

ARTICLE 0.1 - TITLE

The official title of **this** Agreement shall be "The Collective Agreement between the Faculty Association and the Board of Governors of Laurentian University". Hereinafter, this title shall be referred to as the Agreement.

ARTICLE 0.2 - OFFICIAL LANGUAGES

1. Both the English and French versions of the Collective Agreement shall be official and definitive versions. Both parties may use either the English or the French version in any proceedings arising out of the Collective Agreement, and shall apply the version of the Collective Agreement in which formal grievance/arbitration proceedings were initiated.
2. The Parties agree to cooperate to have the Collective Agreement translated within ninety (90) days from the version negotiated at the table into the other official language of Canada. The Parties will share equally in the cost of the translation.

ARTICLE 0.3 -DEFINITIONS

For the purpose of this Agreement the following words shall bear the definition indicated herein except **as** otherwise provided in this Agreement:

1. Laurentian University of Sudbury Act shall mean the Laurentian University of Sudbury Act, being Chapter 151 of the Statutes of Ontario for the year 1960 **as** amended by Chapter 154, 1961-62.
2. University shall mean Laurentian University of Sudbury.
3. Employer or Board shall mean the Board of Governors of Laurentian University, or its designate, **as** provided for in the Laurentian University of Sudbury Act.
4. Association or LUFA shall mean the Laurentian University Faculty Association, certified to be the exclusive Bargaining Agent for the Full-time and Sessional Faculty of the University pursuant to the various relevant decisions of the Ontario Labour Relations Board.
5. Parties shall mean the Board of Governors of Laurentian University of Sudbury and the Laurentian University Faculty Association.
6. Senate shall mean the Senate of Laurentian University of Sudbury **as** constituted in the Laurentian University of Sudbury Act.
7. President shall mean the President of Laurentian University of Sudbury or the President's designate.
8. Vice-President (VP, Academic) shall mean the Vice-president, Academic (Anglophone Affairs) or Vice-President, Academic (Francophone Affairs) as appropriate or their respective designates.
9. Dean shall mean the Dean of a Faculty duly appointed or the Dean's designate.

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10. Faculty shall mean any body identified as such by the Senate of Laurentian University of Sudbury, and with the approval of the Board in accordance with the Laurentian University of Sudbury Act.
11. Director of the Library shall mean the officer in charge of the University Library.
12. Chair/Director shall mean the Chair/Director of any teaching department/professional school/library department.
13. Academic Unit head shall include the Chair/Director of a Department/Professional School, and the head of any other Unit, which the parties have agreed, is equivalent to a teaching/library department;
14. Member or Employee shall mean a Member of the bargaining Unit for whom the Association is certified as the exclusive bargaining agent except where the context requires otherwise.
15. Unless specified in relevant Articles within the Agreement, the terms Professional Librarians and professional librarianship shall mean Professional Librarians and Archivists, and professional librarianship and archival management, respectively.
16. Sessional Member shall mean a Member hitherto a Member of the Bargaining Unit designated by the 28 March 1994 OLRB Certificate and now a Member of this Merged Bargaining Unit.
17. Full-Time Faculty Members are academic employees appointed through tenured, probationary, or limited-term appointments to perform duties of (a) Teaching, including supervision/ Professional Librarianship/ Archives Management, (b) Scholarly Activity, and (c) University Governance and Administrative Duties consistent with Article 2.00.
18. Academic Year shall mean the twelve (12) month period commencing July 1 and ending June 30 of any given year and includes the Fall, Winter, and Spring Terms as per the University Calendar, even where the Spring Term extends beyond June 30.
19. Session shall mean either or both Terms of the Winter Session (from September to December or from January to April) or the Spring Session (from April to July) as per the Laurentian University Calendar.
20. Adjunct Faculty Members are appointed by Senate upon recommendation by Units and Deans for a defined period with defined privileges and voluntary responsibilities in scholarly activity. When they perform normal teaching, including the supervision or co-supervision of students, consistent with Article 2.10.8, Adjunct Faculty Members become Sessional Faculty Members. However, Adjunct Faculty Members may collaborate with duly appointed supervisors or co-supervisors without becoming Sessional Members.
21. Course credits shall mean the number of credits assigned to a course by the University Senate and as indicated in the Laurentian University Calendar.

22. Course credits that contribute toward Sessional Seniority shall mean credits arising from courses for which the Sessional Instructor's name appears on the Laurentian University course masters, grade reports, teaching evaluations, or letters of appointment and excludes courses offered by the Centre for Continuing Education, except for non-distance education courses that are offered on the Laurentian campus.

ARTICLE 0.4 - COPIES

1. The Board shall, within 30 days after the respective bargaining committees have approved the translation of the Collective Agreement, provide at no charge, a copy of this Agreement in both official languages to each Member of the Association, and upon request to individuals who were employed as Sessional Instructors during the previous three years.
2. The Board shall also issue, at no charge, a copy of the Agreement to each new appointee, whose appointment falls within the Bargaining Unit, no later than with the offer of appointment.
3. The cost of producing any additional copies shall be borne by the party that requests them

ARTICLE 1.10 - PURPOSE OF THE AGREEMENT

1. It is the purpose of this Collective Agreement:
 - a) To set forth terms and conditions relating to employment, remuneration and benefits.
 - b) To maintain a harmonious relationship between the Association and the Board by providing amicable means for settling differences which may arise between them from time to time.
 - c) To encourage the efficient and responsible conduct of the life and work of the University.
 - d) To foster a working environment which motivates Members to achieve the objects and purposes of the University.

ARTICLE 1.20 - THE OBJECTS AND PURPOSES OF THE UNIVERSITY

The objects and purposes of the University, as set out in the Act, are:

1. The advancement of learning and the dissemination of knowledge; and
2. The intellectual, social, moral and physical development of its members and the betterment of society.

The parties agree to cooperate in the pursuit of these objects and purposes.

ARTICLE 1.21 - ACADEMIC FREEDOM

1. in addition to their legal rights as citizens, Members have the right to academic freedom. Academic freedom is the right to search for truth, knowledge and understanding and to express freely what one believes. The University as an institution and the community of its scholars have a duty to protect and defend the search for knowledge and truth by all that enquire, teach, offer professional

library service and learn under its auspices. They shall be free to carry out research and to publish its results; free to teach, to discuss and to criticise both the University and the wider society it serves. However, in doing so they shall maintain the proper academic tradition of reasonable discussion.

2. Academic freedom entails the obligation to base all research and teaching on a responsible search for truth and knowledge. It requires the fulfilment of responsibilities to other members of the teaching and learning community. It requires the acknowledgement of the work of others and the acceptance of responsibility for one's own beliefs and utterances. Academic freedom does not confer legal immunity.
3. The Parties agree to safeguard, as far as reasonably possible, the privacy of information, whether on paper or in electronic form, that is exclusively personal to and in the possession of, individual Members.

ARTICLE 1.22 – NO DISCRIMINATION, HARASSMENT OR BULLYING

1. The Board recognizes the need to provide an environment free from discrimination and harassment, including bullying. To that end, the Board has established a community Rights Office, headed by a Community Rights Advisor. The Board has also undertaken to write a Policy against discrimination and harassment (including bullying) to which LUFAs must agree.
2. The Association shall observe and assist in the implementation of rules adopted to protect employees and the University Community against discrimination and harassment (including bullying).
3. The parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any Member in regard to salaries, rank, appointment, promotion, tenure, reappointment, dismissal, leaves, fringe benefits, or any other matter arising from this Agreement, by reason of age (except for retirement as provided for in this Agreement or by legislation), race, language (except where the lack of language competence would clearly prevent carrying out the required duties), creed, colour, ancestry, ethnic or cultural background, national origin, political or religious affiliation or belief, sex, sexual orientation, marital status, family relationship, personal or social life style or behaviour, clerical or lay status, physical handicap (except where the physical, emotional or mental condition would clearly prevent the carrying out of the required duties). The parties agree, however, that no Members or person acting as an officer of the University shall take part in formal discussions or vote with respect to the determination of any term or condition of employment of a member of their immediate family.
4. The choice of the most competent person for the post as described in a formally approved job description or a formally approved advertisement will not constitute discrimination.
5. in the case of the evaluation of candidates for appointment, renewal, tenure and promotion, the criteria adopted must not systematically discriminate against members of designated groups and shall be periodically reviewed to ensure that work done predominantly by members of designated groups is not undervalued.

6. There shall be no discrimination with respect to any Member arising from membership or activity in the Association, or from a failure to join or participate in the Association.
7. This article shall not preclude any action that has as its object the equitable representation of designated employment equity target groups throughout the academic community.

ARTICLE 1.23 - WORKING ENVIRONMENT

1. The Board acknowledges its responsibility to provide and maintain facilities, services and general working conditions, which support the effective discharge by full-time Members of their responsibilities as specified in Article 2.00. The Board will determine by consideration of the financial resources of the University, the manner in which and the level at which facilities and services are provided to Members. Additionally, the Board will provide, in a fair and equitable manner, at least a securable private office, ergonomically appropriate office furniture, and will maintain reasonable levels of working space, secretarial and other support services, including telephones, computing, printing, duplicating, library services, technical services, teaching and research assistance and lab space if required.
2. To establish suitable ergonomic standards in Members' offices, the parties agree to establish a Joint Committee on the Provision of Ergonomic Work Stations within sixty (60) days of the signing of this Agreement. Each Party will name two (2) members of the Committee, and the Parties will jointly appoint two (2) members of the non-academic office staff, endeavouring to select persons interested and/or knowledgeable in this field. Committee members shall select their own Chair. The Committee shall be responsible for establishing ergonomic standards for furniture, workstations, and equipment, and for determining priorities for the provision of such furniture, workstations and equipment, and for communicating these standards and priorities to the Parties. The University shall establish a budget of thirty five thousand dollars (\$35,000) per year, or such other greater sum as the two Parties may mutually agree, during the life of this Agreement for the provision of such furniture, work stations and equipment according to the recommendations of the Committee. For the purposes of this article, "furniture, work stations and equipment" shall be deemed to include, but not to be limited to, chairs, desks, computer tables, and such computer peripherals as the keyboard, mouse, screen glare guard, and wrist support bar.
3. On an annual basis all Members, including retirees, upon request, will be supplied with a photo id. library card at no cost to them except if they require a replacement for a lost card. The charge for replacement will be \$15 per card.
4. In their offices and once every four years, Members shall be supplied with "a standard computer" as determined by the Computer Allocation Committee, which shall be networked, attached to a network printer, and maintained without charge to the Members and Units for the full four years. The Computer Allocation Committee shall consist of two members selected by LUFAs and two members selected by the Administration. The Committee shall develop a plan for the implementation of this policy, including the issue of maintenance and computers for sessional Members to be presented to the Joint Consultative Committee before November 30, 2005. It is understood that this policy will be phased in over four years.

5. The University agrees to establish a Committee comprised of Faculty, Staff and Students to consider designating the campus a smoke-free environment.

ARTICLE 1.24 - HEALTH, SAFETY AND SECURITY

1. The employer recognises a responsibility to provide an environment intended to protect the health, safety and security of employees as they carry out their responsibilities. To that end, the Employer agrees to maintain a Joint Health and Safety Committee, which will independently consider matters concerning the health and safety of employees and students. This Committee shall include one (1) representative of all unionised groups in the University (including LUFA), as well as one (1) representative of the Science/Engineering Safety Committee and one (1) member from the Administration with power to co-opt other members.

The Committee's work will include an examination of procedures and physical facilities brought to its attention, as these relate to health, safety and security.

2. The Association shall observe and assist in the implementation of rules adopted to protect the health and safety of employees and to maintain the security of persons and premises.

ARTICLE 1.25 – BILINGUALISM

1. The University is committed to the fulfillment of its role as a bilingual institution of higher learning, in accordance with the Laurentian University of Sudbury Act. The Board and the Faculty Association pledge themselves to the maintenance and promotion of both the English and the French languages and cultures.

Notwithstanding the above, the Board and LUFA recognize the distinct role and important contribution of Aboriginal languages and cultures in particular programs at Laurentian University. Further, the Board and LUFA recognize that in the University as a whole Aboriginal faculty are underrepresented and agree to develop an Aboriginal equity initiative consistent with the terms of the Collective Agreement, as contained in Letter of Understanding (Appendix J).

2. Consistent with the commitment stated in paragraph 1, the University recognises the right of all Members to communicate directly (verbally and in writing) with all academic and administrative services of the university in the official language of their choice for all official transactions.
3. The two parties shall have the right to be heard in either of the official languages, and to require the translation of any official materials.
4. The two parties agree to make every effort to provide a translation of non official documents where either party requires such.
5. The Board agrees to provide language training at appropriate levels and at varying times in order to allow Members to meet any bilingual requirements specified in their letters of appointment as per Article 2.21.9.

ARTICLE 1.26 - EMPLOYMENT EQUITY

1. Laurentian University and the Laurentian University Faculty Association support the principle of employment equity **as** defined by Provincial and Federal Laws and the Senate/Board approved Policy on Employment Equity.
2. Employment Equity
 - a) The parties pledge themselves to work to increase the proportion of faculty members who **are** members of the four designated employment equity groups (women, native people, persons with disabilities and members of visible minorities) to an equitable level in each discipline.
 - b) To determine an equitable proportion of members of the four designated employment equity groups for each discipline, the Parties shall consider among other factors the number of doctoral candidates in Canadian universities **as** revealed by Statistics Canada data.

ARTICLE 1.30 - RECOGNITION OF THE BARGAINING UNIT

The Board recognises the Association **as** the exclusive Bargaining Agent for the Bargaining Unit(s) defined in the OLRB Certificates of 9 July 1979, 28 March 1994, and 31 October 1995 (which are attached **as** appendixes to this Memorandum of Agreement) and any amendments to these certificates.

ARTICLE 1.31 - RIGHTS AND PRIVILEGES OF THE ASSOCIATION

1.
 - a) The Board agrees to provide the Association with the use of a serviced office, in an academic area of the University.
 - b) The Board agrees to provide to the Association room L-303 (not including L-305) **as** a common room for use by Members, Senior Administrators and their guests.
2. The Association shall have access to the internal **postal** service of the University. Normal practice of charging for external mail will apply.
3. The Board shall permit the Association to use University premises as meeting rooms on the same basis **as** University organisations.
4. The Board will allow the Association to use University printing, computer, and audio-visual facilities at the same rate **as** University users, subject to availability.
5. The University agrees to continue to extend a monthly account, due when rendered, to which charges incurred by the Association shall be debited.
6. The Association may request, prior to May 8 of the preceding academic year, that Members be relieved by the appropriate Dean/Director of the Library of up to 12 credits of a teaching workload, or its equivalent in the case of the Library, during the course of an academic year. Such requests shall not be unreasonably refused. In any one academic year no more than 24 credits of reductions will be granted in total.

If, on the recommendation of the Dean/Director of the Library concerned in consultation with the Unit, a replacement is required to take on the duties of which a Member has been relieved, the Association will reimburse the Board for a maximum of one (1) sessional payment for each **six** credit equivalent reduction that it has requested based on the rate of pay for sessionals without establishment status as specified in Article 4.90.

If a replacement is not required, the Association will still reimburse ~~the~~ Board for a maximum of one (1) sessional payment for each six credit equivalent reduction that it has requested based on the rate of pay for sessionals without establishment status as specified in Article 4.90, and in this case, the funds will be transferred by the Board to the Unit(s) affected by the workload reductions to be used by the Unit as it deems appropriate in accordance with generally accepted university policy.

Funds will be transferred by the Association to ~~the~~ Board within 30 working days of being informed about the disposition of the funds. If the funds are to cover a replacement, the name of the instructor, plus the course to be taught, or its equivalent in the case of the library, shall be supplied to the Association.

7. The President of the Association, or someone designated by the President of the Association, and a second member designated by the President of the Association, shall continue to be non-voting members of the Board of Governors.
8. The President of the Association, or someone designated by the President of the Association, shall continue to be a non-voting member of the Finance Committee of the Board of Governors.
9. The Board agrees to continue current practices with respect to release time for Association activities provided these practices are known and reasonable.
10. The Association shall maintain its current representation of one (1) member on the University Parking Committee.
11. The President of the Association or someone designated by the President, and two additional members designated by the President of the Association, shall continue to be voting members of the University Pension Committee. Given the importance of pensions, on substantive matters, the LUFA Board has the right to ratify the recommendations of its representatives.

ARTICLE 1.32- DUES CHECK-OFF

1. No Member shall be required to join the Association as a condition of employment. Except as hereinafter specified, the Employer shall deduct once monthly during the term of this Agreement from the salary of each Member of the bargaining Unit monthly dues or other assessments for general Association purposes uniformly and regularly payable by a Member of the Association authorised in accordance with the Constitution and by-laws of the Association and certified in writing to the Employer by the Association.
2. At the commencement of the Agreement, the Association shall advise the Employer in writing of the amount of its regular monthly membership dues. Thereafter the Association shall advise the University in writing of any change in the amount of regular monthly membership dues, such notice to be given at least thirty (30) days prior to the effective date of such change. The Association shall limit the change in membership dues to no more than three times per year.
3. Except as hereinafter specified, the amounts so deducted shall be remitted to the Association by the 15th of the month following the month in which the deductions are made together with a list specifying the names of those Members of the bargaining Unit from whose salaries the aforementioned deductions have been made and the individual amount of each member's deduction. The Employer shall with the list aforesaid provide the names of all Members who have ceased to be employees of the University.
4. The Employer shall deduct from the salary of each Member of the bargaining Unit who obtains an order from the Ontario Labour Relations Board under section 47 of the Labour Relations Act of Ontario (directing that the said Member is not required to pay monthly dues or other assessments to the Association because of his religious conviction or belief) an amount equal to the monthly dues

or other assessments for general Association purposes uniformly and regularly payable by a Member of the Association and shall remit said amount on behalf of the said Member to the University's Scholarship Funds.

5. in the event the Association wrongfully receives dues hereunder on account of an employee who is not a Member of the Association, or if on account of a Member of the Association but in excess of the amount required, the Association agrees to reimburse or credit the employee as the case may be for the amount so received. The Association shall indemnify and save harmless the University against any action arising out of the wrongful deductions of money for Association dues resulting from the Association's instructions and the refusal of the Association to reimburse the employee, within 60 days of the lodging of their claim.
6. At the time that income Tax T4 slips are provided to each Member by the University, the University shall indicate on the T4 slips or separately in writing to each Member the deductions from his salary under this article.

ARTICLE 1.33 - EMPLOYMENT OF NONMEMBERS

1. The Board agrees that, except as otherwise provided for in this article, it will not employ Non-Members to teach in the programs of/or offer professional library service in the University. Membership in the bargaining Unit is defined in Article 1.30 Recognition.
2. Notwithstanding the generality of 1. above, nothing in this Agreement is intended to prevent the Board from assigning a teaching load to individuals that are precluded from membership in the Bargaining Unit by virtue of their position as described in the OLRB Certificates designated in article 1.30 above. The Association will exercise reason in entering into Memoranda of Agreement to allow the assignment of occasional teaching loads to qualified individuals who hold senior administrative posts within the University and whose official functions could reasonably be deemed to be inconsistent with Association Membership.
3. As per the OLRB Certificate, Visiting and Exchange professors/librarians may work outside the bargaining Unit.
4. Notwithstanding 3, above, Non-Members of the Bargaining Unit must not participate in decisions by the Unit on personnel matters except as specified in this agreement.

ARTICLE 1.40 - RECOGNITION OF THE EMPLOYER

1. COMPOSITION

Laurentian University of Sudbury is incorporated under the Statutes of the Province of Ontario, 1960, Chapter 151 as amended by 1961-62, Chapter 154.

2. RECOGNITION

The Association recognises that the Board has retained and shall possess and exercise **all** rights and functions, powers, privileges and authority that the Board possessed under the Act of Incorporation prior to the signing of this Agreement with the Association, excepting only those that are clearly and specifically relinquished or restricted in this Agreement, or modified by statute. The Board undertakes that **all** rights and functions, powers, privileges and authority shall be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE 1.41 -CORRESPONDENCE

In conformity with section 113 of the OLRA, except where otherwise expressly provided in this Agreement, notices required to be given under the provisions of this Agreement shall be in writing and shall be sufficient either if addressed to the appropriate recipient and sent by campus mail or Canada Post, or if delivered to the appropriate recipient personally with a signed receipt required.

Notices to and official correspondence with the Association shall be addressed to the attention of the President of the Association or the President's designate.

Notices to and official correspondence with the Employer shall be addressed to the Vice-president, Academic.

ARTICLE 1.42 - INFORMATION

1. The parties recognise that their mutual goals stated in Article 1.1 can only be realised if both parties have access to necessary information required for effective collective bargaining and the proper administration of this Agreement. Both parties agree to use professional discretion in dealing with this information. This information will be provided in hard copy, and where feasible, on computer diskette.
2. To that end the Board undertakes to provide the Association with the following, at the times indicated
 - a) In October of each year, a list showing the name, rank, salary, and type of appointment of each Full-time Member of the Bargaining Unit. For Members designated as 'On Leave', the list shall indicate the type of leave that the Member is on.
 - b) in October of each year a list of all limited term appointments and the reasons for the appointment categorised according to Article 2.21 Sections 11a to 11e.
 - c) In October, February and May of each year a list showing the name, courses taught on overload/professional library service rendered and amount of money paid to each Full-time Member of the Bargaining Unit during the current academic session.
 - d) In October, February and May of each year a list showing the name, courses taught on overload/professional library service rendered and amount of money paid to each Non-Member during the current academic session.
 - e) In October of each year a statement of the number of Full-time Members of the Bargaining

Unit that did not expend all of the professional allowance available to them **as** provided in Article **4.52**, and the total amount of **funds** left unexpended as of June 30 of the previous year.

- f) The letters of appointment of all new Full-time Faculty Members who accept employment with the University subsequent to the signing of this Collective Agreement by both Parties shall be supplied to the Faculty Association within fifteen (15) days of receipt of the said executed letters of appointment.
- g) A copy of the contracts issued to all Full-time Faculty Members who have been granted sabbatical leave or any other kind of leave. Such contracts shall be supplied to the Faculty Association within fifteen (15) days after acceptance by the Member.
- h) Copyright contracts per Article **4.72**.
- i) In October of each year, the total salary allocation and median salary for:
 - i) Senior administration;
 - ii) Part-time employees outside the Bargaining Unit by Unit;
 - iii) Any other teaching or research employees outside the bargaining Unit;
 - iv) Library employees outside the bargaining Unit.
- j) A copy of the course master and updates to the course master when they become available.
- k) A copy of the University's annual audited financial statements and supporting schedules, following approval of these by the Board of Governors.
- l) Employment equity data including the number of women and men applying for each advertised position, the gender, highest degree and years of experience for each applicant chosen for the interview list. Such information will be forwarded to the Association by September 30 of each year.
- m) The Employer shall provide the Association with the letters of appointment of all Sessional instructors who accept employment with the University subsequent to the ratification of this Collective Agreement by both parties. Such letters of appointment to be supplied to the Association within fifteen (15) days of receipt of said executed letters of appointment.
- n) The Employer shall in October, February, and May of each year provide the Association with a list showing the name, **salary**, establishment status, and courses taught that contribute to the Sessional Seniority of each Member of the Bargaining Unit that is employed during the current academic session.
- o) Copies of advertisements for faculty positions shall be sent to LUFA once they have been approved by the Office of the Vice President, Academic.
- p) Copies of any mailings forwarded by the Board to Members, to be sent to the Association at the same time **as** the general mailing.
- q) A copy of all minutes, actuarial reports and benefit reports of the Pension and Benefits Committees.

3. The Association agrees to provide the Board with:
 - a) Copies of any mailings made by the Association to all its Members, to be sent to the Employer at the same time as the general mailing.
 - b) Copies of any statements or representations made or to be made publicly by the Association.
 - c) An up-to-date copy of the constitution of the Association.
 - d) An up-to-date list of the Executive of the Association.
4. Each Member, who has not previously done so, shall when requested supply the Personnel Office with one (1) copy of his/her birth certificate (or other equivalent documentation attesting to the date of birth).
5. It is understood that this section shall not be construed to require either party to supply any information that is confidential with respect to matters relating to labour relations.
6. Each party agrees to inform the other party when statistical information concerning Members is released as required by law or in response to a request from a government body or agency, and further, to inform the other party of the nature of the information requested or released. Except when required by law, the Board agrees not to release any individually identifiable statistical data in aggregate form concerning Members to any person, body, agency, and institution without the written consent of the Association.
7. One (1) individual shall be chosen by each party to coordinate the exchange of information and to act as liaison between the two parties.
8. Nothing in this Article is meant to preclude either side of this Agreement from making reasonable requests for additional information from time to time. Both parties agree to fulfil such requests.

ARTICLE 1.43 - JOINT CONSULTATIVE COMMITTEE FOR THE ADMINISTRATION OF THE AGREEMENT

1. The President of the Association or the President's designate and the Vicepresident, Academic or the Vice-president, Academic's designate shall act as liaison between the two parties as required by this Agreement as well as co-ordinate and exchange information as per Article 1.42.
2. When either party deems it advisable, its representative may be accompanied by one (1) or more advisers.
3. The parties are authorised from time to time to enter into memoranda of agreement with regard to the Collective Agreement. The parties may from time to time authorise other representatives, in addition to the Vice-President, Academic and the President of the Association to sign these memoranda of agreement.
4. The parties agree to form a Joint Consultative Committee for the Administration of the Agreement, composed of three (3) representatives of each party as follows: the President of the Association and the Vice-president, Academic or their respective designates; one (1) officer of LUFA and one (1) Dean appointed by the Vice-president, Academic; and one (1) appointee from each party.
5. The Committee shall attempt
 - a) To maintain and develop a spirit of cooperation and mutual respect between the parties,
 - b) To facilitate better working relationships between the Board and the Association and its Members.
 - c) To discuss, review, and make recommendations to the parties on matters of concern to either party.
6. The Committee shall meet once in November and once in February and at other times when deemed useful or necessary by mutual agreement of the parties.
7. The Committee shall be chaired in alternation by a representative of the Board and a representative of the Association. The chair shall be responsible for preparing and distributing the agendas and preparing minutes of meetings.
8. The Committee shall determine its own procedures subject to the provision that a quorum shall consist of at least two (2) representatives of each party.
9. The Committee shall not have the power to add to or to modify the terms of **this** Agreement.

ARTICLE 1.50 - EXISTING PRACTICES

1. Prior to modifying or discontinuing any working conditions not covered by the Agreement but possessed by all Members of the bargaining Unit or by a group thereof, the Board agrees to give notice of such change or discontinuance to the Association.
2. The Association shall be afforded the opportunity to make a representation to the Board through the Joint Consultative Committee for the Administration of the Agreement prior to the implementation of any change as defined in paragraph 1 of this Article. After such representation, the Board has the right to proceed providing the change or discontinuance is urgent and reasonable.

ARTICLE 1.51 -MODIFICATIONS TO THE LEGAL STATUS OF THE UNIVERSITY

1. Amendment To The Act

Any future proposals by the Board to amend the Laurentian University of Sudbury Act, 1960 shall be presented to the Legislative Assembly of the Province of Ontario, after consultation with the Association.

2. Amalgamation, Consolidation, Merger Or Expansion Of The University

- a) in the event of a merger or amalgamation or a transfer of jurisdiction, the provisions of the Labour Relations Act of Ontario shall apply, particularly sections 62 and 63.
- b) This Agreement shall bind the transferees or assignees of the University or of the Association.

ARTICLE 2.00 - RIGHTS, RESPONSIBILITIES AND DUTIES OF ACADEMICS

The Full-Time Members of the bargaining Unit have rights, duties and responsibilities which derive from their positions as teachers/professional librarians and scholars working within the University community, and which reflect the reasonable expectations of the Members, the University community and the contractual expectations of the Employer. In this article, the term Members refers to Full-Time Members unless otherwise specified.

Members have the right to engage in the following activities:

- A. Teaching / Professional Librarianship / Archives Management
- B. Scholarly Activity
- C. University Governance and Administrative Duties
- D. Outside Professional Activities
- E. Service to the Community
- F. Other Paid Activity consistent with Priority 4 of this Article 2.00.6

1. MEMBERS OF THE REGULAR STREAM.

Members of the regular stream have responsibilities relating to items A), B) and C) and are expected to participate actively in items A), B) and C), although not necessarily in all three in any one given year. A Member's responsibilities related to item A) shall consist of those teaching or library duties which are assigned by the Dean/Director of the Library as per Article 2.10 - Academic Workload. A Member's responsibilities related to items B) and C) are inherent in a Member's status as an academic and thus flow naturally therefrom. Certain specific duties related to item B) and C) may also be assigned by the Director of the Library on an *ad hoc* basis in order to ensure a good and proper functioning of the University. A Member's responsibilities relating to item D), E) and F) are undertaken voluntarily by the Member.

2. MEMBERS OF THE ALTERNATE STREAM.

Members of the alternate stream have responsibilities relating to items A) and C) and are expected to participate actively in items A) and C), although not necessarily in both in any one given year. A Member's responsibilities related to item A) shall consist of those teaching or library duties which are assigned by the Dean/Director of the Library as per Article 2.10 - Academic Workload. Certain specific duties related to item A) and C) may also be assigned by the Dean/Director of the Library on an *ad hoc* basis in order to ensure a good and proper functioning of the University. A Member's responsibilities relating to item D), E) and F) are undertaken voluntarily by the Member.

in order that they may meet their responsibilities according to this article, Members shall be provided with reasonable access to facilities and services *per* Article 1.23.

Some specific features of academic responsibilities are set out in the following sections:

3. PRIORITY I

A(i) Teaching

1. Members have an obligation to develop and maintain their scholarly competence and effectiveness as teachers within the area of their expertise. They shall inform their students regarding their methods of evaluation, which have been approved by the Unit and the Dean, consistent with Senate policies. They shall also inform their students regarding their instructional methods and seek approval of the Unit and of the Dean for substantial changes in instructional methods involving significant increases in costs or alterations in the established policy of the Unit, e.g. conversion of a lecture course to a reading course.

in addition, Members of the alternate stream have an obligation to continue their professional development to enhance and broaden their professional and teaching ability.

2. While it **is** recognized that whenever possible there shall be adequate consultation with the Member and the Unit as to the assignment of teaching duties, once such teaching duties have been assigned in a fair and equitable manner by the Dean, it is the responsibility of the Member to teach the assigned courses to students registered in them at the time and place designated by the Dean in a manner which reflects the area of the content of the course approved by the Unit consistent with the University calendar. Assignment of teaching duties shall be consistent with Article 2.10 Academic Workload. Teaching responsibilities include being available for reasonable consultation with students at their teaching locale subject to Article 2.10 Academic Workload.
3. A Member shall not be required to co-teach a course without the Member's consent.
4. Members shall comply with all properly established regulations of the University, which are not at variance with this Agreement. Members shall accept responsibility for participation in the effective operation of the University, including responsibilities for academic counselling, registration, and the supervision of examinations as appropriately assigned by the Unit, the Dean or the Registrar's office consistent with Senate policy. During examinations, only the head invigilator shall be a faculty Member. The head invigilator shall be selected randomly from the LUFA full-time faculty membership and the names of those who serve shall be removed from the pool of potential head invigilators until all remaining Members have served. The names of those Members not scheduling any of their final examinations through the Registrar's Office, will not be included in the pool for the examination period concerned.
5. It is the responsibility of Members to deal ethically and fairly with students and their academic colleagues in relation to their own teaching. Ethical and fair dealing with students and colleagues includes respecting the Laurentian Policy and Procedures on Personal or Sexual Harassment. It is also the responsibility of Members to foster a free exchange of ideas including a discussion of differing views, to avoid discrimination, to respect the principles of confidentiality in a manner consistent with the performance of their academic role, and to acknowledge their indebtedness to students and their academic colleagues in relation to their own teaching.

6. Each Member shall have freedom of discussion. However, in the exercise of this freedom in the classroom, reasonable restraint shall be used in introducing matters unrelated to his/her subject or discipline.
7. Members shall be free to organise and to structure classroom and laboratory activities and to adopt reasonable means to maintain a learning environment, which is both productive and orderly. They shall have the right to rule on the use by students of recording devices and calculating devices in the classroom, laboratory or learning situation.
8. Members shall not alter or cancel scheduled instruction except with prior permission of the Chair/Director in any but exceptional circumstances. Such permission shall not be unreasonably refused. Both parties agree that every reasonable effort will be made to notify the students affected. Timetable changes of a permanent nature require the prior permission of the Dean. Absences are governed by Article 3.6 -Absence - General.
9. Members shall have fourteen (14) calendar days following the final exam to submit their final grades or fourteen (14) calendar days following the last class for those courses that do not hold final exams.

A(ii) Professional Librarianship / Archives Management

1. Members have an obligation to develop and to maintain their scholarly competence and effectiveness as librarians within the area of their expertise.
2. While it is recognised that whenever possible there shall be adequate consultation between the Member and the Director of the Library as to the assignment of duties, once such duties have been assigned in a fair and equitable manner by the Director of the Library, it is the responsibility of the Members to perform their duties at the time and place designated by the Director of the Library. Assignment of professional library / archives management duties shall be consistent with Article 2.10 -Academic Workload.
3. It is the responsibility of Members to deal ethically and fairly with those to whom they render professional service. Ethical and fair dealing with clients and colleagues includes respecting the Laurentian Policy and Procedures on Personal or Sexual Harassment. It is also the responsibility of Members to foster a free exchange of ideas, to avoid discrimination, to respect the principles of confidentiality in a manner consistent with the performance of their academic role, and to acknowledge their indebtedness to their academic colleagues in relation to their own professional activities.
4. Members shall have the right and responsibility to adopt reasonable means to maintain an orderly and productive learning environment in the library / archives.
5. Members, if involved in scheduled work-related activities, shall not alter or cancel such scheduled activities except with prior permission of the Director of the Library in any but exceptional circumstances. Such permission shall not be unreasonably refused. Both parties agree that every reasonable effort will be made to notify the person affected. Absences are governed by Article 3.6 - Absence - General.

B. Scholarly Activity

1. Members shall have the right and responsibility to devote a reasonable proportion of their time to scholarly activity.
2. It is understood that for the purposes of this Collective Agreement the term "scholarly activity" means:



- a) Research directed towards a contribution to knowledge, and the dissemination of **its** results;
and/or
 - b) Participation in those academic activities that contribute to the enhancement, creation and dissemination of knowledge;
and/or
 - c) Creative and professional activities which contribute to one's discipline.
3. Scholarly activity may involve, although not necessarily be limited to the following, but in each case the Member must demonstrate that the activity is of good quality and is consistent with the contribution to knowledge described in paragraph 2 above. It is understood that this list does not imply an order of priority. It is also understood that the following forms of scholarly activity are not necessarily to be given equal weight and application for each discipline when a Member is being evaluated for an annual increment, merit increment, tenure or promotion. In such evaluations, where the evidence does not rest on externally reviewed publications, other evidence of scholarly activity must be considered, but the burden of proof rests upon the candidate.
- a) The writing or editing and publication of books, textbooks, journals and of articles.
 - b) The obtention of additional appropriate academic and/or professional qualifications.
 - c) Research carried out on research contracts.
 - d) The writing of case studies.
 - e) The development of teaching/library materials, of an innovative sort which have a wider application than the Member's own teaching/library activities.
 - f) The compilation and publication of scholarly bibliographies, or literary work.
 - g) The translation and publication of scholarly or literary work.
 - h) Literary and artistic works appropriate to one's discipline.
 - i) Demonstrated leadership in the area of professional education, including workshops.
 - j) Creative application of existing knowledge through such activities as consulting or workshops.
4. The parties agree that scholarly activity does not normally include research directly related to the immediate and normal preparation for teaching activity.
5. Where appropriate in their published work, the Members shall indicate affiliation with the University and acknowledge their indebtedness to students and their academic colleagues in relation to their own research.
6. The parties encourage all Members of the bargaining Unit to deposit one (1) signed copy of their published material in the University Library. The University agrees to pay for reasonable expenses incurred by a Member in making such material available to the Library.

7. Members have the right to participate in the activities of professional or learned societies and the like, providing such activities do not conflict with the reasonable fulfilment of assigned duties.

4. PRIORITY II

C. University Governance and Administrative Duties

1. To the extent consistent with their teaching/library and scholarly responsibilities, Members shall contribute to the governance of the University through membership on appropriate bodies. It is understood that for the purposes of this Article, service to the Faculty Association will be considered equivalent to service on Unit/Senate Committees.
2. While exercising university governance and administrative responsibilities, Members shall deal ethically with other University employees and students so that objectivity, fairness, and absence of discrimination are maintained in all deliberations including assessment of performance of any employee or student. Members shall not infringe on the academic freedom of academic colleagues or students or breach confidentiality in this regard.
3. in order to ensure equality of opportunity to participate in university governance, the Board agrees to circulate notice of openings on all university bodies above the Department/ School/Library level to eligible Members at least two weeks prior to the time that the vacancies must be filled. As a university body, the Association agrees to circulate notice of vacancies, at least two (2) weeks prior to the time that these vacancies must be filled.
4. Because bilingualism is necessary for effective participation in university governance, the parties agree that for Members on probationary appointment, formal language training as per Article 1.25 shall constitute activities of "University Governance and Administrative Duties" as per this Article.

5. *PRIORITY III*

D. Outside Professional Activities

1. The parties encourage Members to participate in outside professional activities,
2. The scope and nature of any professional activities of a substantial nature, whether paid or unpaid shall be reported in writing to the Dean/Director of the Library as part of the annual report of Members. Notwithstanding the above, contractual activities that would involve Members spending a total of more than one half day a week on a regular basis between Monday and Friday during a term in which they teach or perform professional library duties shall be reported in writing to the Dean/Director of the Library prior to the signing of the contract or beginning of the work. The Dean/Director of the Library may require the Members not to undertake an activity or to moderate such an activity on the grounds that the time involved would or does interfere with the Member's academic obligations as defined in this Agreement. A reasonable period of time shall be allowed for the Members to comply. The appropriateness of the decisions of the Dean/Director of the Library on these matters is subject to grievance and arbitration.
3. When undertaking outside professional activities, Members retain the rights and responsibilities associated with academic freedom.
4. When a Member's outside professional activities involve the use of the University's facilities, supplies or services, permission for their use shall be approved in writing or through email by the appropriate University Administrator. Such permission shall not be unreasonably refused. These services shall normally be paid for at the prevailing internal University user rate, unless the University Administrator agrees in writing to waive all or part of the fee(s).

E. Service to the Community

1. The parties encourage Members to offer service to the community.
2. The rights and responsibilities of Members who offer service to the community shall be the same as for those Members who participate in outside professional activities, as modified by 3 below.
3. When a Member's service to the community involves the use of the University's facilities, supplies or services, permission for their use shall be approved in writing or through email by the appropriate University Administrator. Such permission shall not be unreasonably refused. These services shall normally be paid for at the prevailing external University user rate, unless the University Administrator agrees in writing to waive all or part of the fee(s).

6. *PRIORITY IV*

F. Other Paid Activity

1. Faculty Members have the right to engage in other paid activity.
2. All such activities shall be governed by Section D.2, except the annual report where such reporting shall be optional to the Member.

ARTICLE 2.01 -ASSESSMENT OF A MEMBER'S PERFORMANCE

1. When making an assessment, the assessing body shall take into account **all** relevant factors including.
 - a) The nature and scope of past teaching/librarianship activities.
 - b) The nature and scope of administrative responsibilities of Members
 - c) The unique nature of Laurentian University, that is, small size, remote location and demands of off-campus teaching.
 - d) When assessing Librarians, the amount of available time for scholarly activity shall be taken into account.
2. The assessment of a Member's teaching performance shall be based on:

Senate approved course evaluations and the Member's annual teaching dossier.

- a) During each term of the academic year, the Board shall administer the course evaluations approved by the Laurentian University Senate. The Vice-president, Academic shall be responsible for the distribution and collection of the said instruments. It is agreed that Members shall have access to the results of course evaluations prior to their use by the University.

In the case of co-taught courses, the following shall apply:

- i) For courses co-taught sequentially, there shall be separate evaluations for each professor prior to the end of each sequence.
- ii) For all other co-taught courses, the information provided to the FPC will indicate that the evaluation in question shall be viewed with caution.
- b) It is the responsibility of Members to maintain on an annual basis their teaching dossiers. For each course, the annual dossier must contain at least the following material:
 - i) Course syllabus and sufficient material to permit an evaluation of the contents of the course, the teaching/learning process, and the means of assessing the performance of the students.
 - ii) Sufficient material to permit the evaluation of the Member's teaching performance as perceived by groups such as graduates, peers, or students.
 - iii) The file should also contain any other material that the Member deems relevant to his/her teaching role.
-) r x which may use the results of the course evaluations and the contents of the dossier in their deliberations, shall receive suitable notice on the date of the meeting from the committee.

Should a Member feel that a course should be exempt from the approval process, reasons for exemption should be addressed to the Vice-President, Academic no later than the end of the first week of classes in that course. The Vice-President will communicate his decision on the request prior to the planned date of the course evaluation.

3. Notwithstanding the priorities for teaching/librarianship and/or scholarly activities as noted in the various articles in this Agreement, the parties recognise that the University benefits greatly from significant contributions in many **areas** including academic administration and/or university governance, continuous involvement in a Member's professional/ learned society or in a community activity directly related to the work of the University. The parties agree that Members who have made such contributions shall have these contributions taken into especial account as compensating for lesser performance in another area.

Notwithstanding the priorities for scholarly activities as noted in the various articles in this Agreement, the parties recognise that the University benefits greatly from the Contributions of Members who are exceptional teachers. Members who can make such a contribution shall have this taken into especial account as compensating for lesser performance in another area. When considering librarians, professional service and library management **skills** shall be substituted for "teaching".

4. Every assessing body shall put forward its recommendation or decision in written form setting forth its findings and grounds for recommendation or decision in order that a Member may know which factors were persuasive in a recommendation or decision.
5. In assessing Members per Articles 2.21, 2.22, 2.23, 4.20 Deans/Director of the Library may not see the evaluations of a candidate's colleagues within the faculty/library they are responsible for. Such evaluations will be routed to their secretaries (administrative assistants) who shall be charged with summarizing the evaluations within the faculty/library and then forwarding the same to Chairs of the appropriate FPC/FFPC/LPC. Upon completion of the FPC/FFPC/LPC process, signed evaluations are sent to a neutral place for confidential storage for three years unless there is a pending grievance or legal proceedings. Such a neutral place shall be deemed to be the Community Rights Office.

ARTICLE 2.10 - ACADEMIC WORKLOAD

1. The academic workload shall be assigned in a fair and equitable manner. To help ensure this goal, each Member of a Unit shall receive a copy of the Chair's/Director's recommendations to the Dean/Director of the Library on the Member's own workload and a summary of the recommendations on **all** other Members in the Unit, including any recommendations for overloads, prior to the recommendations being forwarded to the Dean/Director of the Library. Each Member shall receive by June 1 a copy of the Dean's/Director of the Library's decision on these recommendations.
2. The academic workload of a Full-time Member includes: teaching/professional librarianship/archives management, including the supervision of graduate and undergraduate students; scholarly activity including commitments to external granting agencies; University governance, administrative duties, and other contributions to the University.
3. The assignment of the workload shall be communicated in reasonable detail, in writing, to the Member by June 1 by the Dean/Director of the Library. The Dean/Director of the Library shall request the written advice of the Unit concerned at least one (1) month prior to June 1 and the Dean/Director of the Library shall normally accept the advice of the Unit. The time-tabling of the teaching load/library assignment shall be communicated in writing to the Member by July 1 by the Dean/Director of the Library after consultation with the Registrar. For the duration of this agreement the Registrar shall have final authority in time-tabling **all** courses.
4. The composition of the workload of Members may vary with their discipline, and will take into account the capabilities of the Members, the need to maximize their potential and any obligations placed on them within the University's operations, consistent with the terms of this Agreement. In the assignment of teaching loads, the Deans, in consultation with the academic Units, shall consider not only the number of courses taught by a Member, but the size and type of such courses as well as administrative and other duties. Members' workloads shall also be subject to the following maximum norms for assigned workloads.
 - (a) Teaching Members: In the assignment of teaching loads by the Deans, in consultation with the academic Units, the maximum normal teaching load per academic year shall be two full courses or 12 credit equivalents in the Faculty of Science and Engineering and two and one-half full courses or 15 credit equivalents in other Faculties. It is understood that these teaching load norms continue prevailing past practices in the Faculty of Science and Engineering and in much of the Faculty of Social Sciences and Humanities. The norm of two and one-half courses in the rest of the Faculty of Social Sciences and Humanities and in the Faculties of Professional Schools and Management shall be brought into effect by July 1, 2006.
 - (b) Professional Librarian and Archivist Members: In the assignment of workloads by the Director of the Library, the normal hours of scheduled student contact shall not exceed twelve (12) per week, scheduled fairly and equitably and on the recommendation of the Unit.
5. The Dean/Director of the Library may include in Members' workloads any teaching/professional library or archival assignment related to their discipline and any on campus administrative activity that the Dean/Director of the Library considers necessary for the effective operation of the Faculty/Library or of the University program. With regard to the load for teaching/professional librarianship/professional archival work, generally prevailing past practices shall apply unless these

practices have been the result of Members undertaking voluntarily unpaid overloads to maintain the integrity of programmes or service commitments in Units which have suffered complement reductions due to budgetary pressures or unless specific provisions in this contract state otherwise.

6. The determination of the workload shall be subject to the following conditions:
 - a) The Dean/Director of the Library, in accordance with Article 1.21, Academic Freedom, shall not impose specific scholarly tasks other than the teaching/professional librarianship duties referred to in 5 above. Specific tasks related to the internal governance of the Unit shall not be imposed by the Dean/Director of the Library, except for the appointment of an Acting Chair/Director as in Articles 5.0 and 5.1. The Dean/Director of the Library may assign specific responsibilities concerning a University-related community activity in consultation with the Member. The Member shall not unreasonably refuse.
 - b) The Dean/Director of the Library shall normally not impose on any individual a workload in excess of that which in the past has generally been applicable to Members within the Faculty/Library to which the Member belongs. The Parties agree that excessive overload teaching/professional library work is undesirable and for that reason compensation for teaching-related overloads from all sources, including courses administered through the Centre for Continuing Education, shall be limited to the maximum payable for 9 credits (as per Article 4.30 - Overloads) during the Fall/Winter Session (September to April), and for 6 credits during the Spring Session (May to August) or its equivalent in the Library. The Parties further agree that the 9-credit overload allowance during the Fall/Winter session, and the 6-credit overload allowance during the Spring Session, shall be limited to three consecutive years.

Where the above limitation on total compensation to a Member involves a component from the supervision of a distance education course(s) according to Article 4.31 5, the University shall make available marking assistance as required and in keeping with the degree of limitation.
 - c) From time to time, the Dean/Director of the Library, in consultation with the Unit may request a Member to undertake additional duties over and above the normal workload. In such instances, an overload payment may be made, as in Article 4.30 Overload. The Member shall not unreasonably refuse such assignments. Members who believe they are entitled to overload payments shall apply through the Dean/Director of the Library to the Vice-president, Academic within 10 working days after the assignment of the workload. This official shall provide an answer, in writing, to the Member within 10 working days of his application. If negative, the decision shall be accompanied with reasons.
 - d) In the event that a workload assignment, with regard to the courses taught or professional librarian duties, is not acceptable to the Member or the Unit, after discussion with the Dean/Director of the Library, the Member or the Unit may appeal to the Vice-president, Academic by July 1. The decision of the Vice-president, Academic shall be final, except as provided in Article 8.3.7 b) iv), and shall be communicated in writing to the Member/Unit before August 1.
 - e) The credits for courses approved by Senate (CELP/CPF) shall not be altered when the Dean assigns the teaching of any of these courses to a Member.
7. Once assigned, workloads shall not be altered except in cases of emergency. If a proposed workload must be altered, such alteration will be taken into consideration in the annual performance evaluation.

If the Dean, for non-emergency reasons, deems it necessary to alter the workload of a Member once it has been assigned, the Dean must obtain the agreement of the Member.

Any alteration to a Member's workload, including any associated overload payments shall be communicated to each Member of the Unit within five working days after the Member has been formally notified of the change.

Notwithstanding the provisions of this Article, when an assigned course(s) is cancelled because of zero registration in the course(s) there arises an obligation on the part of the Member to undertake additional work in order to maintain fairness and equity within the Academic Unit. The nature and extent of such work shall be determined in discussions between the Member, the Chair of the Academic Unit and the Dean. In the event that the Member was scheduled to receive an overload stipend such a stipend should be reduced appropriately. In the case where additional work assigned is in the form of a course, such course shall be one the Member has taught in the last two years, unless otherwise agreed to by the Member.

8. The determination of the workload for Members of the teaching faculty shall also be subject to the following conditions:
 - a) Members may be requested to teach any of the three sessions on and off campus and if requested, they shall not unreasonably refuse, provided that the requests are made on a fair and equitable basis within the Unit.
 - b) Such teaching service outside the Sudbury Winter-session shall be assigned on a rotational basis and normally not more than once every three years.
 - c) In the case of correspondence or off-campus courses, consultation times shall be arranged for the teaching locale in accordance with the requirements of the subject matter. The Unit Chair/Director shall outline the norms in consultation with the Unit.
 - d) In the case of evening courses, the Dean shall not assign another course scheduled to begin within twelve (12) hours of the scheduled end of the evening course unless the Member agrees to this in writing.
 - e) With the exception of Members who are teaching at this university for the first time or teaching in a new programme, no Member shall be required in an academic year to prepare for more than one (1) full course or two half-courses (or equivalent) which he has not taught at least once during the previous four years. Normally, no Member shall be required to undertake such course preparation more than once every two years, nor shall any Member be required to undertake new course preparation unless requested to do so by 1 June. Where a course is replaced by a renamed or renumbered version of what is essentially the same course in the same language, it shall be deemed to be the same course for purposes of this Article.
 - f) Members may be required to supervise or develop distance education courses as part of their normal workload subject to provisions of Article 4.31. Members whose appointments specifically included the development of distance education courses as part of their normal workload may be assigned such duties for the duration of their contract(s).
 - g) In order to enhance the ability of Members to undertake scholarly activity, it is desirable to schedule the teaching activities in such a way as to create blocks of time free of scheduled teaching activities. Members wishing to create such teaching free blocks shall approach the Chair of the academic Unit(s) and the Dean with an appropriate request. These officials shall make reasonable efforts to accommodate such requests

within the constraints imposed by requirements of offering programs and courses to students. When competing requests for teaching-free time blocks cannot be met for all applicants, priority shall be given to those individuals who earlier have been unsuccessful in making such a request, provided that these were based on bona fide requirements to enhance scholarly activity.

- h) Full-time Members teaching in programs where the preparation of a thesis is mandatory for students have an obligation to participate in the thesis supervision provided that they are qualified to do so. However, the Parties agree that the close working relationship desirable for the successful preparation of a thesis is best achieved under conditions that allow for mutual choice on the part of the Member and the student before entering the supervisor/student relationship.
- i) The supervision of a research Master's or Ph.D. thesis in a programme offered by Laurentian, where such supervision is over and above normal workload, shall be recognised upon its successful defence as equivalent to one (1) credit as a teaching load reduction for the supervisor of the thesis. This credit may be shared by agreement between two or more Members who have contributed to the thesis supervision. In cases of disagreement the Dean shall arbitrate the proportions. If circumstances within the academic Unit make the teaching load reduction undesirable, an amount of \$1,000 per credit shall be added to the amount a Member may spend for professional expenditures upon consultation with the Chair of the Unit and the Dean. This provision will be effective for advanced practicum in Social Work (12 credits or more) completed after the ratification of the Collective Agreement.

In Master's or Ph.D. programmes offered by Laurentian where students have the option of writing a research essay or carrying out a research project (valued at least as six-credits) in lieu of a full research thesis where such supervision is over and above normal workload and where such work is reviewed by a formal committee process, the supervision of such work will be recognised at the value of one half credit as teaching load reduction for the supervisor of the thesis. This half-credit may be shared by agreement among two or more Members who have contributed to the thesis supervision. In cases of disagreement the Dean shall arbitrate the proportions. If circumstances within the academic Unit make the teaching load reduction undesirable, an amount of \$500 per half-credit shall be added to the amount a Member may spend for professional expenditures. This provision will be effective for essays or projects completed after the ratification of the Collective Agreement.

- 9. The determination of the workload for professional librarians shall also be subject to the following conditions:
 - a) Members may be requested to offer service during one evening per week and if requested, they shall not unreasonably refuse, provided that such requests are made on a fair and equitable basis.
 - b) Professional librarians may be expected to carry library supervisory duties.
- 10. In order to promote scholarly activity as defined by Article 2.00 (B) within the University, a Member may have his teaching/library service workload altered. Requests for workload reductions as a result of other paid activity shall be considered in accordance with the provisions of Article 3.31, Voluntary Reduced Workload. However, contract research where the Member is paid a stipend not to exceed \$20,000 for his/her services may be considered under

this provision.

- a) Without compensation to the University:
For such an assignment to become operative, it shall require the recommendation of the Unit, of the Dean/Director of the Library, and approval of the Vice-president, Academic. Faculty Members who receive one or more course reductions for purposes of enhancing scholarly activity, including the preparation of teaching materials for the Centre for Continuing Education, shall not be entitled to overloads as per Article 6.b) above. This restriction shall also apply to Librarians whose workload is also reduced for scholarly purposes.
- b) With compensation to the University:
A Member with a regular teaching load may elect to buy out of up to 15 credits of teaching load over 5 years, not to exceed 6 credits per year, or the equivalent of professional library service in order to concentrate on research activities. It is acknowledged that certain grants may require a reduction in teaching loads exceeding 15 credits. The buy-out must be applied for no later than April 1 of the year preceding the academic year for which it is requested and the Dean/Director of the Library shall not unreasonably refuse such request. The Dean/Director of the Library shall communicate his/her decision by May 1. The buy out shall cover the actual cost (including benefits) to replace the teaching/professional library work but shall not exceed the overload or sessional rate of pay as appropriate. A Member shall not be refused such a request for two (2) consecutive years.

11. The workload of any or all Members shall be made known to the Association on request.
12. It is acknowledged that the provision of teaching assistants is a factor to be considered in the assignment of workloads. As such the Vice-President, Academic will ensure to the greatest degree possible the equitable distribution amongst the Faculties of such assistance, consistent with the policies of Academic Councils.
13. To facilitate the transition by July 1, 2006, to the maximum normal teaching/professional librarian workloads specified in clause 4 of this Article, the Deans/Director of the Library will consult with all Units with teaching loads higher than the specified maximum norms for the purpose of developing a plan for achieving the teaching load reduction. The plans shall be determined by fair and equitable means and may only propose reasonable changes to class sizes in the Units concerned. The plans will not lead to an appreciable increase in full-time faculty complement. The new workloads developed under such plans shall be fair and equitable. Notwithstanding the foregoing, changes that are otherwise permitted under the terms of the Collective Agreement may still be used.

The Deans/Director of the Library will each produce reports, based on their consultation with the Units, by December 1, 2005, with a copy to LUFA, describing the actions they plan to take to achieve the teaching load reduction. If within thirty (30) days of receiving its report, an affected Unit deems the proposed actions to be unacceptable, there will be established a Teaching Load Review Committee to review and render a decision on the proposal by the Dean(s)/Director of the Library and any alternatives provided by affected Unit(s) or the Committee itself. The Teaching Load Review Committee shall consist of:

- (a) the Vice-president, Academic or his/her nominee who shall not be the Dean/Director of the Library concerned and
- (b) a nominee of LUFA.

If the Teaching Load Review Committee cannot come to an agreement by January 31, 2006, the matter shall be referred to Bill Kaplan for arbitration who shall render his decision within fifteen (15) days.

If Mr. Kaplan is unavailable, Mr. Kevin Burkett shall be appointed, and if Mr. Burkett is unavailable, Mr. Stephen Raymond shall be appointed. However, if the parties agree, they may appoint another person as arbitrator if Mr. Kaplan is incapacitated or unavailable.

ARTICLE 2.11 - ANNUAL REPORT FOR MEMBERS

1. All Members of the Bargaining Unit except those Members on sabbatical or other leaves who have given prior notice to their Dean/Director of the Library of their intent to postpone submission until their return shall submit a report in writing on their activities for the preceding twelve (12) months to the Dean/Director of the Library, through the Chair, by May 15th. The report will cover all components of his/her responsibilities as listed under Article 2.00 -Rights, Responsibilities and Duties of Academics.
2. In preparing their reports, Members shall use the appropriate standardised form developed for each Faculty and the Library.
3. It is also the responsibility of the Members to provide annually an up-to-date and corrected C.V. for their personnel file.

ARTICLE 2.20 - ACADEMIC QUALIFICATIONS GUIDELINES

For the purpose of this Agreement the following definitions shall apply:

- a) "Doctoral degree" shall mean an earned Ph.D. or other degree formally recognised as equivalent to an earned Ph.D.
- b) "Relevant experience" shall mean any combination of teaching and scholarly activity as defined in Article 2.00 - Rights Responsibilities and Duties of Academics and/or equivalent professional experience.
- c) "Professional designation" shall mean a diploma earned as a result of additional experience/training and qualifying examinations such as, but not limited to C.A., R.I.A., C.G.A., and C.R.E.D.I.F., or others agreed to by the parties.
- d) When considering librarians, professional service or, where appropriate, library supervision shall be substituted for "teaching".

In interpreting these guidelines, the following shall apply:

- a) Article 2.00 -Rights, Responsibilities and Duties
- b) Article 2.01 -Assessment of a Member's Performance
- c) Article 2.20 - Academic Qualifications Guidelines
- d) For those persons appointed prior to 1 July 2002, Article 2.20, of the 1999-2002 agreement shall apply.

1. Academic Qualifications Guidelines for Appointment or Promotion of Members of the Regular Stream Teaching Faculty.

- a) For the rank of Instructor (**RANK ELIMINATED EFFECTIVE JULY 1, 2005**)
 - (i) A Baccalaureate degree;or
 - (ii) Professional or semi-professional qualifications plus relevant professional experience which allows the individual to make a contribution to a program.
- b) For the rank of Lecturer
 - (i) A Master's degree or equivalent degree;or
 - (ii) A Baccalaureate degree and an appropriate professional designation.
- c) For the rank of Assistant Professor
 - (i) A Doctoral degree;or
 - (ii) A Master's degree or equivalent and satisfactory performance of the Member's responsibilities and duties over a five-year period as per Article 4.11 and demonstrated evidence of scholarly activity as per Article 2.00;or

- (iii) In the Department of Law and Justice, eight years of full-time university education (or the equivalent) during which time the Member must have obtained a L.L.B. and an appropriate Master's degree.
- d) For the rank of Associate Professor
- (i) A Doctoral degree;
- and
- (ii) Teaching, the quality of which is satisfactory as determined solely by the method of teaching evaluation mandated by the Collective Agreement;
- and
- (iii) Evidence of scholarly activity (as per Article 2.00 Rights and Responsibilities) that is of good quality;
- and
- (iv) At the time the promotion to Associate becomes effective, at least five (5) years of full-time teaching and/or research in a university or an institution of equivalent level or at least five (5) years of professional experience judged to be relevant for teaching at the university level.
- (v) The requirement for scholarly activity as stipulated under (iii) may be replaced in exceptional cases by a consistently demonstrated quality of teaching and tutorial activity that clearly indicates outstanding qualities as a teacher as established by whatever is the generally accepted method of evaluation.

e) For the rank of Full Professor

A Member shall have:

- (i) A Doctoral degree;
- and
- (ii) Teaching, the quality of which is satisfactory as determined solely by the method of teaching evaluation mandated by the Collective Agreement;
- and
- (iii) Shown evidence of scholarly activity (per Article 2.00 Rights and Responsibilities) throughout the Member's career and after his/her promotion to Associate Professor that ranks as a recognised contribution to the scholarly field or professional activity concerned. This work must be judged by four (4) external referees, who shall normally be full professors in an academic institution, and at least two (2) of these referees may be nominated by the candidate;
- and
- (iv) Normally, at the time that the promotion to Full Professor becomes effective, at least ten (10) years of full-time teaching and/or research in a university or in an institution of equivalent level, or has accumulated at least ten (10) years of professional experience judged to be relevant for teaching at the University

level;

Alternative to the requirements for promotion to Full Professor:

The requirement for scholarly activity stipulated under (ii) may be replaced in extraordinary circumstances by a requirement that the Member has consistently shown clearly outstanding qualities as a teacher and has scholarly activity of good quality.

2. Academic Qualifications Guidelines for Promotion of Members of the Alternate Stream Teaching Faculty. (AS PER ARTICLE 2.96.10 THE BOARD AGREES TO NO FURTHER APPOINTMENTS TO ALTERNATE STREAM)

a) For the rank of Instructor

(i) A Baccalaureate degree;

or

(ii) Professional or semi-professional qualifications plus relevant professional experience which allows the individual to make a contribution to a program.

b) For the rank of Lecturer

(i) A Master's degree or equivalent degree;

or

(ii) A Baccalaureate degree and an appropriate professional qualification;

and

(iii) Proficiency in one of the areas of professional specialisation of the Unit to which the candidate is appointed and proficiency in imparting that specialised knowledge and current professional expertise to students.

c) For the rank of Assistant Professor

(i) A Doctoral degree;

or

(ii) A Master's degree and appropriate professional qualifications;

and

(iii) Demonstrated, over five (5) years, effectiveness in teaching based in part on mastery of the subject area and the ability to stimulate and challenge students;

and

(iv) Evidence of current professional development that continues to enhance and broaden the candidate's capacities as a professional and teacher;

and

- (v) Evidence of current professional involvement in the community through practice, consultation, activities in professional organisations, and public education and service.
- d) For the rank of Associate Professor
- (i) A Doctoral degree;
- or
- A** Master's degree and appropriate professional qualifications;
- and
- (ii) Demonstrated over five (5) years at the **rank** of Assistant consistently high quality of teaching that clearly indicates exceptional qualities **as** a teacher, and teaching performance above the normal expectations of an alternate teaching stream Member as evaluated by peer review and recognition **as** a teaching expert;
- and
- (iii) Achievement of clinical or professional expertise that is highly regarded and recognised by the professional peers **as** making significant contributions to the advancement of the profession. Demonstrate increased depth in defined areas of practice and teaching **as** evidenced by the development, utilisation, and dissemination of innovative teaching techniques;
- and
- (iv) Continuous enhancement and broadening of capacities through professional development since previous promotion;
- and
- (v) Evidence of current professional involvement in the community through practice, consultation, activities in professional organisations, and public education and service since previous promotion.
- e) For the rank of Full Professor
- (i) **A** doctoral degree;
- and
- (ii) Demonstrated over at least ten (10) years of **full-time** teaching in a university, or in an institution of equivalent level, a consistently high quality of teaching that clearly indicates exceptional qualities **as** a teacher, and teaching performance above the normal expectations of an alternate teaching stream Member **as** evaluated by peer review and recognition **as** a teaching expert;
- and
- (iii) Demonstrated (including publication) originality and creativity in the advancement of the profession through teaching innovations and contributions to the profession;
- and
- (iv) Has achieved a reputation among professional peers **as** an expert in a specialised area on a provincial and/or national level.

3. Academic Qualifications Guidelines for Appointment or Promotion of Professional Librarians and Archivists.

a) For the rank of General Librarian or General Archivist

A Master's degree, in Library or Archival Studies.

b) For the rank of Assistant Librarian or Assistant Archivist

(i) A doctoral degree, it being understood that unless this doctoral degree is in the field of Library Science or Archival Studies, it shall be accompanied by a Master's degree or equivalent qualifications in Library Science or Archival Studies;

or

(ii) A Master's degree in Library Science or Archival Studies and professional service and library or archival supervisory skills relevant to academic librarianship or archival management, the quality of which is established as clearly satisfactory by whatever is the generally accepted method of evaluation over a period of four years; and demonstrated evidence of scholarly activity as per Article 2:00.

c) For the rank of Associate Librarian or Associate Archivist

(i) An appropriate doctoral degree, it being understood that unless this doctoral degree is in the field of Library Science or Archival Studies, it shall be accompanied by a Master's degree or equivalent qualifications in Library Science or Archival Studies;

or

in exceptional cases, a Master's degree in Library Science or Archival Studies and professional service and library or archival supervisory **skills** relevant to academic librarianship or archival management, the quality of which is established as clearly satisfactory by whatever is the generally accepted method of evaluation over a period of four years; and demonstrated evidence of scholarly activity as per Article 2:00 since last promotion;

and

(ii) At the time the promotion to Associate becomes effective, at least five (5) years of full-time professional service relevant to academic librarianship or archival management.

d) For the rank of Full Librarian or Full Archivist

(i) An appropriate doctoral degree, it being understood that unless *this* doctoral degree is in the field of Library Science or Archival Studies, it shall be accompanied by a Master's degree or equivalent qualifications in Library Science or Archival Studies;

or

In exceptional cases, a Master's degree in Library Science or Archival Studies and professional service and library or archival supervisory **skills** relevant to academic librarianship or archival management, the quality of which is established as clearly satisfactory by whatever is the generally accepted method of evaluation over a period

of four years; and demonstrated evidence of scholarly activity as per Article 2:00 since last promotion;

and

- (ii) Have demonstrated outstanding professional performance and, in addition, have shown evidence of on-going scholarly activity of good quality (as per Article 2.00) throughout the Member's career and after his/her promotion to Associate Librarian or Associate Archivist. This work must be judged by four (4) external referees, two of whom may be nominated by the candidate;

and

- (iii) Have normally accumulated, at the time the promotion to Full Librarian or Full Archivist becomes effective, at least ten (10) years of full-time professional service relevant to academic librarianship or archival management.

4. Bilingualism.

- a) The Board may, in consultation with the Units:
 - (i) Stipulate in advertising for and in appointing Members, that a bilingual candidate is preferred or required;
 - (ii) Require the appointment of candidates capable of working in either or both of the official languages in order to improve the balance between courses offered in English and courses offered in French within any Academic Unit, School or Faculty;
 - (iii) Require the appointment of candidates capable of working in either or both of the official languages in the Library;
 - (iv) Consider bilingualism as a desired qualification for those Members who are selected to take on specific responsibilities.
- b) Letters of appointment shall clearly indicate any bilingual requirements which are to be a condition of being granted tenure and any assistance that the Board might agree to provide to the Members for them to meet these requirements.
- c) A Member's performance in both French and English will be taken into consideration in such ~~matters~~ as promotion and tenure.

- 5. A Member who has consistently demonstrated clearly outstanding performance in the areas of teaching/professional librarianship, research, and/or administration may, in extraordinary circumstances, be promoted to the next rank without fulfilling the years of experience criterion as stipulated in Sections 1c, 1d, 1e, or 2b, 2c, 2d of this Article. The burden of proof of outstanding performance rests with the applicant.

ARTICLE 2.21 - APPOINTMENT AND RENEWAL

Appointment of Members of the Bargaining Unit

1. New appointments that fall within the Bargaining Unit shall normally be advertised
 - a) Within the University and
 - b) Outside the University

In suitable national and discipline publications such as University Affairs, CAUT Bulletin and other publications that may be especially directed to professionals who belong to any of the four designated employment equity groups. Advertisements shall contain a clause stating that Laurentian University is committed to employment equity.

2.
 - a) Appointments shall be made by the Vice-President, Academic on behalf of the Board and on the recommendation of the Dean/Director of the Library and the written recommendation of the majority of the Members of the Department/School concerned after scheduled, minuted meeting(s) with Unit Members, Individual Members may choose to vote in person, by email or by facsimile. Proxy voting is not permitted.
 - b) The letter of appointment shall indicate the Unit to which the Member will be assigned and shall also indicate whether the appointment is to the regular stream or the alternate teaching stream.
 - c) In the event that an appointee will have duties and responsibilities in more than one Unit or program then one Unit shall be declared to be the Member's Unit. Wherever in this Agreement recommendations or evaluations of a Member's performance are required from a Unit, in addition to the recommendation or evaluation from the assigned Unit, the other Unit(s) or program(s) shall also submit their recommendation or evaluation; these recommendations shall carry a weight approximately proportional to the duties and responsibilities of the Member in each program/Unit.
 - d) Advertisements for all vacant positions shall refer to the LUFA website where candidates can access the Collective Agreement.
3. If a number of candidates have been judged to be substantially equal in qualifications and appropriateness of academic specialisation, priority shall be given to Canadian citizens, permanent residents, and persons on minister's permits.
4.
 - a) Where selection has to take place among equally qualified candidates, relevant criteria for appointment shall include teaching/professional, scholarly potential and employment equity goals.
 - b) in disciplines where it is difficult to attract qualified faculty, and/or in order to achieve employment equity goals, the University and LUFA will work together to devise and implement innovative appointment arrangements in order to combine appointments with the opportunity to complete doctoral degrees.
 - c) All Unit search committees for new faculty appointments shall include at least one (1) woman. Where the Unit has no women Members, the Dean/Director of the Library, in consultation with the Unit, shall appoint a woman Member from another Unit to the search committee.
 - d) The search committees shall be proactive in the recruitment of female candidates. If it is not possible to find a suitable female candidate for the short list, then the search committee will provide the VicePresident Academic with a detailed summary of the special measures that

were undertaken to satisfy this requirement.

5. Appointments shall be made only to the ranks referred to in this agreement, *viz.*, instructor, lecturer, assistant professor, associate professor, full professor, and the corresponding library ranks (general librarian, assistant librarian, associate librarian, full librarian).
6. a) Appointments shall be made to either the regular stream or the alternate teaching stream, only in the status categories referred to in this agreement, *viz.*, limited term, probationary and tenured. From time to time the parties may agree to other categories. Appointments to the alternate stream may be made in the School of Human Movement for Members whose **primary** responsibility is the teaching of applied courses and activities, the School of Nursing for Members whose primary responsibility is clinical education; the School of Social Work for Members whose *primary responsibility* is the coordination and supervision of field placements, admissions and the teaching of practical courses; and the Department of Français for Members whose primary responsibility is language instruction. Such appointments may not be made in any other Unit. Furthermore, such appointments cannot be made where the number of alternate stream Members would exceed 25% of the full-time faculty of the Unit.

b) Any Member may apply for an opening in the other stream. Should Members of one stream receive appointments in the other stream they shall transfer with their rank, salary, and type of appointment provided the rank and type of appointment in the new position have been authorised by the Vice President Academic.
7. Appointments shall be made only to the status categories referred to in this agreement, *viz.*, limited term, probationary and tenured. From time to time the parties may agree to other categories.
8. Candidates from within the bargaining Unit shall be entitled to consideration for all advertised posts.
9. Letters of appointment shall specify all terms and conditions of appointments, including rank, status, and salary, and any special conditions such as bilingual requirements per Article 1.25 and formal educational requirements per Article 2.20, special sabbatical credit per Article 3.21 and extra moving expenses per Article 4.55. No letter of appointment shall contain any conditions not consistent with this Agreement. A copy of the letter of appointment, or revisions thereof, shall be forwarded to LUGA at the same time as the original is sent to the candidate. The candidate's telephone/fax numbers and email address, as well as any other means of contacting the candidate will be included if the candidate has provided them.
10. Upon appointment new Members shall provide the Vice-President, Academic copies of their birth certificate, or equivalent document, and certified copies of their academic degrees and, if required for the position, their professional qualifications.

LIMITED TERM APPOINTMENTS

11. Limited Term appointments are appointments that carry no implication of renewal or continuation beyond the stated term and no implication that the appointee shall be considered for tenure. Limited term appointees must be assigned to an academic Unit and shall be considered Members unless excluded by Article 1.30 - Recognition of the Bargaining Unit. Limited term appointments are utilised
 - a) To bring distinguished visitors to the University.
 - b) For exchange appointments.
 - c) To provide replacements for Members on leave.

- d) To respond to specific academic needs which the Board, for academic and/or budgetary reasons, does not wish to result in an appointment in the probationary stream. This shall be done in consultation with the Association who shall not unreasonably withhold its agreement.
 - e) For appointments to programs with provisional funding or of a trial nature.
12. Where appointments must be made urgently, the Vice-president, Academic may, with the agreement of the parties, authorise exceptions to the procedures in paragraphs 1 and 2 of this Article. Such agreement shall not be unreasonably withheld.
 13. The Vice-president, Academic has the discretion, after consultation with the Unit and the Dean/Director of the Library, to re-appoint the holder of a term appointment without further advertisement. Should the Board choose to readvertise the post, the incumbent may apply, but retains no right of preference over other acceptable candidates. The normal procedures for appointment will apply.
 14. Term appointees may not apply for promotion in the final year of their term appointment, unless they had been prevented from applying in the year immediately preceding. A term appointee reappointed to a further term appointment or a term appointee reappointed to a probationary position shall be reappointed to the same rank that he/she held in the previous appointment. A Member so reappointed may, subsequent to reappointment, also apply for a promotion as per Article 2.23. If the Member is granted a promotion, the said promotion shall be retroactive to the date of the Member's reappointment.
 15. Term appointments shall be limited to a total of three-years, except by agreement of the parties. In cases where the limited term appointment is a replacement for an academic administrator, the appointment may be for a term up to five-years. The initial term may be for less than a full academic year, but reappointment shall normally be for a full twelve-month period. The term limits (three or five) shall apply whether or not the term appointments are consecutive or intermittent.
 16. Non-renewal of term appointments shall not be subject to grievance.
 17. For the duration of this Agreement, the Board agrees that the total number of limited term appointments will not exceed fifteen (15) percent of the total number of faculty members except with the agreement of the parties.

PROBATIONARY APPOINTMENTS//TENURE APPOINTMENTS

18. Probationary appointments are defined as appointments lasting up to a maximum of five (5) years, during which time the employer and the employee are afforded an opportunity for mutual appraisal.
19. Probation does not imply that the Board will grant tenure at the end of the probationary period, it does imply that the Board will give serious consideration to awarding tenure.
20. Should a Member holding a term appointment wish to apply for a probationary appointment, the Member's application shall be considered in the normal way along with all other applications for the position. Should such a Member be appointed to the Probationary position, at the Member's discretion, the Member's probationary period may be reduced by up to the number of years that the Member has served in limited term appointment(s) to a maximum of three-years.
21. Faculty appointed on probation will serve a maximum probationary period based on the academic rank at which the appointment is made. Faculty appointed at the rank of Lecturer/General Librarian or Assistant Professor/Assistant Librarian will serve a five-year probationary period. Faculty appointed at the rank of Associate Professor/ Associate Librarian and Full

Professor/Librarian will serve a three-year probationary period. Where a Member is appointed at the rank of Full Professor/Librarian the University may grant tenure on appointment. Under exceptional circumstances and upon recommendation of both the Unit and the Vice-President, Academic, where a Member is appointed at the rank of Associate Professor/Librarian the University may grant tenure on appointment, provided that the new Member is tenured at another recognised university.

22. An Associate Professor/Associate Librarian or Full Professor/Full Librarian who has at least three-years service to the University, who has applied for a probationary position, shall be considered for such a position on the basis of the criteria listed in Article 2.22 - Tenure Evaluation. Should such a Member be appointed to the position, it shall be a final probationary appointment of one (1) year with tenure evaluation to begin by September 30 of that year.
23. In the case of persons appointed at the rank of Lecturer/ General Librarian and Assistant Professor/Assistant Librarian, the initial probationary appointment shall be for a period of three (3) years.
 - a) In their initial letter of appointment by the Vice-President, Academic and in their annual evaluation letters by the Deans/Director of the Library, all Members on initial probationary contract shall be notified that they shall begin to undergo a renewal evaluation by the FPC/FFPC/LPC no later than September 30 of the final year in their initial probationary contract.
 - b) Subject to satisfactory performance as outlined in c) below, the initial probationary contract will be followed by a further two year probationary appointment with a tenure evaluation to take place in the final year of that second appointment or as per Article 2.22.
 - c) The decision whether or not to offer a second two (2) year probationary appointment shall be reached on the basis of:
 - (i) judgement of satisfactory performance under procedures set out under Article 2.11 - Annual Report for Members, Article 2.22-Tenure Evaluation Procedures and Article 4.11 - Procedures for the Award/Denial for a Progress-Through-the-Rank Increment;
 - (ii) and, for alternate teaching stream faculty, satisfactory evaluations of teaching, professional expertise, and development; assessments shall include decanal and peer assessments of teaching based in part on class visits.
 - d) In assessing the Member's progress toward meeting the requirements for tenure outlined in Article 2.22 paragraphs 2. c, d or e, the FPC/FFPC/LPC shall comment on each aspect of these criteria. The FPC/FFPC/LPC should also comment on the rate of progress shown during the initial probationary period. If the performance is found unsatisfactory the FPC/FFPC/LPC may recommend that the Member not be offered a final probationary appointment.
24. In the case of persons appointed at the rank of Associate Professor/Associate Librarian and Full Professor/Librarian, the initial appointment shall be a three (3) year Probationary appointment with a tenure evaluation to take place in the final year of the appointment, except as modified in paragraph 20 above.
25. The tenure evaluation is to be conducted in accordance with the procedures set out in Article 2.22 Tenure, and will result in a decision either to award tenure or to allow the appointment to lapse.
26. In the interest of ensuring the equitable hiring of tenure-track (or probationary appointments) candidates, by 1 October of each academic year, the parties will establish an Appointments

Review Committee which will analyze all appointments made between 1 September of the previous academic year to 30 August of the current academic year with a view to assessing whether the conditions set forth in Article 1.22 as well as sections 1 to 10 of this Article have been abided to on a global basis.

The Committee will consist of two persons nominated by the Association and two persons nominated by the Board, one of whom shall be the person responsible for academic staff relations.

- in its deliberations, the Committee will verify whether or not there has been discrimination, (Article 1.22), most especially against Aboriginals, visible minorities and those with physical handicaps and from Article 2.21, proper advertising (s.1);
- that priority has been given to Canadian citizens, permanent residents, and persons on ministerial permits (s.3);
- and that where selection has taken place among equally qualified candidates, relevant criteria for appointment have included teaching/professional, scholarly potential and employment equity goals (s.4);
- it will also review the overall fairness of the selection procedures including whether candidates within the bargaining Unit have been given equitable consideration (s. 8);
- if needed, and within limits of privacy legislation, the Committee will have access to all documents associated with a particular hiring cycle.

The Board and the Association will co-chair the Committee and both chairs will be responsible for presenting a written report to the parties by 30 November which will include an analysis of hiring practices over the previous year by Unit/Faculty/University as well as recommendations to Units/Faculties/University on how to advance equitable hiring for the coming year.

ADJUNCT APPOINTMENTS

- 27 a) When it is appropriate for academic *teaching/scholarly* or professional reasons, a person may be appointed to a position as Adjunct Professor, who shall be a Member if they carry any of the duties consistent with this Collective Agreement. An Adjunct appointment shall be made by the Vice-president following approval by the Senate after recommendation by the academic Unit concerned as well as other appropriate bodies. Adjunct appointments do not have **ranks** and do not **carry** the right to vote in Unit decision making.
- b) There shall be no new appointments to the currently designated Affiliate Professor category. Professors currently designated as Affiliate Professors are eligible to be transferred to the Adjunct status at the expiry of their current term of appointment.

CROSS APPOINTMENTS

28. When it is appropriate for academic *teaching/scholarly* or professional reasons, Members may be appointed to more than one (1) Unit of the University such that the salary of the Member is charged to one (1) fiscal Unit, but he or she is named to another Unit in which he or she has a sustained academic *teaching/scholarly* or professional interest. Such appointments shall be called cross appointments.
29. A cross appointment shall only be made with the consent of the Members of all Units concerned,
30. A cross appointment shall be made by the Board for a fixed period not exceeding five (5) years,

and may be renewed or altered with the consent of the Member and on the recommendations of the Unit(s) concerned. The termination or alteration of a cross appointment, except for cause, shall not in itself jeopardize the Member's appointment with the University in the Unit of primary responsibility, as specified in section 33 of this Article. Notwithstanding any of the foregoing, a cross appointment will terminate upon the termination of the appointment in the Unit of primary responsibility as specified in section 33 of this Article.

31. The sources and level of administrative and academic teaching/scholarly support available to the Member with a cross appointment shall be mutually agreed by the Member and the Unit concerned and shall be confirmed in writing by the Chair/Director.
32. In the case of a cross appointment, the procedures and criteria to be used in assessing the Member for renewal of tenure-track (or probationary) appointment, tenure and promotion shall be those of the Unit of primary responsibility as specified in section 33 of this Article.
33. The Chair/Director and the appropriate Members of the other Units shall be consulted formally during the renewal, tenure and promotion process. This consultation shall not involve examination of the assessment file but shall be limited to written comments concerning the contribution the individual has made to the cross-appointed Unit.
34. The letter of cross appointment shall state the privileges and sharing, if any, of duties and responsibilities between or among Units.
35. Members holding a cross appointment shall be eligible to attend meetings of all Units to which they are appointed, but may vote, be elected to or appointed to committees only in their Academic Unit of primary responsibility.

SPOUSAL HIRING APPOINTMENTS

36. When a candidate has been recommended by a Unit for a tenure-track (or probationary) or tenured position and has a spouse or partner who may be qualified for an academic position, an Academic Unit appropriate to the discipline of the spouse or partner may recommend a 1-3 year term appointment without advertising under the following conditions:
- (a) The Vice-president, Academic has confirmed the availability of a position within the Academic Unit in question;
 - (b) The Chair/Director has made available an application file for viewing **by all** Members of that Academic Unit and has arranged interviews and open meetings with the candidate and the Members in the Unit, on campus or through Telecommunications Technology;
 - (c) A majority of the full-time Members of the Academic Unit by vote have approved of the recommendation, including the term of the appointment when applicable;
 - (d) The appointment has been approved by the Vice President, Academic after review of the application file and the Unit recommendation;
 - (e) The decision of Vice-president, Academic is not subject to grievance.
37. Notwithstanding the provisions of section 15 of this Article, an appointment made under the provisions may be extended, subject to Unit approval, for a period of up to five-years in total.
38. At any time, the total number of spousal appointments shall not exceed five.

ARTICLE 2.22 - TENURE EVALUATION PROCEDURES

1. a) in the interest of the University community and of society at large tenure protects free criticism and independent judgement and hence forms an integral part of Academic Freedom per Article 1.21.
 - b) Tenure means permanency of appointment. Such an appointment may be terminated through resignation, retirement, dismissal for cause as established by a proper hearing, redundancy or financial exigency consistent with the terms of this Agreement, or as otherwise stated in this Agreement. Tenure includes the right during appointment to academic freedom and to fair consideration for increases in responsibility and salary, and promotions in rank.
2. Tenure Evaluation
 - a) Members on probationary appointments shall normally begin to undergo a formal tenure Evaluation by the FPC/FFPC/LPC no later than September 30 of the final year of their probationary status. However, Members may apply for tenure one (1) year prior to the final year of their probationary status. An early application for tenure may not result in a termination of appointment. Members considered for tenure at the end of the normal probationary period may be awarded tenure, denied tenure, or if the Member has not made an early application for tenure, may have his/her probationary period extended by one (1) additional year, during which she/he shall be evaluated for tenure for a final time. A Member may not be considered for tenure more than twice.
 - b) All Members on probationary appointments shall begin to undergo a formal tenure evaluation by the FPC/FFPC/LPC no later than September 30 of the final year of their probationary status.
 - (i) However, in recognition of the fact that Members may have to deal with heavier than normal personal responsibilities or extraordinary circumstances, not faced by the majority of other Members, the opportunity is provided for a Member to request a delay of up to two years in the tenure review process. Members wishing to delay their final tenure evaluation must apply in writing to the appropriate Dean/Director of the Library no later than August 1 of the final year of their probationary appointment describing the special circumstances why a delay in tenure review is requested, identifying the particular area in the performance of the Member that would be strengthened by the delay and what steps the Member will take to meet the requirements for tenure during the period of the delay. The Dean/Director of the Library, after discussion with the appropriate academic Unit(s) will forward a recommendation to the Vice-president, Academic who will render a decision by September 8. The Vice-president, Academic may authorise a delay in tenure evaluation for up to two years. If the Vice-president, Academic does not authorise a delay in tenure evaluation, the evaluation will proceed. Failure by the Vice-President, Academic to authorise a delay in tenure evaluation shall not be subject to grievance and arbitration.
 - (ii) Members who have taken maternity leave of seventeen (17) weeks or adoption leave of eight (8) weeks as provided under Article 3.51 – Family Responsibility during their probationary period may elect to postpone the mandated evaluations leading to tenure (both the evaluation for renewal of the probationary appointment and the final tenure evaluation) by one (1) year for each incident of leave period.
 - c) in the case of regular stream teaching faculty, this evaluation shall be based exclusively on an assessment of:

- (i) The probationer's performance, as exemplified in teaching and scholarly activity. In no instance will tenure be awarded if teaching performance is judged unsatisfactory as determined solely by the methods of teaching evaluation mandated by the Collective Agreement. However, the nature and scope of past teaching activities shall be taken into account in assessing a Member;
 - (ii) The probationer's contribution to the Department or School, to the University, and as appropriate to the wider community; and
 - (iii) Whether the probationer has met the formal educational and/or professional and/or linguistic qualifications specified in the original letter of appointment.
- d) in the case of alternate stream faculty this evaluation shall be based on an assessment of:
- (i) Probationers' performance, as exemplified in teaching, the execution of their assigned workload, and professional development. Assessments shall be based in part on class visits by the Dean and the probationers' peers. In no instance will tenure be awarded if teaching performance is judged unsatisfactory. A negative decision can be based only on the methods of teaching evaluation mandated by the Collective Agreement;
 - (ii) The probationer's contribution to the Department or School, to the University, and as appropriate to the wider community; and
 - (iii) Whether the probationer has met the formal educational and/or professional and/or linguistic qualifications specified in the original letter of appointment,
- e) in the case of librarians, this evaluation shall be based exclusively on an assessment of:
- (i) The probationer's performance, as exemplified in professional and scholarly activity. In no instance will tenure be awarded if overall professional performance is unsatisfactory. The amount and duration of release time allowed librarians for scholarly output shall be taken into account in assessing a Member;
 - (ii) The probationer's contribution to the Library, to the University and as appropriate to the wider community; and
 - (iii) Whether the probationer has met the formal educational and/or professional and/or linguistic qualifications specified in the original letter of appointment.
- f) In the conduct of its tenure evaluation, the FPC/FFPC/LPC shall:
- (i) **Ask** each tenured Member of the Unit concerned for a written assessment of the candidate, plus recommendation in terms of the criteria stated in 2 c) d) or e) above. Each Member has a responsibility to submit such an assessment. The Members' reports shall be forwarded to the Faculty/Library Personnel Committee not later than October 15, and summaries shall be made available to the candidate by the Chair of the FPC/FFPC/LPC, without attribution of assessors.
 - (ii) Receive a written assessment/recommendation from the Dean/Director of the Library not later than October 20 and forward a copy to the Member.

The Parties agree that, where Members are appointed to more than one Unit, assessments shall be sought from **all** Members of each Unit. The assessments shall be weighted in the process to reflect proportionately the extent of the Member's teaching assignments in each of the Units.

In Units with fewer than six members and in cases where fewer than four colleagues are required (by reason of tenure qualifications, etc.) to provide assessments, a Memorandum of Agreement shall be entered into with LUFA and in consultation with the Member and with other members of the Unit to provide an appropriately-sized and appropriately-qualified panel of assessors.

Notwithstanding the foregoing, any member being assessed may request that assessments from additional colleagues with relevant qualifications and experience should be introduced. The Member shall so inform the Dean/Director of the Library in applying for tenure or promotion, and the Dean/Director of the Library shall officially request assessments from the nominated assessors. The FPC/FFPC/LPC will be responsible for deciding what weight to give such assessments.

- (iii) Assess the probationer's teaching/professional activities by means of evaluations that follow Senate sanctioned procedures and criteria, including student evaluations.
 - (iv) Interview the probationer.
 - (v) Forward a written assessment of the candidate including the assessment/recommendation of the Dean/Director of the Library, and their decision, in terms of the criteria stated in 2 c) d) or e) above, consistent with Article 2.00, to the Vice-President, Academic, with a copy to the probationer, no later than November 30 of the academic year in which the evaluation takes place.
3. No later than December 22 or the last day of session the Vice-president, Academic shall confirm or refer back, the decision. In the event that the Vice-President, Academic refers back the decision, the Vice-president, Academic shall state to the candidate and the FPC/FFPC/LPC, in writing, the reasons for the action. The Committee must re-examine and address the Vice-President's concerns within 21 days. In making a final decision whether to offer tenure the Vice-president, Academic shall also take into consideration any representations made by the Member as well as the response of the FPC/FFPC/LPC to the specific concerns expressed. The decision of the Vice-president, Academic whether or not to offer tenure shall be communicated in writing by the Vice-president, Academic to the Member with a copy to the FPC/FFPC/LPC and to the Association by February 22 of the academic year in which the Member is considered for tenure.
 4. All Members of the bargaining Unit with tenure on July 1, 1980 shall continue to have tenure.
 5. All full-time professional librarians of the bargaining Unit having previously been evaluated for a permanent position at the University shall be deemed to have tenure effective July 1, 1980.

ARTICLE 2.23 - PROMOTION PROCEDURES

1. The term "promotion" applies to advancement from the rank of Instructor to Lecturer, Lecturer to Assistant Professor, Assistant Professor to Associate Professor and Associate Professor to Full Professor, or to corresponding advancement for the Librarians from the rank of General Librarian to Assistant Librarian, Assistant Librarian to Associate Librarian and Associate Librarian to Full Librarian.
2. A Member is eligible to apply for promotion while on leave, but the Member is responsible for maintaining contact with the University and for all expenses incurred in making appearances when requested.
3. Members shall normally apply for their own promotion. Applications may also be submitted by Chairs/Directors, or a Dean/Director of the Library on behalf of Members who have not themselves applied where the Members have declared their willingness to be considered.
4. Applications shall be made on the prescribed application form and forwarded in triplicate to the office of the applicant's Dean/Director of the Library, together with three copies of all necessary and relevant documentation.
5. The application for promotion shall reach the Dean/Director of the Library not later than September 30, for decision in that Academic Year. Members are urged to consult with the Dean/Director of the Library well in advance of the application deadline. If the Member so requests by September 8, the Dean/Director of the Library will prepare a preliminary written assessment based on the requirements set out in the appropriate paragraphs of Article 2.20 within one (1) week of receiving the Member's application. A copy of this assessment will immediately be forwarded to the Member who will then have one (1) week to decide whether or not to proceed with the application.
6. The following documents must be attached to the application for promotion and must be submitted at the time of application:
 - a) An updated curriculum vitae of the applicant.
 - b) For applications for promotion to Full Professor/Librarian:
 - (i) A list of at least three (3) referees, of which two will be chosen, from outside the University qualified to assess the research and creative works of the applicant. In the case of Members of the alternate teaching stream, the assessors must be qualified to assess the professional and teaching qualities of the applicant as described under Article 2.20, 2. (3).
 - (ii) A copy of the research and creative works the applicant wishes to have considered in the examination of the application, it being understood that the applicant may attach a clear and detailed description of these works when the works are such that their physical submission is not practical. Barring unusual circumstances, it is assumed that all research and creative works submitted by the applicant will be made available to the external referees for review.
 - (iii) In the case of Members of the alternate teaching stream, other material necessary for an evaluation of the candidate's performance according to the criteria outlined in Article 2.20, 2. (e).

7. For promotions to the **rank** of Full Professor/Librarian, the Dean/Director of the Library will review each application and determine whether the candidate meets minimum service requirements and has a chance of success that is not low. If the determination is negative, the Dean/Director of the Library will inform the candidate and meet to explain the determination and to suggest what action should be taken to give a future application a reasonable chance of success. A written explanation shall be provided on request. Where the determination is positive or where a Member who decides to proceed with her/his application in spite of a negative determination, the Dean/Director of the Library shall ask each full-time Member of the applicant's Unit (or Units, as outlined in Article 2.22, paragraph 2 fi)) for a written assessment, using an appropriate form designed for the purpose, of the candidate in terms of the relevant criteria for promotion. The Member's reports shall be forwarded to the Chair of the FPC/FFPC/LPC not later than October 20. Summaries of the assessments shall be prepared by the Chair/Director of the Unit and the Dean/Director of the Library, and shall be made available to the candidate without attribution of assessors.

For promotion to **ranks** other than Full Professor these assessments shall be made available to the applicant as soon as summaries have been completed but at least one (1) week before an FPC/FFPC/LPC considers a given case. For promotions to the **rank** of Full Professor the summaries will be completed but not forwarded to the applicant until after the external assessments have been obtained. At that time the Chair of the FPC/FFPC/LPC will review the assessments for potential conflict of interest.

8. The Dean/Director of the Library will prepare **an** assessment/recommendation for each Member who has applied for promotion and forward this to the appropriate FPC/FFPC/LPC not later than October 31. For promotions to the **rank** of Full Professor/Librarian, the Dean/Director of the Library may append additional comments to the assessment within one (1) week of receiving the reports of the external assessors. These assessments shall be made available to Members as soon as they are prepared and at least one (1) week before an FPC/FFPC/LPC considers a given case.
9. The appropriate FPC/FFPC/LPC shall study each application and all relevant documentation and shall decide whether the criteria have been met. In making the decision, the FPC/FFPC/LPC shall refer to:
 - a) Article 2.00 -Rights, Responsibilities and Duties
 - b) Article 2.01 -Assessment of a Member's Performance
 - c) Article 2.20 -Academic Qualifications Guidelines

For appointment/promotion to the rank of Full Professor/ Librarian, the FPC/FFPC/LPC shall consider the assessment of the Member's scholarly activity as judged by four (4) external referees. Two (2) of these referees will be nominated by the candidate if the candidate so requests. Should the candidate fail to nominate one or both external referees, the Member's academic Unit will nominate the required referees. The additional external referees shall be appointed by the Vice President, Academic after consultation with the Unit. All external evaluations shall come to FPC/FFPC/LPC duly signed by the author.

10. Once the external assessment of the applicant's research or creative works is completed, the FPC/FFPC/LPC shall forward summaries without identification of author of all solicited information from external referees or otherwise confidential information to the applicant.
11. When the FPC/FFPC/LPC has completed its inquiries and deliberations it will forward its decision to the Vice-president, Academic. Except in the case of applications for promotion to Full Professor/ Librarian, this shall be done by February 15. All relevant documentation shall be attached, including the written comments and evaluations from the Unit's (or Units') Members, the Dean/Director of the Library, the FPC/FFPC/LPC, and in the case of applications to Full Professor/Librarian, outside referees. A copy of the FPC/FFPC/LPC's decision shall be forwarded to the Member.

12. No later than March 7, the Vice-president, Academic shall confirm or refer back, the decision. In the event that the Vice-president, Academic refers back the decision, the Vice-president, Academic shall state to the candidate and the FPC/FFPC/LPC, in writing, the reasons for the action. The Committee must re-examine and address the Vice-president's concerns no later ~~than~~ March 31. In making a final decision whether to promote, the Vice-president, Academic shall **also** take into consideration any representations made by the Member as well as the response of the FPC/FFPC/LPC to the specific concerns expressed. The decision of the Vice-President, Academic whether or not to promote will be communicated in writing by the Vice-president, Academic to the Member with a copy to the FPC/FFPC/LPC and to the Association.

13. In the case of Members at the rank of Lecturer/General Librarian who are awarded a doctoral degree, they shall be promoted to the **rank** of Assistant Professor effective **January** 1 or July 1 whichever next follows the award of the degree. The doctorate will be deemed to have been received when the individual can provide a diploma or a letter from the university where the doctorate is being obtained indicating that all the conditions for the doctorate, including the thesis defence and the corrections to the thesis, have been met. Members must supply a copy of the diploma or of the letter to their Dean/Director of the Library with a normal application form as well as an updated C.V. before the promotion procedures will be initiated. In the case of librarians, Members must also demonstrate that they are holders of a Master's degree in Library Science if their doctorate is not in Library Science.

ARTICLE 2.30 - PERSONNEL FILES

1. Official personnel files of a Member shall be kept by the appropriate Dean of Faculty or the Director of the Library, with copy in the office of the Vice-President, Academic. There shall be two types of files for Members, active files and archival files. Active files shall contain only information allowed under this article. Archival files shall contain material which has been banned for use in subsequent proceedings as in clauses 5, 6, 7, 8 and 9 of this article but which the University requires for matters other than those related to this Collective Agreement.
2. Members shall have the right to examine all of their personnel files during normal business hours, after notice in writing, in the presence of the Dean/Director of the Library or a person authorised by the Dean/Director of the Library. Material in the files which is to be held confidential according to the provisions of this Agreement will be removed from the files prior to their inspection by the Member. However, an inventory of this confidential material, certified by the Dean/Director of the Library, will be provided to the Member, such inventory shall identify all confidential documents by authorship (if appropriate), date and general subject matter only.
3. Members may request the VP Academic to provide one (1) copy of their personnel file, excluding confidential material according to the provisions of this Agreement but including the inventory thereof. Such requests will be filled within five (5) working days, at no charge to the Member. One (1) copy of additions made Subsequent to the initial copying may be requested under the same conditions and terms. Requests for additional copies will be filled at the convenience of the Vice-president, Academic.
4. No anonymous material concerning any Member shall be kept by the Board for inclusion in the Member's personnel file. Statistical summaries of student evaluations or written summaries of student comments unrelated to Senate sanctioned course evaluations, such summaries to exclude anonymous comments, shall neither be considered anonymous nor confidential and shall remain available when required by this agreement.
5. Members shall have the right to have all of their files supplemented or corrected in the event of error, or inadequacy. in the event of alleged distortion, Members shall have the right to provide additional material for inclusion in their personnel files. Members shall have the right to request the removal from their personnel file of any false, irrelevant or unsubstantiated material. Such requests shall be made through the Dean/Director of the Library as appropriate and must be accompanied with reasons why the material is false, irrelevant or unsubstantiated. In the event of refusal by the Dean/Director of the Library of such a request, the Dean/Director of the Library shall provide the Member with reasons why the material is true, relevant or substantiated, and shall send a copy of that response to LUFAs. Members can grieve according to the provisions of this agreement, providing only that such grievance is initiated within forty-five (45) working days of notification by the Board to the Members that the material in dispute is to be included in their personnel file.
6. Letters of assessments received in relation to the appointment of a Member shall be confidential and shall not be submitted as evidence in any subsequent proceedings against that Member.
7. Letters of reprimand are inadmissible evidence if used against a Member for any purpose when no further disciplinary measures have been imposed on the Member for two (2) subsequent academic years. In advance of any proceedings involving the Member, the Dean/Director of the Library shall remove such letters from the Member's personnel file and place them in a University depository. The Member shall be notified that this has been done.
8. All letters or assessments solicited by the FPC/FFPC/LPC and any summaries thereof shall be kept confidential and used only for the purposes for which they were solicited in any subsequent proceedings against that Member.

9. Student evaluations, in numerical or written form, shall not be admissible as evidence in any process involving a Member's tenure, promotion or dismissal if such evaluations are more than five (5) years old.
10. A full copy of a Member's file, including all letters of reference and assessments except those excluded by the provisions of this agreement, shall be made available to the FPC/FFPC/LPC and the Vice-President, Academic at their request for the purpose of promotion and tenure evaluation. Such committees will treat the file as confidential.
11. When confidential information is to be used by the Board in the course of proceedings to resolve a grievance, the detailed substance of such confidential information shall be made available at least one (1) week in advance of the hearing to Members or their duly authorized representative in a form which does not identify the author. For arbitration, reasonable efforts will be made to supply the information as soon as practicable, subject to the above.
12. Where in the opinion of an arbitrator the identity of the author is central to the resolution of the difference, the arbitrator shall be supplied with the information and may make use of it as essential to his decision while maintaining the confidentiality thereof.
13. The Board agrees not to release any individually identifiable information concerning a Member or Members without the written consent of the Member(s), except as provided for in Article 1.42 information.
14. in the case of an appeal against dismissal, the contents of the official personnel file shall be made available to the Member as a true copy if and when the formal grievance procedure has been initiated using the same protection of confidentiality as stated in paragraph 11

ARTICLE 2.40 - DISCIPLINARY MEASURES

1. Discipline of Members by the Board shall be only for just cause. The disciplinary measures taken shall be commensurate with the just cause.
2. "Just cause" for disciplinary measures shall include:
 - a) Serious unprofessional behaviour,
 - b) Failure to comply with any of the provisions of this Agreement, minor technical violations excepted.
3. The following are the only formal "Disciplinary Measures" which may be taken by the Board against a Member:
 - a) A formal reprimand in writing to the Member, specifying the grounds and adding this reprimand to the personnel file of the Member concerned.
 - b) The withholding of an annual increment as per article 4.11 - Procedures for the Award/Denial of an Annual increment.
 - c) The suspension without pay of a Member for a period of one to five, ten, fifteen or twenty working days. The reduction in pay shall be computed as 1/260 of normal salary per day of suspension. The suspension may, at the Vice-president's discretion, be scheduled so as not to interfere with a Member's teaching/library duties.
4. When a Dean/Director of the Library is satisfied following an investigation that there is just cause to write a formal reprimand the Dean/Director of the Library shall do so directly, although the Member has the right of review per Article 2.30 Personnel Files.
5. When the Vice-president, Academic is satisfied following an investigation that there is just cause to suspend a Member, the Vice-President shall do so by written communication to the Member, setting out therein the reasons therefore.
6. Cases involving the inability of a Member to perform reasonable duties by reason of physical or emotional illness shall be treated separately from cases for disciplinary measures. If sickness or disability is proven, leave shall be granted and the case dealt with within the University sickness and disability provisions. In exceptional cases when behaviour providing grounds for disciplinary measures is judged to be due to illness and the Member refuses to be placed under the sickness and disability provisions of this Agreement, disciplinary procedures may be initiated.
7. Grievances regarding disciplinary measures against Sessional Members shall be dealt with by the procedures in Article 2.95.7.

ARTICLE 2.41 -DISMISSAL PROCEDURES

1. "Dismissal" means the termination for just cause of a term appointment or a probationary appointment before the end of the stated contractual period, or the termination of a tenure appointment for cause at any time other than normal retirement. Neither the failure to renew a term or probationary appointment at the end of the defined term nor the decision not to grant tenure, nor termination of an appointment for the purpose of retirement, provided these actions are in accordance with this Agreement, constitutes dismissal.
2. Just cause shall be defined as:
 - a) Gross misconduct,
 - b) Persistent failure to discharge academic responsibilities as defined in this Agreement either through incompetence or neglect of duties.
3.
 - a) Cases involving the inability of a Member to perform reasonable duties by reason of physical or emotional illness shall be treated separately from cases of dismissal for cause.
 - b) Where such inability has been established, leave shall be granted and the case dealt with within the University sickness and disability provisions according to Article 3.4.
 - c) If the Member refuses to comply with the requirements of the University's sickness and disability provisions, e.g. refuses a medical examination required by the University pursuant to Article 3.4 or policies of the company carrying the insurance or refuses the leave associated with these procedures, the President may proceed to lay dismissal charges.
 - d) If the President proceeds with dismissal for cause, it shall be a sufficient defence to prevent dismissal for the Member to establish that failure to perform reasonable duties arose from physical or emotional illness.
 - e) If Members are on sickness or disability leave and consider that they have recovered and are capable of undertaking normal academic activities, they shall present medical evidence from a medical practitioner to their Dean/Director of the Library. If the Dean/Director of the Library agrees, the Members shall be reinstated with full rights and benefits forthwith. If the Dean/Director of the Library disagrees, the Dean/Director of the Library shall require the opinion of two (2) additional medical practitioners named by agreement with the Member, or if there is no agreement, by the O.M.A. The majority opinion of the three (3) medical practitioners shall prevail. The Board shall pay the cost of such additional medical examinations required by it.
4. Where the Dean/Director of the Library is satisfied that there is just cause to warrant dismissal proceedings, the Dean/Director of the Library shall make a recommendation, in writing to the President.
5. The President of the University may, by written notice for stated cause, suspend Members from some or all of their University duties and withdraw some or all of their University privileges, excluding membership in Senate, provided that dismissal procedures or procedures related to physical or emotional incapacity to perform reasonable duties (see 3 above), have already been initiated or are initiated within 24 hours. The suspension shall terminate with the conclusion of the dismissal or other proceedings, or at such earlier time as the President may deem appropriate. The stated cause must involve a situation perceived by the President as an immediate threat to the functioning of the University, or to any Member of the University. Salary and other benefits shall continue throughout the period of suspension.

6. If the President is satisfied that there is a prima facie case the President shall initiate dismissal proceedings in the following manner. The President shall notify the Member of the Director of the Library's room by letter to meet with the President, and such person as the President may wish for a discussion of the case. In this and all further proceedings, an advisor may be called. If this attempt fails to settle the matter, or if the Member refuses to meet with the President, the Member shall be informed by the President, in writing, by registered mail, of the reasons for the dismissal proceedings against the Member in sufficient detail to enable the Member to prepare a response.
7. If the Member's whereabouts are unknown to the University and the Association, the meeting contemplated in (6) above shall be dispensed with and the President may immediately give notice of dismissal by registered mail addressed to the Member's last known address.
8. The Association is authorized to carry forward a grievance on behalf of the Member commencing at step 2 of the grievance and arbitration procedure and proceeding through the arbitration provisions of this Agreement.

ARTICLE 2.50 - RETIREMENT

1. Normal Retirement Date

The normal retirement date of a Member shall be the first day of July next following the attainment of age 65, unless the Member's 65th birthday falls on the first day of July in which case the Normal Retirement Date shall coincide with the Member's 65th birthday.

2. Optional Retirement Dates

a) Early Retirement

Early retirement shall be governed by the regulations of the Laurentian University Pension Plan or if applicable by the terms of the Special Voluntary Early Retirement Plan, Appendix C.

b) Postponed Retirement

- (i) The Board may, at its discretion and with the approval or request of a Unit invite Members to postpone retirement beyond the normal retirement date. Each postponement shall be on a year by year basis, except that the postponement of the start of the retirement annuity may not be continued past the Member's seventy-first birthday.
- (ii) If Members wish to continue their contributions to their Money Purchase Account at the normal retirement date, the Employer will also continue to contribute to the account on the Member's behalf. However, no contribution will be made after the Member's seventy-first birthday. A postponed retirement shall be on a year by year basis whether full-time or part-time, except that the postponement of the start of the retirement annuity may not be continued past the Member's seventy-first birthday. Members who postpone their retirement will receive an actuarial reduction.

c) Retirement Date Other than July 1st.

Subject to paragraphs 2a) and 2b) and in certain circumstances a Member may request and the Pension Committee may approve the request, retirement, at a date other than July 1st. In this instance, an annuity shall be purchased as of the next date the Board will have available to it the evaluation of the total fund as of the date, which is, October 1, January 1, and April 1.

If such a request is made approved and implemented, only that Member's share of the net growth of the fund to the day preceding will be allocated.

3. Members retired from this University shall retain:
 - a) The right to their title and the listing of their name and their title in a special section at the back of the University Calendar, until the death of the Member.
 - b) The same library privileges as full-time Members, free parking in facilities available to full-time Members, and such other University facilities as may be granted by the Vice-president, Academic at his/her discretion.
 - c) The same exemption from tuition fees for themselves, their spouses, and their dependants as full-time Members, as per Article 4.53.
 - d) The same eligibility for free Physical Education Centre membership for themselves, their spouses and their dependants as full-time Members, as per Article 4.56.
4. To honour an outstanding contribution in an academic field, the Board may, in accordance with Senate policy, bestow the title of Professor/Librarian Emeritus upon a retiring Member.

ARTICLE 2.51 -RESIGNATION

1. Normally a Member may resign effective June 30 or December 30, with at least one month's written notice to the Vice-president, Academic. All leaves to which a resigning Member would be entitled must be terminated at that date.
2. Employment may be terminated at any time by mutual written agreement between a Member and the Vice-president, Academic.

ARTICLE 2.60 - FACULTY/FRANCOPHONE FACULTY/LIBRARY PERSONNEL COMMITTEE

1. Structure of the FPC/FFPC/LPC
 - a) in each Faculty there shall be a Faculty Personnel Committee (FPC) composed of seven (7) elected Members plus one (1) alternate. A Dean/Director of the Library appointed by the Vice-President, Academic shall be the non-voting Chair. All Members of the FPC must be tenured and no more than two (2) Members shall belong to the same academic Unit. Except as provided in (c), at least three (3) Members shall be Full Professors from within that Faculty. Every effort shall be made to seek nominations from female Members.
 - b) There shall also be a Francophone Faculty Personnel Committee (FFPC) composed of eight (8) members, two from each of the four existing Faculties. The elected Member with the lowest number of votes shall serve as the alternate. A Dean/Director of the Library appointed by the Vice-president, Academic (Francophone Affairs) shall be the non-voting Chair. All Members of the FFPC must be tenured and qualified Francophone Members i.e. must have taught or be scheduled to teach a course in French at Laurentian. Except as provided in d), at least three (3) Members shall be Full Professors. Potential candidates will be identified by the Office of the Vice-president, Academic (Francophone Affairs). Every effort shall be made to seek nominations from female Members.

If a Member wishes to have his/her case heard by the Francophone Faculty Personnel Committee, this intention must be indicated in writing at the time the application is made; otherwise the application will be heard by the appropriate FPC. Applications are to be sent to

the appropriate Dean who will forward these to the non-voting Chair of the Francophone Faculty Personnel Committee. Once a Member has selected a Committee, he/she is not free to change to another Committee either in that academic year or in the following year if the application was unsuccessful.

- c) In the Library, there shall be a Library Personnel Committee (LPC)) composed of five (5) elected Members and one (1) alternate. A Dean appointed by the Vice-President, Academic shall be the non-voting Chair. All Members of the LPC must be tenured and except as provided in (d), two (2) Members shall be Full Professors/Librarians. There shall be at least two (2) Members from the Library and at least two (2) must be Members of a Faculty outside the Library. Every effort shall be made to seek nominations from female Members. in the event that a Member from the Library wishes to have his/her case heard by a Francophone Faculty Personnel Committee the Parties will reach agreement on the composition of such a Committee by Memorandum of Agreement.
- d) in the event that the requirements in (a) (b) or (c) above cannot be met, the first priority in dealing with insufficient Members at a rank shall be to seek nominations by Members of that Faculty/Library of Members of another Faculty/Library at the required rank. The second priority shall be to seek nominations by Members of that Faculty/Library of Members from the next lower rank within the same Faculty/Library.
- e) In the Faculty of Management, there shall be a Faculty Personnel Committee (FPC)) composed of five (5) elected Members and one (1) alternate. A Dean appointed by the Vice-President, Academic shall be the non-voting Chair. All Members of this FPC must be tenured and except as provided in (d), two (2) Members, shall be Full Professors/Librarians. There shall be two (2) Members from the School of Commerce, one (1) from the School of Sports Administration and two (2) must be Members of a Faculty outside the Faculty of Management. Every effort shall be made to seek nominations from female Members.

2. Election of the FPC/FFPC/LPC Members

- a) The Secretary of Senate shall conduct the elections of the Faculty/Library Personnel Committees by October 15 of each year. The Board and the Association each shall appoint one (1) scrutineer for the elections.
- b) Nominations shall be by Members of each Faculty/Library. Voting shall be by Members of the faculty/library for Members of their own FPC/FFPC/LPC. Qualified Francophone Members may vote in the elections for faculty representatives on both the FPC and FFPC. Elections shall be conducted in the office of the Secretary of Senate by secret preferential ballot. Except as described in 1.b) the alternate will be the nominee, not elected who received the greatest number of votes.
- c) **Any** tenured Member may be a member of the FPC/FFPC/LPC it being understood that:
 - (i) No Vice-Dean may be a committee member.
 - (ii) The President of LUFAs and the Chief Grievance Officer of LUFAs may not be committee members.
 - (iii) An elected member may not serve for more than two (2) consecutive terms.
 - (iv) A Member may not be a committee member during the academic year s/he is on sabbatical.
 - (v) No Member may serve on more than one (1) FPC/FFPC/LPC in the same academic year.

- d) In the event that any positions of an FPC/FFPC/LPC are not filled through the election process outlined, the Dean of the Faculty/Director of the Library, or in the case of the FFPC, The Vice-President (Francophone Affairs) and an appointee of the LUFA Board shall seek, within five (5) working days, a mutually acceptable candidate(s) who shall be named to serve.

3. Term of Office and Vacancies

- a) The term of office of elected and appointed FPC/FFPC/LPC members shall be two (2) years, starting on September 30 following the election. To ensure continuity, the terms shall be staggered.
- b) A committee member who makes an application for promotion or for whatever reason is being evaluated by the FPC/FFPC/LPC shall be deemed to have resigned from the committee.
- c) in the event that replacements are needed, the Dean of the Faculty/Director of the Library or in the case of the FFPC, the Vice-president, Academic (Francophone Affairs) and an appointee of the LUFA Board shall (subject to 1. above) seek a mutually acceptable tenured candidate who shall be named to serve.

4. Voting, Recording and Reporting Procedures

- a) A quorum shall consist of the full committee. The alternate may replace any elected Member when needed to obtain quorum.
- b) The alternate Member shall act in the absence of a regular Member in order to obtain quorum. A regular Member who is unable to attend meetings shall *so* inform the Chair. The Chair shall formally invite the alternate to replace the regular Member. The alternate Member shall be kept informed of Committee proceedings and shall be invited to attend all meetings. The alternate Member has an obligation to stay abreast of the matters discussed.
- c) All decisions of the Committee shall be recorded. In order to establish which factors were persuasive in any given decision, the FPC/FFPC/LPC shall set forth in its decision its findings and the grounds for its decision. These decisions shall be kept in the office of the Dean/Director of the Library and in the case of the FFPC, in the office of the appropriate Dean and shall be available to the members of the Committee. Committee members shall make their decisions in a manner consistent with the Collective Agreement. A copy of the decisions shall be forwarded to the candidate. Each decision shall contain the following paragraph "The Member may make written representations to the Vice-president, Academic within ~~ten~~ (10) working days of the date on which the FPC/FFPC/LPC forwards to the Member a copy of its decision to the Vice-president, Academic."
- d) Decisions of the FPC/FFPC/LPC on renewal shall be by majority vote. Decisions of the FPC/FFPC on tenure and promotion shall require five (5) positive votes. Decisions of the LPC on tenure and promotion shall require four (4) positive votes. Members of the committee shall record their vote on an official ballot with their name on it and shall write on the ballot a reasonable opinion supporting the vote. The Chair shall rely on these opinions in writing the committee's decision. Prior to sending the committee's decision to the Vice-president, Academic, the report must be brought to FPC/FFPC/LPC for review. Members of the committee who wish to add a minority opinion may do so by submitting a written signed opinion which will be attached to the majority decision. Official ballots shall be retained until all procedures up to and including arbitration have been exhausted.
- e) Prior to the end of each academic year (April 7), the Chair of the FPC/FFPC/LPC shall make an annual report to the Vice-president, Academic summarising the activities and

decisions of the FPC/FFPC/LPC. This report shall indicate all decisions that were referred back to the FPC/FFPC/LPC by the Vice-president, Academic. A copy of this annual report shall also be sent to the President of LUFA.

5. Operating Procedures

The Chairs of FPC/FFPC/LPC shall ensure that at the commencement of evaluations for promotion and tenure, all members of the Committee are familiar with the employment equity policies.

- a) No Member of an FPC/FFPC/LPC shall participate in the evaluation/assessment of Members at the Unit level.
- b) (i) At least two weeks before the FPC/FFPC/LPC considers individual cases, the Chair will mail to each applicant a list of Committee Members and request that the applicant state in writing whether there exists a conflict of interest with any member of the Committee. It is the responsibility of the Chair of the committee to assure that each applicant completes this declaration before his/her case is heard. **An** applicant will not be allowed to declare a conflict of interest once the FPC/FFPC/LPC has started to discuss that particular case.
- (ii) If an applicant believes that a conflict of interest exists with any member of the FPC/FFPC/LPC, she/he will state the reasons in writing to the Chair of the Committee in sufficient detail to allow the Committee to assess the merits of the claim. The Committee will vote on the issue and if at least three members of the Committee are of the view that a conflict of interest exists the member of the Committee will be replaced by the alternate.

A member of the FPC/FFPC/LPC may declare a conflict of interest with the applicant and may withdraw from the Committee for that particular case.

If the Chair of the FPC/FFPC/LPC perceives a conflict of interest that has not been declared by either the applicant or the member of the Committee, the Chair may raise the matter with the Committee Member and/or the applicant and, if not satisfied with the response with the entire FPC/FFPC/LPC. A vote by simple majority of the FPC/FFPC/LPC will resolve the issue of whether or not a conflict of interest exists.

If a conflict of interest exists with **two** or more Members of the Committee, the Chair of the FPC/FFPC/LPC will find replacements according to the procedures of Article 2.60.

- (iii) In arriving at a decision on conflicts of interest, the Committee will be guided by the following principles. A conflict of interest occurs when a person has a duty to fairly decide or vote on an issue and there is a reasonable presumption that the person stands to benefit or be harmed from a certain resolution of the issue.

in the context of collegial decision making, prior service in the same department or school, joint service on University or LUFA committees or other normal acquaintance by itself does not constitute grounds for the presumption of a conflict of interest.

- c) Before making any decision or recommendation on any individual Member, the FPC/FFPC/LPC shall:
 - (i) Invite the Member to meet with the FPC/FFPC/LPC. The Member may be accompanied by a colleague of his/her choice.

(ii) Take into account but not be limited to the following evidence:

Those parts of the Member's current personnel file that are relevant to the matter being discussed. The Member shall be provided with a list of material from the personnel file that is being considered and that has not accompanied the application.

The assessments by the Members of the *Unit(s)* and by the *Dean/Director* of the Library.

Any relevant material specified in the candidate's letter of application or curriculum vitae. The candidate shall be responsible within reason for producing one true copy of any material that he/she wishes to be considered.

The oral and/or written submission made by the candidate.

Such other factual information as is necessary to understand the evidence.

- d) Once an FPC/FFPC/LPC has started to consider a case, it shall be the responsibility of that FPC/FFPC/LPC to see that case through to completion even if the process extends beyond one (1) academic year. In the event that replacements are needed, the Dean/Director of the Library and an appointee of the LUFBA Board shall (subject to Article 2.60 1. above) seek a mutually acceptable tenured Member(s) who shall be named to serve.

6. Responsibilities of the FPC/FFPC/LPC

- a) To make and place in the personnel files an evaluation in accordance with Article 4.11 - Procedures for the Award/ Denial of an Annual Increment,
- b) To formulate and forward to the Vice-president, Academic its decisions for those Members of the Faculty/Library whose names are being considered for the following:
- (i) Promotion per Article 2.23
 - (ii) Tenure per Article 2.22
 - (iii) Renewal of Probationary Appointment per Article 2.21
 - (iv) Merit increments as per Article 4.20.
- c) To make submissions on such matters as termination due to redundancy or financial exigency when requested to do so.
- d) To act as consultant on any other matters as requested by the University or required by the terms of this Agreement.

7. Deadlines

In the event that an FPC/FFPC/LPC is unable to meet any of the deadlines set out in this Collective Agreement by virtue of its inability to meet with quorum, then all subsequent deadlines in the particular procedure are extended by the length of time that FPC/FFPC/LPC requires to meet with quorum and make its decision or recommendation.

ARTICLE 2.70 - RESEARCH AND DEVELOPMENT SUPPORT

- a) For each of the years of the Collective Agreement the **Board** will provide to the Associate Vice-president, Research to enhance scholarly productivity through an open competition among Members:

Research Support (LURF) as follows:

2005-2006	\$123,000
2006-2007	\$127,000
2007-2008	\$130,000

- b) Upon initial appointment all probationary or tenured appointees shall receive a minimum \$4,000 start-up grant.

ARTICLE 2.90 - SESSIONAL APPOINTMENT PROVISIONS

The Parties recognise that the University's mission is best served by a largely full-time faculty and that it is not generally desirable to make sessional appointments a substitute for full-time faculty.

At the same time, the Parties recognise that sessional faculty add a significant level of diversity, expertise and practical experience to the University, and their value must be recognised in the governance and decision-making processes and generally in the on-going life of the University.

Teaching/professional librarianship duties comprise the only assigned function for Sessional Instructors.

ARTICLE 2.91 - SESSIONAL TEACHING RIGHTS AND RESPONSIBILITIES

1. Sessional Members shall be covered by the general provisions regarding teaching and librarianship of Article 2.00 paragraph 3, A1 Teaching and A2 Professional Librarianship except for specific clauses within this section that clearly apply only to full-time faculty.
2. The Chair/Director of the Unit shall structure the procedures required to fulfill responsibility in a reasonable manner.
3. The Chair/Director of the Unit shall make procedures regarding Sessional Members a matter of internal policy.
4. In all cases where a personnel action affecting Sessional Members is required, the action shall be an action of the full Departmental/School Council, even where general supervision is delegated to the Chair/Director to a coordinator, or to a committee.
5. The Chair/Director shall receive brief written reports from Sessional Members for each course taught.
6. Copies of course materials of Sessional Members shall be made available to the Department by the Dean.

ARTICLE 2.92 - SESSIONAL WORKLOAD PROVISIONS

1. a) If, once a contract has been executed, the workload of a Sessional Instructor must be altered, the agreement of the Member must be obtained.
b) Once a contract has been executed with a Sessional Instructor, such a contract shall not be cancelled in order to have the duties performed by a faculty Member until a full-time position is available.
c) Cancellation prior to its commencement of a course for which a contract with a Sessional Instructor has been executed can occur only in accordance with cancellation clause provisions contained in the contract.
d) Cancellation shall be used only where there is good cause to believe that the Member may be unable to perform. In the event of a cancellation the employer shall:
 - (i) Attempt to find work of equivalent value for which the Sessional Member is qualified; and failing this
 - (ii) Shall pay a cancellation fee of 15% of the agreed salary as outlined in the Letter of Appointment for courses taught during the Fall and Winter Terms; or
 - (iii) Shall pay a fixed amount of \$1,000 per 3-credit course to be stated in the Letter of Appointment.

Appointment, for courses taught during the Spring Session.

Sessional Instructors shall accrue Sessional Seniority for all cancelled courses once they have left the establishment. Cancelled courses shall not count toward establishment.

2. The contract is that Sessional Librarians shall identify in reasonable detail the hours during which the work is to be performed. These hours cannot be changed without the consent of the Member. The librarian pay equivalent shall be determined to be () hours per course credit of () (the figure used here to be agreed by the parties prior to any use of this provision).
3. The workload of a Sessional Member shall normally not exceed twelve credits per Fall/Winter session (September to April) and nine credits per Spring session (May to August). The credits taught by Sessional Members in off-peak courses shall not be included in these totals.

ARTICLE 2.93 - ANNUAL REPORT FOR SESSIONAL MEMBERS

Sessional Members shall submit brief annual reports to their Unit. Teaching Dossiers may also be submitted, at the option of the Member.

Departments shall make copies of these reports available to the Dean on request.

ARTICLE 2.94 - ANNUAL APPOINTMENT AND RENEWAL

A. Appointment of Sessional Members of the Bargaining Unit

1. Appointments of Sessional Instructors are made by the Vice-President Academic or his/her designate on behalf of the Board and on the recommendation of the Dean/Director of the Faculty and the Department/School concerned.
2. Sessional appointments and other extra-departmental assignments of courses shall be made from lists of courses prepared and maintained by the Departments or Units responsible for the particular course. This will enable appointments to be made expeditiously and at the same time in a way that honours Members' seniority and other rights.
3. All Members on the University roster shall be notified of the courses expected to be offered in their Unit(s) in all sessions of the coming year. This shall be done by April 15. Such notice must specify clearly the course courses, or type of course to which it applies. Sessional Members interested in teaching any of the available courses shall send a letter of application to the Unit head by April 15.
4. A letter of application, a current CV and other supporting documentation must be filed with the Department by the above dates. Notice may be given simply to bring forward a letter of application for previous sessions, but CV's must be up to date.
5. Members may have their names added to the rosters after the above dates. In such cases seniority and other rights shall not be forfeited.
6. Departments shall not be precluded from revising or otherwise withdrawing applications to their Unit either before or after the above date.
7. When courses are to be made part of Full-time Members' teaching loads they shall be offered by the Department in the form of overload appointments or sessional contracts.

Full-time Members, previous and current Sessional Members, Retirees, and other qualified candidates may apply for these contracts. In awarding them, the Chair/Director of the Unit, in consultation with the appropriate Dean shall follow the criteria for establishment and seniority listed in section B) and C) below, and for overloads in Article 2.10.6.b.

For Full-time Members who retired prior to 1 July 2002, the provisions stipulated in Article 2.94 in the 1999-2002 Collective Agreement shall apply.

8. During October of each year the employer will circulate to all Departments/Schools, LUFA and the Library a list of courses taught on an overload basis by Full-time Members of faculty or by Sessional Members during the two previous academic years. The list will also be posted in the Library Electronic Bulletin Board. Departments and Schools will be requested to post these lists on their respective Bulletin Boards. All courses listed will be deemed to have been posted.
9. When a Sessional appointment will be required for any other course, an advertisement shall be posted on a bulletin board by the Academic Unit with a copy sent to LUFA and to the Library. The list will also be posted in the Library Electronic Bulletin Board. The rosters shall remain open until ten working days after the posting on the bulletin board by the Academic Unit. Any outstanding course may be advertised locally.
10. Full-time Members wishing to teach courses for which Units other than their own are responsible shall be governed by the same procedures and dates as Sessional Members. Article 2.10-Academic Workload and Article 4.30-Overloads also govern such assignments.
11. In exceptional circumstances where appointments **must** be made shortly before, or even after, the commencement of instruction, and where time does not allow full compliance with the above procedures (e.g., in cases of illness of a Member originally scheduled to teach; opening of a new section of a course(s); unanticipated commencements of Leaves of Absence, etc.) the ten-day period referred to above shall be waived, but the Board of Governors undertakes that reasonable efforts will be made not to violate the appointment rights and seniority protection of Members intended by the foregoing. The Board shall inform the Association of each appointment made under this clause and the circumstances thereof forthwith. Any individual so appointed shall provide a letter of application and a current CV.

B. Establishment

1. Sessional Members shall be deemed to have Establishment status with respect of a particular course once they have been appointed to teach it for their third academic year. Such sessional contracts need not be in Consecutive academic years, but in no case shall exceed the previous six academic years.
2. Full-time Members seeking overload appointments shall be deemed to have Establishment status with respect to a particular course once they have taught a course for the third year on overload appointment or they have taught a course as part of their regular workload three times or a combination thereof. Such overload appointment or teaching need not be in consecutive academic years, but in no case shall exceed the previous six academic years.
3. Retirees shall be deemed to have Establishment status with respect to a particular course either when they have taught a course for the third year on sessional contracts *or* when they

have taught a course as part of their regular workload twice and have been hired at least once to teach a course on a sessional contract. Such sessional contracts or teaching need not be in consecutive academic years, but in no case shall exceed the previous six academic years.

4. The names of Established Sessional Instructors shall be printed in the departmental faculty listings of the next edition of the Laurentian University Calendar following a year in which an appointment is held.

C. Seniority

1. A Member with Establishment status shall accrue seniority credits with respect to a particular course. For the purposes of this Article, a distinction is made between courses offered in English and in French, and seniority credits shall accrue separately for each language version of what would otherwise be considered the same course. Where a course is replaced by a renamed, renumbered, or revised version of what is essentially the same course, or is replaced by a course that performs the same function in the Department's curriculum, seniority status shall apply to such a new course.
2. Members with Establishment shall accrue seniority credit each time they teach a course. Members teaching a particular course more than once in an academic year, shall accrue seniority credit each time they teach the course. This shall include one-term courses and shall include the spring session or other extra sessions of that academic year.
3. Members with Establishment and with highest seniority shall have first right of reappointment, subject to notice of those rights with respect to a particular term, as specified above. This shall apply only once the Member has achieved Establishment status. Seniority entitlement shall, during the fall, winter, and spring sessions, be limited to one section per term for each course in which a Member holds seniority. (Such rights are also governed by limitations described in article 2.92.3.)
4. Years of Seniority shall be the number of years in which a Member qualifies for seniority dated back to 1984. The onus shall be on the Member to establish his years of seniority prior to the above roster dates pertinent to the relevant session. Evidence might include, but is not limited to, any of the following in which clear identification is made: letters of appointment, pay records, University and Continuing Education calendars, course evaluations, grade sheets, administrative letters referring to the course. When requested, the Dean with authority for the course in question shall issue a written statement agreeing to reasonably established seniority claims.
5. Seniority shall be retained during academic years in which a Sessional Instructor is not offered reappointment, but shall not be increased during those academic years. Seniority shall not however be able to be exercised if the Sessional Instructor has not been offered reappointment over three consecutive academic years.
6. However, Seniority shall not be exercised if a Sessional Instructor has removed his/her name from a roster, or has declined an offer of appointment, for a second consecutive academic year.
7. Notwithstanding the foregoing, Sessional Instructors may request leave from a roster for up to two consecutive years for parenting, adoption, full or part-time graduate studies or as per Article 3.32. Such application shall be made on a one-year-at-a-time basis and shall not be

unreasonably refused. In such cases seniority shall accrue in respect of the years of leave.

D. Written Offer of Appointment

1. The Parties agree that Offers of Appointment shall be sent to Sessional Instructors as soon as possible before classes commence. Except for situations covered by Article 2.94, A, section 11, the Board shall endeavour to mail Offers of Appointment by the following dates: July 15 for the Fall Term, November 15 for the Winter Term, and March 15 for the Spring Term.

Each Offer of Appointment shall specify the course number(s), the number of credits, terms and conditions of employment including salary, benefits, sessional seniority, and cancellation conditions if applicable.

2. A copy of the current Collective Agreement shall be sent with any offer of employment, except where the applicant would already have received a copy.
3. A copy of each accepted Offer of Appointment shall be sent to the Association forthwith.

E. Grievance of Appointment Decision

1. In the event that an unsuccessful applicant for a sessional teaching position believes that someone else was appointed to the position in violation of the provisions of this Agreement, he/she may request within one (1) month of the decision a review of the appointment with the view of establishing whether the Board acted in accordance with the provisions of this Agreement when not appointing the unsuccessful candidate.
2. Such a request for review shall be directed to the Dean and/or the Association and shall involve initially an informal stage in which the Dean and a Grievance Officer appointed by the Association have an opportunity to review the available information. If agreement cannot be reached at the informal stage, the matter shall deal with according to the grievance procedures set out in Article 8.3.

ARTICLE 2.95 - WITHDRAWAL OF SENIORITY

1. The rights established by the provisions for seniority as described above may be altered or revoked in the event that the teaching performance of a Sessional Member is found to be unsatisfactory. Action that may affect the seniority rights of a Sessional Member may be initiated at the request of the Chair of the Academic Unit or the Dean and will normally occur only after an informal investigation establishes reasonable grounds for a formal procedure. There is an expectation that the Sessional Member will be made aware during the informal stage of an investigation of the concerns regarding his/her teaching performance and will be given an opportunity to give reasons why a formal procedure should not be initiated. The member will be advised of his/her right to union representation.
2. If after an informal investigation the Chair of the Academic Unit and the Dean are of the view that a formal procedure is warranted an investigation shall be conducted by the Departmental/School Council or a specially formed committee that reports back to the Council. LUFA shall be advised that this procedure will be invoked. Academic Units shall have reasonable flexibility in the constitution of such a committee. In all cases the investigating body must have at least four members who shall attend all meetings convened. Membership shall include the departmental chair, at least one (1) other Full-time Member of the Department, at least one (1) Sessional Member from the department (if there is one willing to serve), and a nominee of the Sessional Member under investigation (such nominee must be a Full-time or Sessional Member teaching in the Department during the current academic year).
3. The Member under investigation shall have the right to a full and reasonable statement of the Department's reasons for initiating the investigation. The Member shall have the right to examine all evidence under consideration at least ten working days before any final determination is made and make counter-representation on it in writing or in person or both. The Member shall have the right to be accompanied by a colleague.
4. The investigating committee shall present its findings to the Academic Unit Council stating the reasons for its conclusions in reasonable detail. The decision of the Council, which may differ from that of the Committee, shall be forwarded to the Dean for action.
5. The Council's determination may request that the Member be cautioned or that the Employer's seniority obligation to the Sessional Member be revoked or that the Member be placed on probation for the duration of one (1) course and that a further determination be made at the conclusion of that course.
6. The Dean may accept the recommendation, reject it, or refer it back to the Department for further consideration.
7. If the Dean decides on revocation of seniority rights, he shall advise the member and LUFA in writing, stating reasons. The Member shall have the right to request an appeal within ten working days of the receipt of that communication. The appeal shall be heard by a special FPC/FFPC, which shall consist of the regular FPC/FFPC, augmented by one (1) Sessional Instructor nominated by LUFA who will not vote. The Sessional Member shall have the right to be heard, to be accompanied by a colleague, to examine any evidence with at least ten days notice and to present counter-representation on it. The appeal body shall determine the case by simple majority. No further arbitration or appeal shall be open to the Member or the Board.
8. Where an appeal is determined in favour of a Sessional Member, and where the course has been, or comes to be, scheduled for the following academic year, the Sessional Member, subject to seniority, shall be assigned to, and paid for such a course or courses. Any other Sessional Member assigned in anticipation of a determination against a Sessional Member against whom withdrawal of seniority is anticipated shall be entitled to compensation.

- 9 Withdrawal of Seniority actions must first be initiated (as per section 1 above) by 1 June in order to be effective for the subsequent academic year.

ARTICLE 2.96 – PERMANENT APPOINTMENTS FOR SESSIONAL FACULTY MEMBERS

1. Definition: A Sessional with a continuous appointment who is responsible for undergraduate teaching/clinical education or supervision/ language teaching / skills teaching / coaching / writing assistance and other related duties as determined by the Board and outlined in a formal job description tabled with the Association. Nothing in this definition precludes the Board from working with the Boards of the three federated universities to create such a position funded jointly by the partners.
2. Qualifications: At least a Master's degree or appropriate professional qualifications and with proven competence in teaching.
3. Appointments: Sessionals with Establishment at least twelve-credits or four three-credit courses are eligible to be appointed as Permanent Sessionals. This is because they have demonstrated success in their teaching. Any new positions may be advertised internally **only**, must be offered to qualified existing sessionals, and must go through the normal hiring process of each academic Unit.
4. Workload The normal maximum teaching workload is 24 credits of which a maximum of 9 may be assigned in the Spring Session. There are no obligations or expectations with respect to research or service but nothing precludes a permanent sessional from participating in either activity voluntarily.
5. Transfer to Regular Faculty Ranks: A permanent sessional may be appointed to a regular faculty position without advertising under the following conditions:
 - (a) The Vice-President (Academic) has authorized a position for the Academic Unit
 - (b) The Unit head has made available an application file for viewing by **all** Members of the Academic Unit and has arranged interviews and open meetings with the candidate and Members in the Unit, on campus *or* through *telecommunications* technology.
 - (c) A majority of the full-time Members of the Academic Unit by vote have approved **of** the recommendation, including the term of the appointment where applicable
6. Compensation: Based on qualifications and university teaching experience, starting at the base of lecturer with provisions of increments of \$2,000 per year to a maximum of \$80,000, plus all regular benefits, vacation and working conditions. The starting salary of a candidate with previous teaching experience shall be based on with one (1) increment for each 24 credits previously taught. The position shall not contain ranks or promotion. Permanent sessionals shall be entitled to the professional development allowance equal to that of regular faculty.

7. Other. Article 1.21 (Academic Freedom); Article 2.40 (Disciplinary Measures, except 2.40.7) and Article 2.41 (Dismissal Procedures) shall apply to Permanent Sessional Members.
8. Should a Permanent Sessional Member be declared redundant, the Member will be entitled to severance pay equal to one (1) month of salary for each year of service, with a minimum of three months and up to a maximum of eighteen (18) months.
9. The University may appoint a maximum of up to 12 permanent sessional positions.

Other

10. The Board agrees to no further appointments to Alternate Stream.

ARTICLE 3.0 - RECOGNIZED AND OTHER HOLIDAYS

The following days and all days generally declared to be recognised holidays by Federal or Provincial authorities are recognised holidays and paid time off shall therefore be given to the Members on:

- a) Founder's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, New Year's Day.
- b) And on such other holidays as declared by the Board, including the customary Christmas recess.

ARTICLE 3.1 - VACATION

1. Vacation is the period during which a Member is not accountable to the University.
2. In addition to recognised holidays, each Member is entitled to a vacation of twenty-five (25) working days, after eleven (11) months of service and annually thereafter. Members on contracts of less than one (1) year duration are entitled to a pro-rated period of vacation. When Members have accumulated five full consecutive years of employment at the University, for each year of employment thereafter they shall be entitled to an additional two days of vacation to a maximum entitlement of thirty-five (35) working days.
3. The Members will be paid during vacation periods but there shall be no remuneration in lieu of vacation in the event that the Members choose not to take their vacation allowance.
4. The Members are required to take the vacation to which they are entitled. Vacation may not be accumulated from year to year. The Members are required to take their vacation between Spring Convocation and Labour Day, unless prior permission has been granted by the Dean/Director of the Library. Members may take their annual vacation at any time within that period provided that:
 - a) The period of the vacation does not conflict with a time during which the Members have scheduled duties assigned to them.
 - b) The Members have indicated the dates of their vacation to the Dean/Director of the Library, through their Chair/Director at least one (1) month in advance.
5. In the event of the death of Members, the value of any unused vacation entitlement will be paid to their beneficiary.

ARTICLE 3.21 - SABBATICAL LEAVES

1. Preamble

In recognition of the fact that full-time Members are required to continue to develop as scholars and researchers throughout their careers, the University maintains a policy of sabbatical leave intended for academic study, research or writing which will be mutually beneficial to the Member and the institution. For this purpose, sabbatical leave is defined as a period during which a Member is relieved of normal duties in order to:

- a) Engage in further training, advanced studies or courses at a study or research centre, including language study.
- b) Devote more time to scientific or creative work.

- c) Improve the University's relations with other universities or countries in the capacity of a visiting professor or visiting librarian.
- d) Gain practical or professional experience in a field connected with the Members' academic or professional specialization which will enable them to give instruction or, in the case of the library, service that is more complete and suitable to the requirements of the time.

In recognition of the fact that alternate stream Members are required to continue to develop as professionals and teachers throughout their careers, the University maintains a policy of sabbatical leave intended for professional development, which will be mutually beneficial to the Member and the Unit. For this purpose, sabbatical leave is defined as a period during which Members are relieved of normal duties in order to gain practical or professional experience in the Members' specialization which will enable them to give instruction that is more relevant and current.

Members who are on sabbatical leave and who elect to remain on campus for **all** or part of the duration of the leave shall not normally be assigned any formal workload nor shall they normally participate in any formal activities of the University other than those required by this Agreement. Members who have indicated in their sabbatical plan their intent to spend part or all of their sabbatical leave on campus are entitled to suitable office space on campus. Sabbaticants required to move their offices shall have all moving and storage expenses paid by the Board.

The Board will replace Members on sabbatical leave when it deems it necessary. The Board retains the right to limit the number granted leave in keeping with its academic responsibilities.

2. Eligibility

Eligibility for sabbatical leave is subject to the following conditions:

- a) Members must have been full-time faculty Members of the University for the past six-consecutive years, holding the rank of Full Professor/Librarian, Associate Professor/Librarian, and Assistant Professor/Librarian at the time of application. They must be tenured at the time their sabbatical leave begins. In exceptional circumstances tenured Lecturers/General Librarians with the requisite years at Laurentian are also eligible for sabbatical if they have the approval of the Dean/Director of the Library to **apply**. Where the leave is to be used for upgrading, the University shall give special consideration to employment equity goals. Faculty Members' service for purposes of sabbatical leave eligibility shall be calculated from the date of their initial full-time appointment by the University or from the date of their last sabbatical leave, whichever is later. When Members take a sabbatical leave, all accumulated years of eligibility entitlement are exhausted unless otherwise provided for in this agreement. Time spent on sabbatical leave, study leave, or leave without pay does not count towards sabbatical eligibility. Sabbatical leave will not be automatic and shall be granted following an approved application procedure, outlined below.
- b) In order to attract qualified faculty, the Vice-president, Academic may **from** time to time grant credit towards a sabbatical leave for full-time faculty service at another University,

including service at a Federated or Affiliated College of a University. Such entitlement will be specified in the initial letter of appointment.

- c) Under special circumstances, the Members may make application for leave one (1) year prior to the year in which they would normally become eligible to take sabbatical leave. If sabbatical leave is granted in this instance, the Members will receive a stipend of 80% of their salary.
- d) In the interests of effective scheduling of a Unit's course offerings, the Dean/Director of the Library may request that Members apply for their sabbatical leave after the completion of five years. The Dean/Director of the Library shall make the request by 1 May of the academic year preceding the year in which the Members are being requested to apply for sabbatical leave, and the Members shall respond to the Dean's/Director of the Library's request by 1 June. Should the Members accept, the Members shall submit a sabbatical plan by 30 September to the academic Unit head, as per paragraph 3(b). Should Members accept, and if the application is approved, the Members shall receive a stipend of 85% of their salary during the sabbatical leave.

3. Application

- a) Each Dean/Director of the Library shall maintain and annually revise, in consultation with the Unit, a sabbatical eligibility plan for each Unit, the purpose of which is solely to assist in the orderly planning of sabbatical leaves. Copies of the plan will be distributed by July 1 of each year to the Chair/Director who shall forward one to each Unit Member.
- b) Applications for sabbatical leave shall be submitted by the Members to their Dean/Director of the Library with a copy to the academic Unit head no later than September 30 of the academic year preceding.
- c) The Unit shall prepare a recommendation for or against approval of the application for sabbatical, including in the recommendation its assessment of the academic merits of the project and shall forward its recommendation to the Dean/Director of the Library by October 20.
- d) The Dean/Director of the Library shall transmit the recommendation of the Unit along with the Dean/Director of the Library's own recommendation to the Vice-president, Academic no later than November 15 of the academic year preceding that in which the leave is to be taken. After verifying the status of the application in relation to criteria defined in clauses 1 and 2 of this Article, and after taking into consideration the recommendations of the Unit and the Dean/Director of the Library, the Vice-president, Academic shall reach a decision and shall transmit it to the Member no later than 15 December of the academic year preceding that in which the leave is to be taken.
- e) The Vice-president, Academic shall base its decision to approve or not to approve a sabbatical plan on the academic merits of the sabbatical leave project and its value to the professional development of the Member and to the University.
- f) Should Members wish to make subsequent changes in their sabbatical plan, they shall submit the proposed changes to their respective Dean/Director of the Library for prior approval. If the proposed changes are not approved by the Dean/Director of the Library after consultation with the Unit, Members may ask that they be submitted to the Vice-

President, Academic for approval.

- g) The Dean/Director of the Library may refer back the application submitted by the Member as per paragraph (b) above or the application for change as per subparagraph (f) above. If referred back, the applicant shall consider the Dean/Director of the Library's suggestions and will re-submit a new application within 10 working days.

4. Postponement

- a) In the event that it is necessary on financial and/or program grounds for the Dean/Director of the Library to require postponement of a sabbatical leave, the Members shall be informed by 1 July of the academic year preceding that in which the sabbatical is to be taken. Such a postponement shall not be required unreasonably. In such a case, Members shall receive an additional 5 percent of their regular salary for the year of postponement as "stipend" during their sabbatical year and shall receive one (1) year of sabbatical credit for the year postponed so that their next sabbatical leave will occur according to their original sabbatical rotation. A sabbatical leave cannot be postponed for more than three years on financial or program grounds.
- b)
 - (i) In the event that Members wish to postpone application for leave, they shall do so only for valid reasons, and permission to do so shall be sought from the appropriate Dean/Director of the Library and the Unit no later than 1 May immediately preceding the deadline for application specified in 3b) above. Such permission shall not be unreasonably withheld. Should Members with a sabbatical leave confirmed by the Vice-president, Academic wish to postpone the leave for valid reasons, permission shall be sought from the appropriate Dean/Director of the Library and the Unit at least two months prior to the planned commencement of such leave. Such permission shall not be unreasonably withheld.
 - (ii) If postponement of application for leave or of approved leave is approved, such Members do not have right of precedence over colleagues in the Unit's sabbatical leave plan. Such Members shall receive one (1) year of sabbatical credit for the year postponed so that their next sabbatical leave will occur according to their original sabbatical rotation. In no case may such a postponement be for more than one (1) year.
- c) Except in extenuating circumstances, where Members postpone a sabbatical leave without formal approval, they lose the right of precedence over colleagues in the Unit's sabbatical leave plan. Should such Members be required by the Dean/Director of the Library on financial and/or program grounds to postpone their sabbatical leave in the following academic year, they shall not be entitled to any additional remuneration.
- d) Except in extenuating circumstances, where Members fail to apply for sabbatical leave for which they are eligible to apply, they shall not be entitled to any additional remuneration should they be required to postpone their sabbatical leave in the following academic year on financial and/or program grounds.
- e) If Members' sabbatical proposals are rejected on academic grounds by the Vice-President, Academic and/or Arbitration Board, they are entitled to apply the following year, but they are not entitled to any additional remuneration.

- f) Deadlines may be waived by agreement of the parties,

5. Duration

Members may elect a sabbatical leave for a period of:

- a) Six (6) months normally commencing either on the first day of July or the first day of January.
- or
- b) Twelve (12) months normally commencing on the first day of July or such other date as agreed to by their respective Dean. Such agreement shall not be unreasonably withheld.

6. Remuneration

- a) A Member taking a six (6) month sabbatical leave after six years of accumulated sabbatical credit is entitled to full salary.
- b) Members taking a twelve (12) month sabbatical leave after six years of accumulated sabbatical credit are entitled to a stipend equivalent to 85% of the salary they would normally have received.
- c) Upon the Member's request, the University will provide a portion of the sabbatical leave stipend as a research grant subject to provincial and federal regulations. A Member who receives such a research grant from the University must make the necessary deductions and declarations as applicable under either the federal or provincial laws. The University accepts no responsibility in this regard.
- d) A Member on sabbatical leave shall not take other paid appointments without the prior written permission of the Dean/Director of the Library. Such permission shall not be unreasonably withheld. Normally, any additional remuneration received during the leave will be limited to an amount which brings a Member's total to one hundred per cent of normal **salary**, plus travel and related expenses for the Member's spouse and dependent children. Where total remuneration exceeds this amount, the University reserves the right to reduce the sabbatical stipend proportionately.
- e) Members who will have accumulated unused sabbatical credit by the time of their normal retirement date will be entitled to apply for a sabbatical leave to occur during their penultimate year before retirement, and on the understanding that they will return to the University for their final year. Should sabbatical leave be granted in such circumstances, Members are entitled to a stipend pro-rated on the basis of the normal sabbatical stipend and shall include entitlement for the year of return. At their discretion, the Deans/Director of the Library may agree to pro-rate the period of time taken as sabbatical leave in lieu of a pro-rated stipend.

7. Benefits

- a) During the period of sabbatical leave, the Member shall continue to receive all fringe benefits as a regular full-time Member of faculty.

- b) During a sabbatical leave, pension calculations shall be based on the Member's salary that would have been in effect if the Member had not been on sabbatical.

8. Vacation

All Members on sabbatical leave will be assumed to have used their prior year's annual vacation entitlement during the period July 1 to June 30 of the academic year in which the sabbatical leave is taken. Furthermore, Members who take a six-month sabbatical leave shall be deemed to have taken half of their annual vacation entitlement during the actual period of the sabbatical leave. Members will be entitled to one (1) year's vacation entitlement after June 30 of the year in which the sabbatical leave is completed.

9. Return

- a) Members granted sabbatical leave shall undertake to return to the University to resume their responsibilities as a full-time Member of faculty for the period of at least one (1) year. Failure to return to the University shall require the Member to reimburse the University for all of the salary and benefits received during the leave, except as such obligations may be waived by the University.
- b) Members must prepare and forward to their Dean/Director of the Library and Unit head, within one (1) week of their return, a full written account of their scholastic and professional activities and accomplishments as per the approved sabbatical plan during the leave. This report shall become part of their file to be used in evaluating the Member for salary increments and promotions. Failure of a Member to submit the sabbatical report by the specified time limit will result in the delay of the decision whether to award or deny the annual increment as per Article 4.11.11.

Members who are not eligible for an annual increment must have their report submitted within one (1) month of their return in order to begin to accumulate sabbatical credit without penalty. When Members fail to do so, sabbatical credit shall not begin to accumulate until January 1 or July 1, whichever is the closest date next following submission of the report. If, after reviewing the report, the Dean/Director of the Library finds the performance to be unsatisfactory, appropriate measures may be taken, as provided in Article 2.40 and 2.41.

- c) Notwithstanding the provisions of paragraph 9a) of this Article, the University may grant up to a maximum of one (1) year of study leave to Members immediately following the completion of their sabbatical leave provided that during this sabbatical leave the Members were studying to obtain a Doctorate, and the additional year of leave will allow them to continue the program for the Doctorate. Under exceptional circumstances, upon recommendation of the Member's Dean/Director of the Library and with the permission of the Vice-president, Academic, and the study leave may be extended for an additional year. This back-to-back sabbatical/study leave shall be granted to Members only once in their academic career. The Members shall receive a stipend, according to the provisions of Article 3.22 during this study leave, and must return to the University for a period equal to the total leave or, in the alternative, reimburse the University for the full amount of the stipend and fringe benefits received during the period of combined sabbatical/study leave.

Member may request an altered pattern for the payment of the combined sabbatical/study leave stipends provided that the payment in any one year may not exceed the stipend originally awarded for the sabbatical year.

10. Disability

In the event that a Member on sabbatical leave becomes unable to fulfil the sabbatical obligations because of disability the following policies and procedures shall apply.

- a) The Member will advise the Dean/Director of the Library, as soon as possible under the circumstances, of the disability and will provide the Dean/Director of the Library with a physician's report outlining the extent of the disability and if possible the expected date of return. For the duration of the illness the provisions of Article 3.40 - Physical and Mental Illness shall apply.
- b) In the event that the sabbaticant is disabled from performing his/her tasks for less than 50% of the sabbatical leave, the Member shall be deemed to have taken his/her sabbatical leave. The Member shall submit a report on his/her sabbatical activities on completion of the sabbatical leave or at the end of the sick leave, whichever occurs later. The impact of the illness on the sabbatical plan of the Member shall be taken into consideration at evaluation time.
- c) In the event that the Member is disabled from performing his/her tasks for more than 50% of the sabbatical leave, the Member shall be deemed not to have taken a sabbatical leave. The Member shall be eligible to take his/her sabbatical leave at the first mutually acceptable time. If the Member indicates that he/she will carry out the previously approved sabbatical plan then the Dean/Director of the Library, on the advice of the Unit and in consultation with the Member, will determine the date on which the sabbatical leave will commence. In the event that the Member wishes to amend the sabbatical plan, the provisions of Article 3.21 3 f) shall apply.

11. Sabbatical Leave After Three Years

While sabbaticals after six years are the norm, the parties recognize that outside of the sabbatical eligibility plan, which will take precedence, it may be mutually beneficial to Members and the University if Members were to take a six-month sabbatical at 85% salary after three years of service. For each six months of service beyond three years the sabbaticant is eligible for an additional 5% of salary during the leave period. In no case may a proposed or approved sabbatical leave after three years be postponed for more than one (1) year. When Members take a sabbatical leave after three years all accumulated years of eligibility entitlement are exhausted except as otherwise provided for by this agreement. When the sabbatical leave is postponed, the Member shall receive one (1) year sabbatical credit for the year postponed so that their next sabbatical leave will occur according to their original sabbatical rotation. Sabbaticals after three years can be granted provided that:

Eligibility

- a) Members have tenure when the leave becomes effective.
- b) Such a leave does not require the postponement of a sabbatical leave for a Member with six or more years of service.

- c) The leave does not have a negative impact on the budget of the academic Unit.

Return

- a) Members granted sabbatical leave under this article shall undertake to return to the University to resume responsibilities as a full-time Member of faculty for the period of at least six (6) months. Failure to return to the University shall require the Member to reimburse the University for all of the salary and benefits received during the leave, except as such obligations may be waived by the University.
- b) Members must prepare and forward to their Dean/Director of the Library and Unit head, within one (1) week of their return, a full written account of their scholastic and professional activities and accomplishments as per the approved sabbatical plan during the leave, as outlined in paragraph 9 b) of this article.

ARTICLE 3.22 - STUDY LEAVES

A leave for the purpose of upgrading academic qualifications, normally through the attainment of a higher degree or some other equivalent acceptable to the University and the Unit shall be known as Study Leave. Such leave must be in the best interests of the University. The maximum length of leaves to be granted during a Member's academic career shall normally not exceed two (2) years.

1. Eligibility

A study leave may be granted to all Members having tenure or holding probationary appointments after two-years of full-time service as Lecturer/General Librarian or above, but no sooner than two -years after a sabbatical leave except as permitted in Article 3.21 (9)(c). Such leave will not be automatic and shall be granted only upon the approval by the Vice-president, Academic, subsequent to consultation with the Unit through its head (Chair/Director) and the appropriate Dean/Director of the Library, upon an approved application procedure noted below.

2. Application

- a) Applications for study leave shall be made by 30 September in consultation with the academic Unit through its head (Chair/Director) and the appropriate Dean or Director of the Library to the Vice-president, Academic. In submitting an application for study leave, the Members shall provide a well-considered plan indicating the value of the leave to their professional improvement and to the best interest of the university. In forwarding the application to the Dean/Director of the Library, the academic Unit through its head shall recommend for or against approval, including in the recommendation not only an assessment of the project but also a judgement on how the leave, if granted, will affect the academic program(s) and the budget of the particular academic Unit. In forwarding the application to the Vice-president, Academic, the Dean/Director of the Library shall make an assessment of the application on the same grounds. The Dean/Director of the Library will, at the Dean/Director of the Library's discretion, make whatever inquiry they deem desirable, including consideration of the applicant's demonstrated potential, in order to determine the merit of the application. Copies of both the Unit's and the Dean/Director of the Library's recommendations shall be made available to the candidate.
- b) Applications for study leave shall be filed with the Vice-president, Academic no later than 31 October of the academic year preceding that in which the leave is to be taken. The Vice-President, Academic shall verify the status of the application in relation to the relevant University policies and the financial implications of the leave, and make a decision, a copy of which shall be sent to the Member. The decision of the Vice-president, Academic shall

be final and binding.

- c) In the event that the Vice-president, Academic finds it necessary to refuse Members their study leave on financial grounds after the leave had been approved, that Member shall be given priority within the Member's Unit for a study leave for the following year.
- d) Deadlines listed above may be waived in special circumstances.

3. Terms

- a) A one-year study leave may be granted after two-years of service as Lecturer/General Librarian or above at a stipend of \$20,000 or a pro-rated amount if the leave is for a period of less than one year.
- b) A two-year study leave may be granted after four-years of service as Lecturer/General Library or above at a stipend of \$20,000 per year.
- c) A Member may request a temporary reduction in workload to undertake or complete doctoral studies. Where, in the discretion of the Vice-President and upon recommendation of the Dean/Director of the Library satisfactory replacement arrangements can be made, the workload reduction will be granted with a proportionate reduction in salary based on the overload stipend.
- d) The maximum period of absence is two consecutive years, normally commencing on July 1.
- e) in the event that Members wish to pursue a summer course for upgrading purposes, they may request up to four-weeks at full pay if they contribute equal time from their vacation period without losing any of their study leave entitlement. To apply for such a leave, Members will follow the procedures set out in Paragraph 2i) of this Article.

4. Benefits

Benefits of insurance, pension, etc., will continue during the leave provided the Members continue payment of their portion of the fees.

5. Return

- a) The Members must agree in writing to return immediately to the University for a period equal to their leave of absence but in no case for a period of less than one year or to reimburse the University for the full amount of the stipend received. If Members return to the University for a period of time less than the length of the leave the University shall require the Members to reimburse the University for **all** or part of their stipend received during the leave.
- b) The Members must prepare and forward to their Dean/Director of the Library and Unit head, within one-week of their return, a full written account of their scholastic activities during the study leave. The report shall become part of their personnel file.
- c) Time spent on study leave does not count towards sabbatical credit.

6. Appointments while on Leave

All Members on study leave must obtain written approval in advance from the Dean/Director of the Library for any paid activity before making any such commitment.

ARTICLE 3.31 - VOLUNTARY REDUCED WORKLOAD

1. The Board and the Faculty Association endorse the principle of voluntary reduced workload as being mutually beneficial to the Members and the institution. Any full-time Member of the bargaining Unit who currently occupies a regular full-time position and who has a minimum of two -years of continuous full-time service at the University at their request may be granted up to **fifty** (50%) temporary reduction in workload with a proportionate reduction in salary, and annual vacation entitlement, provided that:
 - a) The temporary reduction is effective for a twelve-month period.
 - b) The request is normally made to the Unit and the Dean/Director of the Library three-months in advance.
 - c) The Dean/Director of the Library approves the request, such approval not to be unreasonably withheld.
2. Notwithstanding paragraph 1a) above, the University may, upon request, grant voluntary reduced workloads for periods longer than twelve-months and/or renewals of twelve-month reduction periods, subject to the Dean/Director of the Library's approval as in 1c) above.
3. Faculty Members on Voluntary Reduced Workload have the right to benefits and to contribute to the benefits plan of the University in accordance with the provisions of the Collective Agreement for sharing contributions.
 - a) Sick leave. Members will be covered for periods of sick leave to the extent of the actual salary paid during that period as per Article 3.40 -Physical and Mental Illness.
 - b) Long-Term Disability. Members who are planning to take a voluntary reduced workload must be provided with specific information concerning coverage for Long-Term Disability during and after the period of voluntary reduced workload. Members should not accept voluntary reduced workload without a full and complete written statement concerning Long-Term Disability coverage.
 - c) Pension Plan. Members on voluntary reduced workload may contribute to the pension plan on the basis of **their** normal full salary with appropriate contributions from the employee and employer **as** outlined in the Collective Agreement to the extent possible under Revenue Canada regulations. It is understood that contributions based on normal salary rather than reduced salary may not be possible under Revenue Canada regulations for a cumulative total of more than five years.
 - d) Life insurance. Life insurance may be carried based on the Member's normal salary and normal maximum.
 - e) Sabbatical Leave. Sabbatical leave entitlements for Members on voluntary reduced workload will be pro-rated in accordance with the reduced workload.
4. Members who use this option shall remain Members of the bargaining Unit, notwithstanding the definition of Membership as defined in Article 1.30.
5. For the application of tenure and promotion policies, periods of reduced workload shall be pro-rated in accordance with the reduction in workload. Full-time research and teaching activities at another institution while a Member is on voluntary reduced workload at Laurentian will be counted for purposes of the minimum time requirement for promotion.
6. Members on voluntary reduced workload retain both the right and the obligation to contribute to

the Administrative work of the University. Evaluations of such activity by the Dean/Director of the Library would be expected to recognise the reduced workload of the Member. As full-time members of the bargaining Unit, Members on voluntary reduced workload retain the right to participate in academic councils as full voting Members and to receive minutes and other departmental and university documents and communications if the Member can be present on campus. If Members are absent from campus, the University is not required to undertake extraordinary steps to assure the ability of the Member to fully participate.

7. During the period of voluntary reduced workload, Members are expected to submit annual reports as per Article 2.11 in order to qualify for progress-through-the-rank increments (Articles 4.10 and 4.11). The evaluation will take into account the reduced workload. If awarded, the progress-through-the-rank increment will be added to the base salary of the Member. The new base salary will be used to determine the actual salary of the Member in conformity with the percent reduction in workload.

ARTICLE 3.32 - LEAVES OF ABSENCE WITHOUT PAY

1. A Member may be granted a leave of absence without pay under terms approved by the University. All such terms including arrangements for benefits shall be set out in written form prior to the leave. All terms shall be communicated in written form to the Faculty Association for information prior to the leave. Permission for such leave shall not be unreasonably denied by the employer.
2. An application for such leave shall normally be submitted in writing to the D e d i r e c t o r of the Library at least six-months in advance stating the purpose of the leave. An application for an extension should be made in writing to the Dean/Director of the Library at least four-months in advance. These time requirements may be waived in special circumstances.
3. Applications for such leaves shall be recommended by the D e d i r e c t o r of the Library after consultation with the Unit. Final approval rests with the Vice-President, Academic.
4. Leave of absence without pay under this article shall normally not exceed two-years.
5. The Members may elect to discontinue the fringe benefits during the leave of absence subject to existing policies and regulations. If they elect to continue those fringe benefits available to the Members, they shall make suitable arrangements as defined in paragraph 1.
6. Court and Political leaves shall be governed by Article 3.33 and 3.34.

ARTICLE 3.33 - COURT LEAVES

1. Leave of absence with pay shall normally be granted to any Member, other than a Member on leave of absence without pay, who is required to serve on a jury or to attend as a witness or an expert in a court of justice or before any legal or statutory body in Canada with power to compel the attendance of witnesses before it.
2. The Members shall notify their Dean/Director of the Library in advance, in writing, and shall provide proof of their attendance, if so requested.

Members shall attempt to make arrangements to ensure that their duties are properly carried out during the period of their absence.
3. Leave with pay does not apply to Members serving a sentence or appearing as a witness on their own behalf.
4. When Members wish time off in order to pursue a civil action in court, the Members shall apply to the D e d i r e c t o r of the Library for leave of absence without pay. (See Article 3.32).
5. If Members are required to absent themselves from their duties to appear in court as a result of legal action taken against them in regard to matters arising out of the performance of their duties to the University, they shall not be penalised for such absence. Such an absence shall be governed by paragraph 2 of this Article.

ARTICLE 3.34 - POLITICAL LEAVES

1. The Board recognises that all Members of the bargaining Unit are free to enter public life and to seek any political office, as a member of the provincial or federal government, or any full-time political office.
2. If Members of the bargaining Unit wish to allow their names to stand either before a party convention or for actual nomination for an election, the Members shall notify the Dean/Director of the Library concerned within a reasonable time so that the Dean/Director of the Library may make whatever arrangements may be deemed necessary in order to ensure that the resulting added workload can be properly performed by others from the date of the issuance of the writ up to and including the date of the election.
3. The Board may grant such a Member leave without pay for a period from the issuance of the writ up to and including election day. Such leave shall not be unreasonably withheld.
4. If the Members not be elected, they shall come back to work immediately to assume their normal duties.
5. If the Members are elected and:
 - a) If they are Members with tenure and return immediately upon ceasing to hold office within six-years of their election, all rights, privileges and rank shall be restored upon return and the Members shall be entitled to a rate of pay including all increments granted to Members of the teaching staff of equal rank that the Members occupied at the time leave was granted. Extensions of the six-year time limit may be made by agreement of the parties. During the term of any such leave the Members shall be entitled to leave without remuneration. Such Members shall not be entitled to any rights or privileges under this Agreement except in regards to benefits as governed by Article 3.32 - Leaves of Absence.

Nothing in this article shall be construed as preventing such Members from being employed on a part-time basis by the University for lecturing/professional library service or for any task, in which case the Members shall be remunerated therefore at the normal scale for part-time Members of the teaching/professional library staff.
 - b) If they are a Member without tenure, they shall be deemed to have resigned their position with the University as of the day following their election.
6. Any Members of the bargaining Unit who wish to run for a political office other than a full-time one are free to do so subject to Article 2.00 - Rights, Responsibilities and Duties of Academics. Any such Members of the bargaining Unit shall be required to perform all normal duties as set out in this Agreement.

ARTICLE 3.40 -PHYSICAL AND MENTAL ILLNESS

1. The Members of the bargaining Unit are eligible for sick leave up to a maximum of six (6) months at salary otherwise receivable from the date of disability due to accident or illness, for each separate disability cause, excluding maternity which shall be covered by the provisions of Article 3.51. Illness of a duration of more than six (6) months will be dealt with according to the provisions of the University's Long Term Disability Plan, and the Board agrees that there shall be no amendments to that plan during the life of the Collective Agreement which shall materially affect the nature or level of the benefits to which a Member is entitled. As soon as practicable after the start of each disability period, the Dean or the Director of the Library must be informed by or on behalf of the disabled about the absence and about its expected duration.

Where the Board makes payment to the Member according to the above mentioned terms or assumes liability therefore, the Board is subrogated to all rights of recovery of the Member to the extent that the Board has made payment to, or on behalf of, or for the benefit of the Member. The Board may bring an action in the name of the Member to enforce these rights.

2.
 - a) A Member shall, when requested by the Dean/Director of the Library, submit the certificate of a legally qualified medical practitioner certifying that the Member is unable to attend to the duties of his/her position;
 - i) For any sick leave in excess of five (5) consecutive working days.
 - ii) In the event a Member's sick leave pattern raises substantial doubt of the claim, even if the individual's sick leave periods are short enough not to require medical certificates otherwise.
 - b) In this Article, a "legally qualified medical practitioner" shall be limited to licensed physicians, licensed dentists and registered psychologists.
 - c) The Member shall only be required to submit one medical certificate of disability or illness per absence, unless the expected duration of the absence is extended beyond the prognosis provided in the original certificate. In such circumstances the Member shall submit additional certificates of disability or illness for each extension.
 - d) Any certificate of disability or illness submitted, in addition to certifying that the Member is unable to attend to the duties of his/her position, shall indicate the probable duration of the Member's absence but the legally qualified medical practitioner shall not disclose any information respecting the diagnosis of the condition giving rise to the Member's absence, without the Member's written and informed consent.
 - e) Where the certificate is requested under paragraph 2 (a) (ii), a copy of the request for the certificate and a copy of the certificate of disability produced shall be provided to the Association by the Dean/Director of the Library.
 - f) Upon receipt of any certificate of disability, the Dean/Director of the Library shall advise the Member of the Member's right to accommodation if such accommodation will assist the Member to return to work to full or partial duties, or will assist the Member to return to work at an earlier date than would otherwise be the case.
 - g) If the Member requires or wishes accommodation, the Member shall submit to the

Dean/Director of the Library the certificate of a legally qualified medical practitioner certifying the details of the accommodation that the Member requires and the expected duration of the accommodation.

- h) A copy of the certificate provided pursuant to paragraph 2 (g) shall be provided to the Association by the Dean/Director of the Library.
 - i) The Board, the Association and the Member will co-operate fully to achieve the accommodation required by the Member, and to ensure, where possible, that any changes to the Member's workplace required by the accommodation are in place for the Member's return.
 - j) The reasonable costs of any certificates required under this article shall be paid by the Member and reimbursed by the Board to the Member.
3. In order to have a sick leave benefits period reinstated up to the maximum, Members of the bargaining Unit who have been absent and in receipt of sick leave benefits must return to work for at least one (1) full working day in the case of a completely unrelated and different disability cause, and for thirty (30) calendar days in the case of the same disability cause.
4. Sick leave benefits for any period of absence following notice of termination of employment will not be payable without substantiating medical evidence.
5. Sick leave benefits are not cumulative and are not cashable upon termination of employment or at any other time.
6. Sick leave benefits will be reduced by the amount of any Worker's Compensation benefits or similar disability income benefits which the Member of the bargaining Unit is eligible to receive by reason of accident or sickness, from a government plan, except Unemployment Insurance.
- a) A Member may be required by the Vice-president, Academic to undergo a medical examination by a legally qualified medical practitioner appointed by the University in the following circumstances:
 - i) If the Member submits a request for accommodation pursuant to paragraph 2(g);
 - ii) At the time the Member indicates his/her readiness to return to work, if the absence has been for a period of a month or more;
 - iii) At one other time during the sick leave; and
 - b) The Board shall pay all costs of the medical practitioner and shall pay **all** reasonable expenses incurred by the Member with respect to such medical examination.
 - c) Where the Board requires the Member to undergo a medical examination pursuant to paragraph 7(a) it shall notify the Member with a copy to the Association and it shall provide the Member with the names of three (3) duly qualified medical practitioners and the Member shall select one of those practitioners to conduct the examination.
 - d) The medical practitioner who conducts the examination shall provide a report to the Member, which report shall certify whether or not the Member is medically able to perform

the duties of his/her position, or whether the Member could perform such duties with accommodation; a prognosis for the Member's return to work; and, where applicable, whether or not accommodation requested by the Member is appropriate. The report shall not contain any diagnosis of the Member's condition, unless the Member, in consultation with the Association, requests that the diagnosis be included.

- e) Within five (5) working days of the receipt of the report, the Member shall provide the report to the Dean/Director of the Library who shall in turn provide a copy to the Association with five (5) working days.
7. When invalidity is due to drug addiction or alcoholism, benefits provided by this Article will be granted only for leaves of absence necessary for proper treatment under a physician's care or that of specialised personnel.
8. When the Member's behaviour raises reasonable and substantial doubt as to the state of his/her physical or mental health, which affects in a material way the Member's ability to perform his/her duties, or which raises real concern for the safety of the Member or other members of the University community, the Vice-president, Academic may require the Member to undergo a medical examination in accordance with paragraph 7. The Association shall be notified when such action is taken. Where the report is requested as a result of a real concern for the safety of the Member or other members of the University community, the report produced, in addition to the information provided pursuant to paragraph 7(d), shall certify whether or not the Member's behaviour raises any real concern for the safety of the Member or other members of the University community.
9. Sick leave benefits defined in this Article may not be granted under the following circumstances:
 - a) Intentionally self-inflicted injuries or diseases.
 - b) Pregnancy (however, complications due to pregnancy are covered by sick leave provisions, upon submission of a medical certificate).
 - c) While vacation pay is also being received.
 - d) Wilful participation in riots, wars or violent or uncontrolled demonstrations or protests.
 - e) Injuries or diseases sustained while committing a criminal act for which the Member has been found to be guilty by a duly constituted court or while serving a prison sentence.

ARTICLE 3.51 - FAMILY RESPONSIBILITY

1. Pregnancy Leave

- a) A pregnant full-time Member or pregnant permanent Sessional Member shall be entitled to seventeen (17) weeks Pregnancy Leave.
- b) During the period of pregnancy leave as specified in Article 3.51.1 a), a Member shall receive from the employer:
 - (i) For the first two (2) weeks, 100% of her nominal salary;
 - (ii) For up to a maximum of 15 additional weeks, an amount equal to the difference between the Employment Insurance (EI) benefits received by the Member and 100% of the Member's nominal salary;
 - (iii) Further, in the event of any reduction by the Government of Canada to the Member's EI benefit entitlement, an amount necessary to ensure that the Member receives the top-up described in Article 3.51.b) ii)
- c) If the Member is disentitled or disqualified from receiving EI benefits or should EI cease to provide coverage for pregnancy benefits or adjust the amount of benefits that were received then, the employer shall maintain the Member at 100% of her nominal earnings for the period of her leave.

2. Notice Required *for* Pregnancy Leave

- a) The Member shall give the employer at least two (2) weeks written notice of the date the pregnancy leave is to begin. The notice period may be altered by mutual agreement.
- b) The notice period in Article 3.51.2 a) shall not apply if the Member stops working because of complications caused by her pregnancy or because of a birth, still birth or miscarriage.

3. *Duration of* Pregnancy Leave

- a) The pregnancy leave of a Member who is entitled to take parental leave shall end seventeen (17) weeks after the pregnancy leave began. In the case where the newborn child is hospitalized, a Member may postpone or interrupt her pregnancy leave by the number of weeks the newborn child is hospitalized but it must be taken within the fifty-two weeks from the date of the birth of the child.
- b) The pregnancy leave of a Member who is not entitled to take parental leave shall end on the later of either the day that is seventeen (17) weeks after the pregnancy leave began or the day that is six (6) weeks after the birth, still birth or miscarriage.

4. Leave for Parent Not Taking Parental Leave

On the occasion of the birth of a child or the adoption of a child coming into the care or custody of a parent for the first time, the child's parent who is not taking the pregnancy or the parental leave shall be entitled to a leave with full salary and benefits of up to five (5) working days, to be taken at the discretion of the Member within the fifty-two weeks from the date of the birth of the child or the adoption of a child coming into the care or custody of a parent for the first time.

5. Parental Leave on the Occasion of the Birth of a Child

- a) On the occasion of the birth of a child, a Member who is a parent and who has opted to take parental leave under the Employment Insurance Act and applicable legislation shall be entitled to a parental leave of up to thirty-five (35) weeks.
- b) During the period of parental leave as specified in Article 3.51.5 a.), a Member, shall receive from the employer:
 - (i) For the first two (2) weeks, 100% of his/her nominal salary;
 - (ii) For up to a maximum of seven (7) additional weeks, an amount equal to the difference between the EI benefits received by the Member and 100% of the Member's nominal salary;
 - (iii) Further, in the event of any adjustment by the Government of Canada to the Member's EI benefit entitlement, the employer shall pay to the Member the amount necessary to ensure that the Member receives the top-up described in Article 3.51.5 b) (ii).
- c) If the Member is disentitled or disqualified from receiving EI benefits or should EI cease to provide coverage for parental benefits or adjust the amount of benefits that were received, the employer shall maintain the Member at 100% of his/her nominal earnings for the period of his/her leave.

6. Parental Leave on the Occasion of the Adoption of a Child

- a) On the occasion of the adoption of a child coming into the care or custody of a parent for the first time, a Member who is a parent shall be entitled to a parental leave of up to thirty-seven (37) weeks. The parental leave must be commenced within the fifty-two weeks from the date the child comes into care or custody of the parent for the first time.
- b) During the period of parental leave as specified in Article 3.51.6.a), a Member shall receive from the employer:
 - (i) For the first two (2) weeks, 100% of his/her nominal salary;
 - (ii) For up to a maximum of seven (7) additional weeks, an amount equal to the difference between the EI benefits received by the Member and 100% of the Member's nominal salary.
 - (iii) Further, in the event of any adjustment by the Government of Canada to the Member's EI benefit entitlement, the employer shall pay to the Member the amount necessary to ensure that the Member receives the top-up described in Article 3.51.6 b) (ii)
- c) If the Member is disentitled or disqualified from receiving EI benefits or should EI cease to provide coverage for parental benefits or adjust the amount of benefits that were received, **the** employer shall maintain the Member at 100% of hisher nominal earnings for the period of her leave.

7. Notice Required for Parental Leave

- a) A Member shall give written notice to the employer of his or her intention to take a parental leave at least two (2) weeks prior to the commencement of such leave. The notice period may be altered by mutual agreement.
- b) The notice period in Article 3.51.7 a) shall not apply if the Member stops working because the child comes into the custody, care and control of the parent sooner than expected.

8. Extended Parental Leave

An extended parental leave without pay, up to a maximum of one (1) year, shall be given to Members who request it.

9. General Considerations

- a) During leaves under this Article, the Member shall continue to participate in the pension plan and the other benefit plans set out in this Collective Agreement. The Member and the employer shall each continue to pay their applicable share of contributions and/or premiums, unless the Member elects not to do so in writing.
- b) Nothing in this Article shall prevent a Member from claiming sick leave for absences from work due to illnesses.
- c) Upon return to work, a Member who has taken leaves under this Article shall resume his/her former position with his/her full nominal salary and benefits as provided for under this Collective Agreement.
- d) The period of a Member's leave shall be included in the calculation of his or her length of service for seniority purposes.
- e) A Member on pregnancy or parental leave may elect to defer contractual decisions on reappointment or tenure/permanence by an equivalent period of time. When a Member elects to defer such decisions, he/she shall provide the Dean, or equivalent, with written notice of his/her intention to do so.
- f) The parties agree that the provisions of this Article shall be no less than those in the "provincial employment standards act/legislation" and Employment Insurance Act as may be further amended. Differences in the interpretation of this Article shall be resolved based on consistency with the Acts.
- g) Nothing in this Article shall prevent a Member claiming Pregnancy or Parental Leave during a Sabbatical Leave. Any unused portion of a sabbatical leave shall be taken at a time mutually acceptable to the Member and Dean/Director of the Library.
- h) If both parents are Members, they may share their paid periods of leave between them.

10. Special Needs

A full-time Member, who is tenured or in a tenure stream faculty position within the University, shall be eligible for a paid leave of absence for a period of up to two weeks to fulfill responsibilities relating to the special needs of a Member of the employee's family. Special needs may include, but are not restricted to, resettlement of aged or disabled parents, serious illness of parents, partner, or child, medical treatment of partner or child that cannot be provided in the Sudbury Region. The teaching/professional and service responsibilities of Members on this leave shall normally be assumed by their colleagues without additional expense to the University.

ARTICLE 3.52 - COMPASSIONATE LEAVE!

1. In the event of the death of a Member of an employee's family, the employee shall be granted a leave of absence of up to five consecutive days with pay.
2. The term "member of an employee's family" means partner (which includes husband, wife, common-law partner, and same-sex partner), son and daughter, brother and sister, mother and father, mother-in-law and father-in-law, sister-in-law and brother-in-law, grandparents, guardians, grandchildren, daughter-in-law and son-in-law.
3. For a longer period of absence, a Member may apply for leave without pay according to Article 3.32 - Leave Without Pay.

ARTICLE 3.6 - ABSENCE - GENERAL

The University as a community of scholars requires the availability of its Members on a regular and on-going basis to ensure that the activities of the University scheduled and unscheduled can be carried out in an orderly manner.

1. Any absence shall not normally interfere with assigned and/or scheduled activities and the harmonious functioning of the Unit.
2. Any absence from campus affecting teaching/professional librarian duties shall be governed by Article 2.00 - Rights, Responsibilities and Duties of Academics.
3. From Labour Day to Spring Convocation absences of more than one (1) week require notification to the Chair/Director and permission of the Dean/Director of the Library. Shorter absences require notification to the Chair/Director/ Director of the Library. When scheduled or assigned duties are affected by an absence, Members shall make suitable arrangements through their Chair/Director who shall advise the Dean/Director of the Library when the absence has a significant impact on the Member's duties.
4. From Spring Convocation to Labour Day, Departments/Schools must maintain a fair and equitable system to assure a reasonable presence sufficient to administer the Department/School, to deal with correspondence and to maintain on-going availability for student counselling and other unscheduled issues as they may from time to time arise. Absences during this period must be in accordance with this system. For any absences of more than a week, prior written permission shall be obtained from the Dean/Director of the Library who shall not unreasonably withhold such permission.
5. Except where Members are on vacation, leave or other approved absence they must remain in communication with their Unit so that it is reasonably possible for the University to contact and/or recall them on short notice.
6. It may in exceptional cases, be necessary for the University to recall a Member who is on vacation, leave or formally approved absence as defined in Paragraph 5. The University will not do so arbitrarily or unreasonably. In such cases, the University will bear reasonable transportation costs consequent upon any such recall.

ARTICLE 3.93 -PHYSICAL AND MENTAL ILLNESS (for Sessional Members)

In the event of illness, a Sessional Instructor shall be granted leave with full pay up to two (2) weeks in each term. If requested, the Sessional Instructor shall provide a medical certificate to substantiate the claim. For longer illnesses no deduction of pay shall be made in cases where no substitute teaching costs accrue to the Board.

ARTICLE 3.94 - FAMILY RESPONSIBILITY (for Sessional Members)

The Ontario Employment Standards Act provides specific rights and responsibilities with respect to leaves related to family responsibilities. These provisions will apply to Sessional Instructors.

ARTICLE 3.95 -POLICY AND PROCEDURES IN THE EVENT OF DEATH

NOTE: The following procedures and practices are currently in place and are largely determined by external agencies, It may from time to time be necessary to make adjustments to these procedures based on requirements of these external agencies. The Parties agree that such changes required by external agencies do not require prior approval.

1. The beneficiary is to contact the Pension and Benefits Officer in the Personnel Office. If within seven (7) days the University has not been contacted by the beneficiary, the University shall make every reasonable effort to contact the beneficiary.

2. Life Insurance

- a) The employee is insured for three-times salary to a maximum of \$300,000.

- b) The following documents will be required to request payment of the insurance claim:
 - the beneficiary must complete a Statement required by the insurance carrier as well as provide his/her Social Insurance Number;
 - the notice of the employee's death that appeared in the Obituary Notices;
 - a Death Certificate;
 - the last insurance certificate that was issued to the faculty Member.

- c) The Life Insurance proceeds are usually paid within one month.

3. Pension Plan

If the Member dies prior to receiving a pension, the following will be required to process the benefits:

- a) The University shall contact the Beneficiary and outline the procedures to be followed.

- b) The Beneficiary must complete an "Application for Death Benefit"

- c) Provide a Death Certificate.

- d) Provide a "notarial copy" of the employee's "Last Will and Testament".

- e) All Members should have a current "Last Will and Testament",

- f) Beneficiaries of Members without a "Last Will and Testament" will have to settle any

disputes between "potential Beneficiaries (children vs spouse)" in the courts, prior to receiving any funds from the Pension Plan.

The file will be forwarded to the Actuary for the calculation of the death benefit. Once that calculation is received, the Beneficiary will be contacted. The Beneficiary can request a lump sum refund or a transfer to a R.R.S.P. that is not subject to locked-in provisions.

The death benefit from the Pension Plan is usually paid within two to three months.

If the Member dies after commencing to receive his/her pension, the form of pension that was selected by the Member will determine if further benefits are payable to the Beneficiary.

4. Continuation of Benefits to Spouse and Dependents
The Benefits, Hospital Care, Extended Medical and Dental Insurance shall be continued to the end of the month following the month in which the death occurred.
5. It is normal that life insurance claims are processed by the insurance carrier within three to four weeks from receipt of required documentation. In the event of delays in processing a claim, the University will use its best efforts to assist the beneficiary in resolving any difficulties caused by the delays.

ARTICLE 3.96 -SALARY TO BENEFICIARY IN THE EVENT OF DEATH OF FACULTY MEMBER

1. Salary Rate: shall be the rate of gross pay for the contract period, including any proportionate reduction in stipend consequent on approved University policies.
2. Termination Date: shall be the end of the month in which the death occurs.
3. Period of Negotiations: where it would unduly retard settlement to postpone closure until the completion of a Collective Agreement, an arbitrary figure in excess of any anticipated agreement may be used as the basis for settlement by mutual agreement of the Parties.
4. Vacation Pay: the lesser of 2% per week or 8% per month of entitlement shall be calculated on gross earnings paid during the period of the year to termination.
5. Sabbatical Leave: is an investment by the University in an approved plan of professional development with a view to enhance future contributions to the work of the University and the broader scholarly community. Sabbatical leave entitlement is not a benefit, which the employee or his/her assigns can claim as of right in the event of either termination (for any cause), retirement, or death. For purposes of death benefits (Hospital care, Extended Medical and Dental Insurance), any sabbatical stipend is to be regarded as the equivalent of salary.
6. Contractual Travel Allowance: may be claimed by the Beneficiary for vouchered expenses incurred prior to termination.

ARTICLE 4.00 - SALARY STRUCTURE

1. SALARY STRUCTURE YEAR 2005-2006

1. The salary of each Member shall be composed of the base salary of each Member as of June 30, 2005 as modified by the following items:
 - a) A scale increase of 3.3% of the Member's regular salary.
 - b) A progress-through-the-rank increment for the evaluation carried out for the year 2004-2005 as described in Article 4.11. The progress-through-the-rank increments shall have the following values:

<u>Rank</u>	<u>Increment*</u>
Lecturer / General Librarian	\$ 2,125
Assistant Professor / Librarian	\$ 2,250
Associate Professor / Librarian	\$ 2,375
Full Professor / Librarian	\$ 2,500

* For any rank, where a Member's salary exceeds \$115,000 per annum the PTR will be at the 50% value. For any rank, where a Member's salary exceeds \$127,500 per annum the PTR will be nil.

- c) Additional qualification increments shall be awarded pursuant to Article 4.21.
 - d) Merit increments shall be awarded according to Article 4.20, regardless of breakpoints.
 - e) Catch-up of 2.6% of the average salary (\$90,500) as of June 30, 2005, which amounts to \$2,353 for all full-time Members.
2. The salary structure for 2005-2006 shall be as follows:

<u>Rank</u>	<u>Floor</u>
Lecturer / General Librarian	\$ 44,014
Assistant Professor / Librarian	\$ 54,117
Associate Professor / Librarian	\$ 66,641
Full Professor / Librarian	\$ 83,122

2. SALARY STRUCTURE YEAR 2006-2007

1. The salary of each Member shall be composed of the base salary of each Member as of June 30, 2006 as modified by the following items:
 - a) A scale increase of 3.3% of the Member's regular salary.
 - b) A progress-through-the-rank increment for the evaluation carried out for the year 2005-2006 as described in Article 4.11. The progress-through-the-rank increments shall have the following values:

<u>Rank</u>	<u>Increment*</u>
Lecturer / General Librarian	\$ 2,200
Assistant Professor / Librarian	\$ 2,300
Associate Professor / Librarian	\$ 2,400
Full Professor / Librarian	\$ 2,500

* For any rank, where a Member's salary exceeds \$119,000 per annum the PTR will be at the 50% value. For any rank, where a Member's salary exceeds \$131,700 per annum the PTR will be nil.

- c) Additional qualification increments shall be awarded pursuant to Article 4.21.
 - d) Merit increments shall be awarded according to Article 4.20, regardless of breakpoints.
 - e) Catch-up of 2.6% of the average salary as of June 30, 2005, adjusted by the increases which took effect on July 1, 2005.
 - f) An additional increase of 1% effective January 1, 2007, based on the Member's salary as of December 31, 2006.
2. The salary structure for 2006-2007 shall be as follows:

<u>Rank</u>	<u>Floor</u>
Lecturer / General Librarian	\$ 47,334
Assistant Professor / Librarian	\$ 57,741
Associate Professor / Librarian	\$ 70,434
Full Professor / Librarian	\$ 87,116

3. SALARY STRUCTURE YEAR 2007 - 2008

1. The salary of each Member shall be composed of the base salary of each Member as of June 30, 2007 as modified by the following items:
- a) A scale increase of 3.3% of the Member's regular salary.
 - b) A progress-through-the rank increment for the evaluation carried out for the year 2006-2007 as described in Article 4.11. The progress-through-the-rank increments shall have the following values:

<u>Rank</u>	<u>Increment*</u>
Lecturer / General Librarian	\$ 2,300
Assistant Professor / Librarian	\$ 2,400
Associate Professor / Librarian	\$ 2,500
Full Professor / Librarian	\$ 2,600

* For any rank, where a Member's salary exceeds \$122,600 per annum the PTR will be at the 50% value. For any rank, where a Member's salary exceeds \$135,700 per annum the PTR will be nil.

- c) Additional qualification increments shall be awarded pursuant to Article 4.21.
 - d) Merit increments shall be awarded according to Article 4.20, regardless of breakpoints.
 - e) Catch-up of 2.6% of the average salary as of June 30, 2005, adjusted by the increases which took effect on July 1, 2007.
2. The salary structure for 2007-2008 shall be as follows:

<u>Rank</u>	<u>Floor</u>
Lecturer / General Librarian	\$ 50,754
Assistant Professor / Librarian	\$ 61,473
Associate Professor / Librarian	\$ 74,047
Full Professor / Librarian	\$ 91,229

ARTICLE 4.01 -NEWLY HIRED MEMBERS

In the year the Collective Agreement is being negotiated, all new hires whose appointments are effective July 1 or before the signing of a new Collective Agreement shall receive all increases in salary for that year that become effective July 1, except for the PTR increment, merit increment, or any other increase explicitly excluded by the new agreement, irrespective of the actual date of commencement of employment.

ARTICLE 4.10 - PROGRESS-THROUGH-THE-RANKS INCREMENTS

1. The purpose of these increments is to provide, through a series of salary increases, orderly promotion within rank.
2. These increments shall be awarded annually for satisfactory performance of duties per Article 4.11.
3. Increments may be withheld if performance is deficient, **as** outlined in Article 4.11.
4. Any Members who are promoted to a higher rank shall not be required to take a **loss** in salary. If such Members' salaries are below the floor salary of the higher rank, they shall receive the floor salary upon promotion.
5. When in a particular year Members are promoted to a higher rank the progress-through-the-rank(s) increment for that year, if awarded by the Dean/Director of the Library, will be made at the higher rank.

**ARTICLE 4.11 - PROCEDURES FOR THE AWARD/DENIAL OF A
PROGRESS THROUGH THE RANKS INCREMENT**

1. When a Member's performance is judged to be satisfactory by the Dean/Director of the Library, the annual increment shall be awarded. The denial of an annual increment where the Member is eligible shall be viewed **as** a disciplinary measure **as** per Article 2.40.
2. Decisions to award or deny the annual increment shall be communicated to the Members by June 30, provided that the Member submitted his/her annual report by May 15. If the annual report is submitted after May 15, the decision of the Dean/Director of the Library shall be communicated to the Member within six (6) weeks after the Member's annual report has been submitted.
3. For those Members on sabbatical or study leave, the decision whether to award the annual increment may be delayed until submission of their final report **as** specified in Article 2.11 - Annual Report for Members.
4. The Dean/Director of the Library shall examine the annual reports as per Article 2.11, and make such other inquiries, as he/she deems appropriate. Where the Member does not show active participation and/or satisfactory performance in **all** three areas, **A**, **B**, and **C** (for Members in the regular stream) or both areas **A** and **C** (for Members in the alternate stream) under and within the provisions of Article 2.00, the Dean/Director of the Library shall undertake a more detailed review of the Member's activities. This review shall include at least an examination of prior annual reports covering a period of time determined by the Dean/Director of the Library following consultation with the Member. The Dean/Director of the Library shall inform the Member of the results of this review and shall award an **annual** increment where overall performance is found to be satisfactory.
5. If, for any reason, the Dean/Director of the Library is sufficiently concerned about the performance of an individual Member who is eligible for an annual increment to consider denying the **annual** increment, he/she shall direct that **an** evaluation of that Member be made by the **FPC/FFPC/LPC**. The Dean/Director of the Library shall **have** ultimate discretion to decide which Members shall be evaluated by the **FPC/FFPC/LPC**.
6. The **FPC/FFPC/LPC** shall submit its evaluation to the Dean/Director of the Library by June 15. The **FPC/FFPC/LPC** shall make such inquiries, as it deems appropriate. It may examine any aspect of the Member's academic performance for the preceding twelve (12) months. The **FPC/FFPC/LPC** shall be empowered to make use of such Student Evaluation Instruments **as** are agreed to by the parties. Summaries of such evaluations shall be made available to the Member by the Chair of the **FPC/FFPC/LPC** without attribution to the students. The evaluation of the **FPC/FFPC/LPC** must include a summary statement of the overall adequacy of the Member's performance, i.e., that such performance is satisfactory or unsatisfactory.
7. The Dean/Director of the Library shall make an independent evaluation of the Member in question. In the formulation of his/her evaluation the Dean/Director of the Library may make such inquiries, as he/she deems appropriate. The evaluation of the Dean/Director of the Library **must** include a summary statement of the overall adequacy of the Member's performance is satisfactory or unsatisfactory.
8. **A** copy of the evaluation of the **FPC/FFPC/LPC** and the **D e d i r e c t o r** of the Library shall be provided promptly to the Member. The said evaluations shall **all** become part of the Member's personnel files as per Article 2.30 - Personnel Files.
9. After making his/her evaluation, the Dean/Director of the Library shall decide whether to award or deny a normal increment to the Member in question. The normal increment must be awarded if both evaluations indicate that performance is satisfactory. In the above instance, the Dean/Director of the Library shall not direct a subsequent evaluation of the Member for a period of two (2) years following, unless there is documented evidence of unsatisfactory performance in the Member's

personnel file.

10. Provided that the Member submitted his/her annual report by May 15, all procedures for the evaluation of academic performance of Members shall be completed no later than June 30, except in cases where the Member elects to appeal or in cases of leave as in Article 2.11. In these leave cases the procedures shall be completed by July 30 for leaves terminating on June 30 or by January 31 for leaves terminating on December 31. If not submitted by May 15, the procedures for the evaluation shall be completed no later than six (6) weeks after the Member's annual report has been submitted.
11. Failure of a Member to submit the annual report by the specified time limit will result in the delay of the decision whether to award or deny the annual increment until such time as the report is submitted. If awarded, the payment of the appropriate monthly portions of the increment shall be retroactive to the date of the first of the month following the submission of the report or July 1 immediately following the due date, whichever is later. No annual increment will be awarded where the annual or sabbatical report is submitted after September 30th in the calendar year the report is due.

ARTICLE 4.20 - MERIT INCREMENTS

1. Merit increments are awarded by the Vice-president, Academic and will become a permanent part of the Member's salary structure.
2. Merit increments shall be awarded each year to at least 5% of the full-time Members in each Faculty and the Library who are receiving a salary or stipend from the University.
3. All merit increments have the value of one increment.
4. Merit increments are awarded according to the procedures of Article 2.23. The FPC/FFPC/LPC will consider applications and/or nominations for merit increments within the time lines specified for promotion to **ranks** other than that of Full Professor and shall forward a recommendation to the Vice-president, Academic.
5. Each FPC/FFPC/LPC shall consider the award of merit increments in relation to criteria for promotion to the **rank** that the Member currently holds. The Member's performance over a three-year time period or since the award of the last merit increment, whichever is shorter, must be judged clearly above the level required for promotion to that rank.
6. All merit increments received previously under the terms of prior Collective Agreements remain in force.
7. The determination of individuals to receive merit increments pursuant to paragraph 5 of this Article shall not be subject to grievance.

ARTICLE 4.21 - ADDITIONAL QUALIFICATIONS INCREMENTS

1. An additional increment shall be awarded to individuals obtaining a first doctorate provided that such a degree was not a condition of nomination to a specific rank and salary as indicated in the letter of appointment. Such an award will be retroactive to the first day of July immediately preceding the receipt of the doctorate. The doctorate will be deemed to have been received when the individual can provide a diploma or a letter from the university where the doctorate is being obtained indicating that all the conditions for the doctorate, including the thesis defence and the corrections to the thesis, have been met. The Member shall apply for an additional increment through the Dean/Director of the Library and must furnish a copy of the appropriate document.

ARTICLE 4.30 - OVERLOADS

1. All ranks of full-time faculty who are teaching a course on a paid overload basis will receive a stipend as shown below for courses beginning after these dates:

	<u>Full Course</u>	<u>Half Course</u>
July 1, 2005	\$7,680	\$3,840
July 1, 2006	\$8,064	\$4,032
July 1, 2007	\$8,386	\$4,193

2. Where scheduled Continuing Education courses may otherwise have to be cancelled, Members may, if they choose, agree to teach a course for an amount less than the overload stipend. The Association shall be informed of any such agreement prior to its settlement.
3. In recognition of agreement by the Parties, that excessive overload teaching/professional Library service is undesirable (Article 2.10 6b) the Dean/Director of the Library has the authority to limit the number of overload courses a Member may teach in any given academic year, *or* its equivalent in the Library. In order to fulfil this function, the Dean/Director of the Library must approve all paid overloads including distance education courses and on-campus courses administered by the Centre for Continuing Education. In decisions to limit the number of paid overloads, the Dean/Director of the Library shall be guided by his/her assessment of the total workload of the Member, the impact of overload teaching/professional Library work on the likely career progress of the Member, including the capacity of the Member to undertake scholarly activity and administrative duties expected of all Members. A decision by the Dean/Director of the Library to limit paid overloads in any academic year shall not be grievable.
4. Librarians may be paid full or half overloads according to the schedule outlined in this Article.
5. All Members who believe they are entitled to an overload stipend shall apply per Article 2.10 - Academic Workload.

ARTICLE 4.31 - DISTANCE EDUCATION COURSES

1. *Normalfunction*

The development and/or supervision of distance or on-line education courses are an integral part of University functions. Therefore, the development and/or supervision of a distance or on-line education course may be part of a Member's normal workload **as** per Article 2.10 and according to Senate regulations or may be carried out on an overload basis. Prior to assigning the supervision of a distance or on-line course to a Member as part of his/her normal workload, the Dean shall seek volunteers willing to teach such a course. The Dean shall not assign the development of a distance or on-line education course to a Member as part of his/her normal workload without his/her prior consent in writing. The development and/or supervision of a distance or on-line education course are governed by the terms and conditions of a contract issued by the Centre for Continuing Education on behalf of the University.

2. *Equivalentents*

The development of a distance education course shall normally be equivalent to twice the credit value of the course but may be equivalent to a lesser amount or up to a maximum of a full workload.

In all instances, a written statement of the equivalency will be provided in advance by the Dean when the work is part of assigned workload and by the Director of Continuing Education otherwise.

3. *Copyright*

Copyright for distance education courses shall be governed by Article 4.72.

4. *Compensation*

Where the development of a distance education course is not included **as** a part of a Member's normal workload the payment shall be an overload payment based on the equivalence outlined in Paragraph 2 above. A Member may also agree to some combination of normal workload assignment plus paid overload **as** appropriate.

5. *Supervision*

Where the supervision of a distance education course is not included **as** part of a normal workload, a six-credit course shall be paid for on the basis of \$1,100 for 1 to 5 students. For enrolments with more than five students the pay per student shall be \$195 for the year 2005-2006, \$200 for the year 2006-2007 and \$205 for the year 2007-2008 to a maximum **as** per Article 4.30.1 with restrictions **as** per Article 2.10.6. Three credit courses will be pro-rated.

ARTICLE 4.51 - FRINGE BENEFITS FOR FULL-TIME FACULTY MEMBERS

1. The following fringe benefits are available to Members:

- Retirement Plan for the Staff of Laurentian University
- Group Life Insurance Plan
- Accidental Death and Dismemberment Plan
- Dependent Group Plan
- Extended Medical Plan
- Long-Term Disability Plan
- Semi-private hospital coverage

2. The cost of premiums shall be shared by the University and the Member on the following basis:

a) Semi Private Hospital Coverage	University	100%
b) Life Insurance: (includes (A.D. & D. and D.G.L.)	University	50%
	Member	50%
c) Extended Medical	University	100%
d) Dental Care Plan	University	100%
e) Long Term Disability	Member	100%
f) Retirement Plan	University:	
	5.2% of plan earnings up to Canada Pension Plan Yearly Maximum Pensionable Earnings (YMPE),	
	7% of plan earnings in excess of YMPE, and 1.5% of plan earnings to the Minimum Guarantee Fund.	
	Member:	
	3.2% of plan earnings up to the YMPE and 5% of plan earnings in excess of the YMPE	

3. Extended Health Care: Effective November 1, 2005, extended health care will be enhanced by providing full payment to paramedical practitioners (chiropractor, massage therapist, naturopath, osteopath, podiatrist, speech therapist and psychologist), up to a annual limit of \$2000 per benefit year per covered individual. For the year 2005-2006, the annual limit shall be pro-rated.

4. Dental: Employer shall pay 100% of the cost of the dental plan (as enhanced in LUFA's proposal of September 26, 2005) plus status quo regarding 6 month recall, effective November 1, 2005.

- Maximum Basic coverage per year \$2,500
- Maximum Orthodontics coverage per year \$2,500
- Maximum Endodontics coverage per year \$2,500
- Maximum Periodontics coverage per year \$2,500

5. Pension: Participation in the pension plan shall be mandatory for all new faculty members effective date of appointment.

6. Any Member on an unpaid leave of absence shall make special arrangements for benefit coverage as outlined in Article 3.32 - Leaves of Absence Without Pay

ARTICLE 4.52 - PROFESSIONAL DEVELOPMENT EXPENDITURES

1. in order to further the objectives of the University, the creation and dissemination of knowledge, the activities of each full-time Member shall be supported by professional expenditures in each contractual year. The amount of these expenditures shall be limited to \$2,000 for the academic year 2005-2006, \$2,150 for the academic year 2006-2007 and for the academic year 2007-2008.
2. Professional development expenditures allowable under this Article include the following:
 - a) Membership fees for professional and/or learned societies related to the Member's discipline.
 - b) Subscriptions to professional and/or learned journals.
 - c) Books, materials, equipment, and services directly related to research and teaching/professional Library work.
 - d) Registration fees for the Member to attend a scholarly conference.
 - e) Travel including transportation, food and accommodation (subject to University travel policies) for the Member to attend relevant scholarly conferences or seminars, or to visit other universities or research sites to conduct research and scholarly work which cannot be done at Laurentian University.
 - f) Page and reprint charges or costs incurred in the preparation and completion of scholarly manuscripts.
 - g) Professional/academic development or upgrading.
 - h) Hiring part-time assistants in support of research and teaching, excluding marking.
3. Expenditures must be approved in advance by the Dean/Director of the Library and reimbursements will be made on verification of receipts. In the event that expenditures are incurred in relatively small amounts - less than 50% of the total or less than the remaining maximum allowable amount - reimbursements should be accumulated but receipts must be submitted not later than January 1 or July 1 following the date the expenditures have been made.
4. Full-time Members who are on sabbatical leave, study leave, or voluntary reduced workload are eligible for the professional development expenditures.
5. Any equipment purchased with funds provided under this Article remains the property of the University but a Member shall have the right if he/she so chooses to buy back such equipment at fair market value.
6. Any unused portion of the maximum allowed for professional development can be carried forward for one (1) year only. Such carry forward must be approved by the Dean/Director of the Library.

ARTICLE 4.53 – TUITION FEE EXEMPTION, TUITION BURSARIES AND SPOUSAL LIBRARY CARD

1. Tuition Fee Exemption

1. The following shall be eligible for Tuition Fee Exemption.
 - a) **All** full-time Members as of the effective date of appointment and all retired full-time Members.
 - b) Spouses and dependents of all full-time Members and also retired full-time Members and of deceased retired Members and of Members who died while in the full-time employ of the University. Dependents include wife and husband (including common-law relationships), children up to the age of 26 years (including natural, step, and adopted children, wards and other children for whom the Member is the primary care giver).
2. Exemption from tuition fees is subject to the following conditions:
 - a) A student must remain in good standing as defined by the Registrar's Office in order to qualify for tuition exemption. In the event of loss of good standing, the same course(s) or an equivalent one(s) may be taken at the student's expense in order to reinstate good standing and eligibility.
 - b) Students who are eligible for an exemption from tuition fees are not exempted from the payment of incidental fees.
 - c) To the extent that a grant is specifically given to defray tuition a student who receives a grant is not eligible for exemption from tuition fees.
 - d) To the extent that tuition is reduced by a Laurentian University tuition scholarship, the student is not eligible for exemption from tuition fees. Where the funds are from an outside source this condition does not apply
3. Eligibility ceases with the term immediately following the date of termination of employment of a Member, unless otherwise specified in this Agreement.
4. The Board reserves the right to modify or rescind this policy depending on the development of future government policy that has a bearing on this matter.

2. Tuition Bursaries

1. Tuition Bursaries for the full value of full-time or part-time credit-course tuition (excluding incidental fees) shall be awarded to those who meet the eligibility criteria and conditions for Tuition Fee Exemptions (above) and who have achieved a 70% average on admission (for new students) or on the last academic year in which the student was enrolled (returning students).
2. Students awarded a tuition bursary will not be eligible for the tuition exemption,

3. Spousal Photo ID Library Card

On an annual basis, spouses of all Members, including retired Members, deceased retired Members and Members who died while in the employ of the University, upon request, will be supplied with a photo ID library card at no cost to them except if they require a replacement for a lost card. The charge for replacement will be \$15 per card.

ARTICLE 4.54 - SECOND MORTGAGE LOANS POLICY

The University ~~has~~ a policy of providing assistance to Members to finance the purchase of a principal residence, or, on occasion, to make major renovations to one already purchased and to refinance second mortgages. This loan can normally be granted only once. If such assistance is given, it is by way of a guarantee of a bank loan of up to \$15,000 from the Royal Bank with which arrangements have been made by the University, subject to the following procedures and conditions.

1. An application must be completed in writing on a form available from the Comptroller's office. Part of this form is a family budget statement of income and expenditures. Loans will be recommended only if applicants can show ability to meet mortgage costs (including first and second mortgages ~~as~~ relevant) in addition to other normal expenditures.
2. This application is presented to the Executive Committee of the Board of Governors for their consideration and approval or rejection.
3. The applicant's equity in the property must be at least 50% of the second mortgage loan and must be at least 10% of the assessed value of the property.
4. These loans are not available for the purchase of a building site only.
5. If approved, the bank concerned is informed in writing and the University subsequently gives its written guarantee.
6. The Member for whom the guarantee is signed is required to register a second mortgage on the property being purchased in the name of the University in order to secure the University's interest in the event the University is required to make payment under the guarantee.
7. The Member is required to pay the costs of drawing, executing, registering and, later when the loan is repaid, of discharging the executed mortgage.
8. The total outstanding loans at any time guaranteed under this resolution may not exceed an amount determined from time to time by the Board of Governors.
9. The Executive Committee shall report from time to time to the Board on all action taken by the Executive Committee pursuant to this Resolution.
10. As long as the present arrangement with the Royal Bank is in effect, these **loans** are available at prime bank interest rate if the loan is repaid in five years ~~or~~ at prime rate plus one-half percent if the loan is repaid in ten years or less. The loans can be repaid in equal instalments or in graded payments, which are lower for the first four years and higher during the last **six** years of the loan.

ARTICLE 4.55 -MOVING EXPENSES

1. On initial appointment to the University each regular full-time Member shall be entitled to reimbursement for moving expenses subject to the following conditions:
 - a) All claims must be substantiated by official receipts or reasonable facsimiles.
 - b) The University shall reimburse claims at the rate of 100% to a maximum of \$5,000. In exceptional circumstances, the University may exceed this amount. Such conditions will be specified in the initial letter of appointment.
2. Moving expenses include:
 - a) Moving, packing, crating and unpacking of household goods and personal effects
 - b) Transfer of family by the most economical means of transportation.
 - c) Reasonable living expenses for the duration of the trip to the new location.
 - d) One (1) advance visit for the purpose of securing suitable housing. The newly appointed Members may be accompanied by their spouse in this instance.
3. Employees appointed on a contract of twelve- (12) month's duration or less shall not normally be eligible to claim moving expenses. The Vice-president, Academic may under special circumstances, allow some amount of moving expenses to be reimbursed for such employees.
4. Moving expenses paid to a new Member will constitute a loan made by the University. This loan will be retired when the Member has completed three (3) years of continuous service to the University, each year being equivalent to one-third (1/3) of the reimbursement of the loan.
5. Should the beneficiary of such a loan leave the University before completing three (3) years of continuous service, for personal or disciplinary reasons, they must reimburse the University for the remaining unretired portion of the loan.

ARTICLE 4.56 - PHYSICAL EDUCATION FACILITIES

As of the effective date of appointment, all full-time Members, their spouses and dependants as defined in Article 4.53 - shall be eligible for free Physical Education Centre membership subject to the payment of an annual service fee and lockerette rental fee as established by the Division of Physical Education.

ARTICLE 4.57 PUBLIC LIABILITY INSURANCE

Subject to the express provisions of the current policy(ies) of insurance providing such coverage, the University shall continue to maintain the present public liability insurance insuring, among others, Members who are acting within the scope of their employment against liability claims (including negligence, property damage, personal injury, libel and slander), up to a limit of two million dollars (\$2,000,000). Any legal representation to which Members are entitled under this policy shall be provided in a fair and equitable manner. The Association is entitled to receive a copy of the insurance policy upon request. Any changes in this current policy shall be made with the agreement of the parties.

ARTICLE 4.6 - PARKING

1. The parties agree that Members wishing to reserve a parking space in any parking area on campus shall pay the fee established by the University. The parking fees shall be determined following consultation with the Parking Committee on which the Association shall maintain its current representation of one Member.
2. Members with a temporary or Long-Term Disability or pregnant Members shall be entitled upon request to a designated parking space close to their office.

ARTICLE 4.71 - PATENTS

1. The Board agrees that the Members have the unqualified right to publish their inventions. The Board further agrees that the Members have no obligation to modify their research to enhance patentability nor, unless otherwise agreed, any obligation to seek patent protection for the results of their scientific work.
2. The Board waives, disclaims and abandons any interest in or claims to any invention, improvement, design or development made by a Member or Members except where this has occurred with the use of the Employer's funds, personnel or equipment in which instance the conditions set out in Paragraph 4 hereof shall apply. Unless otherwise provided in this Article, any invention or any patent arising therefrom shall be the sole property of the inventor.
3. The Members shall have the right to make their own arrangements at their own expense to patent an invention subject to the obligations in this Article and shall be entitled to all the proceeds therefrom except where the invention was made with the use of the Employer's funds, personnel or equipment.
4. Where an invention, improvement, design or development was made by Members with the use of the Employer's funds, personnel or equipment the Members shall sign an Agreement with the University before an application for patent is filed by them. This Agreement shall provide that the Employer shall assign all rights, title and interest in the invention, improvement, design or development to the Members, subject to the University and the Members sharing equally in the "net proceeds" as used in this Article shall mean the net profits derived from licensing or commercialisation of the patented product, equipment or process after deduction of all expenses incurred in patent searches, for obtained patent protection and for maintaining said protection in Canada and in other countries.

5. Members agree to disclose the existence of any patent applications to the Employer within three (3) months of the date of the application unless otherwise provided for in this Article and shall affirm in writing at that time whether or not the discovery has been made and developed with the use of Employer's funds, personnel or equipment. The Employer may within one (1) month of receipt of the statement of the Member challenge in writing the assertion of the Member in regard to the circumstances of the discovery, in which case the matter shall be settled by arbitration as detailed in Article 8.3. Any challenge by the Employer shall be null and void unless received within the above noted time limit. If the Member(s) fails to disclose the existence of patent applications within three (3) months, it shall be understood that the Employer maintains its rights under this Article until such disclosure is made. Failure by the Employer to challenge the assertion of the Member within one (1) month shall constitute a waiver of any rights that the Employer may have had in such discovery.
6. For the purpose of interpreting Sections 2, 3, 4, and 5 of this Article, payment of regular salary and fringe benefits shall not be construed as use of the Employer's funds.
7. Members shall grant to the Employer a nonexclusive royalty-free, irrevocable, indivisible, and non-transferable right to use solely for the University's internal use any patented device, equipment or process when such device, equipment or process has been invented with the use of the Employer's equipment, funds or support/technical personnel. Such right however, shall not include the right to transfer or exploit any product or process.
8. Where Members decide that they will not patent, produce or market an invention, improvement or discovery at their own expense but consent to the University patenting, producing or marketing the invention, before an application for patent is filed by the University, the University shall negotiate an agreement with the Members. The agreement shall provide that the Members shall assign all their rights, titles and interests in the invention, improvement or discovery to the University subject to the University and the Members sharing equally in the "net proceeds" derived therefrom.
9. Without mutual agreement, the name of the University shall not be used in connection with inventions in which the Employer has no interest.
10. Any revenue that the Employer may receive from inventions shall be dedicated to academic development and research with at least fifty (50) percent of such income designated for academic development and research in the Faculty/Library with which the inventor is affiliated. These funds shall be maintained in a special account, which shall be open to the inspection of the President of the Faculty Association or the President of the Faculty Association's designate.
11. The Employer agrees that it shall not enter any agreement to subcontract work or responsibilities already undertaken or possessed by the Employer and the Members without securing to the Members who may be seconded to or be employed by the sub-contractor all the rights, privileges and benefits accorded to them in this patent Article of this Agreement. Nor shall the Employer enter into any agreement to create a consortia of universities or government departments or private companies for the purposes of research or development or commercial exploitation without securing to the Members who may be seconded to or employed by such consortia, departments or private companies all the rights, privileges and benefits accorded by this Article. If the Employer makes an agreement contrary to this provision and fails to secure the said rights, privileges and benefits to said Members, the agreement shall not apply to Members unless there is a special agreement in writing between the Employer and the Faculty Association to waive this clause of the Article.

ARTICLE 4.72 - COPYRIGHT

Copyright vested in the Member:

1. The Member who is the creator of any work including any printed material, computer programmes, on-line course material, painting, sculpture, film, slide, tape or similar material shall retain the copyright therein unless otherwise stated in this Article.

Copyright vested in the University:

2. The parties agree that the University shall hold copyright to any work including any creative work, printed material, computer programme, on-line course material, films, slides, tapes or similar materials produced by Members as part of their normal workload for the University for use in its distance education courses. In all cases, the University shall arrange for the development of these courses through a special contract with the Members, which sets out terms in accordance with the terms in this Agreement. Copies of all works subject to the policy stated in this paragraph shall contain a statement or marking identifying the ownership of copyright, and with appropriate credit, the contributors. A copy of the contract between the Member and the University shall be sent to the Association.
3. If the University requests a work including a creative work, printed material, films, slides, tapes, computer programmes, on-line course material, or similar materials from a Member under special contract, then, in the absence of any agreement to the contrary, the University shall be the first owner of the copyright therein. This includes **all** materials for distance education courses. **A** Member entering into such a contract with the University shall be notified of the terms of this paragraph prior to signing the contract. The Association shall receive a copy of such notification.
4. **All** special contracts for distance education courses shall contain a clause which allows the contributors to use (for their own classroom purposes) parts of any course that they have created provided that they shall not use such material in another distance education course without the written permission of the University during the period in which the University holds copyright to that material.
5. The master copy of any work whose copyright is vested in the University under the terms of this Article shall be the property of the University. The University shall be responsible for the custody and control of such works and of any copies thereof.
6. Where consent, fees or licenses are required for the **use** of incorporated materials in works in which the University has copyright under the terms of this Article, the contributor shall notify the University by provision of a list of works which require such clearance. The University shall have the right to refuse to accept requests for copyright clearance, which are judged to be prohibitively expensive.
7. The Members who are the authors of any work, whose copyright is vested in the University shall sign a warranty that the work is original and that, to the best of their knowledge, it does not violate any existing copyright.
8. The offering of courses to which the University has copyright under the terms of this Article shall be at the University's discretion.

Revision:

9. From time to time, the University may require revisions in works to which it holds the copyright in order to ensure that proper and current academic standards are met.
10. Further, the author of work as defined in Paragraph 2 or 3 above may, at any time after three (3)

years of use, and at three (3) year intervals thereafter notify the University of the use of such a work. The University and the Member shall negotiate the amount it will pay to defray the costs of such revisions including the Member's share.

11. The process of revision shall be regarded as a joint responsibility of the author of the work and the University. If the author chooses not to undertake the revision or if the author has not accepted the University's request for revision within one (1) month of receipt of that request or if the author is unable to complete the revision, then the academic Unit shall choose an individual to make the revision. By so doing, the author shall not lose contractual rights to the work. Where the author is no longer an employee of the University, notice of the intention to revise and of the proposed revisions shall be sent to him/her by registered mail at the last known address. In the event that the author and the University cannot agree on the terms of the revisions, the University may engage the services of someone approved by the academic Unit to do the revision.
12. The University shall negotiate a fee for any revisions that are made at the author's request.
13. In all cases where more than the authors make revisions to the work, in the authors object to the extent or the propriety of the revisions, they shall withdraw their names and contributions to the work and any visible indication that they are contributors to the work shall be withdrawn. The authors must notify the University of their intention to do so within one (1) month after the revision has been registered in the proposed revisions.

Third party fees

14. "Net proceeds" of any fees or royalties that the University receives for the use by another party of a work to which the University has copyright under the terms of this Article shall be distributed in accordance with Paragraph 15 hereof and the Member shall receive no additional payment. "Net Proceeds" shall mean the fees and royalties received less the cost of reproduction, administration and distribution.
15. Net proceeds shall be distributed as follows:
 - a) Until the original production costs have been recovered, 75% to the University and 25% to the author.
 - b) After recovery of the original production costs, 50% to the University and 50% to the author."Original production costs" include the normal tariff charges to produce the physical work including the cost of the copyright material exploited in the work. Arranging of production costs shall be produced by the University if requested by the Member or by the Association.

Member Copy:

16. If practicable the Members shall receive, upon request, a copy at a cost not exceeding 10% of the tape/film/recording or other medium upon which the work has been produced of any work produced by them for the University and to which the University holds copyright under the terms of this Article.
17. Once the University wishes to reuse or revise any part of a work to which it has copyright under the terms of this Agreement the authors shall be given notice of such intention and shall have one (1) month in which to make known their wish to receive a copy of the work (s) to be reused. If the authors express such a wish within the time limit, they shall receive a copy of the work (s) at a cost not exceeding the cost of the tape/film/recording or other medium upon which the work has been produced plus reasonable administrative costs arising from the request.

ARTICLE 4.73 - COMMITTEE ON PATENTS AND COPYRIGHT

1. The parties agree to create a Continuing Committee on Patents and Copyright, which shall be composed of two (2) individuals appointed by the Board and two (2) Members appointed by the Association, with the Chairship alternating between the Board's representatives and the Association's representatives at each successive meeting.
2. The Committee shall meet at least twice annually to:
 - a) Conduct such business as is referred to it.
 - b) Consider strategies for marketing inventions, improvements or discoveries.
 - c) Recommend to the Joint Committee on the Administration of the Agreement any proposals for modifications or changes in the patents and copyright articles of this Collective Agreement.
 - d) Mediate any disputes arising out of Articles 4.71 and 4.72 in accordance with Paragraph 3 below.
3. Grievance and Arbitration

For the purposes of this Agreement, any grievance by a Member pertaining to Articles 4.71 and/or 4.72 shall be handled in accordance with the following procedure:

- a) The Member, within three (3) weeks of the event giving rise to the grievance or the date on which the Member knew or reasonably should have known of such event if that date is later, shall present a grievance to the Vice-president, Academic.
- b) Within two (2) weeks of receipt of the grievance, the Vice-president, Academic shall refer the matter to the continuing Committee on Patents and Copyright and inform the Association of such grievance. If the Vice-president, Academic fails to refer the matter to the continuing Committee on Patents and Copyright within the time limits, the Members shall be deemed to have succeeded in their grievance and the results thereof shall be binding on the university.
- c) The continuing Committee on Patents and Copyright, within one (1) month of the receipt of the grievance, shall make a recommendation for the resolution of the grievance. The time limits may be extended by mutual agreement. If the committee fails to make a recommendation within the time limits, the Vice-president, Academic may act as in d) below.
- d) The Vice-president, Academic within one (1) week of the receipt of the recommendations of the continuing Committee on Patents and Copyright or within one (1) week of the end of the time limits for action by the Committee shall render the Committee's proposal in the matter and communicate it in writing to the parties concerned.
- e) If the proposal of the Vice-President, Academic rendered pursuant to Paragraph 3d) above does not resolve the grievance, the matter may be submitted to binding arbitration by one (1) arbitrator in accordance with the grievance and arbitration procedures of this Collective Agreement.

ARTICLE 4.90 - RATES OF PAY FOR SESSIONAL INSTRUCTORS

1. Sessional Instructors shall be paid as follows for each three-credit course which commences after the date shown below; other courses will be pro-rated as per their credit weighting.

	<u>Without Establishment</u>	<u>With Establishment</u>	<u>Retirees</u>
July 1, 2005	\$ 5,000	\$ 5,250	\$ 5,500
July 1, 2006	\$ 5,165	\$ 5,423	\$ 5,682
January 1, 2007	\$ 5,216	\$ 5,477	\$ 5,739
July 1, 2007	\$ 5,388	\$ 5,658	\$ 5,928

These sessional rates of pay include the statutory vacation entitlement of 4% and payment in lieu of benefits.

Sessional Members are also entitled to the assignment of teaching assistants and/or markers at a level consistent with assignment of such assistance to full-time Members.

2. When scheduled Continuing Education Courses may otherwise have to be cancelled, Members may, if they choose, agree to teach a course for an amount less than the overload stipend. This amount shall be equal to at least the stipend for the course divided by twelve (12) and multiplied by the number of students enrolled in the course at the time the course starts. A copy of the Agreement shall be sent to the Association at the same time as it is offered to the Member.
3. The Parties agree that Sessional Members who have establishment for one (1) course, according to Article 2.94.11B, shall be paid at the establishment rate for any other course they may teach. However, such pay does not confer establishment for that particular course.
4. The Parties agree that compensation for Sessional Members teaching a three credit course in "didactique" in the School of Education be pro-rated at \$500 per student up to a maximum of the Sessional stipend for such a course.
5. The Parties agree that the rates of pay for Sessional Members teaching activity courses in the School of Human Movement shall remain frozen for the duration of this Collective Agreement at \$2,588 for Members without establishment and \$2,700 for Members with Establishment.

ARTICLE 4.92 - PHYSICAL EDUCATION FACILITIES FOR SESSIONAL INSTRUCTORS

Sessional Members and their families are eligible for free Physical Education Centre membership subject to the payment of the annual service fee and lockerette rental fee as established by the Division of Physical Education.

ARTICLE 4.93 - EXEMPTION FROM TUITION FEES FOR SESSIONAL INSTRUCTORS

Sessional Instructors shall be entitled to exemption from tuition fees for credit courses taken at Laurentian University. The exemption available shall equal the number of credits taught by the Sessional Member. It can be accumulated over a maximum of five years.

ARTICLE 4.94 - PROFESSIONAL DEVELOPMENT EXPENDITURES FOR SESSIONAL INSTRUCTORS

In order to further the objectives of the University, the creation and dissemination of knowledge, the activities of each Sessional Instructor shall be supported by professional expenditures. Sessional Instructors shall receive \$50 for professional development expenditures (in accordance with Article 4.52) for each 3-credit course taught to a maximum of \$300 per year.

ARTICLE 4.95 – REIMBURSEMENT OF EXPENSES

All Members will be reimbursed within the normal amounts payable following approval of the Miscellaneous Expense-Claim Form for reasonable out-of-pocket expenses incurred while on authorized business for the University, such as parking fees, transportation costs, meal allowances, equipment for field trips, accommodation costs, and incidental expenses. Receipts for such expenses will be provided where required. The claim for reimbursement including receipts where required shall be submitted to the Member's Chair/Director. In the event that the Chair/Director is unwilling or unable to reimburse such expenses, the receipts for such expenses shall be submitted to the appropriate Dean/Director of the Library. Amounts reimbursed will be according to the schedule of amounts in the Board's 'Policies and Procedures Concerning Travel and Related Expenses' as updated annually and amended to include incidental expenses.

ARTICLE 5.0 - SELECTION OF CHAIRS/DIRECTORS

1. The Chair/Director of a Unit shall be appointed by the Vice-president, Academic in accordance with the procedures of this article. The Chair/Director shall not serve for more than two consecutive terms.
2. The following procedures will be initiated by the Dean/Director of the Library at least six months before the end of a term of a Chair/Director or immediately if a post of Chair/Director becomes vacant.
3. a) The Dean/Director of the Library shall ensure that there is a selection committee with the following composition: including a Chair of the committee, in place within 5 months before the end of a term of a Chair/Director or immediately if a post of Chair/Director becomes vacant
 - (i) One third of the full-time teaching/librarian Members of the Unit to the nearest whole number. The Members of the committee shall be tenured or probationary appointments, if possible, and shall be elected by **all** the full-time teaching/librarian Members of the Unit.
 - (ii) The Dean/Director of the Library as a non-voting Member.
 - (iii) The Chair/Director of another Unit appointed by the Dean/Director of the Library in consultation with the Unit seeking a Chair/Director.
 - (iv) At least one (1) member of the committee shall be a woman. Where the Unit has no women members and no woman is otherwise on the committee, the Dean/Director of the Library, in consultation with the Unit shall appoint a woman Member in addition to those described above.
- b) The Committee shall elect a Chair from among its Members.
4. The Chair of the Selection Committee shall use **all** reasonable efforts to invite **all** full-time Members of the Unit (including those on leave) to submit to him/her, within a specified period of time, in confidence, the names of possible candidates and reasons supporting their candidature. Without disclosing the names of the individuals submitting them, these names and reasons shall be communicated to the Selection Committee.
5. In the event that no candidates are submitted by the Unit within ten (10) working days of the Selection Committee's request, the Committee may suggest a short list of its own or make a request to the Vice-president, Academic to search for a candidate from outside the Unit or the University. In the latter instance, the Unit shall be consulted for the names of possible outside candidates.
6. a) The Selection Committee, after undertaking any further inquiries that it deems appropriate and relevant shall establish a short list of not fewer than two (2) and not more than three (3) candidates, unless it is convinced that it can find only one suitable candidate.
- b) The selection committee shall evaluate candidates on the grounds of proven administrative ability, scholarly activity, and teaching/librarian competence. The Selection Committee will

be guided by Article 5.3 in making this evaluation. The Committee may wish to meet with the candidates.

- c) Prior to the compilation of its final short list, the Selection Committee will obtain, in writing, the consent of the candidates on that list.
 - d) The Unit may wish to meet with the short-listed candidates prior to the balloting process.
7. Within ten (10) working days from the final receipt of names from the Unit as per paragraph 4, the Chair of the Selection Committee shall make all reasonable efforts to provide all full-time Members of the Unit, including those on leave, with a ballot. The ballot shall set out the short list of candidates. The Members shall indicate their one (1) preferred choice, in confidence, to the Chair of the Selection Committee within fifteen (15) working days from the distribution date noted on the ballot. The ballots shall be opened and counted in the presence of the Selection Committee.
 8. In the event the Selection Committee finds only one (1) suitable candidate, the Chair of the Selection Committee shall use all reasonable efforts to submit to all the full-time Members of the Unit, including those on leave, a ballot showing this candidate's name. Time limits for this submission and the Member's responses shall be as set out in paragraph 7. The ballots shall be opened and counted in the presence of the Selection Committee.
 9. The Chair of the Selection Committee shall report the results of the selection process and its recommendation to the Dean/Director of the Library.
 10. If the Dean/Director of the Library is prepared to accept the Selection Committee's recommendation then the Dean/Director of the Library will forward this recommendation together with his/her own to the Vice-president, Academic who will make the appointment.
 11. Should the Dean/Director of the Library not be prepared to accept the Selection Committee's recommendation, the Dean/Director of the Library shall indicate his/her reservations to the Selection Committee and the Unit. If the Dean/Director of the Library and the Selection Committee are unable to agree on an appointment, the selection procedure shall be reinstated as in paragraph 3.
 12. The Chair/Director shall be a tenured or probationary Member of faculty. Any outside appointment shall be made in accordance with Article 2.21 - Appointment and Renewal.
 13. In exceptional circumstances the Vice-president, Academic and the Dean/Director of the Library, after consultation with a Unit, may appoint an acting Chair/Director for a period of up to four (4) months, consistent with Articles 5.1 and 5.2 - Terms of Office and Removal from Office.
 14. Abbreviated Selection Process

In many selection processes, it is apparent at step 4 that a strong consensus has emerged for the selection of one (1) candidate. In that event, the Selection Committee may proceed directly to step 8 of the procedure. If at least two Members object to the abbreviated selection process, then the Committee shall follow the full procedure.

ARTICLE 5.1 - TERM OF OFFICE

1. The term of office for Chairs/Directors shall normally be for three (3) years, renewable by Unit selection per Article 5.0.
2. Should Chairs/Directors not be able to carry out their duties for four (4) months or less, the Chairs/Directors shall make provision for the take-over of their duties in consultation with the Unit and Dean/Director of the Library.
3. If the absence is for a period of longer than four (4) months, the Chairs/Directors **shall** relinquish their title and a new Chair/Director shall be selected according to the procedures set out in Article 5.0 - Selection of Chair /Directors.

ARTICLE 5.2 - REMOVAL FROM OFFICE

1. Proceedings for the removal of the Chair/Director may be initiated by:
 - a) A written complaint to the Dean/Director of the Library specifying the reasons for the complaint, signed by at least a majority of the full-time faculty of the Unit, excluding those on leave and the Chairs/Directors themselves. The Deans/Director of the Library shall investigate the situation and offer their services to resolve the matter. If the attempt is unsuccessful, the Deans/Director of the Library will forward the written complaint together with their report to the Vice-president, Academic.
 - or
 - b) A written complaint by the Dean/Director of the Library to the Vice-president, Academic specifying the grounds for the complaint. The grounds for such complaints should normally be related to Articles 5.3 and 2.00.
2. The Vice-president, Academic shall invite the Chairs/ Directors and the Unit to discuss the complaint. Following an adequate investigation, the Vice-President, Academic may request the Chairs/Directors to relinquish their office. If the Chairs/Directors are not requested to relinquish their office the Unit or the Dean/Director of the Library may request initiation of procedures under 3c).
3. **If** the Chair/Director does not voluntarily resign **as** Chair/Director:
 - a) The Vice-president, Academic **is** empowered **to** suspend that individual **as** Chair/Director. Once suspended, the Member retains **all** other rights and responsibilities **as** defined in this Agreement.
 - b) The Vice-president, Academic **shall** instruct the Dean/Director of the Library to appoint an Acting- Chair/Director in consultation with the Unit in accordance with Article 5.0 - Selection of Chair/Directors and **shall** forward the complaint to the President in the **form** of an appeal.
 - c) The President shall create an ad hoc committee to investigate the complaint and shall conduct its investigation in accordance with statutory requirements. As a result of the committee's investigation, the President shall rule on the question of removal from office.
 - d) The decision of the President shall be final, non-grievable and binding on **all** parties.

ARTICLE 5.3 - DUTIES OF CHAIR/DIRECTORS

1. The Chair/Directors are responsible for providing academic leadership to their Academic Units. They serve **as** the representatives of their academic Units in administrative matters, **as** well **as** the official spokesperson of their academic Units and they report to the Dean/Director of the Library.
2. Their duties are the following and shall be carried out in accordance with good administrative practices:
 - a) To ensure, to the degree possible, that the Members of the Unit are informed of their duties and responsibilities in accordance with Senate regulations, the regulations of the University and this Agreement.
 - b) To convene and preside over meetings of the Academic Unit at regular intervals during the academic year and to be **an** ex officio and voting Member of its standing committees.
 - c) To ensure as far **as** reasonably possible that the Members of the Unit have an opportunity to share in the decision-making process, in the formulation of policies, and in the administrative tasks of the Unit.
 - d) To review and act on all matters involving staff, both faculty and other, with the appropriate internal body and in accordance with Article 2.11 of this agreement and in accordance with the terms of Collective Agreements applying to other University bargaining Units.
 - e) To be responsible for presenting the academic programs of the department or school for accreditation or approval of external bodies, **as** needed.
 - f) To prepare budgetary recommendations and administer the annual budget for the Academic Unit in conjunction with the Dean/Director of the Library and the appropriate internal body.
 - g) To advise the Dean/Director of the Library on the instructional roster and time-table/desk time for the Academic Unit following consultation with Members of the Academic Unit and other appropriate University bodies and officers including the Office of the Registrar and the Centre for Continuing Education and to supervise the implementation of the timetable and roster/desk time.
 - h) To supervise student counselling on academic matters and the assignment of programs of study within the Academic Unit.
 - i) To prepare an annual report, due by June 30, on the teaching/professional library, scholarly and community activities of the Academic Unit for submission to the Dean/Director of the Library. Academic Units' reports will be submitted to the Dean/Director of the Library after they have been distributed to Members of the Unit.
 - j) To supervise the use and proper maintenance of space and equipment allocated to the Academic Unit.
 - k) To maintain relations between the Academic Unit and external professional constituencies and agencies and the wider community, **as** relevant and appropriate; and to arrange representation **as** necessary.
 - l) To ensure, to the degree possible, that the Members of the Unit receive a copy of the summary workload recommendations and the Dean's/Director of the Library workload

decision according to Article 2.10.1, and that each Member also receive a copy of the sabbatical plans according to Article 3.21.3.

- m) To perform such other duties in connection with the work and administration of the department as the appropriate Dean/Director of the Library may assign him/her, and as are consistent with his/her status as a Member of the bargaining Unit.

ARTICLE 5.4 – STIPENDS FOR CHAIRS/DIRECTORS

1. a) The Chair/Director will be entitled to a reduction of six-credit teaching load during each calendar year served as Chair/Director. Where the Dean has assigned a full teaching load with the agreement of the Member and the Unit, an overload payment will be made in lieu thereof. Where the Director of the Library has assigned a greater than normal workload with the agreement of the Member and the Unit, an overload payment (or proportion thereof) will be made.
b) The Chair/Director may voluntarily waive these entitlements, in full or in part.
2. The Chair/Director will be entitled to an annual stipend for each full year served. Portions of a year will be pro-rated. An acting Chair/Director shall receive a pro-rated stipend in lieu of the Chair/Director for each full month served in excess of the first month. The stipend shall be based on the number of full-time teaching/librarian Members in the Unit and the number of other full-time employees (secretaries, technical staff, etc.) who report to the Chair/Director.

For purposes of administration of this Article, the Chair/Director shall indicate to the Dean/Director of the Library as of September 1 of each year the category under which he/she should be compensated. Changes occurring after September 1 shall be reflected in the following year. If the Dean/Director of the Library agrees with the category under which a Chair/Director is to be compensated, the Dean/Director of the Library will forward this information to the Vice-president, Academic. If the Dean/Director of the Library does not agree with the category and the disagreement cannot be resolved, the Vice-president, Academic will rule on the matter. The ruling of the Vice-president, Academic shall not be grievable.

Full-time teaching/librarian Members and other full-time employees (compensation per year):

1 – 9	\$2,000
10 – 19	\$3,000
20 and over	\$4,000

3. In lieu of compensation, the Chair/Director may elect to receive the whole or part of the stipend in the form of an equivalent enhancement to the professional allowance. The Chair/Director will indicate his/her intentions in this matter by September 1 of each year.

4. in addition to the above compensation, the Chair/Director shall be entitled to a credit of one (1) year toward his/her sabbatical for a completed three-year term.

ARTICLE 6.0 - SENIOR ACADEMIC ADMINISTRATORS

1. Selection

While retaining the right to appoint Senior Academic Administrators, including the President, the Board recognises the usefulness and desirability of consultation with Members, Units and Divisions in their selection, and shall follow the selection and appointment procedures that have been approved by the Board and the Senate. In instances where an outside candidate is being considered for a senior academic appointment, the candidate will normally be offered an appointment according to their qualifications at a rank consistent with the criteria listed under Article 2.21 - Appointments and Renewal.

2. Removal

The Board shall consider all serious complaints against senior Academic Administrators and take appropriate action, including the possibility of removal from office. It is understood that if a majority of Members of the bargaining Unit within the Administrator's purview indicate dissatisfaction with that Administrator, the University will view this as one example of a serious complaint.

3. Re-entry into the Bargaining Unit

- a) Any senior Academic Administrators, who are excluded from the bargaining Unit by virtue of their office, shall upon resignation/retirement/removal from that office return to take-up Membership in the bargaining Unit.
- b) No Member shall be displaced from the Unit by the entry or re-entry of former senior Academic Administrators. If there is no vacancy in the Department/School/Library concerned, the additional allocation shall not be at the expense of another Department/School/Library allocation.
- c) For all purposes relating to this Agreement, membership in the bargaining Unit of a Senior Academic Administrator shall be reckoned as if they had not been outside the bargaining Unit during their term of office.
- d) Senior Academic Administrators returning to the bargaining Unit shall be considered as Members teaching for the first time (as per Article 2.10 – Academic Workload, Section 8.3) and shall be assigned teaching/professional library loads in keeping with the practice of their respective Unit(s).

4. Acting or Substitute Senior Academic Administrators

- a) The University may from time to time appoint Members of the bargaining Unit to act or substitute for short periods of time in the place of Senior Academic Administrators.

Members so serving shall not undertake or be required to undertake any personnel action.

- b) For longer periods, i.e. two months or more, when there is a need for an appointee to substitute or act with full authority and responsibility of office, a Member who so acts shall cease to be a Member of the bargaining Unit for the period of substituting or acting and shall receive a pro-rated stipend for the position.

5. Relationship *between* Senior Academic *Administrators* and Academic *Units*.

Senior Academic Administrators shall be considered full Members of academic Units in which they teach/offer professional library service, except that they must not participate in decisions by the Unit on personnel matters.

ARTICLE 7.1 -REDUNDANCY

1. For the purposes of this Article, the declaration of a state of redundancy by the Board shall mean that the number of Members employed in a particular academic Unit(s) must be reduced. The Board agrees that no procedures other than those specified in this Article will be used to deal with redundancies as defined in Paragraph 3. It is understood that the term redundancy does not apply to limited term appointments that carry no implication of renewal or continuation beyond the stated term in accordance with Article 2.21.
2. The Board shall declare a state of redundancy by sending a written notice to the Association and to the Vice-President, Academic that it has approved a resolution for one of the reasons outlined in Paragraph 3 of this Article. With this notice, the Board shall submit a detailed report specifying the reasons why the redundancy is justified and the exact magnitude of the reduction believed to be necessary.
3. A declaration of redundancy by the Board may be initiated in one of two (2) ways:
 - a) Senate may resolve to terminate a Faculty, Department/ School or program for reasons other than Financial Exigency. For the purpose of this Article, a program is defined as a course of study previously approved by the Senate and leading to a degree or a diploma. Should the program involve more than one Faculty or Department/ School, the plural should be understood in the following paragraphs. If the Board resolves to approve Senate's decision, then a program redundancy shall be declared.
 - b) The Vice-President, Academic may make a submission to the Board that a particular academic Unit(s) has (have) a larger number of Members than necessary to fulfil its (their) program and service teaching requirements in the light of student demand. Such a redundancy shall be known as a workload redundancy. The Board agrees that it will not declare a workload redundancy if such an action will result in insufficient academic personnel for that Unit(s) to continue to offer a viable program(s). The onus shall be on the Board to show that the proposed reductions are consistent with normal workloads as defined in Article 2.10 and that the proposed reductions will not create an inequitable workload for the Unit(s) affected by the redundancies.
4. Redundancies may be justified only for bona fide academic reasons and/or on the grounds of insufficient student demand. When insufficient student demand is used as a justification, such lack of demand must be demonstrable over a period of at least three (3) years and projections into the future must not indicate any appreciable increase in this student demand.
5. As a result of the Board's declaration, a Redundancy Committee shall be formed. This Committee shall hold its first meeting within fifteen (15) days of receipt by the Association of the Board's notice as specified in paragraph 2 hereof. Within ten (10) days of receipt of that notice, the Association shall forward to the Vice-President, Academic the names of three (3) Members who shall serve on the Redundancy Committee.
6. The Redundancy Committee shall include the following:
 - a) Three (3) Members chosen by the Association
 - b) Three (3) individuals named by the Board
 - c) The Vice-President, Academic as non-voting Chair

7. Within sixty (60) days of its first meeting, the Redundancy Committee shall make its final report to the Board (with a copy to the Association). The Board shall make no new academic or administrative appointments nor shall the Board order the reduction or redistribution of the actual number of full-time Members of the bargaining Unit, until the Redundancy Committee has made its final report or until the time limit of sixty (60) days stated in this paragraph **has** expired, whichever comes first.
8. It shall be the responsibility of the Redundancy Committee in consultation with the Vice-President, Academic, the Dean/Director of the Library and the Faculty/Library Personnel Committee to recommend who, among the Members of **the** Unit(s) under consideration, shall be affected by redundancy.
9. Keeping in mind that the continuing academic function assigned to the Unit is of the highest priority, the Redundancy Committee shall consider the following steps in the following order:
 - a) Non-renewal of limited term appointments within the Unit.
 - b) Non-renewal of two-year probationary contracts within the Unit.
 - c) Non-renewal of contracts of Members within the Unit on the-year probationary contracts.
 - d) Removal of a tenured Member from the Unit.
10. If the Redundancy Committee decides that Members with tenure or on a three-year probationary contract will be affected by Redundancy pursuant to paragraph 9 hereof, it shall include, in its final recommendation to the Board, a list of administrative and academic areas to which the Members could be transferred, with or without a year's retraining, considering their academic and professional qualifications.
11. If the Board approves a resolution to act on the Redundancy Committee's recommendation that a Member be declared redundant, ~~then~~ the Board shall send the Member a written notice of its resolution. This notice shall also contain an offer to the tenured Member of the following options:
 - a) Voluntary early retirement if the Member is age 55 or more.
 - b) Transfer in whole or in **part** to another academic Unit for which the Member is academically qualified or could become qualified with a year's retraining if the transfer can be effected by one of the following means:
 - (i) Filling a vacancy
 - (ii) Non-renewal of a limited term contract
 - (iii) Non-renewal of a two-year probationary contract
 - (iv) Non-renewal of contract of Members on three-year probationary contract

in the Unit to which the tenured Member is to be transferred.
 - c) Transfer to an appropriate administrative vacancy in the University.
 - d) Termination of employment with severance pay.
 - e) Any other alternative that may be implemented in the future with the mutual consent of the two (2) parties.

Any of the above options shall be implemented in accordance with the terms of this Article. All

proposed transfers to another academic Unit must have the approval of the Vice-president, Academic. If the offer is to transfer one component of the Member's workload (this component restricted to either teaching or research) to another academic area, such offer shall include a statement of the duties of that Member and a method of weighing the Member's evaluation for merit based on these special arrangements.

If the Board cannot offer at least one of (b), or (c), it shall offer to keep the Members in their present position until such time as it can offer them one of (b), or (c) unless Paragraph 16 applies.

12. Notwithstanding Article 2.21 - Appointment and Renewal, Members with a two-year, initial probationary appointment can be refused the second probationary appointment for reasons of redundancy in accordance with Paragraph 9 or Paragraph 11 of this Article. In such instances, the Members shall receive notice by 15 December of the academic year in which their contract comes up for renewal. A written notice of non-renewal shall be sent to the Members in which redundancy shall be clearly stated as the reason for non-renewal.
13. Notwithstanding Articles 2.21 and 2.22, Members who are on a three (3) year probationary appointment can be refused a renewal of their appointment and/or tenure for reasons of redundancy in accordance with Paragraph 9 or Paragraph 11 of this Article. In such instances, the Members shall receive notice by 15 December of the academic year in which their contract comes up for renewal. A written notice shall be sent to the Members in which redundancy shall be clearly stated as the reason for non-renewal and/or refusal to grant tenure. They shall be given severance pay in accordance with Paragraph 18 hereof as well as recall rights in accordance with Paragraph 18.
14. Tenured Members who accept a transfer to another academic area in whole or in part, shall retain their rank as well as all pre-existing employment rights. If such a transfer requires retraining, the Members shall be granted leave to a maximum of one (1) year at 100% salary plus benefits. Any tuition fees connected with the retraining shall be paid by the University.
15. Tenured Members who accept a transfer to an administrative position in accordance with Paragraph 11c) hereof cease to be Members of the bargaining Unit on the date that the transfer becomes effective. Members transferred to an administrative position shall not be dismissed for a period of five (5) years for reasons other than just cause and shall retain for this period the full rights of Members of this Association, to grieve dismissal for cause. Such Members shall not have their pay decreased as a result of the transfer but they shall receive *only* the basic percentage increase to **salary** scale and no increments until the normal salary level for their administrative position has reached their own. For a period of five (5) years from the date of their appointment to the administrative position, the Members shall have first right of refusal of any academic vacancy within Laurentian for which they are judged by the Vice-president, Academic to be academically competent.
16. Where a redundancy results from the termination of a program per Paragraph 3a) and when all transfer provisions have been exhausted, the Board may lay-off a tenured Member provided that those Members who are at least forty-five (45) years of age, have tenure and in respect of whom the sum of years of seniority from the effective date of tenure plus age equals fifty-five (55) shall be exempt from lay-off.

Costs associated with any arbitration arising out of lay-off shall be distributed in accordance with Article 8.3. The usual burden of proof shall apply.

17. Groups and/or individuals who are selected for redundancy may grieve their selection (under Article 8.3) on the grounds of bias or procedural error, as well as on the grounds that the criteria for selection have been applied in a manner which is discriminatory or is in bad faith. This right to grieve includes the right to challenge the validity of the redundancy but not the right to challenge the Board's authority to initiate Redundancy procedures.

Tenured Members who wish to remain in the employ of the University and who have been offered a transfer but do not wish to accept the offer must grieve the offer within thirty (30) days of receipt of the offer. If the Arbitration Board concludes that the Members' refusal is well founded, the Members retain their original positions. If the Arbitration Board concludes that the Members' refusal is not well founded or that another suitable transfer is available, then the Members must accept the transfer within thirty (30) days of receiving a copy of the decision or else the Members' employment shall be terminated. The effective date of notice shall be the date that the arbitrator's report is received by the Members. The Members shall retain recall notice of termination rights. They shall lose their rights to all severance payments and benefits.

18. All Members who are on tenured or three-year probationary contracts, and whose employment is terminated pursuant to this Article shall have rights as set out hereafter:

- 1) (i) Twelve (12) months' notice in writing or any equivalent combination of notice plus salary followed by
- (ii) Six (6) months' salary plus one (1) month's salary for each year as a full-time employee provided that no Member on a three-year probationary contract receives less than nine (9) months' salary and no tenured Member receives less than eighteen (18) months' salary.

All payments under this paragraph shall be based on the Members' total regular salary including the University's contribution to pension and other benefit plans for the final full academic year of service at the University. In no case shall the number of months' salary paid under this paragraph exceed the time remaining until the normal retirement age of the Member.

- b) First right of refusal of all academic vacancies within Laurentian University, for which they have academic competence as judged by the Vice-President, Academic Affairs, with the University to which the individual is to be appointed for a period of three (3) years for a Member on a three (3) year probationary contract and five (5) years for a tenured Member from the effective date of termination. Individuals who accept such positions shall return to the University at the rank they held when their appointments expired. They shall receive full recognition for years of service at the University. Disputes relating to the recall offer shall be referred to the grievance and arbitration process set out in this Article.

Individuals who are recalled pursuant to this Article shall have up to thirty (30) days to accept the recall offer. They shall take up their alternative employment and take up the offered post, as soon as they are able to do so but in no instance later than six (6) months after accepting the recall offer.

- c) Reasonable efforts by the Board to assist a laid off Member in obtaining suitable alternative employment including the use of professional assistance as well as access to University records.
- d) Reasonable access to library, laboratory and computer facilities subject to the agreement of the Dean of the Faculty or Director of the Library. If suitable alternative employment is secured or for three (3) years in the case of a Member on a 3-year probationary contract or for five (5) years in the case of a tenured Member if suitable alternative employment has not been secured.
- e) Eligibility for themselves and their dependants for exemption from tuition and Physical Education fees until suitable alternative employment is secured or for three (3) years in the case of a Member on a 3-year probationary contract or for five (5) years in the case of a tenured Member if suitable alternative employment has not been secured.

19. Nothing in this Article shall limit the total amount of severance benefits that a tenured Member might privately negotiate with the Board.
20. All grievances submitted under the terms of this Article shall go directly to arbitration in accordance with Article 8.3 - Grievance and Arbitration. Unless stated otherwise in this Article, within fifteen (15) days of receipt of the written notice containing the decision which the Members wish to grieve, the Members must give notice in writing to the Board of their intention to submit that decision to Arbitration.

ARTICLE 7.2 - FINANCIAL EXIGENCY

1. The Board of Governors and the Association agree that the first duty of the University is to ensure that its academic priorities remain paramount, particularly with regard to the quality of instruction, library service and research, and the preservation of academic freedom.
2. For the purposes of *this* Article, Financial Exigency shall be defined as substantial and recurring deficits, which threaten the long-term solvency of the University as a whole.
3. Reductions in academic staff for reasons of financial exigency shall occur only in extraordinary circumstances, and only then after efforts to alleviate the financial crisis by economies in all other segments of the budget have been undertaken and after all reasonable means of improving the University's revenues have been exhausted.
4. Members may be laid off in accordance with this Article only in the event that a state of financial exigency has been both declared and confirmed pursuant to the procedures contained in this Article.
5. In the event that the Board of Governors considers that a financial exigency exists, within the meaning of Paragraph 2, it may give notice of such a belief. As of the date of such notice the procedures specified in this Article shall apply, and no new appointments may be made to either the academic or administrative staff complement.
6. Within two (2) days of giving notice of its belief that a financial exigency exists, the Board of Governors shall forward to the Faculty Association all financial documentation relevant to the alleged state of financial exigency.
7. Within fifteen (15) days of the notice specified in Paragraph 5 above, the parties shall establish a Financial Commission which will consider the alleged financial exigency and either (a) confirm it (under whatever conditions it chooses to impose) or (b) reject it.
8. The Financial Commission shall be chosen, as is an Arbitration Board per Article 8.3. It is agreed that in **this** instance no Member of the Financial Commission shall be a government official, and the Minister of Labour, if requested to appoint a Chair, shall choose a person who is not in the employ of a government. Decisions of the Financial Commission under this Article shall be final and binding on all parties. In this regard the Financial Commission shall be deemed to be an Arbitration Board.
9. The onus of proof shall be on the Board to establish to the satisfaction of the Financial Commission that a state of financial exigency exists within the meaning of this Article.
10. Within seven (7) days of the choice of a Chair, the Financial Commission **shall** meet and invite and consider submissions on the University's financial condition. *Inferalia* it shall consider:
 - a) Whether the University's financial position (as evidenced from the total budget and not just the academic or salary components thereof) constitutes a *bona fide* budgetary crisis such that deficits projected by generally accepted accounting principles are expected to continue for more than two (2) fiscal years.
 - b) Whether in view of the primacy of academic goals at the University the reduction of academic staff is a reasonable type of cost saving.
 - c) Whether all reasonable means of achieving cost-saving in other areas of the University budget have been explored and exhausted.
 - d) Whether all reasonable means of improving the University's revenue position have been

explored and exhausted.

- e) Whether every effort has been made to secure further assistance from the provincial government.
 - f) Whether enrolment projections are consistent with a proposed reduction in the academic staff complement.
 - g) Whether all means of reducing the academic staff complement including voluntary early retirement, voluntary resignation, voluntary reduced workload, voluntary redeployment and leaves, etc. have been exhausted. and
 - h) Whatever other matters it considers relevant.
11. The Financial Commission will normally be expected to hand down its Report and deliver a copy to the Board and to the Association within sixty (60) days of its first meeting. If the Commission finds that a state of financial exigency does not exist, no reductions of academic staff for reasons of financial exigency may take place. If the Commission finds that a financial exigency does exist, its Report shall specify the amount of reduction required, if any, in the budgetary allocation to salary and benefits for Members of the bargaining Unit. Any reduction in the budgetary allocation for academic salaries and benefits may be made conditional upon the further exploration of alternative cost-saving measures by the University, and the Commission shall remain seized of its jurisdiction in this matter pending the satisfactory exhaustion of **all** such specified alternatives. Within five (5) days of receipt of the Report of the Financial Commission, the parties shall meet and confer with respect to its implications.
12. Pursuant to the ruling of the Financial Commission, the Board of Governors may reduce the budgetary allocation for salaries and benefits of Members of the bargaining Unit but such reduction shall not exceed the amount of the reduction specified by the Commission. The decision of the Board of Governors shall be taken and written notice thereof sent to the Financial Commission within two (2) weeks of receipt of the notice mentioned in Paragraph 11 above.
13. Within twenty (20) days the Financial Commission shall apportion among the Faculties, Library and similar Units, the reduction in the budgetary allocation for salaries and benefits of the Members of the bargaining Unit. Whenever possible, such reductions will be divided in a proportionate amount among the Faculties and Library within the University unless there is a clear and substantial reason for doing otherwise.
14. Within thirty (30) days, the Faculties/Library through their respective Faculty/Library Councils shall apportion the budgetary reduction among the academic Units within the Faculty/Library and determine which among its Members **are** to be laid off. Whenever possible such reductions will be divided among the Units within a Faculty/Library in a proportionate amount unless there is a clear and substantial reason for doing otherwise.
15. The principal criteria in the termination/lay-off of Members within a department, school or similar Unit shall be:
- a) The possession of qualifications suitable for the continuing function of the Faculty, School, Department or Library.
 - b) Quality of performance in teaching and research or scholarly activity where applicable.
 - c) The possession of qualifications suitable for transfer with or without retraining to another academic or administrative position within the University.
 - d) *Contributions* to the wider community.

16. Within a Unit, a tenured Member shall not be terminated in preference to a non-tenured Member. For tenured Members, the more senior Member, in terms of service determined from the date at which tenure at the University became effective shall be retained unless, after applying the above criteria, there is a clear and substantial reason for doing otherwise.
17. Those Members who are at least forty (40) years of age, have tenure and in respect of whom the sum of years of seniority from the effective date of tenure plus age equals at least fifty-five (55) shall be exempt from lay-off until all other academic staff within the Faculty/Library and not included in this category have been laid off.
18. Should the Faculty/Library Council fail to determine within thirty (30) days who among its Members is to be laid off, it shall be the responsibility of the Deans/Director of the Library to apportion the budgetary reduction within their faculty/library. Should the Deans/Director of the Library fail to make such a decision within seven (7) days, the Financial Commission shall make the apportionment of the budgetary reduction.
19. Members who are selected for lay-off under this Article shall be provided with written notice of the reasons for their selection. Lay-offs under this Article shall not be treated or recorded as dismissals for cause.
20. After the selection of the Members who are to be laid off, but prior to the implementation of such lay-offs, the Board shall make every reasonable effort to secure positions elsewhere in the University, including administrative positions, for those Members who are to be laid-off. Members who accept alternative academic employment retain all pre-existing employment rights, including credit for sabbaticals, salaries and pensions. Members who accept alternative employment shall be given the opportunity to retrain for a period of up to one (1) year for their new duties. The employer shall pay any related tuition fees and full salary to the Member during this retraining period.
21. Groups and/or individuals who are selected for lay-off by a Faculty/Library Council or Dean/Director of the Library, may grieve their selection under the Grievance and Arbitration Article 8.3 on the ground of bias or procedural error, as well as on the grounds that the criteria for lay-off have been applied in a manner that is discriminatory or is in bad faith. The right to grieve does not include the right to challenge the validity of the financial exigency.
22. All tenured and probationary Members whose appointments are terminated pursuant to this Article shall have rights as set out hereafter:
 - a) (i) The University shall be obliged to offer twelve (12) months' notice or twelve (12) months' salary in lieu of notice followed by;
 - (ii) One (1) month's salary for each year as a full-time employee provided that no tenured Member shall receive less than twelve- (12) month's salary.

All payments under this paragraph shall be based on the Members' total salary including the University's contribution to pension and other benefit plans for their final full academic year of service at the University. in no case shall the number of months' salary paid under this paragraph exceed the time remaining until the normal retirement age of the Member.

- b) First right of refusal of all academic vacancies within Laurentian University, for which they have academic competence as judged by the Vice-president, Academic in consultation with the Unit to which the individual is to be appointed for a period of three (3) years from the effective date of termination. Individuals who accept such positions shall return to the University at the rank they held when they were laid off, with full recognition for years of service at Laurentian. Disputes arising out of these recall procedures are referable to the

Grievance and Arbitration process set out in this Agreement.

Individuals who are recalled pursuant to this Article shall have up to thirty (30) days to accept such recall offer, and shall terminate their alternative employment and take up the offered post, **as soon as** they are contractually able to do so but in no instance later than six (6) months after accepting the recall offer.

- c) Reasonable efforts by the Board to assist a laid off Member in obtaining alternative employment including the use of professional assistance **as well as** access to University resources.
 - d) Reasonable access to Library, laboratory and computer facilities subject to the agreement of the Dean of the Faculty/Director of the Library concerned until suitable alternative employment is secured or for three (3) years whichever is less.
 - e) Eligibility for themselves and their dependants for exemption from tuition and Physical Education fees until suitable alternative employment is secured or for three (3) years, whichever is less.
23. Notice of academic vacancies shall be deemed to be good and sufficient if they are sent by the Board of Governors to the Member's last known address with a copy to the Association. Any Member who fails to reply within thirty (30) days or who refuses a permanent position offered under this Article shall lose **all** rights of recall.
24. A Member accepting a permanent position at Laurentian University will no longer receive severance pay.
25. Any vacancy that occurs and that cannot be filled through the recall procedures in this Article will be filled in accordance with the normal hiring practices.
26. Tenured Members, whose appointments are terminated while they are on leave **as** in Article 3.2, shall have the same rights **as** other tenured Members in accordance with the terms of this Article.
27. Laid off Members who are recalled shall repay any portion of the allowance specified in Paragraph 22 which exceeds their entitlement had they continued to occupy their normal position.
28. The cost of the Financial Commission established under this Article shall be borne **by** the Board.

ARTICLE 8.1 - VALIDITY OF THE AGREEMENT

In the event of any of the provisions of this Agreement or any practices established hereby being contrary to the provisions of any applicable law hereinafter enacted, this Agreement shall not be deemed to be abrogated, but shall be amended so as to conform with the regulations of any such law.

ARTICLE 8.2 - DURATION AND CONTINUANCE OF THE AGREEMENT

1. This Agreement shall come into effect upon ratification by the parties and shall continue in effect to 30 June 2005 and shall continue from year to year thereafter unless either party gives the other party notice in writing, not more than one hundred and fifty (150) days but not less than one hundred and twenty (120) days prior to the thirtieth (30th) of June in 2005 or in any year following 30 June 2005, that it desires to amend or terminate this Agreement.
2. If notice is given as provided in paragraph 1 above, the two parties to this Agreement shall meet within ten (10) days.
3. During any period of negotiations, this Agreement shall remain in force. If a new Agreement has not been ratified by both parties by 30 June of the year in which notice has been given as provided for in paragraph 1 above, then all the provisions of this Collective Agreement shall continue in force (but these provisions shall not constitute a Collective Agreement) until either:
 - a) A new Collective Agreement has been ratified by both parties.
 - or
 - b) Following conciliation, a strike or lockout is declared in accordance with the Ontario Labour Relations Act.
4. At least ten (10) days before the termination of this Agreement, a separate memorandum which shall continue in force thereafter, shall be signed by the parties to the effect that in the event of a strike or lockout,
 - a) Members whose ongoing research requires access to University facilities in order to prevent irreparable damage to research facilities (such as loss of live and/or decomposable materials) shall be allowed access to the facilities usually associated with such research. Such access will be limited to maintaining the facilities and shall not be used to continue the research. Such Members shall give notice in writing of their access requirements to the President of LUFAs and to their Deans/Director of the Library. Such notice will normally be given at least ten (10) days before the date of termination of the Agreement.
 - b) The Association will assume the costs of maintaining Members' eligibility in the University's hospital, extended health and dental care plans.

ARTICLE 8.3 - GRIEVANCE AND ARBITRATION

1. For the purposes of this Article:
 - a) A "grievance" shall mean any difference arising from the interpretation, application, administration or alleged violation of the Agreement (including any question as to whether a matter is arbitrable).
 - b) A "grievor" or "party to a grievance" may include:
 - (i) An individual Member or group of Members with or without the formal support of the Association against the Board;
 - (ii) The Association on behalf of an individual Member or group of Members, or on its own behalf against the Board;
 - (iii) The Board against the Association, an individual Member or a group of Members except as otherwise prohibited in this Agreement.
 - c) "Working days" shall mean Monday through Friday, excluding Recognised and other Holidays identified in Article 3.0 including the customary Christmas recess, as well as the months of July and August.
2. The Association and the Board agree to make every effort to settle grievances promptly by informal and amicable means.
3. Notwithstanding paragraph 2 above, a grievor shall have recourse to the grievance procedures set out below if such grievor is convinced that no settlement can be reached by informal means, unless otherwise specified in this Agreement.
4. There shall be no discrimination, harassment or coercion of any kind practised against any persons involved in these procedures.
5. All communications required under these procedures shall be in writing and shall be delivered by registered mail or with written proof of receipt.
6. All parties to a grievance shall be bound by and shall promptly implement all decisions arrived at under the procedures described in this Article.
7. Applicability of Grievance and Arbitration Procedures
 - a) The following decisions will not be subject to grievance:
 - (i) Non-renewal of term appointments as per Article 2.21;
 - (ii) The award of a merit increment as per Article 4.20.
 - b) The following decisions will be subject to grievance only in the case of allegations of violations of academic freedom, significant procedural irregularities or discrimination:
 - (i) The non-renewal of a probationary contract when the Vice-President, Academic confirms a negative recommendation of an FPC/FFPC/LPC;
 - (ii) The denial of a first application for promotion to a particular rank when the Vice-

President, Academic confirms a negative recommendation of an FPC/FFPC/LPC (and the denial of a second application for promotion where the two applications are made in consecutive years);

- (iii) The denial of an early application for tenure when the Vice-President, Academic confirms a negative recommendation of an FPC/FFPC/LPC;
 - (iv) The decision of the Vice-president, Academic, regarding academic workload as per Article 2.10.6 d).
- c) Grievances concerning Renewal as per Article 2.21 -Appointment and Renewal, concerning tenure as per Article 2.22 -Tenure Evaluation Procedures, and concerning promotion as per Article 2.23 - Promotion Procedures, shall proceed directly to arbitration as set forth in this Article.

8. Grievance Procedure:

a) Step No. 1:

The Association and the Board agree to make reasonable efforts to settle grievances promptly by informal and amicable means. Thus, the grievor shall first attempt to get the matter under question resolved by informal means within thirty (30) working days of the date upon which the grievor had notice of the event or decision giving rise to the grievance. This would normally involve contacting the Dean/Director of the Library concerned before bringing the matter to the Vice-president, Academic. However, this does not preclude making the Vice-President, Academic aware of such a grievance, nor does it preclude a grievance from being addressed to the Vice-president, Academic initially or early on in the process.

b) Step No. 2:

The grievor shall present a notice of grievance in writing to the Vice-President, Academic in the case of a Member, or to the President of the Association in the case of the Board, within thirty (30) working days of the date upon which the grievor had notice of the event or decision giving rise to the grievance. The notice of grievance shall include:

- (i) The article of the Agreement claimed to have been relied upon or claimed to have been violated, misinterpreted or improperly applied;
- (ii) The facts upon which the grievance is based;
- (iii) The remedy sought;
- (iv) The result of the informal stage;
- (v) In the event of a grievance concerning renewal, tenure or promotion as per Article 8.3 (7) c, the name of the grievor's appointee to the Arbitration Panel.

The Vice-president, Academic or the Association President shall answer the grievance within twenty (20) working days. If the grievance is not satisfactorily settled at Step No. 2, or if the answer of the Vice-president, Academic, or the Association President is not given within twenty (20) working days, the grievor may elect to proceed to

Arbitration.

c) Step No. 3:

Notice of intent to submit the grievance to arbitration shall be given:

(i) As per Article 8.3.8. b)

or

(ii) With the notice of grievance concerning renewal, tenure or promotion.

9. Notwithstanding the provisions of Paragraph 10 above, the parties to the grievance may agree to submit any particular grievance to a single arbitrator who shall alone constitute the Arbitration Board.
10. No grievance initiated or in process prior to the date of ratification of this Agreement shall fall under the terms of this Agreement except by explicit codicil signed by the parties to this Agreement.
11. Any of the time limits prescribed by this Article may be varied by agreement between the parties to the grievance.
12. It is understood and agreed that where an individual Member proceeds with a grievance without the formal support of the Association, any settlement of such a grievance shall not constitute a precedent to be used against the Association or the Board in any future grievance.

ARTICLE 8.4 - STRIKES AND LOCKOUTS

1. The University and the Association hereby agree that there shall not be, during the currency of this Agreement, any lockout by the University or any strike by Members of the Association.
2. A Member shall not be dismissed per Article 2.41 or disciplined per Article 2.40 for refusing to cross a picket line on campus which has been established in full compliance with existing laws. The Board may however, dock such a Member's salary by 1/365 for each day lost.

ONTARIO LABOUR RELATIONS BOARD

FILE NO. 3328-93-R

BETWEEN:

Laurentian University Faculty Association "Applicant"
v.
Laurentian University of Sudbury "Responding Party"

BEFORE

Kevin Whitaker, Vice-Chair, and
Board Members J.A. Rundle and P.V. Grasso.

DECISION OF THE BOARD:

October 31, 1995

1. This is an application for combination of bargaining Units pursuant to section 7(1) of the Labour Relations Act to which the responding party has consented.
2. The applicant seeks the combination of two bargaining Units consisting of employees of the responding party all of whom are represented by the applicant trade union.
3. Having regard to the agreement of the parties dated October 26, 1995, and the provisions of section 7(1) of the Act, the combination of the Units requested is granted. The applicant's bargaining rights now pertain to the following combined bargaining Unit:

All members of faculty, including professional librarians, employed by Laurentian University of Sudbury in the Regional Municipality of Sudbury, save and except administrators at or above the rank of director, academic staff, at or above the rank of dean, registrar, special assistant to the president, director of academic staff relations, translators, director of the library, director of graduate studies and research, members of the board of governors, and athletic coaches required as part of their duties to teach degree credit activity courses.

For the purposes of clarity the parties agree that:

- 1) The bargaining Unit does not include full-time faculty members employed by Laurentian University for a period of not more than one year while on leave from another university, persons employed through the centre for continuing education to conduct instruction at off-campus centres located outside the Regional Municipality of Sudbury or through distance education delivery modes, persons employed to teach courses intended primarily for students who are not registered in a degree credit programme, persons assigned responsibility for teaching portions of courses coordinated by regular faculty members, such as teaching assistants, field consultants in social work, clinical teachers in nursing, laboratory technicians, clinical instructors, or outdoor school instructors.
- 2) The designation "members of the faculty including librarians" is deemed to include those aforementioned employees of Laurentian University who from time to time may be required to teach outside the City of Sudbury, unless otherwise excluded.
4. The effective date of this combination of the said bargaining Units should be the earlier of (1) the date upon which the parties become bound by a Collective Agreement covering the current part-time bargaining Unit, or (2) the date upon which notice to bargain is given by either party with respect to the renewal of the current Collective Agreement between the parties covering the full-time bargaining Unit.

5. The expiry date of **any** first Collective Agreement covering the current part-time bargaining Unit shall be the expiry date of the current Collective Agreement between the parties in respect of the current full-time bargaining Unit, notwithstanding section 41(8) of the Labour Relations Act, unless the parties agree otherwise in writing.

"KEVIN WHITAKER" for the Board

**OLRB CERTIFICATE AND DECISION
THE LABOUR RELATIONS ACT
BEFORE THE ONTARIO LABOUR RELATIONS BOARD**

BETWEEN:

Laurentian University Faculty Association, "Applicant"
-and-
Laurentian University of Sudbury, "Respondent"

CERTIFICATE :

Upon the application of the applicant and in accordance with the provisions of The Labour Relations Act, THIS BOARD DOETH CERTIFY Laurentian University Faculty Association as the bargaining agent of all full-time members of faculty including full-time professional librarians employed by Laurentian University of Sudbury, Ontario, to whom at least fifty per cent of the salary at the university is paid by the University, save and except President, Vice-president, Academic, Special Assistant to the President, Deans, Director of the School of Graduate Studies, Directeur du Conseil de l'enseignement en français, Director of the Library, part-time members of faculty, technicians, faculty members employed by Laurentian University for a period of not more than one year while on leave from another university or other employer and members of the Board of Governors.

This certificate is to be read subject to the terms of the Board's decision(s) in this matter and, accordingly, by the bargaining Unit described herein is to be read subject to any qualifications referred to in the said decision(s) of the Board.

DATED at Toronto this 9th day of July, 1979.

ONTARIO LABOUR RELATIONS BOARD

D.K. AYSLEY
Registrar

ONTARIO LABOUR RELATIONS BOARD

FILE NO. **1463-78-R**

BETWEEN:

Laurentian University Faculty Association, (Applicant)

-and-

Laurentian University of Sudbury, (Respondent)

-and-

Group of Employees, (Objectors)

BEFORE:

Arthur Haladner, Vice-Chair and

Board Members J.D. Bell and W.F. Rutherford.

APPEARANCE:

C.M. Mitchell, T. Bartley and R. Kari for the applicant;

K.R. Valin for the respondent;

Jean Eugene Havel for the objectors.

DECISION OF THE BOARD:

1. On November **27, 1978** the applicant, Laurentian University Faculty Association, applied for certification for a Unit of employees of Laurentian University. This hearing was called for the purpose of considering an objection to the conduct of the representation vote taken on April **4, 1979** and for the purpose of hearing representations from the parties on the issue of whether certain persons classified as "director" should be included or excluded from the bargaining Unit.
2. At the hearing the Board indicated that while it regretted the fact that the ballot in this matter had not been printed in both French and English, it **was** not, in the circumstances, prepared to direct a new vote having regard to the delay and prejudice both to the applicant and to the future course of representation proceedings that such a direction would create. In so ruling, the Board pointed out that the desire for a French and English ballot had not been communicated until after the vote had been conducted and the results known. This, despite there having been, prior to the vote, ample opportunity to express that desire. The Board also expressed its opinion that the absence of a French and English ballot did not affect the outcome of the representation vote. In that vote the employees voted **107 to 81** in favour of the applicant.
3. Dealing now with the issue of Director status -the report of the Labour Relations Officer indicates that for the most part recommendations for hiring are made by the school's academic council or by the faculty **as** a group, and submitted to authorities superior to the director where the decision is made. Apart from Dean Hilldrup, who made one decision and one effective recommendation - after conducting interviews in South Africa when the senate appointments and promotions committee was not available - the involvement of directors in the hiring process is minimal.
4. Directors' role in evaluation of faculty members is primarily one of co-ordination, ie., calling for recommendations from other faculty members, the school council or the appointments and promotions committee, and submitting them to higher authorities.
5. Directors submit recommendations on promotions and tenure; however, there was no evidence

that their recommendations, if contrary, outweigh those of the faculty as a group. Moreover, these recommendations are for the most part made with the participation of faculty members.

6. Directors' recommendations on salary are limited to whether an increase should be granted. They have no discretion to recommend specific amounts.
7. Directors' role in discipline of faculty members is minimal, being limited to the occasional reprimand - in one of the two examples given after consultation with faculty and the Dean/Director of the Library. Directors have no authority to discharge or suspend.
8. One director made a sabbatical recommendation which, as far as she knew, was accepted. However, the others had no independent involvement with the process, although one thought he could make a negative recommendation.
9. Directors' role in budget formulation is primarily consultative; in preparing budget recommendations, they consult with the school budget committee or their colleagues, and decisions are made at the Senate level. Directors have no authority to reallocate funds having to do with salaries.
10. Directors assign work to the secretaries on the support staff and evaluate their performance. However, the time spent in the performance of these functions is minimal, and other faculty members are involved.
11. In Carleton University, (1975) OLRB Rep. June 500, the Board pointed out that there are significant differences between the university model, where decision-making is shared by a peer group, and the industrial model of hierarchic authority, where ultimate power resides above - typically, with the plant manager - and filters down through a management chain to the primary level of supervision - the Unit supervisor, or foreman. It stated:

While the Board of Governors is, in a general overall sense, responsible for the business operations of the institution, and the senate for its academic policies, the power of detailed decision-making is diffuse and extends into the institution's basic organizational Unit, the department. Moreover, management-me-decisions are made not only by the Board of Governors, the senate, the president, the senior administrative staff, the deans, but by faculty members as well and in more recent times, students, as members of various committees or boards... Important determinations of general application are made at the higher levels and in this sense, a parallel with the industrial model remains. What is novel is that many important decisions, narrower in scope and having to do with the academic and personnel matters applicable to limited groupings, do originate at the department level, subject only to endorsement at the higher levels.

12. In determining that department chairmen were employees for purposes of the Act and included in the bargaining Unit, the Board in Carleton concluded

In those areas of greatest importance, hiring, tenure, promotion, dismissal - the dominant role is played by the department collectively ... in the more routine areas, while some potential for the exercise of independent discretion exists, it is for the most part narrowly circumscribed. Moreover, in a substantive sense, the decisions in these areas are of limited importance ... In our view, the infrequent exercise of authority over the office staff poses no danger of conflict of interest within the Unit. It is important to emphasize that the overwhelming proportion of the Chair's duties have nothing whatever to do with the supervision or control of the department's small clerical staff..

See also University of Windsor, (1977) OLRB REP. May, 300, where the Board, following Carleton, determined that department heads did not exercise managerial functions for purposes of section 1(3) (b) of the Act and were, therefore, appropriate members of the academic

bargaining Unit.

13. The Board is of the opinion that the Directors, whose status is in dispute, play a similar role in the decision-making process at Laurentian to that performed by department chairmen in Carleton and department heads in Windsor. While there are some differences in certain isolated areas, the Board is satisfied that their duties and responsibilities are not in any fundamental respect different. The evidence is that they play a part in a process of shared decision-making and do not, in the areas of greatest importance, i.e., hiring, tenure, promotion, and dismissal, play a dominant role which would entail the risk of a conflict of interest. Our conclusion, after considering the evidence, is that the Directors of the School of Engineering, Translators and Interpreters, Nursing, Social Work, Education and Physical Education do not exercise managerial functions within the meaning of section 1(3) (b) of The Labour Relations Act and, accordingly, that they are included in the bargaining Unit. The Director of the School of Graduate Studies and Director, Conseil de l'enseignement en français are excluded from the bargaining Unit by agreement of the parties.
14. Having regard to the foregoing, the Board finds that

All full-time members of faculty including full-time professional librarians employed by Laurentian University of Sudbury at Sudbury, Ontario, to whom at least fifty per cent of the salary at the University is paid by the University, save and except President, Vice-President, Academic, Deans, Director of the School of Graduate Studies, Directeur du Conseil de l'enseignement en français, Director of the Library, part-time members of faculty, technicians, faculty members employed by Laurentian University for a period of not more than one year while on leave from another university or other employer and members of the Board of Governors

constitute a Unit of employees of the respondent appropriate for collective bargaining.

CLARITY NOTES

- (1) The designation "all full-time faculty including full-time professional librarians employed by Laurentian University of Sudbury at Sudbury" is deemed to include those aforementioned employees on the payroll of Laurentian University who from time to time may be requested to teach at various locations outside the City of Sudbury.
- (2) "All full-time faculty (professional librarians) shall mean such persons holding an academic rank at present described as instructor, lecturer, assistant professor, associate professor or full professor (general librarian, assistant librarian, associate librarian or full librarian) and whose duties and responsibilities are fifty per cent or more of the full status employees in the same classification in the same academic Unit.

15. A certificate will issue to the applicant.

"ARTHUR HALADNER"
For the Board

9th July, 1979

ONTARIO LABOUR RELATIONS BOARD

FILE NO. 3329-93-R

BETWEEN:

Laurentian University Faculty Association, "Applicant"
and
Laurentian University of Sudbury, "Responding Party"

CERTIFICATE:

Upon the application of the applicant and in accordance with the provisions of The Labour Relations Act, THIS BOARD DOOTH CERTIFY Laurentian University Faculty Association as the bargaining agent of all the faculty including part-time professional librarians employed by Laurentian University of Sudbury in the City of Sudbury, save and except administrators at or above the rank of Director, Academic Staff, at or above the rank of Dean, Registrar, Special Assistant to the President, Manager of Employment and Staff Relations, Translators, Director of the Library, Members of the Board of Governors and athletic coaches required as part of their duties to teach degree credit activity courses.

This certificate is to be read subject to the terms of the Board's decision(s) in this matter and, accordingly, the bargaining Unit described herein is to be read subject to any qualifications referred to in the said decision(s) of the Board.

DATED AT Toronto, Ontario, this 28th day of March, 1994.

ONTARIO LABOUR RELATIONS BOARD

T.A. INNIS
Registrar

The above description of the bargaining Unit is subject to the following qualifications:

CLARITY NOTE

For the purposes of clarity, the parties agree that the bargaining Unit does not include full-time faculty on reduced assignments, persons employed through the Centre for Continuing Education, persons employed to teach courses primarily for students who are not registered in a degree credit programme, persons not assigned responsibility for teaching one or more degree credit Courses such as Teaching Assistants, Field Consultants in Social Work, Clinical Teachers in Nursing, technicians, laboratory, clinical or outdoor school instructors in courses coordinated by faculty members.

APPENDIX A (2)

[Prefacing notes in the Memorandum of Agreement adding clauses to the 1992-95 Collective Agreement concerning employment of Sessional (part-time) faculty (for reference only)]

MEMORANDUM OF AGREEMENT

BETWEEN:

The Laurentian University Faculty Association
and
The Board of Governors of Laurentian University of Sudbury

RE: Terms and Conditions of Employment of the Sessional (part-time) Bargaining Unit.

Whereas a decision of the Ontario Labour Relations Board dated 31 October 1995 (a copy of which is attached as an appendix) and the ratification of this Memorandum of Agreement give effect to a Merger of the previous Full-time Faculty Bargaining Unit and the previous Sessional Faculty Bargaining Unit, the 1992-1995 Collective Agreement between the above Parties, subject to the following variations, shall be read as a single Collective Agreement between the Parties, covering all Members of the new Merged Bargaining Unit of Full-time and Sessional Members.

This Memorandum of Agreement shall be in force for the period from 1 July 1994 to 31 March 1996, the latter date being the date to which LUFA 1992-1995 has been extended, pursuant to a notice given under section 35 of the Social Contract Act (Bill 48).

Sessional Members of the Bargaining Unit shall be covered by the same Collective Agreement articles as Full-time Members under Sections 0 (The Agreement), 1 (Relations Between the Association and the Board), and 8 (Duration of the Agreement) of the LUFA 1992-95 Collective Agreement, unless otherwise indicated. Sessional Members of the Bargaining Unit shall also be covered by Articles 2.00 (Rights, Responsibilities and Duties of Academics - A1 Teaching and A2 Professional Librarianship, only) 2.30 (Personnel Files), 2.40 (Disciplinary Measures), 3.0 (Recognized and Other Holidays), 3.33 (Court Leaves), and 3.52 (Compassionate Leave). Additional Articles relevant to Sessional Members only bear number designations not used in LUFA 1992-95.

All other provisions, those covered by sections 2, 3, 4, 5, 6, and 7, of the LUFA 1992-95 Collective Agreement shall apply to Sessional Members only when specifically indicated in this Memorandum of Agreement.

(The clauses of the Memorandum of Agreement appear at the appropriate places in the 1996-97 Collective Agreement)

DATED AT Sudbury, Ontario, this 17th day of November, 1995.

For Laurentian University
Faculty Association

"R.D. SCHELL", M.A., D.PHIL.
LUFA Chief Steward

"WENDY JEROME", PH.D.
LUFA President

"GARY MACCOUBREY", M.A.

"LEDA CULLIFORD", M.A.

For the Board of Governors of
Laurentian University of Sudbury

"HERMANN FALTER", PH.D.
Director, Academic Staff Relations

"RON CHRYSLER", C.A.
resident, Administration

"GEOFF TESSON", PH.D.

LETTER OF UNDERSTANDING

BETWEEN:

LAURENTIAN UNIVERSITY FACULTY ASSOCIATION
and
LAURENTIAN UNIVERSITY OF SUDBURY

**RE: Mutually Beneficial Arrangements for Leaves, Study Leaves and Outplacement
Leaves**

The parties agree that in the current climate of financial restraint opportunities may exist for combining temporary reduction in budgets with opportunities for faculty academic and professional development through flexible and innovative approaches to leaves of absence, study leaves etc.

The parties agree to explore and, if possible, implement proposals from each other and faculty members that meet the above criteria.

DATED AT Sudbury, Ontario, **this 24th** day of June, 1999.

"ANIS FARAH"
Dr. Anis Farah
for Laurentian University
Faculty Association

"HERMANN FALTER"
Dr. Hermann Faker
for Laurentian University
of Sudbury

**LAURENTIAN UNIVERSITY FACULTY
SPECIAL VOLUNTARY EARLY RETIREMENT PLAN**

1. Laurentian University plans to reintroduce a Special Voluntary Early Retirement Plan for full-time faculty members, hereafter called the Member, effective from July 1, 2006. The purpose of this program is to facilitate renewal of faculty. Faculty renewal is expected to have a positive impact on the organization through the revitalization of academic departments and by helping to reduce hiring problems anticipated in the future.
2. The Special Voluntary Early Retirement Plan will provide an early retirement incentive to help make early retirements possible. These programs are separate from the Pension Plan, and are to be funded through savings in the operating budget owing to replacement at lower salary levels.
3. The opportunity for this plan is provided by the fact that this program, to a large degree, would be self-financing and that there will be no or minimum increase in cost to the University.
4. To be eligible for Special Voluntary Early Retirement, the Member must:
 - a) be five (5) years or less from the attainment of his/her Normal Retirement Date, and
 - b) have completed at least fifteen (15) years of full-time service at Laurentian University as of the proposed date of commencement of Special Voluntary Early Retirement.
5. On any July 1 (January 1), a Member who is eligible under the requirements described in the previous paragraph may choose to take Special Voluntary Early Retirement. In such a case the Member shall apply in writing to the Dean/Director of the Library of his/her Faculty/Library by no later than the previous October 1 (April 1).
6. A Member who does not fully meet the eligibility criteria may apply through the Dean/Director of the Library of his/her Faculty/Library for individual consideration. Each application will be assessed on its merits. If the proposed early retirement is judged to be of benefit to both the Member and the University, the early retirement incentive as set out in this plan will be made available. The University will consider applications from individuals who are up to eight (8) years from attainment of their normal retirement date.
7. The granting of a Member's application may, but will not normally be delayed by decision of the University. Such a delay may occur once only and will be for a period of six months to one year.
8. A Member shall be notified by the Vice-President, Academic by December 1 (June 1) in the year that the Member has applied for Special Voluntary Early Retirement if the application has been granted for Special Voluntary Early Retirement to commence the following July 1 (January 1) or is to be delayed for six months or one year. The Member must confirm his/her decision to take Special Voluntary Early Retirement by February 1 (August 1) immediately preceding the July 1 (January 1) when the Special Voluntary Early Retirement period would commence. The Member's confirmation will render the decision final.
9. A Member eligible for Special Voluntary Early Retirement may request, before October 1 (April 1), a statement of the early retirement incentive and benefit costs for the following year. All Members applying for Special Voluntary Early Retirement will automatically receive such

a statement. The Member will receive the statement no later than November 1 (May 1). A Member eligible for early retirement shall be entitled to receive a one-time reimbursement of up to \$400 for the services of a financial consultant (receipts required).

10. A decision to opt for Special Voluntary Early Retirement is final, and the Member may not return to full-time or part-time employment at Laurentian University unless requested and agreed to by the University.
11. The Special Voluntary Early Retirement Period for the individual Member will be in effect from the commencement date of Special Voluntary Early Retirement and will continue until the earlier of the Member's normal retirement date or death or to a maximum of three-years.
12. During the initial year of Special Voluntary Early Retirement, the Member shall receive an early retirement incentive of 1.75% of salary (last year of his/her full-time employment) times years or fractions thereof of full-time service at early retirement to a maximum of 50% of the aforementioned salary. (Leave of absence without pay is not included in the calculation of a Member's years of service. Years of service under Reduced Voluntary Workload, Article 3.31, will be prorated according to the percent workload reduction). The Vice-president may, after discussion with the Member concerned, increase the incentive percentage to address particular concerns, without exceeding the 50% maximum. Any increase in the incentive percentage over the formula amount must be communicated with explanation to the Association.
13. During the subsequent years of Special voluntary Early Retirement, the Member shall receive an early retirement incentive increased each year by the percentage increase of the faculty scale.
14. While on Special Voluntary Early Retirement, the Member may wish to continue to participate in the Laurentian University Retirement Plan. In such case the University's share of contributions will be deducted from the early retirement incentive. The contributions will be based on the salary of the last year of his/her full-time employment escalated annually by the percentage increase of the faculty salary scale. Furthermore, the Member will be eligible for the minimum guaranteed pension based upon the aforementioned escalated salary and years of Special Voluntary Early Retirement of paid pension contributions. In this case the Member will be considered to be on leave with pay and will be required to pay CPP and UIC contributions and will not be eligible to the roll-over provisions described in the next paragraph. The aforementioned is subject to the current Revenue Canada Regulations.
15. If the Member chooses not to continue contributing to the Laurentian University Retirement Plan, then he/she could be treated as though he/she had terminated his/her employment with Laurentian. In that case, the incentive payments could be treated as a retiring allowance so they would be eligible for roll-over to an RRSP up to the legal limit. The allowable roll-over amount may be spread over the years of the Special Voluntary Early Retirement and the remaining incentive amount would be considered income for the sake of calculating the annual RRSP contribution limit. In this case there would be no deductions for CPP and UIC and the employer's cost would be added to the early retirement incentive. The Member could collect his/her pension in addition to the incentive if he/she so desired. If the Member is at least 60 years of age, he/she may be eligible for full or partial CPP benefits, provided he/she has contributed to the plan. For more information, or to get application forms, call the Income Security Programs Office, which is listed under Human Resources and Labour Canada of the Government of Canada. The aforementioned is subject to the current Revenue Canada Regulations.
16. During the Voluntary Early Retirement period, the benefits will apply as follows:
 - a) Members considered to be on leave with pay will retain participation in the Group Life

Insurance, Dependent Group Life, Accidental Death and Dismemberment, Hospital Care, Extended Medical (including ManuAssist), the dental plan and the Retirees Health Benefit Plan. The Long-Term Disability plan cannot be continued. Members may also be exempt from the hospital care and extended medical coverage if they have similar coverage through the group plan of a spouse.

b) Members no longer considered employees may choose to retain participation in Group Life Insurance, Dependent Group Life, Accidental Death and Dismemberment, Hospital Care, Extended Medical (including ManuAssist) and the Dental Plan. The Long-Term Disability plan cannot be continued. Continued participation in these plans will entitle the Member to receive a subsidy under the Retirees Health Benefit Plan at normal retirement age.

The cost sharing of the premiums for these benefits will be split according to the cost sharing arrangement in the Faculty Collective Agreement. The life insurance coverage will be based on three (3) times the early retirement incentive to a maximum of \$200,000. If improvements in benefits are provided in subsequent Collective Agreements these improvements shall be extended to the retirees on Special Voluntary Early Retirement. Members who go on Special Voluntary Early Retirement will not be eligible for sick leave. The employer's cost of those benefit plans in which the Member does not retain participation will be added to the early retirement incentive. The employer's cost will be based on the premium charged by the carrier and will not include the Provincial Sales Tax.

17. Should the Member die during the Special Voluntary Early Retirement Period, the payment will cease at the end of the month the death occurred. Benefits and Pension contributions will also terminate as of the end of the month of the Member's death.
18. A Member taking Special Voluntary Early Retirement would enjoy all retiree privileges as well as tuition fee waiver.
19. Admission to the Special Voluntary Early Retirement Plan will be available under this plan for a three (3) year period i.e. from July 1, 2006 to June 30, 2009. If during this period the mandatory retirement age of sixty-five (65) becomes inapplicable to Laurentian University faculty employees, or if the Laurentian University Retirement Plan is amended to provide for additional early retirement provisions to Laurentian University faculty employees, the Special Voluntary Retirement Plan will be reviewed at that time.
20. The provisions of this Special Voluntary Early Retirement Plan shall apply as of the date of approval by the Board of Governors. These provisions may be amended and/or extended for a further period with the agreement of both the Board and the Association. Such decision will be made prior to June 30, 2008. Early-retired Members at the time of amendment or termination of these provisions will not be disadvantaged by such amendment or termination.

The parties hereby agree to unanimously recommend this Plan to their respective principals.

DATED AT Sudbury, Ontario, this 10th day of October, 2005.

"ANIS FARAH"
Dr. Anis Farah
for Laurentian University
Faculty Association

"HARLEY D'ENTREMONT"
Dr. Harley d'Entremont
for Laurentian University
of Sudbury

LETTER OF UNDERSTANDING

BETWEEN:

LAURENTIAN UNIVERSITY FACULTY ASSOCIATION
AND
LAURENTIAN UNIVERSITY OF SUDBURY

RE: Early Retirement and Voluntary Severance Packages

THE PARTIES AGREE that any early retirement or severance procedures that are not provided for in this Collective Agreement will be subject to prior approval by the Parties before they are offered to the faculty.

THE PARTIES FURTHER AGREE that individual early retirement or severance agreements that are not provided in this Collective Agreement shall be subject to LUFA approval by way of Memoranda of Agreement.

DATED AT Sudbury, Ontario, this 24th day of June 1999

"ANIS FARAH"
Dr. Anis Farah, for
Laurentian University
Faculty Association

"HERMANN FALTER"
Dr. Hermann Falter, for
Laurentian University
of Sudbury

LETTER **OF** UNDERSTANDING

BETWEEN:

LAURENTIAN UNIVERSITY FACULTY ASSOCIATION
AND
LAURENTIAN UNIVERSITY OF SUDBURY

RE: **Ongoing Review of Benefits Program for Retired Employees**

THE PARTIES AGREE that the Benefits Committee should continue to review the benefits for retired employees within the parameters of the original mandate with the view of:

- a) finding options to improve the existing benefits plan; and
- b) investigating to what extent benefits of the existing plan can be used to offset costs of improving a spousal benefits plan with a different employer; the committee will inform the parties and the retired members of the outcome of the investigation as soon as it has been completed.

DATED **AT** Sudbury, Ontario, this 23rd day of September 1999.

"ANIS FARAH"

Dr. Anis Farah
for Laurentian University
Faculty Association

"HERMANN FALTER"

Dr. Hermann Falter
for Laurentian University
of Sudbury

**AGREEMENT BETWEEN
THE BOARD OF GOVERNORS OF LAURENTIAN UNIVERSITY
AND
LAURENTIAN UNIVERSITY FACULTY ASSOCIATION**

PHASED RETIREMENT

1. A program for phased retirement over three years will be instituted effective July 1, 2006. Members will give notice of their intention to participate in the phased retirement program one year in advance of their proposed commencement date for phased retirement (which shall be a July 1) to facilitate planning within departments/schools. Those who intend to begin phased retirement on July 1, 2006, shall provide their notice no later than ninety (90) days after the signing of the Collective Agreement. Such notice of intent will be irrevocable. Phased retirement will be available to full-time Members (full-time is defined as those with greater than 75% appointment), who will first become eligible for phased retirement three years before they are eligible for an unreduced pension (i.e. at age 59) and will remain eligible until age 63. A Member in the phased retirement program (the participant) will be expected to continue the full range of his/her normal pre-program duties as agreed with the Chair and proportionate to his/her percentage appointment over the three-year period. Unless the applicant and the Dean/Director of the Library agree otherwise, the cumulative appointment over the three year phased retirement period will be at least 150% but not more than 175% of a full-time appointment and will be subject to a minimum percentage appointment in any one year equal to 25% of full-time appointment. For phased retirement, the cumulative appointment over the two-year phased retirement period will be at least 100% but not more than 125% of a full-time appointment and will be subject to a minimum percentage appointment in any one year equal to 25% of full-time appointment.
2. The participant's salary during the three-year phased retirement period will be prorated on the basis of the part-time appointment of the participant in each year.
3. The participant will earn pension benefits based on a full-time appointment and assuming a salary in each year of phased retirement program equal to Participant's 100% nominal salary. The participant's contributions to the pension plan will be based on his/her nominal salary received in each year of the phased retirement.
4. Group benefit coverage will continue as though the participant continued to be employed on a full-time appointment throughout the phased retirement program, except as set out in this clause with respect to life insurance, physical and mental leave and Long-Term Disability.

Life insurance coverage (prior to Normal Retirement Date) shall be based upon the participant's pre-program salary.

The participant shall be covered by the policy on Physical and Mental Illness leave, and shall be compensated on the basis of his/her actual salary received during the period of phased retirement.

Long-Term Disability benefits will be payable only up to the participant's irrevocable retirement date, or if earlier, the Normal Retirement Date, with such benefits being calculated according to the actual salary during the phased retirement, subject to plan

requirements. A participant who is eligible and qualifies for Long-Term Disability benefits during the phased retirement program may opt out of the phased retirement program and retire instead of receiving Long-Term Disability benefits.

5. The participant will also be eligible to receive a Retiring Allowance equal to 75% of the 100% nominal **salary** in effect immediately prior to the commencement of phased retirement, less deductions required by law (the "Retiring Allowance"). For a two-year phased retirement, the Retiring Allowance shall be 50%. The Retiring Allowance will be payable in three equal annual instalments over the phased three-year retirement period and two equal annual instalments over the phased two-year retirement period, subject to confirmation by the Canada Revenue Agency satisfactory to the university that such payments will qualify for retiring allowance treatment. Should an arrangement in this form not be accepted by Canada Revenue Agency as a Retiring Allowance, the university agrees to work with the association to make such amendments as are required to satisfy the Canada Revenue Agency. Otherwise, the Retiring Allowance will be paid in the form of a single lump sum payment at the end of the phased retirement. In the event that a participant dies prior to receiving his/her full entitlement under this section, the balance of the Retiring Allowance shall be paid to the participant's estate.

A participant who has opted out of the phased retirement program under (4) above shall receive a prorated share of his or her Retiring Allowance.

6. Participants in the phased retirement program will be entitled to full professional expense reimbursement and will be entitled to participate in **all** programs that are available to Members.

DATED AT Sudbury, Ontario, this 6th day of October 2005.

"ANIS FARAH"
Dr. Anis Farah
for Laurentian University
Faculty Association

"HARLEY D'ENTREMONT"
Dr. Harley d'Entremont
for Laurentian University
of Sudbury

**MEMORANDUM OF UNDERSTANDING – MANDATORY RETIREMENT
AND LIMITED COLLECTIVE AGREEMENT RE-OPENER**

Whereas the Province of Ontario has indicated that it expects to implement legislation affecting the practice of mandatory retirement at age 65;

It is agreed as follows:

The parties agree to meet following the passage of such legislation and to strive to make consequential amendments, which will implement any legislation receiving Royal Assent in the Province of Ontario addressing mandatory retirement.

DATED AT Sudbury, Ontario, this 6th day of October 2005.

"ANIS FARAH"
Dr. Anis Farah
for Laurentian University
Faculty Association

"HARLEY D'ENTREMONT"
Dr. Harley d'Entremont
for Laurentian University
of Sudbury

LETTER OF UNDERSTANDING

BETWEEN:

LAURENTIAN UNIVERSITY FACULTY ASSOCIATION
AND
LAURENTIAN UNIVERSITY OF SUDBURY

RE: Pension and Benefits

THE PARTIES HEREBY AGREE THAT the following changes will be made to the benefit coverage effective November 1, 2002.

Life Insurance: 3 x annual salary to a maximum of \$300,000.

Vision Care Expenses: maximum of \$300 every two years.

Dental Plan: payment shall be made in accordance with the current rate schedule as established by the Ontario Dental Association.

THE PARTIES FURTHER AGREE to implement a supplementary pension plan for **all** Members who retire after July 1, 2002 as proposed by the plan's actuary in his letter dated February 17, 2000.

DATED AT Sudbury, Ontario, this 11th day of September 2002

"DR. ANIS FARAH"
for
Laurentian University
Faculty Association

"DR. HERMANN FALTER"
for
Laurentian University
of Sudbury

LETTER OF UNDERSTANDING

BETWEEN:

LAURENTIAN UNIVERSITY FACULTY ASSOCIATION
AND
LAURENTIAN UNIVERSITY OF SUDBURY

RE: Benefits Program for Retired Employees

THE PARTIES HEREBY AGREE THAT effective July 1, 2005, the **Benefits Program for Retired Employees** will be increased by \$200 for both categories.

Member contribution shall increase to \$10 per month ~~as~~ of July 1, 2005.

DATED AT Sudbury, Ontario, this 10th day of October 2005.

"ANIS FARAH"
Dr. Apis Farah
for Laurentian University
Faculty Association

"HARLEY D'ENTREMONT"
Dr. Harley d'Entremont
for Laurentian University
of Sudbury

LETTER OF UNDERSTANDING

BETWEEN:

LAURENTIAN UNIVERSITY FACULTY ASSOCIATION
AND
LAURENTIAN UNIVERSITY OF SUDBURY

RE: Aboriginal Equity Initiative

THE PARTIES HEREBY AGREE to establish an Aboriginal Equity Initiative Committee to propose means consistent with the Collective Agreement to increase the number of qualified Aboriginal faculty appointed at Laurentian University. Such means could include possible modifications to the Bilingualism clauses of the Collective Agreement. The Committee shall be composed of three representatives of the Administration and three representatives of LUFA. It is noted that both parties shall endeavour to have Aboriginal representation on this committee. The Committee shall be established by December 1, 2005, shall choose its own chair, and shall report its recommendations to the Parties by January 1, 2007.

DATED AT Sudbury, Ontario, this 16th day of June 2005.

"ANIS FARAH"
Dr. Anis Farah
for Laurentian University
Faculty Association

"HARLEY D'ENTREMONT"
Dr. Harley d'Entremont
for Laurentian University
of Sudbury

LETTER OF UNDERSTANDING

BETWEEN:

LAURENTIAN UNIVERSITY FACULTY ASSOCIATION
AND
LAURENTIAN UNIVERSITY OF SUDBURY

RE: Vacation

THE PARTIES HEREBY AGREE THAT Members retiring, resigning or whose limited-term appointment expires but who are unable to take their full vacation entitlement shall be paid vacation pay as follows:

- a) Members retiring or resigning or whose limited-term appointments expire on June 30 shall be paid a number of working days equal to their vacation entitlement minus the number of working days in June that fall after the deadline for submission of final grades. Members are considered to be on vacation starting on the first working day after Spring Convocation.
- b) Members retiring *or* resigning on December 31 shall be paid a number of working days equal to their vacation entitlement minus the number of working days that fall after the deadline of submission of final grades for three-credit courses and mid-term grades for six-credit courses, and December 31
- c) Members with limited-term appointments whose appointment expires on dates other than June 30 shall be paid a number of working days equivalent to their vacation entitlement minus the number of working days that fall after the deadline for submission of final grades and the date of the expiry of the term contract.
- d) The daily rate applied to the entitlements [a-c above] shall be 1/260 of the Member's salary.

DATED AT Sudbury, Ontario, this 6th day of September 2005.

"ANIS FARAH"
Dr. Anis Farah
for Laurentian University
Faculty Association

"HARLEY D'ENTREMONT"
Dr. Harley d'Entremont
for Laurentian University
of Sudbury

LETTER OF UNDERSTANDING

BETWEEN:

LAURENTIAN UNIVERSITY FACULTY ASSOCIATION
AND
LAURENTIAN UNIVERSITY OF SUDBURY

Re: Teaching Loads

THE PARTIES AGREE to establish a committee of three (3) representatives chosen by the Association and three (3) representatives chosen by the Board to undertake the following:

1. Examine means to establish a normal teaching load per academic year of two full courses or 12 credit equivalent;
2. Examine the feasibility of creating a full-time instructor category;
3. The committee shall submit its final report no later than January 30, 2007;
4. The Committee shall review the practices of other Ontario Universities relating to the issue of workload.

DATED AT Sudbury, Ontario, this 21st day of September 2005.

"ANIS FARAH"

Dr. Anis Farah
for Laurentian University
Faculty Association

"HARLEY D'ENTREMONT"

Dr. Harley d'Entremont
for Laurentian University
of Sudbury

LETTER OF UNDERSTANDING

BETWEEN:

LAURENTIAN UNIVERSITY FACULTY ASSOCIATION
AND
LAURENTIAN UNIVERSITY OF SUDBURY

RE: New Faculty Hiring 2005-2006 – Article 4.01

1. The Board agrees that with respect to individuals hired effective July 1, 2005 or before the signing of the Collective Agreement beginning July 1, 2005:
 - a. For those Members whose contracts indicated their salaries would be adjusted according to the negotiated increase in salary floors: an amount equal to the scale increase and catch-up but not PTR will be added to their salaries.
 - b. For all other Members who signed an employment contract before the signing of **this** Collective Agreement: an amount equal to the catch-up but not the scale increase or the PTR will be added to their salaries.

DATED AT Sudbury, Ontario, this 19th day of September 2005

"ANISFARAH"
Dr. Anis Farah
for Laurentian University
Faculty Association

"HARLEY D'ENTREMONT"
Dr. Harley d'Entremont
for Laurentian University
of Sudbury

LETTER OF UNDERSTANDING

BETWEEN:

LAURENTIAN UNIVERSITY FACULTY ASSOCIATION
AND
LAURENTIAN UNIVERSITY OF SUDBURY

RE: Faculty Members employed by Laurentian University on Campuses Outside of Sudbury.

WHEREAS the University is now engaged in providing jointly-run programs with Georgian College of Applied Arts and Technology, on multiple campuses;

AND WHEREAS such initiatives are likely to occur with greater frequency;

AND WHEREAS the expansion of the University's programs contributes to the health of the University, and provides greater opportunities for faculty members;

THEREFORE THE PARTIES AGREE **AS** FOLLOWS:

1. All faculty members employed by Laurentian University to teach courses for degree credit shall be included in the bargaining Unit represented by the Union, if they would be included in the bargaining unit were they teaching in Sudbury. Persons affected by this will have departmental status in the academic unit at Laurentian to which their appointment elsewhere belongs, and that academic Unit will be involved in the appropriate tenure and promotion processes according to the Collective Agreement. However, the terms of the agreement will be interpreted as site specific, such that, for example, exigency and seniority clauses will apply to the campus on which the program is being offered.
2. Article 1.30 of the Collective Agreement is hereby amended to read as follows:

"The Board recognizes the Association as the exclusive Bargaining Agent for the Bargaining Unit(s) defined in the OLRB certificates of 9 July 1979, 28 March 1994, and 31 October 1995 (which are attached as appendices to this Memorandum of Agreement) and any amendments to these certificates, and as defined in the Memorandum of Agreement between the Parties respecting Faculty Members employed by Laurentian University on Campuses Outside of Sudbury.
3. In the event of a closure of an academic Unit or program the tenure-stream Members affected by the decision on campuses outside Sudbury shall have the right either of transfer to the same Unit or program at the Sudbury campus with the same rights and privileges as they held at the outside campus or, in the event there are no such positions, of severance equivalent to that provided for in Articles 7.1 or 7.2 as applicable.

DATED AT Sudbury, Ontario, this 19th day of September 2005.

"ANIS FARAH"
Dr. Anis Farah
for Laurentian university
Faculty Association

"HARLEY D'ENTREMONT"
Dr. Harley d'Entremont
for Laurentian University
of Sudbury

LETTER OF UNDERSTANDING

BETWEEN:

LAURENTIAN UNIVERSITY FACULTY ASSOCIATION
AND
LAURENTIAN UNIVERSITY OF SUDBURY

RE: Long-Term Disability Review

THE PARTIES HEREBY AGREE THAT:

1. Within ninety (90) days of the signing of this Agreement, the Board shall hire an independent consultant, to which both parties **shall** agree, to investigate the high incidence of LTD at Laurentian. In the process, the consultant shall:
 - a) Compare the incidence of claims in Laurentian's LTD program with that of programs within the Sudbury region and at other Ontario universities.
 - b) Identify the characteristics and possible causes of the high incidence of LTD at Laurentian.
 - c) Make recommendations to the parties where appropriate
2. Within two (2) months after the receipt of the report, the parties shall meet to consider ways of implementing the recommendations, if needed.

DATED AT Sudbury, Ontario, this 10th day of September 2005.

"ANIS FARAH"
Dr. Anis Farah
for Laurentian University
Faculty Association

"HARLEY D'ENTREMONT"
Dr. Harley d'Entremont
for Laurentian University
of Sudbury

LETTER **OF** UNDERSTANDING

BETWEEN:

LAURENTIAN UNIVERSITY FACULTY ASSOCIATION
AND
LAURENTIAN UNIVERSITY OF SUBDURY

RE: **Joint** Committee to Review **the Student** Course Evaluation

THE PARTIES HEREBY AGREE THAT

1. LUFA and the Board will establish a joint committee to review the student course evaluation form and process at Laurentian. In developing its recommendations, the Committee will consider concerns about the existing course evaluation questionnaire and how it is administered, different approaches to course evaluation, and the research literature on course evaluation. The Committee will give special attention to the evaluation of co-taught courses.
2. The Committee will be constituted by December 1, 2005 and will be composed of three members appointed by the Administration, three members appointed by LUFA, and a seventh member mutually agreed by both parties to act as chair. The Committee will produce a report with recommendations to the parties by January 2007.
3. The Committee will make reasonable efforts to consult widely with students and faculty,

DATED AT Sudbury, Ontario, this 19th day of September 2005.

"ANISFARAH"

Dr. Anis Farah
for Laurentian University
Faculty Association

"HARLEY D'ENTREMONT"

Dr. Harley d'Entremont
for Laurentian University
of Sudbury

STANDARD LETTER OF APPOINTMENT
(the actual letter may contain additional information)

DAY/MONTH/YEAR

Dr. **XXX**
ADDRESS

Dear **Dr. XXX**

On the recommendation of the Dean of (**FACULTY**) and the (**SCHOOL/DEPARTMENT**) we are pleased to offer you an appointment at Laurentian University.

The terms of the offer are shown on the enclosed form. If they are acceptable, please sign and return one copy.

A copy of the Collective Agreement with the Laurentian University Faculty Association can be found at the following website: <http://www.lufapul.ca/ColAgree.htm>

This offer is conditional on your being legally entitled to work in Canada. Please call me if you have any questions concerning your entitlement to work in Canada.

Please note in the enclosed offer the requirement that you furnish proof of educational credentials. All appointments at Laurentian are conditional upon this requirement being fulfilled. The requirement can be met by you bringing to the Vice-president Academic the original degree or diploma for photocopying, or by the educational institution submitting directly to my office either a transcript or a certification that the stated degree or diploma has been granted.

This offer remains open until **@ATE**). If you require more time to consider this offer, please contact me as soon as possible and in any event before the offer expires.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Harley d'Entremont
Vice-president, Academic
and Director of Academic Staff Relations

Enclosures

OFFER OF EMPLOYMENT TO

(Subject to changes in the new Collective Agreement)

DR. XXXX
DATE

1. **DEPARTMENT.** This appointment is in the Department/School of XXX
2. **TYPE OF APPOINTMENT.** This is a XXX appointment.
3. **EFFECTIVE DATE** The effective date of this appointment will be Day/Month/Year. End date if applicable
4. **RANK.** This appointment will be at the rank of XXX based on your qualifications and years of experience according to Article 2.20 X.
5. **SALARY.** Your starting salary will be XXX per annum based on XXX equivalent years of experience and other factors affecting *faculty* recruitment in your field. Your salary, benefits and other provisions will be adjusted according to any new agreement between the Board and the Association.
6. **LENGTH OF PROBATIONARY PERIOD.** The normal probationary period is five (5) academic years in length. (Because of your previous experience at Laurentian, the normal probationary period may be reduced by xxx years. Please confirm in writing should you wish to accept that reduction.) You will be considered for tenure in the fifth academic year (academic year 20x/20xx) following the effective date of this appointment. If tenure is not granted, your appointment will terminate at the end of that academic year (XXX). If tenure is granted, it will be effective on the first day of the following academic year (day/month/year).

You may apply and be considered for tenure in the fourth academic year (academic year XXX) following the effective date of this appointment per Article 2.22.2 (a).
7. **RENEWAL** As per Article 2.21.23 in September 20XX, you will undergo an initial contract renewal which if successful will be followed by a further two-year probationary appointment.
8. **SABBATICAL LEAVE** As per Article 3.21, you will be eligible to apply for a sabbatical leave of one year to commence after six (6) academic years of service, less XXX years of credit that you have been granted, in a full-time academic capacity for service.
9. **RESPONSIBILITIES.** Your responsibilities are outlined in Article 2.00 and will include teaching and academic guidance of students, scholarly activity, and service to the University.
10. **BILINGUAL REQUIREMENT.** As per Article 1.25, you are required to become passively bilingual as a condition of tenure. If needed, the Board will provide language training and in any year you take such training you will be relieved of the requirement to participate in university governance beyond the Unit level.
11. **RELEASE TIME** Your normal teaching load will be reduced by one course (6-credit equivalent) during your first year (if applicable).

12. **PHYSICAL AND MENTAL ILLNESS.** You are eligible for sick leave up to a maximum of six (6) months at full salary from the date of disability due to accident or illness, for each separate disability cause as per Article 3.40.
13. **LONG-TERM DISABILITY.** You will be required to join the Long-Term Disability insurance plan which provides benefits after six (6) months of uninterrupted total disability.
14. **LIFE INSURANCE INCLUDING ACCIDENTAL DEATH AND DISMEMBERMENT.** You will be required to join the life insurance plan. You may supplement your coverage by purchasing optional life insurance, the premiums for which are fully paid by the employee.
15. **EXTENDED MEDICAL AND DENTAL CARE PLANS.** You will be eligible to join the Extended Medical and Dental Care Plans.
16. **PENSION.** You are required to join the pension plan effective your date of appointment.
17. **VACATION.** You will be entitled to an annual vacation of twenty-five (25) days during your first year and thereafter as per Article 3.1.
18. **TUITION FEE EXEMPTION.** This policy covers a person employed full-time by the University from the first day of his or her appointment and his or her spouse and dependent children from the same date.
19. **START-UP GRANT.** You will be provided with a start-up research/creative activity grant of XXX. These funds must be used and expended in accordance with the university policy on start-up grants.
20. **PROFESSIONAL DEVELOPMENT EXPENDITURES.** You will be provided XXX for the first year for your professional development expenditures and thereafter as per Article 4.52.
21. **MOVING EXPENSES.** The Board will reimburse claims at the rate of 100% to a maximum of \$5,000. Moving expenses paid to a new Member constitute a loan made by the University. This loan will be retired when the Member has completed three (3) years of continuous service to the University, each year being equivalent to one-third (1/3) of the reimbursement of the loan.
22. **LAURENTIAN UNIVERSITY FACULTY ASSOCIATION.** This appointment is subject to a Collective Agreement between the Board of Governors of Laurentian University and the Laurentian University Faculty Association. The current Collective Agreement is for a term ending 2008. Monthly dues to the Association will be deducted from your salary.
23. **PROOF OF STATED EDUCATIONAL QUALIFICATIONS.** It is University policy that all persons appointed to positions of both an academic and non-academic nature, part-time or full-time, furnish proof of their stated educational credentials to the Vice-President Academic. This offer of employment is conditional upon this requirement being fulfilled by you in respect of your latest degree.

24. OTHER TERMS .

- a) Without limiting the generality of the foregoing, this probationary appointment will terminate automatically if you are not granted a tenured appointment. Laurentian University makes no promises concerning the possibility of further or other appointments, including a tenured appointment.

25. CONSISTENCY WITH COLLECTIVE AGREEMENT. This offer is made pursuant to the Collective Agreement and the Collective Agreement shall prevail in case of any inconsistency between the terms of this Offer and the terms of the Collective Agreement.

Harley d'Entremont
Vice-President, Academic
and Director of Academic Staff Relations

Date

I hereby accept the conditions of employment set out in this document.

NAME

Date

/mbm

c.c.: Dean
Financial Services
Human Resources
InstitutionalResearch
LUFA
Payroll and **Benefits** Centre

DATED AT Sudbury, Ontario, this 7th day of September 2005.

"ANIS FARAH"
Dr. Anis Farah
for Laurentian University
Faculty Association

"HARLEY D'ENTREMONT"
Dr. Harley d'Entremont
for Laurentian University
of Sudbury

APPENDIX R

FACULTY/FRANCOPHONE FACULTY/LIBRARY PERSONNEL COMMITTEE - TIMELINES

	APR. 30	AUG. 1	AUG. 15	SEPT. 8	SEPT. 22	SEPT. 30	OCT. 15	OCT. 20	OCT. 31
Faculty Member		Request to delay final tenure evaluation to Dean/Director of the Library (Article 2.22.B.1)		Member may request review of materials by the Dean/Director of the Library for Preliminary promotion Assessment (Article 2.23.5)		Submission of materials for tenure, promotion and merit interests to Dean/Director of the Library (Article 2.22.2.a)			
Unit							Deadline to submit tenure evaluations to FPC/FPC/LPC (Article 2.22.IJ)	Deadline to submit promotion evaluations to FPC/FPC/LPC (Article 2.23.7)	
	Letter to Faculty to...		Dean/Director of Library to recommend...		Deadline for Dean to respond to Preliminary Assessment...			Deadline to submit...	Recommendations for promotion impact...
				Deadline to initiate...					
				Deadline to initiate...					

Continued on next page

	NOV. 30	DEC. 22 OR LAST DAY OF SESSION	JAN. 12	FEB. 15	FEB. 22	MAR. 7	MAR. 31	APR. 7
Faculty Member								
Unit								
Dean								
	1. Recommendations for tenure to Vice- President, Academic (Article 2.22.3.iv) 2. Review of promotion and merit in process (Article 2.22.2.fi)							

DATED AT Sudbury, Ontario, this 20th day of July 2005.

"ANIS FARAH"
Dr. Anis Farah
for Laurentian University
Faculty Association

"HARLEY D'ENTREMONT"
Dr. Harley d'Entremont
for Laurentian University
of Sudbury

MEMORANDUM OF AGREEMENT

BETWEEN:

LAURENTIAN UNIVERSITY FACULTY ASSOCIATION
AND
LAURENTIAN UNIVERSITY OF SUBDURY

The Association and the Board agree to form a Collective Agreement Editorial Committee headed by the two chief negotiators with responsibility to incorporate all new clauses upon which the parties have agreed, verify the translation of all new material, delete inoperative appendices and provide a comprehensive index with the new 2005-2008 Collective Agreement.

DATED AT Sudbury, Ontario, this 10th day of October 2005.

"ANIS FARAH"

Dr. Anis Farah
for Laurentian University
Faculty Association

"HARLEYD 'ENTREMONT"

Dr. Harley d'Entremont
for Laurentian University
of Sudbury

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