

**AN AGREEMENT ENTERED INTO AT SUDBURY, ONTARIO**

**B E T W E E N:**

**LAURENTIAN UNIVERSITY OF SUDBURY**

**Hereinafter called the "University"**

**OF THE FIRST PART**

**and**

**LAURENTIAN UNIVERSITY STAFF UNION**

**Hereinafter called the "Union"**

**OF THE SECOND PART**

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## **GENERAL PURPOSE**

The general purpose of this agreement is to establish and maintain harmonious relationships, provide a procedure for prompt and equitable disposition of grievances, hours of work, wages, and employee benefits in order to achieve an efficient and productive environment and the highest possible level of employee performance.

## **ARTICLE 1 - RECOGNITION**

- 1.01 The University recognizes the Union as the sole collective bargaining agent of all employees of Laurentian University of Sudbury in clerical, technical, administrative, service work, Maintenance Department, Operations Department, Printing Department, and Residence Department, save and except forepersons, persons above the rank of forepersons, supervisors, persons above the rank of supervisor, secretaries (2) in the office of the President, secretaries (3) in the offices of the Vice-President, Academic and Research (includes Office of Graduate Studies and Assistant Vice-President French Programs and Special Projects), secretary to the Vice-President Administration, secretaries (2) in the Offices of the Comptroller, Personnel Services staff, Academic Staff Relations staff, Office Supervisor Continuing Education, Office Supervisor Registrar's Office, Office Supervisor Treasury, Equipment Supervisor, Payroll Officer, Varsity Sports Coordinator, Pool Supervisor, Registered Nurses, Career Counsellor, Personal Development Counsellor, persons regularly employed for not more than twenty (20) hours per week in the clerical, technical, administrative and service work, and not more than twenty-four (24) hours per week in the Maintenance Department, Operations Department, Printing Department, and Residence Department, students employed during the school vacation period, persons covered by subsisting Collective Agreements or certificates of the Ontario Labour Relations Board, and any persons paid by other than Operating and/or ancillary funds.
- 1.02 Both the English and the French versions of the Collective Agreement shall be official and definitive versions. Both parties may use either the English or 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.
- 1.03 All employees, unless otherwise stated in this Agreement, shall have the right to have a representative of the Union present at any meeting with the University, regarding the terms and conditions of employment as stated in this Agreement.
- 1.04 Where the singular is used in this Agreement it shall be considered as if the plural has been used where the context of the party or parties hereto so require.
- 1.05 No employee shall be required or permitted to make a written or verbal agreement with the University or its representatives which conflicts with the terms of this Collective Agreement.
- 1.06 The University shall not be permitted to make any written or verbal agreement with any Union employee in this Bargaining Unit which conflicts with the terms of this Collective Agreement.
- 1.07 No employee shall lose her/his employment or salary grade and step with the University as a direct result of the University contracting out work normally performed by members of the

Bargaining Unit. In the event the University is required to transfer any employee so affected to another position within the University, Article 27 - Position Posting shall not apply.

- 1.08 No full-time employee shall lose her/his employment with the University as a result of the University using volunteers. Employees who are required to supervise volunteers will receive the equivalent of a two (2) step increase in salary for the duration of the supervision.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 Except as expressly abridged by the Agreement, the University shall continue to have the right to take any action it deems appropriate in the management of the University and the direction of its employees.
- 2.02 Without limiting the generality of the above, these rights include, but are not limited to the right to:
- a) maintain order, discipline and efficiency;
  - b) hire, reinstate, promote, transfer, lay off employees, establish, and enforce rules and regulations, and also to discipline and discharge employees for just cause;
  - c) determine the requirements of a job and the standards of the work to be performed, and to determine the qualifications of any employee to perform that work.
- 2.03 The University agrees that it shall not exercise its management rights in a manner inconsistent with any of the terms of this Agreement.

## **ARTICLE 3 - SECURITY OF THE UNION**

- 3.01 The University shall deduct from every employee, as condition of each employee's continued employment, an amount equal to current Union dues.
- 3.02 The University shall deposit such deductions of Union dues to the Union's bank account not later than the 15th day of the month following the month in which the dues were deducted and forward to the Treasurer of the Union a list of the names and classifications of the employees from whom the deductions have been made.
- 3.03 Dues deductions shall be made from the first and second payroll period of each month for employees paid on a bi-weekly basis.

- 3.04 The Union shall notify the University in writing of any change in the amount of dues to be deducted and it shall take effect in the second month, after such receipt of notification.
- 3.05 The Union agrees to defend and hold the University completely harmless against all claims, demands and expenses should any person at any time contend or claim that the University has acted wrongfully or illegally in making such Union dues deductions.
- 3.06 An employee who is a member of a religious group which by official policy prohibits union membership and paying of union dues or assessment, may apply in writing to the Union, including a suitable affidavit of objection, to have such dues remitted to her/his religious group.
- 3.07 The University and the Union undertake that there shall be no discrimination, intimidation, harassment or coercion by the University, the Union or any employee against any person while carrying out University business by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status, handicap, language (except where language competence is specified in the position posting referred to in Article 27.02), or membership or non-membership in the Union.

The above terms are as defined in the Ontario Human Rights Code, where definitions are provided in the Code.

- 3.08 The Union and the University acknowledge that it is the right and the privilege of any employee in the Bargaining Unit to become, refrain from becoming or cease to be a member of the Union.
- 3.09 The Union agrees that neither the Union, its officers or representatives or any employee will engage in any Union activity during normal working hours or on the University's premises at any time except with the permission of the Director of Personnel or her/his designate or except as specifically provided elsewhere in this Agreement; however, this clause shall not prevent employees from engaging in casual conversation relating to Union affairs.
- 3.10 A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum period of thirty (30) minutes during the first three (3) months of employment, to acquaint the new employee with the Union and the benefits and duties of Union membership. The interview shall be scheduled as early as possible in the employment relationship, at a time approved by the supervisor of the new employee.
- 3.11 It is recognized that the Union committees as outlined in the Agreement, may from time to time require the presence of the Union President at their meetings. The Union President shall obtain permission from her/his supervisor before absenting herself/himself from her/his place of work in order to attend the meetings. The University agrees that such request for permission

shall not be unreasonably withheld. Time spent at these meetings shall not be used in calculation of any overtime pay.

- 3.12 The University agrees to provide the Union with the use of a serviced office.
- 3.13 The Union shall have access to the internal postal service of the University. Normal practice of charging for external mail will apply.
- 3.14 The University shall permit the Union to use University premises as meeting rooms on the same basis as University organizations.
- 3.15 The University will allow the Union to use University printing, computer and audio-visual facilities at the same rate as University users, subject to availability.

#### **ARTICLE 4 - NEGOTIATION COMMITTEE**

- 4.01 The University acknowledges the right of the Union to appoint or otherwise select a Negotiation Committee composed of not more than five (5) employees who have completed their probationary period with the University. The Union shall forward to the University a list of alternate members.
- 4.02 The Union shall notify the University in writing of the names of the Negotiation Committee members and any resulting changes thereto and only those Negotiation Committee members shall be recognized by the University.
- 4.03 The Negotiation Committee members shall obtain permission from their supervisor before absenting themselves from their place of work in order to attend negotiation, conciliation and mediation meetings. The University agrees that such request for permission shall not be unreasonably withheld. Authorized absence from work shall be without loss of pay and such time so spent shall not be used in the calculation of any overtime pay.
- 4.04 The place of meeting for contract negotiating shall be mutually agreed upon by both the University and Union, and the costs, if any, shall be shared equally by the University and the Union.
- 4.05 When negotiating with the University, the Union shall have the right to have the assistance and presence of a representative from a law firm or other qualified services of its choice.

#### **ARTICLE 5 - GRIEVANCE COMMITTEE**



- 5.01 The University acknowledges the right of the Union to appoint or otherwise select a Grievance Committee composed of not more than three (3) employees.
- 5.02 The Union shall notify the University in writing of the names of the members of the Grievance Committee and any resulting changes thereto and only those Grievance Committee members shall be recognized by the University.
- 5.03 The Grievance Committee members shall obtain permission from their respective immediate supervisor before absenting themselves from their place of work in order to attend Grievance Committee meetings. The University agrees that such a request for permission shall not be unreasonably withheld. Authorized absence from work shall be without loss of pay and such time so spent on grievances shall not be used in the calculation of any overtime pay.
- 5.04 Beginning at Step 2 of the Grievance procedure, the Union shall have the right to have the assistance and presence of a representative from a law firm or other qualified services of their choice.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

- 6.01 A grievance shall consist of a dispute concerning the interpretation, application or alleged violation of any clause of this Agreement. If any question arises as to whether a particular dispute is or is not a grievance within the meaning of these provisions, the question may be taken up through the Grievance Procedure and determined if necessary by Arbitration.
- 6.02 It is the mutual desire of the University and the Union that all complaints and grievances shall be adjusted as quickly as possible in the most fair and equitable manner.

### **COMPLAINT PROCEDURE**

The employee affected may take the matter up verbally with or without the Grievance Committee member with her/his immediate supervisor within ten (10) working days after an employee becomes aware or reasonably ought to have been aware, of the occurrence of the circumstances giving rise thereto or in the case of a wage complaint within ten (10) working days of the date on which he/she received her/his pay and her/his supervisor shall give her/his answer within five (5) working days.

In the event that the immediate supervisor and the respective department head are one and the same, and failing a satisfactory settlement at the complaint procedure, the grievance shall be referred to Step 2.

### **STEP 1**

If a settlement satisfactory to the employee is not reached at the complaint stage, the employee who may be accompanied by her/his Grievance Committee member shall submit her/his grievance in writing to the respective Department Head within five (5) working days of the day he/she received the decision at the complaint stage or if no decision is reached, within five (5) working days after which such decision should have been given. The parties shall meet at a mutually agreeable time to attempt to resolve this grievance but within five (5) working days. The Department Head or supervisor shall give a decision in writing within five (5) working days of the date in which the parties met to discuss the grievance.

## **STEP 2**

If a satisfactory settlement is not reached at Step 1, the Grievance Committee shall present the grievance in writing to the Director of Personnel or her/his designate for discussion and consideration within five (5) working days of the answer at Step 1. This written grievance shall contain the clause or clauses allegedly violated and the remedy sought. The Director of Personnel or her/his designate shall give her/his written decision within ten (10) working days.

## **STEP 3**

Failing a satisfactory settlement at Step 2, the Union or the University as the case may be, may refer the grievance to arbitration as provided for in Article 7.

### **6.03 DIRECT DIFFERENCE GRIEVANCE**

The University or the Union shall have the right to submit a direct difference grievance within twenty-two (22) working days after the University or the Union becomes aware or reasonably ought to have been aware of the occurrence of the circumstances giving rise thereto directly between the University and the Union as to the interpretation, application or alleged violation of this Agreement, and which could not be the subject of an individual grievance by an employee, and such grievance shall be presented at Step 2.

6.04 The time limits referred to in this Article may be extended by mutual agreement of the parties, but otherwise time shall be of the essence of this Article.

6.05 Saturdays, Sundays and paid holidays shall not be counted in determining the time within which any action is to be taken or completed under the Grievance or Arbitration Procedure.

6.06 Failure on the part of the grievor to observe the time limits in this Article or Article 7, shall be deemed to be an abandonment of the grievance, and failure on the part of the respondent to observe the time limits shall permit the grievor to move to the next Step in the Grievance Procedure.

6.07 **DISCHARGE AND SUSPENSION GRIEVANCE**

A claim by an employee, other than a probationary employee, that he/she has been unjustly discharged or suspended may be treated under the Grievance Procedure if a written statement of such grievance is lodged with the Director of Personnel within five (5) working days after the discharge or suspension. Such grievance shall be initiated at Step 2.

6.08 **GROUP GRIEVANCE**

Where two (2) or more employees have a common grievance, one (1) employee may be selected to present the grievance on behalf of the group named therein commencing at Step 1 of the Grievance Procedure.

6.09 When a grievance has been settled, the University shall prepare written documentation of any agreement reached which shall be signed by the University, the grievor and the Union. The University shall circulate copies of this documentation to the grievor and the Union Grievance Committee.

**ARTICLE 7 - ARBITRATION**

7.01 After the Grievance Procedure established in this Agreement has been exhausted, either party may refer the matter to Arbitration by submitting a notice of intent to arbitrate to the other party which shall contain the name of the aggrieved party's appointee to the Arbitration Board and shall be submitted within fifteen (15) working days of the answer at Step 2 of the Grievance Procedure. Within five (5) working days from the receipt of the notice of intent to arbitrate, the other party must in turn name their appointee. The third member to act as Chair shall be appointed by the respective appointees. Should either party fail to name their appointee within the required five (5) working days, or should the appointees fail to select a Chair within twenty (20) working days from the date of their appointment, either party or their appointee may request the Ontario Labour-Management Arbitration Commission and/or the Minister of Labour of the Province of Ontario to make the appropriate appointment.

7.02 The Board of Arbitration shall not have the right to alter or change any provisions of this Agreement or substitute any new provisions in lieu thereof or give a decision inconsistent with the terms or provisions of the Agreement. The Board shall have the power to vary in a manner which is just and equitable or set aside any penalty, discharge or discipline imposed relating to the grievance then before the Board. The Arbitration Board shall hear and determine the differences or allegations and shall issue a decision and the decision is final and binding upon the parties and upon any person affected by it. The decision of the majority is the decision of The Arbitration Board, but if there is no majority, the decision of the Chair governs. Each of the

parties to this Agreement will pay the fees and disbursements of its appointee to the Arbitration Board and will share equally the fees and disbursements of the Chair.

- 7.03 All reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to the University premises to view any working conditions which may be relevant to the settlement of the grievance.
- 7.04 The time limits referred to in this Article may be extended by mutual agreement of the parties but otherwise time shall be of the essence of this Article.
- 7.05 The grievor, job steward and the Grievance Committee Chair shall continue to receive their regular salary while attending Arbitration meetings, however, the Union shall reimburse the University for one-half (1/2) their salary for time such spent.
- 7.06 **Single Arbitrator**

Notwithstanding Article 7.01, upon mutual agreement between the University and the Union, after the grievance procedure established in this Agreement has been exhausted, either party may refer the matter to a sole arbitrator by submitting a notice of intent to arbitrate to the other party which shall contain the name of the suggested arbitrator. Within five (5) working days of the receipt of the notice of intent to arbitrate, the other party must in turn indicate their agreement or disagreement with the suggested arbitrator. Should the Union and the University fail to select an arbitrator within twenty (20) working days from the date of the intent to arbitrate, either party shall request the Minister of Labour for the Province of Ontario to make the appropriate appointment.

Either party may prepare a written dissenting opinion which shall be forwarded to the arbitrator within ten (10) days of the arbitrator's decision and shall be attached to and form part of the arbitrator's written decision. The arbitrator shall have the same powers as the Arbitration Board as set out in Article 7.02.

## **ARTICLE 8 - PROBATIONARY PERIOD**

- 8.01 Newly hired employees shall be on a probationary basis. The probationary period will be a minimum of sixty-six (66) working days and a maximum of one hundred and ten (110) working days actually worked. Upon mutual agreement with the Union, the probationary period may be extended up to a further forty-four (44) working days. The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure (Article 6 - Grievance Procedure). When the employment of a probationary employee is terminated, the employee will be given notice in writing and the Union will be given a copy. The probationary employee shall have the right to have a representative of the Union present when he/she is given the termination notice. During the probationary period,

employees shall be entitled to all other rights and benefits of this Agreement, with the exception of Articles:

- 4 - Negotiation Committee
  - 10 - Seniority
  - 16 - Sick Leave
  - 17 - Maternity Leave
  - 19 - Redundancy of Job. However, should the University declare the probationary's position redundant, the probationary employee will be given one (1) month's notice or pay in lieu of notice.
- Schedule "B" Sick Leave Plan
- 33 - Discipline, Discharge and Personnel Files (exclusion of Article 33. Discipline, Discharge and Personnel Files applies for first sixty-six (66) working days of the probationary period.)

The Probationary employee shall be granted sick leave credits on the basis of one and one-half (1 1/2) days for each calendar month of service. It is understood that there will be no pay-out for accrued sick leave credits at the end of the probationary period. A probationary employee prior to becoming a permanent employee shall be required to have and pass a medical examination that he/she is fit to perform her/his position through the University's Health Services.

After the probationary period, seniority shall be effective from the date of hire with the University.

- 8.02 New employees will receive a one (1) step increase upon successful completion of the probationary period.

## **ARTICLE 9 - TRIAL PERIOD**

- 9.01 Employees who are promoted or who transfer into an unrelated position, in accordance with this Agreement, shall be on a trial basis for a maximum period of sixty-six (66) working days actually worked or such shorter period as directed by the University. Upon mutual agreement with the Union, such period may be extended up to a further sixty-six (66) working days actually worked. Employees who are promoted or who transfer into a related position, in accordance with this Agreement, shall be on a trial basis for a maximum period of twenty-two (22) working days actually worked. Upon mutual agreement with the Union, such period may be extended up to a further twenty-two (22) working days actually worked. It is understood by the University that there is some familiarization required during the trial period.

During this period, if the employee finds the position unsatisfactory for which the

Director of Personnel shall be provided with written reasons, or is unable to meet the job requirements in a manner satisfactory to the University and for which the Union shall be provided with written reasons, the employee shall be returned to her/his former position if possible or to one of equal classification. This shall not be considered a "demotion" and the employee shall receive the same salary as he/she received immediately prior to the promotion/transfer.

- 9.02 An employee who is promoted to a position in a higher salary grade will be paid no less than the base rate of the new position or the current salary rate of the employee plus one step, whichever is higher. Upon completion of the trial period, the employee shall be entitled to an increase of one step in the new salary grade.
- 9.03 An employee who transfers to another position within the same salary grade shall not receive a step increase as a result of the successful completion of the trial period.

## **ARTICLE 10 - SENIORITY, LAY-OFF AND RECALL**

### 10.01 **SENIORITY**

"Seniority" is defined as the length of continuous employment with the University. For the purposes of transfers, promotions, demotions, lay-offs and recall after lay-offs for positions within the Bargaining Unit, length of service with the University acquired in another Bargaining Unit, or in a position with the University not covered by a Bargaining Unit, shall not be considered in determining an employee's seniority. The preceding sentence does not apply to employees in the tag-end unit positions, or in the departments of Maintenance, Printing, Residences and Operations at the time of certification into the Union Bargaining Unit.

- 10.02 In all cases, promotions, and transfers shall be considered on the basis of the following: the ability, knowledge, experience, training, and skill of the individual to fulfill the requirements of the position and the capability of the individual to assume responsibility of the position and the seniority ranking of the employee.

Where the ability, knowledge, experience, training, skill of the individual to fulfill the requirements of the position and the capability of the individual to assume responsibility of the position is to all intents and purposes relatively equal as between two (2) or more employees then their seniority ranking shall determine the selection.

The Union will be notified in writing of the name(s) of the successful applicant(s) of the job posting(s). Should the University not award the position to the most senior applicant, the University shall arrange a meeting with the senior applicant and give reasons why this applicant was not awarded the position. A representative of the Union will be present at this meeting. If the employee wishes to challenge the University's decision he/she must do so in writing within

five (5) working days after the meeting. If there is a challenge of the University's decision by the senior applicant, the University shall meet with the employee and the Union to discuss the decision within five (5) working days of the employee's challenge. If the parties meet and are unable to agree, the dispute may be submitted directly to arbitration, as provided in this Agreement under Article 7, within ten (10) working days of such meeting.

The five (5) working days referred to in this article may be extended an additional five (5) working days by mutual agreement of both parties.

10.03 Employees shall lose all seniority and shall be deemed to have quit the employ of the University for any of the following reasons:

- 2) resignation or retirement in accordance with the Laurentian University Retirement Plan;
- 3) discharge for just cause;
- 4) after a lay-off extending for a period of more than twelve (12) consecutive months (10.13);
- 5) is absent from work due to legitimate illness and/or compensable or non-compensable injury for thirty (30) calendar months. The employee shall not accumulate seniority but shall retain seniority during any absence due to legitimate illness and/or compensable or non-compensable injury exceeding six (6) calendar months but less than thirty (30) calendar months. Subject only to the provisions of the Ontario Human Rights Code.

10.04 If a leave of absence which may have been granted elsewhere in this Agreement does not exceed three (3) consecutive calendar months, an employee shall continue to accrue seniority. If a leave of absence exceeds three (3) consecutive calendar months, except while on maternity leave, parental leave, or adoption leave, seniority shall be frozen and not accrue beyond the three (3) consecutive calendar month period. For the purpose of this Article, a calendar month is any period of 30 calendar days.

10.05 A seniority list shall be posted in February of each year and during the first twenty-two (22) working days of the posting, the employees shall have an opportunity of questioning their own individual seniority standing and after this time, the seniority standing submitted or amended, as the case may be, shall not be open to questions by the employees or the Union, unless the employee affected or the Union has filed with the Director of Personnel or her/his designate written notice of their disagreement within the aforementioned twenty-two (22) working days. The seniority list shall also be submitted to the Union at the time of the posting.

10.06 **LAY-OFF**

Lay-off is a temporary shortage of work for a period not to exceed one (1) year. There shall be no lay-off from the Bargaining Unit until an attempt has been made to make the necessary reductions in the work force through attrition subject to the exigencies of the operation.

10.07 At the earliest possible date after the University has acquired knowledge of an impending lay-off, both parties shall meet to discuss the proposed lay-offs and the possible alternatives or implications.

When it has been determined by the University that lay-offs are to take place, the University and the Union shall meet to discuss the identification of the individual employee(s) to be laid off and/or the reduction of the hours of work according to seniority, except where the normal requirements of the job and the qualifications of the individual as per Article 10.02 require otherwise. It is agreed that lay-offs shall first affect part-time and temporary employees. It is also agreed that should the hours of work of permanent employees be reduced, such reduction shall not affect their status as permanent employees under this Agreement and they shall remain members of the Bargaining Unit.

10.08 During the period of notice of release, an employee may choose to remain in the service of the University. During this period, the employee shall be afforded the necessary time off to pursue alternate employment. Upon finding alternate employment outside the University he/she shall forfeit her/his right to receive pay in lieu of the balance of her/his formal notice.

10.09 Employees who are released under the lay-off provisions of this Article shall be eligible for the following:

- a) more than twenty-five (25) years of service - one hundred (100) working days' formal notice or pay in lieu of;
- b) more than fifteen (15) years' service - eighty-eight (88) working days' formal notice, or pay in lieu of;
- c) more than ten (10) years' service - sixty-six (66) working days' formal notice, or pay in lieu of;
- d) more than five (5) years' service - forty-four (44) working days' formal notice, or pay in lieu of;



- e) less than five (5) years' service - twenty-two (22) working days' formal notice, or pay in lieu of.

Upon lay-off, the employee shall receive from the University written instructions as to her/his rights and obligations for recall under this Agreement.

- 10.10 An employee with recall rights may present a grievance at Step 2 if he/she believes that her/his lay-off or the University's failure to recall or rehire her/him was in contravention of this Agreement. Should such grievance succeed and the employee is not otherwise disqualified, he/she shall be reinstated and all compensation shall be on the basis of her/his former regular salary, including any negotiated increases, vacation pay and all other benefits he/she would have otherwise been entitled to for the time lost after the receipt of the written grievance by the University.

10.11 **RECALL**

Employees shall have preferential recall rights for the period of one (1) year from the date of lay-off.

- 10.12 Recall shall be in order of their seniority ranking, provided they are qualified to do the job as set out in Article 10.02. The employee may be given the opportunity to qualify for the position at the discretion of the Director of Personnel.
- 10.13 In the event of an employee being laid off for a total period of one (1) year, the position shall be declared redundant and Article 19 shall apply.
- 10.14 Employees shall be notified of recall by registered mail or courier/commercial messenger service to their last place of residence recorded with the University. Notification shall include a description and the duration of the job.

The employee is to advise the Director of Personnel by letter within ten (10) working days of receiving the notice of her/his acceptance or rejection of the recall. Employees who accept recall shall be permitted to give their current employer the required notice of termination in accordance with the Employment Standards Act.

An employee shall be required to accept the recall, except where the position in question is not in her/his former position's classification or is in a lower classification or is for a duration of less than one hundred and thirty-two (132) working days. A rejection of a recall notice on other grounds except as herein provided (or in the case of illness or injury), shall result in the loss of further recall rights and Article 19 shall not apply.

When due to lay-off, an employee is the most suitable candidate in accordance with Article 10.02 for a permanent position in a lower salary grade, he/she shall be paid at the salary step on the new salary grade most closely approximate to her/his previous salary rate.

- 10.15 An employee who has agreed to accept recall shall be required to report to work within five (5) working days of the date agreed to with the University. On being rehired on recall, there shall be deemed to have been no break in such employee's continuous service.
- 10.16 It shall be the responsibility of the employee to notify the University promptly, in writing, of any changes of address or telephone number. If an employee should fail to do this, the University shall not be responsible for failure of a notice to reach such employee and any notice sent by the University shall be forwarded by registered mail or courier/commercial messenger service and shall be deemed to have been received within five (5) working days.
- 10.17 Laid off employees with recall rights have no rights to vacations and sick leave plans.

#### **ARTICLE 11 - NO CESSATION OF WORK**

- 11.01 The Union agrees that there shall be no strikes and the University agrees that there shall be no lock-outs as defined in the Ontario Labour Relations Act during the terms of this Agreement.
- 11.02 In the event that any employees of Laurentian University, other than those covered by this Agreement, engage in a lawful strike and maintain picket lines, employees covered by this Agreement shall not be required to perform work normally done by those employees.

#### **ARTICLE 12 - HOURS OF WORK**

- 12.01 a) The regular work week shall consist of six and three-quarters (6 3/4) hours of work per day and thirty-three and three-quarters (33 3/4) hours of work per week, Monday through Friday, exclusive of lunch periods, except for the Residence Porter classifications, those areas listed under the Letters of Understanding RE: Hours of Work for Operations, Hours of Work for Maintenance, Printing and Residences, and employees regularly working more than twenty (20) hours per week but less than thirty-three and three-quarters (33 3/4) hours per week for clerical, technical, administrative and service work and twenty-four (24) hours per week but less than forty (40) hours per week for Maintenance Department, Printing Department, Residence Department and Operations. In the latter case the salary and vacation of such employees will be pro-rated.

The regular work week for the various Residence Porter classifications shall consist of

those hours set out in the Letter of Understanding RE: Hours of Work and starting and stopping times for Residence Porters, which forms part of this Agreement.

The regular work week for the employees in Operations shall consist of those hours set out in the Letter of Understanding RE: Hours of Work for Operations, which forms part of this Agreement.

The regular work week for the employees in Maintenance, Printing and Residences shall consist of those hours set out in the Letter of Understanding RE: Hours of Work for Maintenance, Printing and Residences, which forms part of this Agreement.

- 12.01 b) The University shall have the right to designate vacant and new positions that it decides require different schedules of work week than those outlined in 12.01 a). The regular work week for these positions shall consist of six and three-quarters (6 3/4) hours of work per day and thirty-three and three-quarters (33 3/4) hours of work per week, exclusive of lunch periods, except for employees regularly working more than twenty (20) hours per week but less than thirty-three and three-quarters (33 3/4) hours of work per week. In the latter case the salary and vacation of such employees will be pro-rated. It is understood that each employee will have two consecutive days off.

The regular work week for the aforementioned positions shall be set out in the job descriptions and/or position questionnaires and job postings.

- 12.01 c) The University shall have the right to designate vacant and new positions that it decides require different schedules of work week than those outlined in 12.01 a) for Maintenance Department, Printing Department and Residence Department. The regular work week for these positions shall consist of eight (8) hours of work per day and forty (40) hours of work per week, exclusive of lunch periods, except for employees regularly working more than twenty-four (24) hours per week but less than forty (40) hours of work per week. In the latter case the salary and vacation of such employees will be pro-rated. It is understood that each employee will have two consecutive days off.

The University shall have the right to designate vacant and new positions that it decides require different schedules of work week than those outlined in 12.01 a) for the Operations Department. The regular work week for these positions shall consist of an average of forty (40) hours per week, exclusive of lunch periods, except for employees working more than 24 hours of work but less than forty (40) hours of work per week. In the latter case the salary and vacation of such employees will be pro-rated.

The regular work week for the aforementioned positions shall be set out in the job descriptions and/or position questionnaires and job postings.

- 12.02 i) The official University office hours for all employees except Residence Porters and those areas listed under the Letters of Understanding RE: Hours of Work for Operations, RE: Hours of Work for Maintenance, Printing and Residences, and other employees who may be specifically hired to work scheduled hours different from the official University hours, shall be:
- a) 9:00 a.m. to 4:30 p.m. during and including the months of September to April of which three quarters (3/4) of an hour per day shall be an unpaid meal break,
  - b) 8:30 a.m. to 4:00 p.m. from the first Monday in May through the Friday before Labour Day in September inclusively, of which three quarters (3/4) of an hour per day shall be an unpaid meal break.

The starting and stopping times for the various Residence Porter classifications shall be in accordance with the Letter of Understanding: RE: Hours of Work and starting and stopping times for Residence Porters, attached and which forms part of this Agreement.

The starting and stopping times for the employees in Operations shall be in accordance with the Letter of Understanding: RE: Hours of Work for Operations, attached and which forms part of this Agreement.

The starting and stopping times for the employees in Maintenance, Printing Residences shall be in accordance with the Letter of Understanding: RE: Hours of Work for Maintenance, Printing and Residences, attached and which forms part of this Agreement.

- 12.02 ii) The University shall have the right to designate vacant and new positions that it decides require different hours of work than those outlined in 12.02 i). The starting and stopping times for the positions designated as requiring different hours of work shall be set out in the job descriptions and/or position questionnaires and job postings.

The shift schedule and/or shift rotation will be posted. For changes to the scheduled work week and/or hours of work, the University will give a minimum of four (4) weeks notice after consultation with the employee(s) concerned. Any change will be made in a reasonable manner.

The University agrees that employees in similar positions can exchange shifts as long as the exchange is approved by the supervisor and the exchange results in no extra cost to the University.

12.02 iii) Should there be a significant change in the duties and responsibilities of an position(s) listed in Schedule "C" Position Directory as a result of the University changing the work hours of a position(s), the position(s) so affected will be re-evaluated according to the Joint Job Evaluation procedures within a time period no longer than six (6) months.

12.03 For the purpose of Article 12 - Hours of Work, Article 12.01 b), 12.01 c), 12.02 ii) the University shall be allowed to designate up to a maximum of forty (40) positions requiring different schedules of work week and/or different hours of work.

12.04 It is recognized that from time to time working hours somewhat different from those set out in Articles 12.02 i) and 12.02 ii) are necessary for efficient operations. As such, the basic working hours of employment for all employees may be adjusted by mutual agreement between individual employees and their respective immediate supervisor. Should agreement to these new work hours not be reached between employees and their respective immediate supervisor, then the provisions outlined in Articles 12.02 i) and 12.02 ii) shall apply. Where a change to an employee's hours of work is required for a period of more than six (6) calendar months, this change shall be worked out in consultation with the Union.

Should a supervisor request an employee to temporarily work an alternate shift where one half (1/2) or more of the scheduled hours fall outside that employee's regular working hours, a premium of fifty cents (50¢) per hour shall be paid for each hour worked on that shift. This premium does not apply for any overtime hours worked (as defined by Article 13.01).

12.05 A shift premium of seventy cents (70¢) per hour will be paid for each hour actually worked on evening shifts. Shift premium shall not be paid for hours an employee works at overtime rates or for a paid holiday.

12.06 A premium of ninety cents (90¢) per hour shall be paid for all hours actually worked on a Saturday and Sunday. This premium shall not be paid for hours an employee works at overtime rates or for a paid holiday.

For Maintenance, Printing and Residence positions for Sunday premiums, refer to Letter of Understanding "S".

12.07 The University shall schedule a rest period of fifteen (15) consecutive minutes both in the first and second half of the work day.

12.08 Work schedules shall be the prerogative of the Director of Personnel considering the efficiency of the operation of the University or the need to provide services to students and/or the public

and the wishes of the employees concerned provided that such schedules do not conflict with the terms of this Agreement.

- 12.09 Employees in the Bargaining unit who occupy a position as outlined in 12.01 a) and 12.02 i) shall not have their hours of work or work week changed.
- 12.10 Employees in the Bargaining unit who go on any leave which include Long-Term Disability, Workplace Safety and Insurance Board or any other absences under the terms of the Collective Agreement shall not have their original hours of work or work week changed upon their return from that leave.
- 12.11 Articles 12.09 and 12.10 shall also apply in the event of the reclassification of a position while occupied by the incumbent.
- 12.12 No employee in the Clerical, technical, administrative and service work group shall lose her/his employment from her/his existing position on June 30th, 1988 through redundancy as a direct result of changes to hours of work or work week of a position(s) in their department or a directly related department.
- 12.13 The University shall endeavour to provide employees in the Bargaining Unit who work different hours of work or work week as outlined in Articles 12.01 b, 12.01 c, and 12.02 ii) with a fifteen (15) hour rest period between shifts.
- 12.14 The University will post schedules of work four (4) weeks in advance for the Operations group. This is for the convenience of both the University and the employees. Seven (7) days' notice will be given for changes of schedule already posted.

### **ARTICLE 13 - OVERTIME**

- 13.01 Except for the classifications of Residence Porter, Liaison and Information Officer, and those areas listed under the Letters of Understanding RE: Hours of Work for Operations, RE: Hours of Work for Maintenance, Printing and Residences, and positions in 12.01 b) and 12.02 ii), authorized work performed in excess of six and three-quarters (6 3/4) hours of work per day or thirty-three and three quarters (33 3/4) hours of work per week shall be paid for on the following basis:
- a) Monday through Saturday - time and one-half (1 1/2) the employee's regular hourly earnings;
  - b) Sunday - two (2) times the employee's regular hourly earnings;
  - c) paid holidays - time and one-half (1 1/2) in addition to holiday pay.

For the Residence Porter classifications, authorized work performed in excess of the normal work hours set out in the Letter of Understanding RE: Hours of Work and starting and stopping times for Residence Porters, shall be paid for on the following basis:

- a) Monday through Saturday - time and one-half (1 1/2) the employee's regular hourly earnings;
- b) Sunday - two (2) times the employee's regular hourly earnings;
- c) paid holidays - time and one-half (1 1/2) in addition to holiday pay.

For Operations, or those positions in 12.01 c) authorized work performed in excess of the normal work hours as set out in the Letter of Understanding RE: Hours of Work for Operations shall be paid for on the following basis one and one half (1 1/2) times the employee's hourly rate.

For Maintenance, Printing and Residences, or those positions in 12.01 c) authorized work performed in excess of the normal work hours as set out in the Letter of Understanding RE: Hours of work for Maintenance, Printing and Residences shall be paid for on the following basis, one and one half (1 1/2) the employee's regular hourly earnings. Such overtime shall be paid in units of one-quarter (1/4) hour calculated to the nearest quarter. There shall be no pyramiding of overtime payment.

For positions in 12.01 b) and 12.02 ii) authorized work performed in excess of six and three-quarters (6 3/4) hours of work per day or thirty-three and three-quarters (33 3/4) hours of work per week will be paid on the following basis:

- a) Monday through Saturday - time and one-half (1 1/2) the employee's regular hourly earnings;
- b) Sunday - two (2) times the employee's regular hourly earnings;
- c) paid holidays - time and one-half (1 1/2) in addition to holiday pay.

For the classification of Liaison and Information Officer, time spent in excess of six and three-quarters (6 3/4) hours of work per day or thirty-three and three-quarters (33 3/4) hours of work per week representing Laurentian in the University Information Program as organized by

the Provincial Standing Committee on Secondary School Liaison, will not be deemed to be overtime work.

- 13.02 Employees shall not be required to take time off during regular working hours to equalize any overtime worked, however, the employee may request and at the University's discretion, may be granted time off in lieu of overtime payment. In such cases, the employee shall receive hours off of regular time, for each hour of overtime worked, in accordance with Article 13.01.
- 13.03 Employees who are authorized to work overtime two (2) consecutive hours or more shall be paid a meal allowance of seven (\$7.00) dollars.
- 13.04 a) The University shall endeavour to keep overtime to a minimum.  
However, any overtime shall be divided fairly among the employees in the department who are available and qualified to perform the work. Seniority shall be the deciding factor in the event of a scheduling conflict amongst those qualified to perform the work.
- b) For the Maintenance, Printing, and Residences group:
- i) It is understood that overtime is a necessary part of the University's operations from time to time. The University shall request overtime from amongst those employees who normally perform the work. Employees shall have the right to refuse overtime provided they give a valid reason.
  - ii) In an emergency, the University may assign overtime to the employees who normally perform the work and the employees agree to work such overtime.
  - iii) The University shall give as much notice of overtime as is reasonably possible.
- c) For the Operations group:
- i) All authorized overtime will be divided as equally as practicable amongst those employees who normally perform the work.
  - ii) Employees shall not be required to lay-off during regular hours to equalize any overtime worked.
- 13.05 An employee called to work outside her/his normal working hours shall be paid a minimum of four (4) hours pay at her/his normal rate of pay, or at the applicable overtime rate in accordance with Article 13.01 for all hours worked, whichever is greater.

If an employee called to work outside her/his normal working hours is required to remain on the



job, he/she shall continue to be paid at the applicable overtime rate, until the commencement of her/his normal work day, when he/she shall revert to her/his normal rate of pay.

- 13.06 There shall be no duplication or pyramiding of overtime payment nor shall the same hours worked be counted as part of the normal work week and also as hours for which an overtime premium is payable.

#### **ARTICLE 14 - PAID HOLIDAYS**

- 14.01 The University recognizes the following paid holidays:

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

If Heritage Day falls on the third Monday in February, presently Founder's Day, then one (1) day Paid Holiday shall be observed for the purposes of Article 14.

- 14.02 In order to qualify for payment of the above-named holidays, the employee who is scheduled to work on the holiday but not required to work because the day is a holiday shall be paid one (1) day's pay at straight time hourly rate, providing he/she has worked the full scheduled day immediately preceding the holiday and the full scheduled day immediately following the holiday.
- 14.03 An employee who works on a paid holiday will receive pay at the rate of time and one-half (1 1/2) the employee's normal hourly rate of pay for work performed on such day in addition to pay for the holiday at the employee's normal hourly rate of pay. Employees who are scheduled to work on the holiday and do not work shall not receive any holiday pay.
- 14.04 When any of the above-named paid holidays fall on an employee's scheduled day off and the employee has qualified for holiday pay in accordance with Article 14.02, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the University. Any payment received under the clauses of this Article shall not be used in calculation of any overtime pay.
- 14.05 When an employee adheres to the procedures outlined in Article 17 regarding Leave of Absence without pay, and that leave of absence follows or precedes a paid holiday, Article 14.02 would not apply in that it would be considered that the employee has worked the day

preceding or following the leave of absence and would be paid for the said holiday.

## **ARTICLE 15 - VACATIONS**

15.01 Employees, shall be entitled to annual vacation in accordance with the following:

- a) less than twelve (12) months of service - six (6%) percent of total earnings;
- b) twelve (12) months of service but less than five (5) years of service - fifteen (15) days with pay;
- c) five (5) years of service - sixteen (16) days with pay;
- d) six (6) years of service - seventeen (17) days with pay;
- e) seven (7) years of service - eighteen (18) days with pay;
- f) eight (8) years of service - nineteen (19) days with pay;
- g) nine (9) years of service - twenty (20) days with pay;
- h) ten (10) years of service - twenty (20) days with pay;
- i) eleven (11) years of service - twenty-one (21) days with pay;
- j) twelve (12) years of service - twenty-two (22) days with pay;
- k) thirteen (13) years of service - twenty-three (23) days with pay;
- l) fourteen (14) years of service - twenty-four (24) days with pay;
- m) fifteen (15) years of service - twenty-five (25) days with pay;
- n) sixteen (16) years of service but less than eighteen (18) years of service - twenty-six (26) days with pay;
- o) eighteen (18) years of service but less than twenty (20) years of service - twenty-seven (27) days with pay;
- p) twenty (20) years of service but less than twenty-two (22) years of service- twenty-

eight (28) days with pay;

- q) after twenty (20) years of service, employees will be granted a once only, two (2) day leave with pay;
- r) twenty-two (22) years of service but less than twenty-four (24) years of service - twenty-nine (29) days with pay;
- s) twenty-four (24) years of service but less than twenty-six (26) years of service - thirty (30) days with pay;
- t) after twenty-five (25) years of service, employees will be granted a once only, three (3) day leave with pay;
- u) after twenty-six (26) years of service but less than twenty-eight (28) years of service - thirty-one (31) days with pay;
- v) twenty-eight (28) years of service but less than thirty (30) years of service - thirty-two (32) days with pay;
- w) thirty (30) years of service but less than thirty-five (35) years of service - thirty-three (33) days with pay;
- x) after thirty (30) years of service, employees will be granted a once only one (1) day leave with pay;
- y) thirty-five (35) years of service or more – thirty-four (34) days with pay.

15.02 If a paid holiday falls during an employee's vacation period, an additional day will be granted with pay at the employee's normal hourly rate of pay.

15.03 In no case may vacation entitlement be carried over or accumulated from one year to the next without the express written permission of the Director of Personnel or her/his designate.

15.0 It is understood and agreed that the University shall give preference of time at which employees wish to take their vacations in accordance with seniority, but of necessity, the Director of Personnel or her/his designate reserves the final decision as to the scheduling of vacations.

For the Maintenance, Printing, Residence group and Operations group, employees are required

to inform their immediate supervisor stating their vacation preference by May 31st, for the vacation entitlement for July 1st to June 30th. The immediate supervisor will inform the employee of their vacation time by June 15th. Employees that do not comply with this Article their vacation time will be determined by the immediate supervisor. Any changes must be in writing and approved by the immediate supervisor. The employee shall not have recourse to the Grievance procedure in this case.

- 15.05 An employee shall be entitled to receive her/his vacation in an unbroken period unless otherwise mutually agreed upon between the employee and the Director of Personnel or her/his designate.
- 15.06 For the purpose of computing vacation time, the date of June 30th closest to the date of hiring will be used to determine vacation credits except during the first year of service where the actual hiring date will determine the vacation credits computed as of June 30th of that year.
- 15.07 The anniversary of the employee's hiring date will be the effective date for the employee's fourth (4th) week and any additional vacation entitlement as set out in Article 15.01.
- 15.08 Vacation credits will accrue while on statutory maternity, parental and adoption leaves. Vacation credits will accrue during other leaves of absence not exceeding two (2) consecutive calendar months, and sick leave absence due to injury not exceeding six (6) consecutive calendar months. For the purpose of this Article, a calendar month is any period of thirty (30) calendar days.
- 15.09 Liaison and Information Officers in lieu of payment for travel time shall receive one (1) week of vacation in addition to their normal entitlement as per 15.01 above.
- 15.10 Liaison and Information Officers in lieu of overtime pay for work in excess of six and three-quarters (6 3/4) hours of work per day or thirty-three and three-quarters (33 3/4) hours of work per week representing the University in the University Information program as organized by the Provincial Standing Committee on Secondary School Liaison shall receive one (1) week of vacation in addition to their normal entitlement as per 15.01 above. One (1) week of vacation shall not be pro-rated.

## **ARTICLE 16 - SICK LEAVE**

- 16.01 The sick leave plan which will apply through the term of the Agreement is set out in Schedule "B" hereto attached and will form part of this Agreement.

## **ARTICLE 17 - LEAVE OF ABSENCE**

## **PREAMBLE**

When an employee in the clerical, technical, administrative and service work, is unable for any reason to report for work, it is her/his responsibility to notify her/his Department Head or supervisor as soon as possible during the first day of unscheduled absence.

For employees in the Maintenance, Printing, Residences and Operations Departments, who cannot report for work on her/his regular schedule shift he/she must notify her/his immediate supervisor prior to the commencement of her/his shift, if possible, or at least one-half (1/2) hour after the commencement of the shift. If it is impossible to notify the immediate supervisor, the employee is to leave a message with Security. In case of an emergency, where an employee is unable to contact her/his immediate supervisor, it is understood that he/she shall not lose her/his rights to sick leave.

- 17.01 Leave of absence without pay and without loss of seniority may be granted to employees to attend to Union related matters provided such leave is applied for in writing to the

Director of Personnel at least ten (10) working days prior to the date the employee intends to absent herself/himself. Permission for such request shall not be unreasonably withheld.

- 17.02 The University may grant a leave of absence without pay to an employee provided such request shall be in writing and submitted for approval to the Director of Personnel at least ten (10) working days prior to the date the employee intends to absent herself/himself for up to three (3) days and twenty-two (22) working days prior to the date the employee intends to absent herself/himself for in excess of three (3) working days. Such approval shall not be unreasonably withheld.

- 17.03 An employee who is elected or selected for a full-time position with the Union or who is elected to public office, shall be granted leave of absence without loss of seniority for a period of two (2) years, and seniority shall accrue during such leave. Such leave may be renewed on request during her/his term of office. Once the term is completed, the employee shall return to her/his position, or to a position at the same grade and step. Should the employee's position not be available, the employee shall have the right to exercise her/his rights under Article 19 - Redundancy.

- 17.04 **BEREAVEMENT LEAVE**

- a) In the event of the death of an employee's husband, wife (which includes common-law wife, common-law husband, and same sex spouse), daughter, son, or stepchild, the employee shall be granted a leave of absence of five (5) consecutive working days

without loss in pay.

- b) In the event of the death of an employee's mother, father, brother, sister, stepbrother, stepsister, stepmother, stepfather, mother-in-law, father-in-law, including parents of common-law and same sex spouse, sister-in-law, brother-in-law, grandparents, guardians, grandchildren, daughter-in-law and son-in-law, the employee shall be granted a leave of absence of four (4) consecutive working days without loss of pay.
- c) In the event of a death of an employee's nephew, niece, grandparents-in-law, aunt or uncle, the employee shall be granted a leave of absence of one (1) working day without loss in pay.
- d) If, during her/his vacation period, an employee is bereaved in circumstances under which he/she would have been eligible for leave under this article, he/she shall be granted leave and her/his vacation pay credits shall be restored to the extent of any concurrent leave granted.
- e) Individuals who must travel a distance of 300 km or more will be granted an additional one (1) day of bereavement leave.

#### 17.05 **FAMILY RESPONSIBILITY**

##### **Sub Plan - Maternity**

- a) The objective of the plan is to supplement Employment Insurance benefits up to 95% of the employees normal weekly earnings during maternity leave. Up to seventeen (17) weeks of maternity leave will be granted in accordance with the Employment Standards Act (Ontario).
- b) This plan covers only temporary unemployment due to pregnancy. Employees do not have a right to SUB payments except for supplementation of E.I. benefits during the unemployment period as specified in the plan.
- c) An employee must apply for and be in receipt of Employment Insurance benefits before SUB can be paid. The employee must meet the requirements of the E.I. Act concerning the period during which maternity benefits can be paid.
- d) An employee will be eligible for SUB payments if she qualifies for and is entitled to Employment Insurance maternity benefits. However, an employee will also be eligible for SUB payments when she is not receiving Employment Insurance because she is serving the E.I. waiting period or because she has received all the E.I. benefits payable to her.
- a) The leave may commence at any time during the eleven (11) weeks preceding the estimated date of delivery.

- b) The employee shall make written application to the Director of Personnel at least two (2) weeks prior to the date she intends to commence her leave. The application shall include a certificate from a legally qualified medical practitioner stating the estimated date of delivery.
- c) No employee shall be required to return to work earlier than six (6) weeks following her actual date of delivery, nor shall she be permitted to do so unless she has the approval of a legally qualified medical practitioner.
- d) The employee shall be reinstated in her former position provided the leave taken is not longer than the leave provided by the Act except where an extended leave has prior approval from the University.
- i) The employee shall continue to accumulate vacation credits and seniority during her leave.
- j) During the period of maternity and adoption leave the University shall continue to pay the employer's share of all benefits in which the employee is registered at the time of the leave excluding contributions to the Laurentian University Pension Plan.
- a) Benefits payable under the plan are a sum, which combined with gross E.I. benefits, SUB payments and other earnings equal 95% of the employee's normal weekly earnings.
- l) Payments from the SUB plan are not considered as earnings for Employment Insurance, but are subject to income tax.
- m) The employer must have proof that the employee is or is not receiving E.I. benefits before SUB can be paid.
- j) SUB payments will be financed by the employer. A separate accounting will be kept on SUB payments.
- k) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.
- l) The employer will inform the Canada Employment and Immigration Commission of any changes in the plan within thirty (30) days of the effective date of the change.

### **ADOPTION LEAVE**

For the purposes of this agreement, adoption leave shall include an unpaid leave of absence by an employee (male or female) to care for an adopted or proposed adopted child, for a period of eight (8) consecutive weeks subsequent to the placement of the child in the care of the employee or in accordance with the requirements of the Children's Aid Society, to be at the option of the employee. During the aforementioned eight (8) consecutive weeks, the employee will receive two (2) weeks with pay and six (6) weeks with no pay.

#### 17.06 **SPECIAL LEAVES**

A) For the Clerical, Technical and Administrative and Services group:  
The following are considered special leaves with pay and must be recorded with the Director of Personnel:

- a) Emergency (to include emergency illness in the employee's household): one (1) day per occasion;
- b) Fire or other disaster, resulting in property damage in the employee's residence: two (2) days per occasion;
- c) Moving of a household: one (1) day per occasion;
- d) Writing of an examination or defending a thesis requiring absence from work: one-half (1/2) day per occasion;
- e) Medical, dental and legal appointments requiring absence from work:  
one-half (1/2) day per occasion;
  - f) Wedding leave at the employee's discretion to attend their own wedding:  
maximum three (3) days;
  - g) Paternity Leave: maximum five (5) working days.

B) For The Maintenance, Printing and Residence Group, and the Operations Group:

The following are considered special leaves with pay to a maximum of five (5) days per collective agreement year and must be recorded with the Director of Personnel.

- a) Emergency (to include emergency illness in the employee's household):  
one (1) day per occasion;
- b) Fire or other disaster resulting in property damage in the employee's residence:



two (2) days per occasion;

- c) Moving of a household: one (1) day per occasion;
- d) Writing of an examination: one-half (1/2) day for each examination;
- e) Medical, dental, and legal appointments requiring absence from work:  
one-half (1/2) day per occasion;
  - f) Wedding leave at the employee's discretion to attend her/his own wedding:  
maximum three (3) days;
  - g) Paternity Leave: maximum five (5) days within one (1) week of the child being present at home.

17.07 Employees, with the permission of their supervisor, may be allowed an early departure or a late arrival at work that is less than a half a day's absence to attend medical, dental and legal appointments. Such permission shall not be unreasonably withheld. It is understood that the employees will make every effort to schedule medical, legal or dental appointments outside working hours. If this is not possible, appointments should be scheduled to minimize time away from work. Once the employee is finished with the appointment within reason he/she shall return to work as soon as possible.

#### 17.08 **EDUCATION LEAVE**

An educational leave with full pay may be granted by the University to an employee to enroll in a course outside the University or at Laurentian University including professional conferences, seminars, workshops etc. The initiative to take such a course may come from either the University or the employee. The employee shall not have recourse to the grievance procedure in the event of a negative decision, however, the employee and/or the Union may appeal the decision to the Director of Personnel. The employee shall not be required to take a course without her/his consent. During an education leave, all of the provisions of the Agreement shall apply, except, of necessity, those dealing with hours of work, and the University shall pay all tuition fees and other directly related expenses incurred in taking the course, including books and incidental fees.

### **ARTICLE 18 - TERMINATION NOTICE**

18.01 An employee may terminate her/his employment on giving the University at least one (1) normal pay period previous written notice. When an employee fails to comply with this Article

or the employee's employment is terminated by the University, such employee will be paid vacation pay in accordance with the Employment Standards Act.

## **ARTICLE 19 - REDUNDANCY OF JOB**

19.01 Redundancy of jobs results from a shortage of work for a period of one (1) year or more and/or the complete elimination of a position.

Decisions on redundancy of jobs of staff employees shall be made in the light of available information and after consultation with the Union and the Department concerned.

19.02 Minimum written notice of termination for redundancy with a copy to the Union, will be two (2) months. The employee may be given equivalent pay in lieu of written notice.

19.03 If a job has been declared redundant, the incumbent will be entitled to the following termination pay at her/his current salary: one-half (1/2) a month for each year of continuous service to the closest whole year plus three (3) months. An employee may elect to defer this payment for a period of one (1) year, and shall be considered during this one (1) year period to be eligible for recall under Article 10.11 and Article 10.12.

19.04 If an employee is laid off and her/his position is subsequently declared redundant then the termination pay, to which the employee is entitled under this Article, is in addition to any payment he/she may have received under Article 10.09.

19.05 The period of notice under Article 10.09 and/or this Article to which an employee is entitled, if pay is given in lieu of, shall be added to her/his years of continuous service to calculate her/his entitlement under Article 19.

19.06 The regular notice if either the employee tenders her/his resignation or is dismissed is to continue to be the normal pay period.

19.07 In the event that an incumbent is notified that her/his position has been declared redundant, the University will allow that incumbent, during the period of notice, a number of days off for job seeking interviews equal to one-twelfth (1/12) of the period of notice.

19.08 After an incumbent has been advised that her/his job has become redundant, the University will waive up to one-half (1/2) of the normal period of resignation notice without this affecting her/his termination pay which of course would then start from the new termination date of her/his choosing.

19.09 The University may offer an alternative position (without posting). The employee may refuse the alternative position without losing her/his rights to termination benefits.

For employees hired after September 1, 1999, the University may offer an alternative comparable position (without posting). The employee will not lose her/his salary grade or step. If the employee refuses the alternative comparable position, the employee shall lose all rights to termination pay under Article 19.03 or any other applicable article. The aforementioned sentence does not apply to any employee in a term position, as of September 1, 1999 with three years or more continuous service in the same position, which may become permanent.

In order to assist in the transition, such employees may be offered (or may be required at the recommendation of the host unit) to take a leave of absence in accordance with Article 17.08.

- 19.10 The University is not bound to offer an alternative position to a redundant employee.
- 19.11 In the event of an employee being laid off for a period of twelve (12) months the position will be declared redundant.
- 19.12 Should an employee accept a term/temporary position while on recall, the following shall apply:
- a) Vacation will accrue (pro-rated to the length of the term/temporary position) based on her/his length of service with the University.
  - b) If another job in a salary grade equal or lower becomes vacant, which the University requires to be filled on a permanent basis, the employee shall be given preferential recall rights according to the Recall Articles of this Collective Agreement, during the term/temporary appointment.
  - c) The employee will be entitled to termination pay as per Article 19.03 based on the original job he/she occupied when declared redundant.
  - d) Should an employee be offered another term/temporary job with a different termination date, and if the new termination date exceeds the termination date of the redundant job, all recall rights will apply up to the revised termination date.

## **ARTICLE 20 - HEALTH AND WELFARE**

- 20.01 1) The University shall pay at current rates to the following welfare plans on the percentage bases set out below:
- a) Ontario Health Insurance Plan - University contribution - 100%;

- b) Life Insurance - University contribution - 100%;
  - c) Long-Term Disability - Employee contribution - 100%;
  - d) Extended Health Care - University contribution - 80%;
  - e) Dental Plan - University contribution - 50%; 1997 O.D.A. rates.
- 1) In addition to the Canada Pension Plan, every employee shall be governed by the University Retirement Plan and the University and employees shall make contributions in accordance with the provisions of the plan.

### **Member's Required Contributions**

Each member shall contribute by regular payroll deduction the sum of:

- a) 5% of the part of her/his Plan Earnings that is below the year's basic exemption as prescribed by the Canada Pension Plan;
- b) 3.2% of the part of her/his Plan Earnings that is between the year's basic exemption and the year's maximum pensionable earnings as prescribed by the Canada Pension Plan; and
- c) 5% of the part of her/his Plan Earnings that is in excess of the year's maximum pensionable earnings.

Such contributions shall be credited to the Member's Money Purchase Account.

### **Employer's Contributions**

The employer shall make regular contributions in respect of each Member in an amount that is equal to the sum of:

- a) 7% of the part of the Member's Plan Earnings that is below the year's basic exemption as prescribed by the Canada Pension Plan;
- b) 5.2% of the part of the Member's Plan Earnings that is between the year's basic exemption and the year's maximum pensionable earnings as prescribed by the Canada Pension Plan; and
- c) 7% of the part of the Member's Plan Earnings that is in excess of the year's maximum pensionable earnings.

Such contributions shall be credited to the Member's Money Purchase Account.

The employer will also contribute 1 1/2% of members' earnings in the Minimum Guarantee Fund.

Should greater University contributions be arrived at by the University Benefits or Pension Committee or the University, they may supersede the above mentioned University contributions after discussion with the Union.

20.02 The University's contribution to the Welfare Plans shall cease when:

- a) the employees are on lay-off, in excess of one (1) month;
- b) the employees are on unpaid leave of absence, in excess of one (1) month;
- c) the employees are on sick leave, compensable or non-compensable injury in excess of thirty (30) calendar months. Subject only to the provisions of the Ontario Human Rights Code.

The University shall notify the employee concerned prior to the date that the University's contributions shall cease.

20.03 A newly hired employee shall provide the Personnel Office with a copy of her/his birth certificate, or equivalent document.

Each employee, who has not previously done so, shall when requested supply the Personnel Office with a copy of her/his birth certificate (or other equivalent documentation attesting to the date of birth).

Information obtained from this documentation shall be filed "confidential".

## **ARTICLE 21 - JURY AND WITNESS DUTY LEAVE**

21.01 The University shall grant leave of absence with pay and without a loss in seniority to any employee who is required to be a juror or witness by any body in Canada with powers of subpoena.

The employee shall notify her/his immediate supervisor immediately upon her/his notification that he/she will be required to attend such hearing and present proof of service requiring her/his attendance. Once the employee is discharged from

subpoena, he/she shall return to work as soon as possible.

## **ARTICLE 22 - MEETINGS OF THE UNION**

22.01 The University agrees to allow one (1) hour extra on the lunch break for the three (3) regular meetings of the Union per year.

It is understood that the ratification of the Memorandum of Settlement for the Collective Agreement will not be counted as one of these meetings.

Members of the Executive Committee of the Union shall be entitled up to a further eight (8) periods of three quarters (3/4) of an hour for the purpose of attending Executive Committee meetings.

It is understood that Personnel Services must be advised a minimum of five (5) working days in advance of scheduled meetings.

## **ARTICLE 23 - BULLETIN BOARDS**

23.01 The University agrees to permit posting of notices of Union meetings or functions and other documents on a bulletin board on its premises designated by the University for such purposes and all such notices or other documents must be signed by an authorized officer of the Union and submitted to the Director of Personnel for approval before posting. The Union agrees to remove out-of-date material forthwith.

## **ARTICLE 24 - HEALTH AND SAFETY COMMITTEE**

24.01 The University and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the University, the employees and the Union will cooperate fully to promote safe work practices, health and conditions and the enforcement of safety rules and procedures in accordance with the Ontario Occupational Health and Safety Act, 1978.

The University and the Union membership agree to comply with all the regulations pursuant to the Ontario Occupational Health and Safety Act, 1978.

No employee shall be disciplined for refusal to perform work where the employee has acted in compliance with the Ontario Occupational Health and Safety Act, 1978.

The University and the Union agree to participate in the Laurentian University Health and Safety Committee as per the structure of the Committee. The Union will have two (2) representatives on this Committee.

## **ARTICLE 25 - POSITION NUMBERING**

25.01 The University agrees to apply a permanent number to existing Bargaining Unit positions and to each and every newly created Bargaining Unit position.

25.02 The University shall maintain a Position Directory which shall include:

- a) a number for each Bargaining Unit position;
- b) department of the position;
- c) classification level of the position.

The Position Directory is attached hereto as Schedule "C" and forms an integral part of this Agreement.

25.03 The University shall maintain Job Descriptions for all positions in the Bargaining Unit and they shall be available in Personnel Services. For Maintenance, Printing, Residences and Operations, job descriptions will include as final phrase "Perform other duties as assigned."

25.04 a) Prior to implementing a new position, or any changes to an existing position, the University shall discuss such changes with the Union and the position incumbent, if any. The University shall not make any changes to existing positions in a manner that is unreasonable and such changes shall not be made without considering the experience and qualifications of the incumbent, if any.

b) No incumbent in an existing position that is changed by the University shall suffer a decrease in salary rate as a result of a salary grade decision related to the change. Such an employee shall maintain her/his salary rate and, in future, shall receive the same salary scale increase as is negotiated for the salary grade at which the employee's job is classified.

c) Where changes to a job occur under Article 25.04 (a) on a temporary basis of six (6) months or less the University shall designate an interim salary grade for the temporary period.

d) Where temporary changes to a position would result in a salary increase, the incumbent shall be paid the increased salary but only for the period of the

temporary change. The incumbent's salary will revert to the original salary at the end of temporary change.

## **ARTICLE 26 - POSITION LEVELS**

- 26.01 a) Subject to the following paragraphs, each employee will be advanced from her/his current step in her/his salary grade to the next step in that grade on the annual increment date, 1 July, up to the maximum of the salary grade.
- b) Each employee shall be entitled to the step increase provided for in paragraph (a) above, unless the University can show cause for not awarding the annual increase. Should the University decide not to grant the step increase, it shall so state in writing, giving the reasons therefore. The decision and reasons shall be provided to the affected employee with a copy to the Union.
- c) An employee who completes her/his probationary period between 1 April and 30 September in any given calendar year, shall be eligible to receive a step increase pursuant to Article 8.02. Such employee shall be eligible to receive her/his next step increase only on 1 July in the next calendar year.
- d) An employee who completes her/his probationary period between 1 October and 31 March shall be eligible to receive a step increase pursuant to Article 8.02. Such an employee shall be eligible to receive her/his next step increase on 1 July next following completion of the probationary period.
- 26.02 Upon the establishment of a revised salary grade for a position pursuant to the Job Evaluation Procedure, the salary rate of the employee who occupies the position will be set as follows:
- a) where the salary grade is increased,
- i) in the case of new and changed vacant positions, the rate of pay as at the date of appointment will be re-determined pursuant to Articles 8 and 9 of the Collective Agreement.
- ii) in the case of changed occupied positions increasing to a higher salary grade, the rate will be the base rate of the higher salary grade or current salary rate of the employee plus two steps, whichever is higher.
- iii) In the case of temporary changes to a position, which would result in salary increase, the incumbent shall be paid the increased salary under Article 25.04 d) but only for the period of the temporary change.



- b) where the salary grade is decreased,
  - i) in the case of new and changed vacant positions, the rate of pay as at the date of appointment will be re-determined pursuant to Articles 8 and 9 of the Collective Agreement, except where the affected employee was a member of the Bargaining Unit promoted or transferred to the position through the posting provision of the Collective Agreement whose revised rate of pay would be less than the rate of pay he/she was receiving before appointment to the position. In this latter case, the employee shall be paid the rate which he/she would otherwise be paid in her/his previous position, and such employee shall continue to receive negotiated annual increases, but no step increases until the correct rate in the new grade is equal or greater than the salary he/she receives.
  - ii) in the case of a changed occupied position, the provisions of Article 25.04 will apply.

## **ARTICLE 27 - POSITION POSTING**

27.01 In all cases of promotions, transfers, and when new positions are created and vacancies occur, which the University requires to be filled, falling within those positions included in the description of the Bargaining Unit, notice shall be distributed to all departments and posted by the University in designated areas for five (5) working days.

Applicants must apply in writing as per the instructions outlined on the posting. Initially, only applications from bargaining unit members shall be considered. The applicants qualifications and competence as per Article 10.02 shall be considered by the University with a view to determining the potential of the applicants to perform the position effectively. When there are no suitable applicants from within the Bargaining Unit, outside applicants may be considered and appointed provided any change in qualifications expected is first communicated in a new posting. Should the position not be filled after a period of sixty-six (66) working days, commencing from five (5) working days after the date the job posting closes, the notice shall be posted again within the University for five (5) days.

The University may temporarily fill an established position (without posting) for a period of six (6) months. Extension of the period may occur for a further two (2) months by mutual agreement of the Union and the University.

All applications shall be considered in the strictest confidence and no references shall be sought without the knowledge and consent of the applicant.

- 27.02 The position posting shall describe the minimum requirements of the position and shall be based on the Job Description. Nothing in the position posting shall contravene the information contained in the Job Description. No important information (subject to space limitations) shall be omitted.
- 27.03 Following the closing of a posting, a complete list of the Bargaining Unit applicants and their respective seniority date shall be sent to the Union stating the position number thereon.
- 27.04 When an employee is temporarily assigned by the University to perform the principal duties of a position in a higher salary grade within the Bargaining Unit for more than five (5) consecutive days, he/she shall receive two (2) steps or the base of the assigned salary grade, whichever is greater, commencing on the first day.
- 27.05 When an employee is temporarily assigned by the University, except for vacations and unpaid leaves of absences, to perform the principal duties of a position within the Bargaining Unit for more than ten (10) consecutive working days, in addition to the duties of her/his own position, he/she shall receive two (2) additional steps increase commencing on the first day.
- 27.06 When an employee is temporarily assigned to a job in a lower salary grade, her/his salary rate shall not be reduced.
- 27.07 a) The University may assign without posting an employee from within the same department to perform the principal duties of a position which is temporarily vacant, up to a period of eight (8) months. Extension of the period may occur for a further two (2) months by mutual agreement of the Union and the University.

Upon mutual agreement (employee and University) the University may assign without posting an employee to a different department within the University to perform the principal duties of a position which is temporarily vacant, up to a period of eight (8) months. Extension of the period may occur for a further two (2) months by mutual agreement of the Union and the University.

For the purposes of Article 27.07 only, the Faculty of Sciences and Professions, and the Faculty of Arts and Professions will each be considered as a "same" department.

- b) Such employee will be paid the rate of the grade as of the date of appointment.
- c) Upon completion of the temporary assignment, the employee concerned shall be placed in her/his former position or another position at the same salary grade at the same salary rate where her/his former position has ceased to exist.
- b) Employees who work the hours of work as specified in 12.01 a) and 12.02 i) shall not be assigned by the University to work hours of work as specified in 12.01 b), 12.01 c) and 12.02 ii) without their mutual agreement or vice versa.

27.08 The University shall not be obliged to consider an application for a job posting from an employee who is probationary or temporary at the time of the job posting.

## **ARTICLE 28 - TEMPORARY EMPLOYMENT**

28.01 A temporary position is one whose duration shall not exceed a period of six (6) calendar months, except by mutual agreement of the University and the Union. No position shall be filled for a period in excess of six (6) calendar months by renewing a temporary employee's appointment or by appointing a series of temporary employees, without the mutual agreement of the Union.

The University can extend temporary appointments up to six (6) calendar months that are replacements for Leave of Absence, Long-Term Disability and Workplace Safety and Insurance Board. The University will notify the Union of such extensions.

28.02 A temporary employee is one who is hired as a leave replacement or for a definite task that is expected to last not more than six (6) calendar months, with a termination date anticipated at the completion of such task.

28.03 A temporary position must be posted before becoming permanent.

28.04 The temporary employee in a temporary position may make application, in writing, for the position if and when it is to become permanent. However, her/his application shall not rely upon events subsequent to the creation of the temporary position. Should he/she be selected, then all of the time worked by her/him when it was a temporary position shall be applied to and form part of the probationary and/or trial period as provided for in Articles 8 and 9 of this Agreement.

28.05 No permanent employee who has acquired seniority under this Agreement shall be laid off work by reason of the University hiring a temporary employee or establishing a temporary position.

28.06 The termination of employment of a temporary employee shall not be made the subject of a grievance.

28.07 A temporary employee is covered by all the provisions of this Agreement, with the exception of Articles:

4	Negotiation Committee
8	Probationary Period

9	Trial Period
10	Seniority, Lay-Off and Recall
16	Sick Leave
17.05	Maternity Leave
19	Redundancy of Position
20	Health and Welfare. A temporary employee who at the time of hire, is expected to fill a temporary position for a period of at least eight (8) continuous months, shall be covered by the provisions of this Article (Pension Plan excluded).
30	Pension Plan
32.01	Tuition Fees
Schedule "B"	Sick Leave Plan
Letter of Understanding E	Physical Education Membership
Letter of Understanding F	Free Tuition

The temporary employee shall be granted sick leave credits on the basis of one and one-half (1 1/2) days for each calendar month of service. It is understood that there will be no pay-out for accrued sick leave credits at the end of the temporary period.

- 28.08 Students enrolled at Laurentian University or any other educational institution, during the academic year, shall only be employed outside of the official University hours of work or in relief of members of the Bargaining Unit during official office hours or as temporary employees as per the above. The term "student" is never meant to apply to employees of the Bargaining Unit taking courses at Laurentian through the provisions of Article 31.01 or otherwise.

## **ARTICLE 29 - TERM EMPLOYMENT**

- 29.01 A term position is one whose duration shall be a specified term, that is, a pre-arranged period of time that exceeds six (6) calendar months but will not exceed a period of twelve (12) calendar months.
- 29.02 A term employee is one who is hired for a definite term or task that exceeds six (6) calendar months, and is expected to last no more than twelve (12) calendar months, with a pre-arranged termination date anticipated at the completion of such term or task.
- 29.03 A term position must be posted before becoming permanent.
- 29.04 Should the University wish to create a new term position it will inform the Union and give written reasons prior to posting the position.
- 29.05 Should the University wish to renew the term position, it will inform the Union and give written

reasons prior to posting the position.

- 29.06 When the position is to become permanent, the incumbent may make application, in writing, for the position. However, unless the incumbent is a permanent bargaining unit member, her/his application shall not rely upon events subsequent to the creation of the term position.

Should the term employee be selected, then, provided he/she has already completed a probationary/trial period as a term employee, in that position, Articles 8 and 9 shall not apply.

The probationary/trial period (Articles 8 and 9) shall be waived for term employees who become permanent bargaining unit employees if they have worked in the posted position within the last three (3) months of the date of the posting.

- 29.07 No permanent employee who has acquired seniority under this Agreement shall be laid off work by reason of the University hiring a term employee.

- 29.08 The termination of employment of a term employee upon completion of the pre-arranged term shall not be made the subject of a grievance.

- 29.09 A term employee shall be covered by all the provisions of this Agreement, with the exception of Articles:

10 Seniority, Lay-Off and Recall. However, term employees, who have made application for a Bargaining Unit position in accordance with Article 27, shall be considered after permanent Bargaining Unit applicants but before applicants from outside the Bargaining Unit.

17.05 Maternity Leave, during the first pre-arranged term. However, it is understood that the University does not guarantee employment past the pre-arranged termination date of the term period.

19 Redundancy of Position.

20 Health and Welfare. A term employee, who at the time of hire, is expected to fill a term position for a period of at least eight (8) continuous months, shall be covered by the provisions of this Article.

- 29.10 A term employee whose term is renewed, for the same position, shall not serve a second probationary/trial period. Such employee shall receive at least one (1) step increase in salary upon such renewal.

29.11 A term employee who has occupied the same position in a temporary capacity without break in service shall have the time accumulated during her/his temporary appointment count towards the probationary period of her/his term position or her/his term position that becomes a permanent appointment.

29.12 For the purposes of calculating vacation entitlement, the University will calculate vacation according to the number of consecutive term re-appointments in the same position, pro rated.

Should the term employee become a permanent employee in that position, the accumulated time of service shall be carried over to the new position for the purpose of calculating vacation entitlement.

For Example: the formula that would be used:

On the fifth renewal of an eight (8) month term appointment  
Sixteen (16) days X (eight months/twelve months) = ten and two thirds (10 2/3) days.

29.13 If the term employee currently is in a position that becomes permanent and applies for the position, and providing he/she has been in that same term position for a period of twelve (12) months or more, then for the purpose of applying for this position, the term employee will be deemed to have seniority. Should the term employee be awarded the permanent position, then her/his seniority will begin from the date of the first appointment in that position.

## **ARTICLE 30 - WAGES**

30.01 The University shall pay salaries and wages in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of wages, overtime and other supplementary pay deductions or credits. The pay day shall be every second Friday for all Bargaining Unit employees.

1) Effective July 1, 2001, all employees will receive an across-the-board increase of 2%.

2) Effective July 1, 2002, all employees will receive an across-the-board increase of 2%.

### **30.02 Method of Determining Percentage Wage Increase**

The percentage wage increase will be determined by calculating the projected wage increase that each employee will receive during the contract year as a percentage of the total wages paid during the previous contract year, to employees still employed as of the termination date of the present contract.

In calculating the wages paid for the previous contract year, the following procedures will apply:

- a) the total base salary, for all employees on June 30 (or such date as agreed to by both parties) of the previous contract year, less one-half (1/2) of the total cost of all annual increment steps effected on January 1 of the previous contract year;

all other adjustments and anomalies will be excluded from the calculation.

## **ARTICLE 31 - POLICIES**

### **31.01 TUITION FEES**

In order to encourage the professional development of our staff, the University shall register members of staff in Laurentian University courses without any charge for tuition fee if the person has completed the last course taken at Laurentian satisfactorily or if the person has not previously taken a Laurentian University course. If a member of staff enrolls in a course under this policy and does not complete it satisfactorily, that person must pass another course of equal cost for which full tuition has been paid before again becoming eligible for free tuition.

- 31.02 Changes to present policies and regulations or new policies and regulations pertaining to the Staff Union shall be discussed with the Union prior to implementation.

- 31.03 Any travel expenses for employees for authorized University travel will be paid in accordance with the policy set by the University from time to time after consultation with the Union.

- 31.04 Both parties agree that the mechanism of the handling of complaints concerning harassment will be through the approved Laurentian University policy and procedure relating to harassment. This does not affect anyone who wishes to file a grievance under Article 6.

## **ARTICLE 32 - TECHNOLOGICAL CHANGE**

- 32.01 A technological change is defined as a change in process, technology or equipment.

- 32.02 The University shall notify the Union in writing three (3) months prior to the introduction of any technological change which may affect employees, their wages, hours of work, duties, job descriptions and/or any other conditions of employment. Upon notification the parties shall meet as soon as possible in order to minimize the adverse effects of the technological change.

- 32.03 Where a position is altered due to technological change, the University shall endeavour to provide proper training during working hours in order to train an employee.

- 32.04 The University shall endeavour to find alternative employment opportunities at the employee's current salary grade and step within the University in the event of a lay-off or proposed lay-off of employees resulting from changes in the technology utilized by the University. If no appropriate opportunities are available, the affected employees shall be governed by the provisions of Article 10 - Seniority, Lay-Off and Recall, or Article 19 - Redundancy of Job.
- 32.05 An employee's position which has been affected by technological change, shall be evaluated in accordance with the Joint Job Evaluation System. No employee who has acquired seniority under the provisions of this agreement, shall suffer a reduction in salary as a result of such an evaluation.

### **ARTICLE 33 - DISCIPLINE, DISCHARGE AND PERSONNEL FILES**

- 33.01 No employee shall be disciplined or discharged without just cause.
- 33.02 An employee shall be accompanied by a representative of the Union on the occasion of an interview with a representative of management of the University where a formalized written warning, suspension or discharge is to be discussed.
- 33.03 Whenever the University deems it necessary to censure an employee, the University shall, within five (5) working days of the incident, give written particulars of such censure to the employee involved with a copy to the Union. The employee concerned shall sign such letter of censure indicating receipt of same. Nothing herein shall prevent the University from verbally reprimanding an employee, however, such verbal reprimand shall not form part of the employee's record.
- 33.04 Twelve (12) months after a warning, which may involve a letter of reprimand or discipline, has been issued, except a warning which indicates that a reoccurrence of a similar and/or related infraction may result in the termination of employment, the warning so given shall not be considered in subsequent disciplinary action and will be removed from the employee's employment record, provided there has been no reoccurrence of a similar and/or related infraction within the twelve (12) months.
- 33.05 Demotion shall not be used as a disciplinary measure.
- 33.06 **PERSONNEL FILES**

An employee shall have the right to examine all of her/his Personnel files during normal business hours provided the request is made in writing to the Director of Personnel with the provision that any confidential letters of recommendation shall be held confidential. However, employees may request and shall obtain the names of the authors of such confidential letters. Employees shall



have the right to have the University prepare, at reasonable intervals and at the employee's expense, copies of information in their Personnel files.

- 33.07 In the case of letter of censure, reprimand or criticism being added to the employee's file, the employee concerned shall be notified and required to read and initial such material. In the event of an alleged distortion or error, the employee shall have the right to include material pertinent to the alleged distortion or error. In the event of an error being established to the satisfaction of both parties, the file shall be corrected and the erroneous material removed.
- 33.08 Employees are encouraged to notify the Director of Personnel of any successful completion of relevant education program/conference/workshop or any enhancement of one's qualifications. This information will be placed in the employee's file.

#### **ARTICLE 34 - COPIES OF THE AGREEMENT**

- 34.01 The Union and the University desire every employee to be familiar with the provisions of this Agreement and her/his rights and obligations under it. For this reason the University and the Union shall contribute equally to the cost of printing sufficient copies of this Agreement in a Union Shop within thirty (30) days of signing.
- 34.02 New employees shall be given a copy of the Collective Agreement by the Personnel Office upon commencement of employment.
- 34.03 Copies of the Collective Agreement in the French language shall be available upon request.

#### **ARTICLE 35 - TRAINING**

- 35.01 The University agrees to grant LUSU employees during the study week in February, two (2) one-half (1/2) days with no loss in pay to attend related seminars, conferences or training courses organized by the Union and Personnel Services at the Laurentian campus for training and development. The University will contribute up to one thousand dollars (\$1,000) per year towards the cost of these sessions.
- 35.02 Employees who have been requested by the University to attend French or English language courses offered by the University will not be required to make up the time spent attending these courses.
- 35.03 Employees will be reimbursed for successful completion of any Cambrian College/Collège Boréal skills upgrading courses, previously approved by Personnel Services. Should the

employee be denied approval, he/she may appeal according to Article 17.08.

35.04 Employees will be required to submit appropriate receipts for reimbursement, with proof of successful completion of the program.

### **ARTICLE 36 - CLOTHING**

36.01 a) The University shall provide for employees in the Maintenance, Printing, Residence, and Operations departments, the following clothing and such clothing shall remain on the premises of the University and remain the property of the University:

1. coveralls (maximum 2 regular or 1 regular and 1 insulated). Worn coveralls will be turned in to obtain replacements as required. Not more than two (2) sets of coveralls will be supplied to an employee in any one (1) year;
2. gloves;
3. rainwear including rubber boots; (outside workers will receive one pair of rubber boots where indicated);
4. gloves and/or aprons in the Printing Department.

b) **Safety Footwear**

The University will subsidize the purchase of CSA approved safety footwear for those employees designated by the University to wear safety footwear, in the amount of one hundred and fifty dollars (\$150) every two years upon presentation of a valid sales receipt. Employees purchasing safety footwear under this Article shall be required to wear them while at work.

### **ARTICLE 37 - DURATION**

37.01 This Agreement shall be binding on the parties hereto and remain in effect from July 1, 2001, to June 30, 2003 and shall continue from year to year thereafter unless either party gives the other party notice in writing not more than ninety (90) days but not less than sixty (60) days prior to the 30th day of June in that year that it desires its termination, renewal or amendment. Within ten (10) working days of receipt of such notice by one party, the other party is required to enter into negotiations for the renewal and/or revision of the Agreement.

**DATED at Sudbury, this \_\_\_ day of \_\_\_\_\_, 2000.**

**SIGNED ON BEHALF OF:  
LAURENTIAN UNIVERSITY  
OF SUDBURY**

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**SIGNED ON BEHALF OF:  
LAURENTIAN UNIVERSITY  
STAFF UNION**

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**SCHEDULE "A"**

**SALARY SCHEDULE**

**FOR THE CLERICAL, TECHNICAL, ADMINISTRATIVE AND SERVICE UNIT**

**AS OF JULY 1, 2001: 2% ACROSS-THE-BOARD INCREASE**

STEP- GRADE	1	2	3	4	5	6	7
1	\$21,088	\$21,622	\$22,169	\$22,730	\$23,304	\$23,895	\$24,497
2	\$23,304	\$23,895	\$24,497	\$25,117	\$25,755	\$26,407	\$27,075
3	\$26,338	\$26,935	\$27,547	\$28,173	\$28,812	\$29,466	\$30,135
4	\$29,466	\$30,135	\$30,819	\$31,519	\$32,232	\$32,966	\$33,713
5	\$32,966	\$33,713	\$34,479	\$35,262	\$36,063	\$36,880	\$37,720
6	\$36,881	\$37,720	\$38,574	\$39,449	\$40,346	\$41,262	\$42,198
7	\$41,262	\$42,198	\$43,157	\$44,135	\$45,138	\$46,161	\$47,209
8	\$46,162	\$47,209	\$48,282	\$49,379	\$50,497	\$51,643	\$52,814
9	\$51,643	\$52,814	\$54,015	\$55,243	\$56,497	\$57,777	\$59,089

**AS OF JULY 1, 2002: 2% ACROSS-THE-BOARD INCREASE**

STEP-> GRADE	1	2	3	4	5	6	7
1	\$21,510	\$22,055	\$22,612	\$23,184	\$23,770	\$24,373	\$24,987
2	\$23,770	\$24,373	\$24,987	\$25,620	\$26,270	\$26,935	\$27,616
3	\$26,865	\$27,473	\$28,098	\$28,736	\$29,388	\$30,055	\$30,738
4	\$30,055	\$30,738	\$31,436	\$32,149	\$32,877	\$33,625	\$34,387
5	\$33,625	\$34,387	\$35,169	\$35,967	\$36,784	\$37,618	\$38,475
6	\$37,618	\$38,475	\$39,346	\$40,238	\$41,153	\$42,087	\$43,042
7	\$42,087	\$43,042	\$44,020	\$45,017	\$46,040	\$47,085	\$48,153
8	\$47,085	\$48,153	\$49,247	\$50,366	\$51,507	\$52,675	\$53,871
9	\$52,675	\$53,871	\$55,096	\$56,348	\$57,627	\$58,932	\$60,271

**STEP VALUE: GRADE 1 AND 2 = 2.53%**

**STEP VALUE: GRADE 3, up to and including GRADE 9 = 2.27%**

**FOR THE MAINTENANCE, PRINTING AND RESIDENCE GROUP:  
CLASSIFICATION AND HOURLY RATES OF PAY:**

Across-the-board increase of the hourly rate by 2.0%

**NOTE: Upon completion of the Job Evaluation exercise for this group, the salary scale will be harmonized with the CTAS salary scale retroactive to July 1, 2000**

<b>MAINTENANCE DEPARTMENT - RESIDENCES</b>	<b>July 1, 2001</b>	<b>July 1, 2002</b>
Trades A: Electrician	\$21.10	\$21.52
Trades A: Millwright	\$21.10	\$21.52
Trades A: Plumber	\$21.10	\$21.52
Trades B: Carpenter	\$19.83	\$20.23
Trades B: Motor Mechanic	\$19.83	\$20.23
Heavy Equipment Operator	\$17.64	\$17.99
Trades Helper, Residence	\$17.64	\$17.99
Truck/Bus Driver	\$17.15	\$17.49
General Laborer (Small Equipment Operator, Gardener)	\$15.45	\$15.76

**PRINTING DEPARTMENT**

Binder	\$15.80	\$16.12
Press Operator	\$15.80	\$16.12
Dark Room Operator	\$15.80	\$16.12
Messenger	\$11.04	\$11.26

Until the harmonization of the MPR Salary Scale with the CTAS salary scale occurs, rates during the probationary period of a new employee will be 15¢ per hour less than the above rates.

**APPRENTICE**

The rate shall be as per the Apprenticeship and Tradesman Qualification Act. R.S.O. 1970, Chapter 24, and amendments thereto and regulations passed thereunder.

<b>FOR THE OPERATIONS GROUP:</b>	<b>July 1, 2001</b>	<b>July 1, 2002</b>
Mechanic	\$19.28	\$19.67

Across-the-board increase of the hourly rate of 2%

**NOTE: Upon completion of the Job Evaluation exercise for this group, the salary scale will be harmonized with the CTAS salary scale retroactive to July 1, 2000.**

**NOTE: The probationary rate for this group will be according to the rates of the**

**MPR group as there will be no further hires to this group. Subsequent to harmonization of the MPR/OPS salary scale with the CTAS salary scale, the provisions of Article 8 and Article 9 will apply for probation.**

**SCHEDULE "B"**

**LAURENTIAN UNIVERSITY OF SUDBURY**

**SICK LEAVE PLAN**

WHEREAS a Sick Leave Plan is hereby established by the University for every employee eligible under Section 1(a) hereof and subject to the final authority of the University, the Administration of this system shall be vested in the University.

1. DEFINITION

- a) "EMPLOYEE" means all employees in the Bargaining Unit save and except:
    - 1) temporary employees employed for a fixed term or task;
    - 2) employees who have passed the normal retirement date (and are continued to be employed);
    - 3) probationary employees.
  - b) "LAURENTIAN UNIVERSITY" hereinafter called "The University".
  - c) "SICK LEAVE PLAN" hereinafter called the "Plan".
  - d) "SICK LEAVE CERTIFICATE" means a certificate, Form "A" attached to and forming part of this Plan verifying a claim for sick leave.
  - e) "SICK LEAVE ABSENCE" means absence from your regular attendance by sickness or other physical incapacity for which such leave of absence may be paid under this Plan.
2. The University shall have the power to do and perform all things necessary for the conduct of the Sick Leave Plan.
3. a) The University guarantees that every eligible employee shall have a guaranteed maximum of six (6) calendar months of sick leave absence at the employee's normal daily rate of pay in the event of sick leave absence.

- b) In order to have the sick leave period reinstated up to six (6) calendar months, an employee who has been on sick leave absence must return to work for one (1) full day in the case of an unrelated and different disability cause and for thirty (30) calendar days in the case of the same disability cause. The determination as to whether subsequent sick leave absences have unrelated and different disability causes shall be made by the Director of Health Services in consultation with a physician of the employee's choice.
  
- 4. Where an employee is absent due to accident and/or injury suffered during the course of her/his duties while in the employment of the University and is in receipt of Workplace Safety and Insurance Board, for each day for which the employee shall be absent, the employee will receive payment from the University for the difference between her/his regular wages and the Workplace Safety and Insurance Board benefit for a period of up to six (6) calendar months.
  
- 5. a) An employee shall report her/his illness to her/his immediate supervisor or her/his designate as soon as possible during the first (1) day on which he/she is absent from her/his work, and shall advise the supervisor or other designated individual as to the probable date of her/his return to work. In the event an employee is unable to return to work at the time expected, he/she shall re-notify her/his supervisor or other designated individual of her/his current circumstances. Whereby the probable date of her/his return to work cannot be established he/she will keep her/his supervisor or other designated individual informed weekly of her/his current condition. Failure to comply with the above provision may result in denial of sick leave pay.
  
- b) Upon the return to work of an employee, the approved sick leave certificate as set out in Form "A" which is attached hereto and forms part of this Plan, shall be completed by the employee concerned and filed with her/his immediate supervisor.

An employee may be requested by the University before her/his return to work, to produce a medical certificate for any illness in excess of three (3) consecutive working days. In such cases, the employee shall have her/his physician complete Form "A" marked "Physician's Portion" or submit an acceptable doctor's certificate.

An employee may be requested by the University to produce an acceptable doctor's certificate after ten (10) working days of illness. The certificate will state the approximate date of return. It is understood that the date of return can be adjusted as needed, with another doctor's certificate.

- c) The Sick Leave Certificate supported by the physician's completed portion or a separate physician's certificate, if required by the employee's immediate supervisor, shall be filed when the claim of an employee is for a day immediately preceding or succeeding a paid holiday, vacation leave preceding a Saturday or succeeding a Sunday. Any expenses incurred for a medical certificate(s) as required by the University shall be borne by the University.
6. a) Subject to subsection 6(b), no sick leave may be claimed for illness which occurs during any leave of absence without pay, vacation leave with pay, leave of absence due to pregnancy, paid holiday, period of lay-off, strike, quarantine or incarceration.
- b) **Sick Leave Substitution**
- Sick leave may be substituted for vacation leave with pay when the employee has demonstrated to the satisfaction of the Director of Health Services that he/she was incapacitated for five (5) working days or more during her/his vacation.
7. Where the University makes payment to the employee according to the above-mentioned terms or assumes liability therefore, the University is subrogated to all rights of recovery of the employee to the extent that the University has made payment to, or on behalf of, or for the benefit of the employee. The University may bring action in the name of the employee to enforce these rights. It is understood that such action will not result in any financial cost to the employee.
8. **Falsification**
- Falsification of any information required on Form "A" or other relevant information required by the University may result in dismissal or other disciplinary action, at the discretion of the University.



**LAURENTIAN UNIVERSITY**

**FORM "A"**

**SICK LEAVE CERTIFICATE**

**1) EMPLOYEE'S APPLICATION FOR SICK LEAVE ABSENCE**

I hereby apply for sick leave absence and certify that my absence was occasioned by (sickness) (accident) from \_\_\_\_\_ to \_\_\_\_\_ inclusive.

Total Days \_\_\_\_\_

**DATED** \_\_\_\_\_

\_\_\_\_\_  
**Employee's Signature**

.....

**2) PHYSICIAN'S CERTIFICATE**

I the undersigned, duly registered and qualified medical practitioner, certify that \_\_\_\_\_ was under my care for \_\_\_ days due to the above sickness and is fit to return to work at her/his position.

**DATED** \_\_\_\_\_ **Signature** \_\_\_\_\_

.....

**3) DECISION ON APPLICATION**

The above application

(1) is approved

(2) is not approved

(3) is approved but amended as follows:

DATED \_\_\_\_\_

\_\_\_\_\_  
Signature of Department Head

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**SCHEDULE "C"**

LUSU Bargaining Unit Positions

**SCHEDULE "D"**  
**LETTER OF UNDERSTANDING**  
**B E T W E E N:**

**LAURENTIAN UNIVERSITY OF SUDBURY**

Hereinafter called the "University"  
OF THE FIRST PART

- and -

**LAURENTIAN UNIVERSITY STAFF UNION**

Hereinafter called the "Union"  
OF THE SECOND PART

**RE: HOURS OF WORK AND STARTING  
AND STOPPING TIMES FOR RESIDENCE PORTERS**

**1. Single Students Residence Porter**

- eight (8) hours per day, forty (40) hours per week
- 8 a.m. to 4:30 p.m.; with one-half (1/2) hour unpaid lunch period per day.

**2. University College Residence Porters**

- Winter Session (from the third Monday in September to the final day of the winter term classes inclusively)
  - eight (8) hours per day, forty (40) hours per week.
  - two (2) shift rotation.
    - 4:00 p.m. to 12:00 a.m.
    - 12:00 a.m. to 8:00 a.m.
- Summer Session (from the day following the final day of the winter term classes to the 3rd Sunday in September inclusively)
  - eight (8) hours per day, forty (40) hours per week.
  - three (3) shift rotation
    - 7:00 a.m. to 3:00 p.m.
    - 3:00 p.m. to 11:00 p.m.
    - 11:00 p.m. to 7:00 a.m.

**SCHEDULE "E"**  
**LETTER OF UNDERSTANDING**  
**BETWEEN:**

**LAURENTIAN UNIVERSITY OF SUDBURY**

Hereinafter called the "University"  
OF THE FIRST PART

- and -

**LAURENTIAN UNIVERSITY STAFF UNION**

Hereinafter called the "Union"  
OF THE SECOND PART

**RE: PHYSICAL EDUCATION MEMBERSHIP**

The University agrees to renew its policy regarding Physical Education membership in the Physical Education Centre for staff members and their immediate dependents in accordance with the established guidelines and the rights and privileges of the Union members shall be the same as other employees of the University.

DATED at Sudbury, Ontario this \_\_\_\_ day of \_\_\_\_\_, 2000.

**SIGNED ON BEHALF OF:**  
**LAURENTIAN UNIVERSITY**  
**OF SUDBURY**

**SIGNED ON BEHALF OF:**  
**LAURENTIAN UNIVERSITY**  
**STAFF UNION**

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**SCHEDULE "F"**  
**LETTER OF UNDERSTANDING**  
**BETWEEN:**

**LAURENTIAN UNIVERSITY OF SUDBURY**

Hereinafter called the "**University**"  
OF THE FIRST PART

- and -

**LAURENTIAN UNIVERSITY STAFF UNION**

Hereinafter called the "**Union**"  
OF THE SECOND PART

**RE: Tuition Fees**

The University agrees that:

- a) Full-time and retired members of staff (an employee who is eligible to receive retirement benefits in accordance with the University Retirement Plan), dependents of deceased retired employees and dependents of employees deceased while in full-time employ of the University, employees receiving benefits under the Long-Term Disability Plan, their dependents and spouses shall be eligible for free tuition (not including incidental fees or foreign fee supplement) as of the effective date of the appointment. Dependents are defined as sons or daughters of a staff member (as defined above) who are entitled to be claimed as dependent children within the meaning of the Income Tax Act in the years in which tuition exemption is requested.
- b) A student qualifying for tuition exemption must remain in good standing. In the event of loss of good standing, the same course(s) or an equivalent one(s), however, may be taken at the student's expense in order to reinstate eligibility or good standing.
- c) Laurentian University reserves the right to modify or rescind this policy depending on the development of future government policy that has a bearing on this matter.

DATED at Sudbury, Ontario this \_\_\_ day of \_\_\_\_\_, 2000.

**SIGNED ON BEHALF OF:**  
**LAURENTIAN UNIVERSITY**  
**OF SUDBURY**

**SIGNED ON BEHALF OF:**  
**LAURENTIAN UNIVERSITY**  
**STAFF UNION**

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**SCHEDULE "G"**

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**LAURENTIAN UNIVERSITY OF SUDBURY**

Hereinafter called the "**University**"  
OF THE FIRST PART

- and -

**LAURENTIAN UNIVERSITY STAFF UNION**

Hereinafter called the "**Union**"  
OF THE SECOND PART

**RE: Starting and Stopping Times Schedule for position number 10-7-1, Athletic Therapist**

It is understood that the position of Athletic Therapist, position number 10-7-1 will have hours of work outside the regular working hours as set in Article 12.02 i) of the LU/LUSU Collective Agreement.

The hours are as follows:           September 1 to March 15  
11:30 a.m. to 7:00 p.m. (Monday to Friday)

During Home Varsity competitions, regular season or exhibitions, hours of work on Fridays shall be 3:00 p.m. to 10:30 p.m.

March 15 to April 30  
10:00 a.m. to 5:30 p.m. (Monday to Friday)

May 1 to August 31  
8:30 a.m. to 4:00 p.m.

DATED at Sudbury, Ontario this \_\_\_\_ day of \_\_\_\_\_, 2000.

**SIGNED ON BEHALF OF:  
LAURENTIAN UNIVERSITY  
OF SUDBURY**

**SIGNED ON BEHALF OF:  
LAURENTIAN UNIVERSITY  
STAFF UNION**

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**SCHEDULE "H"**  
**LETTER OF UNDERSTANDING**

**BETWEEN:**

**LAURENTIAN UNIVERSITY OF SUDBURY**  
Hereinafter called the "University"  
OF THE FIRST PART

- and -

**LAURENTIAN UNIVERSITY STAFF UNION**  
Hereinafter called the "Union"  
OF THE SECOND PART

**RE: STUDENTS**

Occasionally where a specific task occurs which must be completed in a short period of time such as tour guides, mail-outs or any other special projects, full-time and part-time Laurentian students may be hired during the academic year in the following departments: up to 20 student hours per week in Public Affairs; up to 20 students hours per week in Alumni/Development; up to 100 student hours per week in the Library for the purpose of shelving; up to 30 student hours per week in the Division of IILT; up to 70 student hours per week in Computer Sciences and Mathematics; and up to 25 student hours per week in the Department of Physical Plant, Planning and Security; up to 20 student hours per week in Student Affairs; up to 20 student hours per week in Financial Services; and up to 20 student hours per week in the Department of Physical Education.

Students who participate in the Ontario Work Study Plan, will be allowed to work during the official University hours.

DATED at Sudbury, Ontario, this \_\_\_ day of \_\_\_\_\_, 2000.

**SIGNED ON BEHALF OF:**  
**LAURENTIAN UNIVERSITY**  
**OF SUDBURY**

**SIGNED ON BEHALF OF:**  
**LAURENTIAN UNIVERSITY**  
**STAFF UNION**

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**SCHEDULE "I"**  
**LETTER OF UNDERSTANDING**  
**BETWEEN:**

**LAURENTIAN UNIVERSITY OF SUDBURY**

Hereinafter called the "**University**"  
OF THE FIRST PART

- and -

**LAURENTIAN UNIVERSITY STAFF UNION**

Hereinafter called the "**Union**"  
OF THE SECOND PART

**RE: Art Antonioni and Gerry Poulin - VACATION ENTITLEMENT**

It is agreed that Art Antonioni and Gerry Poulin will be entitled to vacations as per Article 15.01. Until their current vacation entitlement is the same as Article 15.01, they will be given additional days to be equal to their current vacations entitlement.

DATED at Sudbury, Ontario, this \_\_\_ day of \_\_\_\_\_, 2000.

**SIGNED ON BEHALF OF:**  
**LAURENTIAN UNIVERSITY**  
**OF SUDBURY**

**SIGNED ON BEHALF OF:**  
**LAURENTIAN UNIVERSITY**  
**STAFF UNION**

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**SCHEDULE "J"**  
**LETTER OF UNDERSTANDING**  
**BETWEEN:**

**LAURENTIAN UNIVERSITY OF SUDBURY**  
Hereinafter called the "University"  
OF THE FIRST PART

- and -

**LAURENTIAN UNIVERSITY STAFF UNION**  
Hereinafter called the "Union"  
OF THE SECOND PART

**RE: HEALTH AND WELFARE FOR LETTER OF UNDERSTANDING**  
**RE: MAINTENANCE, PRINTING AND RESIDENCES**

The University agrees to maintain its total contributions, at current rates, to its welfare plans which consist of:

- a) Ontario Health Insurance Plan - University contribution - 100%;
- b) Life Insurance - University contribution - 50%;
- c) Long-Term Disability - University contribution - 100%;
- d) Extended Health Care - University contribution - 65%;
- e) Dental Plan - University contribution - 50%; 1997 O.D.A. rates.

DATED at Sudbury, Ontario, this \_\_\_ day of \_\_\_\_\_, 2000.

**SIGNED ON BEHALF OF:**  
**LAURENTIAN UNIVERSITY**  
**OF SUDBURY**

**SIGNED ON BEHALF OF:**  
**LAURENTIAN UNIVERSITY**  
**STAFF UNION**

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**SCHEDULE "K"**  
**LETTER OF UNDERSTANDING**  
**BETWEEN:**

**LAURENTIAN UNIVERSITY OF SUDBURY**

Hereinafter called the "**University**"  
OF THE FIRST PART

- and -

**LAURENTIAN UNIVERSITY STAFF UNION**

Hereinafter called the "**Union**"  
OF THE SECOND PART

**RE: ART ANTONIONI AND GERRY POULIN : PARKING**

The University agrees to continue to provide free parking for ART ANTONIONI AND GERRY POULIN.

DATED at Sudbury, Ontario, this \_\_\_ day of \_\_\_\_\_, 2000.

**SIGNED ON BEHALF OF:**  
**LAURENTIAN UNIVERSITY**  
**OF SUDBURY**

**SIGNED ON BEHALF OF:**  
**LAURENTIAN UNIVERSITY**  
**STAFF UNION**

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**SCHEDULE "L"**  
**LETTER OF UNDERSTANDING**  
**BETWEEN:**

**LAURENTIAN UNIVERSITY OF SUDBURY**  
Hereinafter called the "University"  
OF THE FIRST PART

- and -

**LAURENTIAN UNIVERSITY STAFF UNION**  
Hereinafter called the "Union"  
OF THE SECOND PART

**RE: PRINTING DEPARTMENT**

In order to provide employees with an uninterrupted lunch period, the Printing Department will be closed during the scheduled lunch period.

DATED at Sudbury, Ontario this \_\_\_\_ day of \_\_\_\_\_, 2000.

**SIGNED ON BEHALF OF:**  
**LAURENTIAN UNIVERSITY**  
**OF SUDBURY**

**SIGNED ON BEHALF OF:**  
**LAURENTIAN UNIVERSITY**  
**STAFF UNION**

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**SCHEDULE "M" LETTER OF UNDERSTANDING**  
**BETWEEN:**

**LAURENTIAN UNIVERSITY OF SUDBURY**

Hereinafter called the "**University**"  
OF THE FIRST PART

- and -

**LAURENTIAN UNIVERSITY STAFF UNION**

Hereinafter called the "**Union**"  
OF THE SECOND PART

**RE: Letter of Understanding Regarding Job Evaluation for the Maintenance,  
Printing, Residence and Operations Group:**

It is agreed by the parties that the positions in Maintenance, Printing, Residence and Operations will be evaluated in accordance with the existing Joint Job Evaluation System by the Job Evaluation Committee according to the same terms applicable to all other job evaluation within the next two years.

As soon as the ratings are completed, the parties will meet to discuss appropriate placement on the salary grid. Resolution of this issue will take into consideration the integrity of the existing salary scale.

If no agreement can be reached either party may refer the matter to a mutually agreeable arbitrator for final resolution.

It is agreed between the parties that this measure satisfies the requirement of the Pay Equity Act and does not constitute a changed circumstance.

Retroactivity will be effective as of July 1, 2000. The parties agree that should the adjustment exceed \$30,000 the additional adjustments will be paid out in the following year.

It is also understood that any member assigned to a grade lower than their current salary, such employee shall maintain her/ his salary rate and, in the future, shall receive the same salary scale increase as is negotiated.

Until all positions are evaluated, the members will continue to receive the across-the-board increases as negotiated.

DATED at Sudbury, Ontario, this \_\_\_\_ day of \_\_\_\_\_, 2000.

**SIGNED ON BEHALF OF:  
LAURENTIAN UNIVERSITY  
OF SUDBURY**

**SIGNED ON BEHALF OF:  
LAURENTIAN UNIVERSITY  
STAFF UNION**

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**SCHEDULE "N" LETTER OF UNDERSTANDING**  
**BETWEEN:**

**LAURENTIAN UNIVERSITY OF SUDBURY**

Hereinafter called the "**University**"  
OF THE FIRST PART

- and -

**LAURENTIAN UNIVERSITY STAFF UNION**

Hereinafter called the "**Union**"  
OF THE SECOND PART

**Hours of Work for Maintenance, Printing and Residences**

The regular work week shall consist of eight (8) hours per day and forty (40) hours per week, commencing not earlier than 8 a.m., Monday through Friday, exclusive of a minimum of one-half (1/2) hour lunch period commencing at 12 noon.

DATED at Sudbury, Ontario, this \_\_\_\_ day of \_\_\_\_\_, 2000.

**SIGNED ON BEHALF OF:**  
**LAURENTIAN UNIVERSITY**  
**OF SUDBURY**

**SIGNED ON BEHALF OF:**  
**LAURENTIAN UNIVERSITY**  
**STAFF UNION**

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**SCHEDULE "0"**  
**LETTER OF UNDERSTANDING**

**B E T W E E N:**

**LAURENTIAN UNIVERSITY OF SUDBURY**

Hereinafter called the "**University**"  
OF THE FIRST PART

- and -

**LAURENTIAN UNIVERSITY STAFF UNION**

Hereinafter called the "**Union**"  
OF THE SECOND PART

**RE: HOURS OF WORK FOR OPERATIONS**

The regular work week shall begin on Sunday, 12:01 a.m. and shall consist during the current shift schedule of an average of forty (40) hours a week for each employee to be worked in accordance with the schedule of operations posted by the University from time to time.

DATED at Sudbury, Ontario, this \_\_\_\_ day of \_\_\_\_\_, 2000.

**SIGNED ON BEHALF OF:**  
**LAURENTIAN UNIVERSITY**  
**OF SUDBURY**

**SIGNED ON BEHALF OF:**  
**LAURENTIAN UNIVERSITY**  
**STAFF UNION**

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**SCHEDULE "P"**  
**LETTER OF UNDERSTANDING**  
**BETWEEN:**

**LAURENTIAN UNIVERSITY OF SUDBURY**

Hereinafter called the "University"

OF THE FIRST PART

- and -

**LAURENTIAN UNIVERSITY STAFF UNION**

Hereinafter called the "Union"

OF THE SECOND PART

**RE: CHRISTMAS HOLIDAY FOR THE CLASSIFICATION OF OPERATIONS**

The University shall grant to each employee in the Operations Department, one (1) day off work with pay for each day off work excluding paid holidays the University grants to the Laurentian University Staff Union during the Christmas season. These days off must be taken within one (1) year from the date they are earned. The days off must be scheduled by November 30th in each year. Employees shall receive the days off in accordance with the following:

The days off may be taken consecutively or separately provided there is mutual agreement between the employee and her/his immediate supervisor.

DATED at Sudbury, Ontario, this \_\_\_\_ day of \_\_\_\_\_, 2000.

**SIGNED ON BEHALF OF:**  
**LAURENTIAN UNIVERSITY**  
**OF SUDBURY**

**SIGNED ON BEHALF OF:**  
**LAURENTIAN UNIVERSITY**  
**STAFF UNION**

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**SCHEDULE "Q"**  
**LETTER OF UNDERSTANDING**  
**B E T W E E N:**

**LAURENTIAN UNIVERSITY OF SUDBURY**

Hereinafter called the "University"

OF THE FIRST PART

- and -

**LAURENTIAN UNIVERSITY STAFF UNION**

Hereinafter called the "Union"

OF THE SECOND PART

**RE: PAID LUNCH PERIOD FOR ART ANTONIONI AND GERRY POULIN**

Art Antonioni and Gerry Poulin will receive a thirty (30) minute paid meal break per day. It is understood that they shall not receive a rest period of fifteen (15) consecutive minutes, both in the first and second half of their work day.

DATED at Sudbury, Ontario, this \_\_\_\_ day of \_\_\_\_\_, 2000.

**SIGNED ON BEHALF OF:**  
**LAURENTIAN UNIVERSITY**  
**OF SUDBURY**

**SIGNED ON BEHALF OF:**  
**LAURENTIAN UNIVERSITY**  
**STAFF UNION**

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**SCHEDULE "R"**  
**LETTER OF UNDERSTANDING**  
**B E T W E E N:**

**LAURENTIAN UNIVERSITY OF SUDBURY**

Hereinafter called the "University"

OF THE FIRST PART

- and -

**LAURENTIAN UNIVERSITY STAFF UNION**

Hereinafter called the "Union"

OF THE SECOND PART

**RE: HEALTH AND WELFARE FOR LETTER OF UNDERSTANDING**  
**RE: OPERATIONS**

The University agrees to maintain its total contributions, at current rates, to its welfare plans which consist of:

- a) Ontario Health Insurance Plan - University contribution - 100%;
- b) Life Insurance - University contribution - 55%
- c) Long-Term Disability - Employee contribution - 100%;
- d) Extended Health Care - University contribution -100%;
- e) Dental Plan - University contribution - 50%; 1997 O.D.A. rates.

DATED at Sudbury, Ontario, this \_\_\_ day of \_\_\_\_\_, 2000.

**SIGNED ON BEHALF OF:**  
**LAURENTIAN UNIVERSITY**  
**OF SUDBURY**

**SIGNED ON BEHALF OF:**  
**LAURENTIAN UNIVERSITY**  
**STAFF UNION**

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**SCHEDULE "S"**  
**LETTER OF UNDERSTANDING**  
**BETWEEN:**

**LAURENTIAN UNIVERSITY OF SUDBURY**  
Hereinafter called the "University"  
OF THE FIRST PART

-and-

**LAURENTIAN UNIVERSITY STAFF UNION**  
Hereinafter called the "Union"  
OF THE SECOND PART

**RE: Sunday Premiums for Maintenance, Printing and Residences**

A premium of ninety (90¢) cents per hour shall be paid for each hour actually worked on Sunday. The Sunday premium is above and beyond straight-time or overtime pay and is not calculated in determining the overtime pay.

DATED at Sudbury, Ontario, this \_\_\_ day of \_\_\_\_\_, 2000.

**SIGNED ON BEHALF OF:**  
**LAURENTIAN UNIVERSITY**  
**OF SUDBURY**

**SIGNED ON BEHALF OF:**  
**LAURENTIAN UNIVERSITY**  
**STAFF UNION**

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**SCHEDULE "A"**

**SALARY SCHEDULE**

**FOR THE CLERICAL, TECHNICAL, ADMINISTRATIVE, AND SERVICE UNITS  
AT JULY 1, 2001: 2% ACROSS-THE-BOARD INCREASE**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>1</b>	\$21,088	\$21,622	\$22,169	\$22,730	\$23,304	\$23,895	\$24,497
<b>2</b>	\$23,304	\$23,895	\$24,497	\$25,117	\$25,755	\$26,407	\$27,075
<b>3</b>	\$26,338	\$26,935	\$27,547	\$28,173	\$28,812	\$29,466	\$30,135
<b>4</b>	\$29,466	\$30,135	\$30,819	\$31,519	\$32,232	\$32,966	\$33,713
<b>5</b>	\$32,966	\$33,713	\$34,479	\$35,262	\$36,063	\$36,880	\$37,720
<b>6</b>	\$36,881	\$37,720	\$38,574	\$39,449	\$40,346	\$41,262	\$42,198
<b>7</b>	\$41,262	\$42,198	\$43,157	\$44,135	\$45,138	\$46,161	\$47,209
<b>8</b>	\$46,162	\$47,209	\$48,282	\$49,379	\$50,497	\$51,643	\$52,814
<b>9</b>	\$51,643	\$52,814	\$54,015	\$55,243	\$56,497	\$57,777	\$59,089

**AT JULY 1, 2002, ACROSS-THE-BOARD INCREASE**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>1</b>	\$21,510	\$22,055	\$22,612	\$23,184	\$23,770	\$24,373	\$24,987
<b>2</b>	\$23,770	\$24,373	\$24,987	\$25,620	\$26,270	\$26,935	\$27,616
<b>3</b>	\$26,865	\$27,473	\$28,098	\$28,736	\$29,388	\$30,055	\$30,738
<b>4</b>	\$30,055	\$30,738	\$31,436	\$32,149	\$32,877	\$33,625	\$34,387
<b>5</b>	\$33,625	\$34,387	\$35,169	\$35,967	\$36,784	\$37,618	\$38,475
<b>6</b>	\$37,618	\$38,475	\$39,346	\$40,238	\$41,153	\$42,087	\$43,042
<b>7</b>	\$42,087	\$43,042	\$44,020	\$45,017	\$46,040	\$47,085	\$48,153
<b>8</b>	\$47,085	\$48,153	\$49,247	\$50,366	\$51,507	\$52,675	\$53,871
<b>9</b>	\$52,675	\$53,871	\$55,096	\$56,348	\$57,627	\$58,932	\$60,271

**STEP VALUE: GRADES 1 AND 2 = 2.53%**  
**STEP VALUE: GRADE 3, UP TO AND INCLUDING GRADE 9 = 2.27%**

**FOR THE MAINTENANCE, PRINTING, AND RESIDENCE GROUP  
CLASSIFICATION AND HOURLY RATES OF PAY**

Across-the-board increase of the hourly rate by 2.0%

**NOTE: Upon completion of the Job Evaluation exercise for this group, the salary scale will be harmonized with the CTAS salary scale retroactive to July 1, 2000**

<b>MAINTENANCE DEPARTMENT - RESIDENCES</b>	<b>July 1, 2001</b>	<b>July 1, 2002</b>
Trades A: Electrician	\$21.10	\$21.52
Trades A: Millwright	\$21.10	\$21.52
Trades A: Plumber	\$21.10	\$21.52
Trades B: Carpenter	\$19.83	\$20.23
Trades B: Motor Mechanic	\$19.83	\$20.23
Heavy Equipment Operator	\$17.64	\$17.99
Trades Helper, Residence	\$17.64	\$17.99
Truck/Bus Driver	\$17.15	\$17.49
General Laborer (Small Equipment Operator, Gardener)	\$15.45	\$15.76

**PRINTING DEPARTMENT**

Binder	\$15.80	\$16.12
Press Operator	\$15.80	\$16.12
Dark Room Operator	\$15.80	\$16.12
Messenger	\$11.04	\$11.26

Until the harmonization of the MPR Salary Scale with the CTAS salary scale occurs, rates during the probationary period of a new employee will be 15¢ per hour less than the above rates.

**APPRENTICE**

The rate shall be as per the Apprenticeship and Tradesman Qualification Act. R.S.O. 1970, Chapter 24, and amendments thereto and regulations passed thereunder.

<b>FOR THE OPERATIONS GROUP:</b>	<b>July 1, 2001</b>	<b>July 1, 2002</b>
Mechanic	\$19.28	\$19.67

Across-the-board increase of the hourly rate of 2%

**NOTE: Upon completion of the Job Evaluation exercise for this group, the salary scale will be harmonized with the CTAS salary scale retroactive to July 1, 2000.**

**NOTE: The probationary rate for this group will be according to the rates of the MPR group as there will be no further hires to this group. Subsequent to harmonization of the MPR/OPS**

**salary scale with the CTAS salary scale, the provisions of Article 8 and Article 9 will apply for probation.**