

Schedule “A”

List of Terminated LUFA Members

See the attached password-protected spreadsheet.

Schedule “B”**List of Terminated Counsellor**

See the attached password-protected spreadsheet.

Schedule “C”

Salary

The parties agree to the following:

Each member of the bargaining unit will take 5 furlough days in each of 2021-22, 2022-23 and 2023-24 to be processed as one day per month between July and November.

The parties agree to amend the following language in Article 8.10

8.10.1 The salary of each Member shall be composed of the base salary of each Member as of June 30, 2020 as modified by the following items:

- a) For July 1, 2020, a scale increase of **zero percent (0%)** of the Member's regular salary.
- b) For July 1, 2020, **no Progress-Through-The-Ranks** increment or merit award for the evaluation carried out for the year 2019-20.
- c) Additional qualification increments shall be awarded pursuant to Article 8.30 – Additional Qualifications Increments in an amount of \$2,900.
- d) Promotion increments shall be awarded according to Articles 8.15 – Progress-Through-The-Ranks Increments regardless of breakpoints.

8.10.2 The salary of each Member shall be composed of the base salary of each Member as of **May 1**, 2021 as modified by the following items:

- (a) For **May 1**, 2021, a scale decrease of five percent (5%) of the Member's regular salary.
- (b) For July 1, 2021, no Progress-Through-The-Ranks increment or merit award for the evaluation carried out for the year 2020-21.
- (c) Additional qualification increments shall be awarded pursuant to Article 8.30 – Additional Qualifications Increments in an amount of \$2,900.
- (d) Promotion increments shall be awarded according to Articles 8.15 – Progress-Through-The-Ranks Increments regardless of breakpoints.

8.10.3 The salary of each Member shall be composed of the base salary of each Member as of June 30, 2022 as modified by the following items:

- (a) For July 1, 2022, a scale increase of one percent (1%) of the Member's regular salary.

- (b) For July 1, 2022, a Progress-Through-The-Ranks increment for the evaluation carried out for the year 2021-2022 as described in Article 8.20 – Procedures for the Award/Denial of a Progress-Through-The-Ranks Increment. The Progress-Through-The-Ranks increments shall have a value of two thousand nine hundred dollars (\$2,900).
- (c) Additional qualification increments shall be awarded pursuant to Article 8.30 – Additional Qualifications Increments in an amount of \$2,900.
- (d) Promotion or Merit increments shall be awarded according to Articles 8.15 – Progress-Through-The-Ranks Increments and Article 8.25 – Merit Increments, regardless of breakpoints.

8.10.4 The salary of each Member shall be composed of the base salary of each Member as of June 30, 2023 as modified by the following items:

- (a) For July 1, 2023, a scale increase of one percent (1%) of the Member's regular salary.
- (b) For July 1, 2023, a Progress-Through-The-Ranks increment for the evaluation carried out for the year 2022-2023 as described in Article 8.20 – Procedures for the Award/Denial of a Progress-Through-The-Ranks Increment. The Progress-Through-The-Ranks increments shall have a value of two thousand nine hundred dollars (\$2,900).
- (c) Additional qualification increments shall be awarded pursuant to Article 8.30 – Additional Qualifications Increments in an amount of \$2,900.
- (d) Promotion or Merit increments shall be awarded according to Articles 8.15 – Progress-Through-The-Ranks Increments and Article 8.25 – Merit Increments, regardless of breakpoints.

8.10.5 The salary of each Member shall be composed of the base salary of each Member as of June 30, 2024 as modified by the following items:

- (a) For July 1, 2024, a scale increase of one percent (1%) of the Member's regular salary.
- (b) For July 1, 2024, a Progress-Through-The-Ranks increment for the evaluation carried out for the year 2023-2024 as described in Article 8.20 – Procedures for the Award/Denial of a Progress-Through-The-Ranks Increment. The Progress-Through-The-Ranks increments shall have a value of two thousand nine hundred dollars (\$2,900).
- (c) Additional qualification increments shall be awarded pursuant to Article 8.30 – Additional Qualifications Increments in an amount of \$2,900.

- (d) Promotion or Merit increments shall be awarded according to Articles 8.15 – Progress-Through-The-Ranks Increments and Article 8.25 – Merit Increments, regardless of breakpoints.

Schedule “D”**Professional Development Expenditures**

The parties agree that Professional Development Expenditures, as per Articles 4.70.1 and 6.45.1, will not be allocated and/or paid out for the 2020-2021 academic year. In addition, any outstanding balances from previous years will not be carried over.

It is understood that this measure will be applied equally to the Professional Development Allowances contractually provided to any Senior Academic Administrators or applicable Laurentian University Administrative and Professional Staff.

Schedule “E”

Workload Across All Faculties

The parties agree to amend the following language in Article 5.40.4 (a):

- (a) Teaching Members: In the assignment of teaching loads by the Deans, in consultation with the academic Departments/Schools, the maximum normal teaching load per academic year shall be ~~two (2) full courses or twelve (12) credit equivalents in the Faculty of Science, Engineering and Architecture and~~ two and one-half (2 ½) full courses or fifteen (15) credit equivalents in **all** ~~other~~ Faculties.

Schedule “F”**Laurentian University Research Fund (LURF)**

The parties agree to suspend obligations under 6.25.1 for the term of this Collective Agreement.

Schedule “G”**LURF Additional Fund**

The parties agree to suspend obligations under 6.25.2 for the term of this Collective Agreement.

Schedule “H”

Cancellation for Sessionals

Laurentian requests to amend the following language in Article 4.52.1 (d):

Cancellation Articles shall be used only where there is good reason to believe that enrolment levels may be vulnerable. In the event that a sessional contract is cancelled within 15 days of the course start date, of a cancellation the Employer shall:

Attempt to find work of equivalent value for which the Sessional Member is qualified; and failing this

Shall pay a cancellation fee of fifteen percent (15%) of the agreed salary as outlined in the Letter of Appointment.

Members who conduct instruction through distance education delivery modes shall be paid two hundred and fifty dollars (\$250).

Sessional Members shall accrue Sessional Seniority for all cancelled courses once they have achieved establishment. Cancelled courses shall not count toward establishment.

The parties agree to have this issue addressed by way of binding arbitration.

Schedule "I"

Gym Memberships

The parties agree to delete articles 4.60.1 and 8.60.1 of the Collective Agreement. It is further understood that other employee groups shall not receive a free or preferential rate for access to the Physical Education Centre.

4.60.1 Sessional Members and their spouse and dependants as defined for full-time Members are eligible for Physical Education Centre (Sudbury Campus) membership and locker for the academic year in which they are employed, subject to the payment of the annual service fee and locker rental fee as established by the Division of Physical Education.

8.60.1 As of the effective date of appointment, all full-time Members, their spouses and dependants as defined in Article 8.50 – Tuition Fee Exemption and Spousal Library Card shall be eligible for free Physical Education Centre membership subject to the payment of an annual service fee and locker rental fee as established by the Division of Physical Education.

As a result of the above, the following articles are moot and Laurentian and LUFA agree that any references to fees and access to the Physical Education Facilities and/or any subsidies for other gym memberships should be deleted. These include:

Article 4.60.2 - (Gym Membership for Sessional Members teaching at the Barrie Campus)

Article 5.90.3 (d) - (Retirees)

Article 10.10.18 (e) – Members terminated through Redundancy

Article 10.15.22 (e) – Members terminated through Financial Exigency

~~**4.60.2** Sessional Members teaching at the Barrie campus will be reimbursed by the University up to two hundred and fifty dollars (\$250) for an individual gym membership, or five hundred dollars (\$500) for a family gym membership, upon production of receipts.~~

~~**5.90.3** Members retired from this University shall retain:~~

~~(d) The same eligibility for free Physical Education Centre membership for themselves, their spouses and their dependants as full-time Members, as per Article 8.60 – Physical Education Facilities.~~

~~**10.10.18** All Members who are on tenured or three (3) year probationary appointments, and whose appointments are terminated pursuant to this Article (Redundancy) shall have rights as set out hereafter:~~

~~(e) Eligibility for themselves and their dependants for exemption from tuition and Physical Education fees until suitable alternative employment is secured or for three (3) years in the case of a Member on a three (3) year probationary appointment or for five (5) years in the case of a tenured Member if suitable alternative employment has not been secured.~~

~~10.15.22 All tenured and probationary Members whose appointments are terminated pursuant to this Article shall have rights as set out hereafter:~~

- ~~—(e)— Eligibility for themselves and their dependants for exemption from tuition and Physical Education fees until suitable alternative employment is secured or for three (3) years, whichever is less.~~

Schedule “J”**Letter of Understanding – Revenue Stream Creation**

[INTENTIONALLY WITHDRAWN]

Schedule “K”

Tuition Exemption

The parties agree to amend the following language in Articles 8.50:

8.50.1 The following shall be eligible for Tuition Fee Exemption.

- (a) All full-time Members as of the effective date of appointment and all retired full-time Members.
- (b) Spouses and dependants of all full-time Members, ~~of retired full-time Members, of deceased retired Members~~ and of Members who died while in the full-time employ of the University. Dependants include wife and husband (including common-law relationships), children up to the age of twenty-six (26) years (including natural, step, and adopted children, wards and other children for whom the Member is the primary caregiver).

8.50.2 Exemption from tuition fees is subject to the following conditions:

- (a) A student must remain in good standing as defined by the Registrar's Office in order to qualify for tuition exemption. In the event of loss of good standing, the same course(s) or an equivalent one(s) may be taken at the student's expense in order to reinstate good standing and eligibility.
- (b) Students who are eligible for an exemption from tuition fees are not exempted from the payment of incidental fees.
- (c) To the extent that a grant is specifically given to defray tuition a student who receives a grant is not eligible for exemption from tuition fees.
- (d) To the extent that tuition is reduced by a Laurentian University tuition scholarship, the student is not eligible for exemption from tuition fees. Where the funds are from an outside source this condition does not apply.
- (e) **International tuition fees will only be covered up to the rate of domestic tuition fees. The remaining balance is the responsibility of the student.**

Schedule “L”**Redundancy**

[INTENTIONALLY WITHDRAWN].

Schedule “M”

Coordinator Credits

Laurentian has requested to eliminate paragraph two in Article 5.40.4 (a):

~~Effective July 1st, 2017 the current practices (2014-2017) regarding the application of coordinator credits and student supervision shall not change.~~

Laurentian has requested to amend 5.40.3 (b) (v) as follows:

All non-instructional work, **including coordination duties**, with a credit weighting or stipend and a code identifying the nature of the work.

The parties agree that this issue will be dealt with by way of binding arbitration.

Schedule “N”

Course Buyouts

Laurentian requests to amend the following language in Article 5.40.10 (b):

In order to promote scholarly activity, as defined by section B) Scholarly Activity of Article 5.15 – Rights, Responsibilities and Duties of Academics within the University, a Member may have her/his teaching/library service workload altered. Requests for workload reductions as a result of other paid activity shall be considered in accordance with the provisions of Article 7.35 – Voluntary Reduced Workload. However, contract research where the Member is paid a stipend not to exceed twenty thousand dollars (\$20,000) for her/his services may be considered under this provision.

- (b) With compensation to the University: A Member with a regular teaching load may elect to buy-out of up to fifteen (15) credits of teaching load over five (5) years, not to exceed six (6) credits per year, or the equivalent of professional library service in order to concentrate on research activities. It is acknowledged that certain grants may require a reduction in teaching loads exceeding fifteen (15) credits. The buyout must be applied for no later than February 1 of the year preceding the academic year for which it is requested and the Dean/University Librarian shall not unreasonably refuse such request. The Dean/University Librarian shall communicate her/his decision by April 1. A Member taking advantage of this provision will be ineligible to receive an overload course during the same period. The buy-out shall **be charged to the Faculty Member at the total rate of pay for established sessionals plus 12%.** ~~cover the actual cost (including benefits) to replace the teaching/professional library work but shall not exceed the overload or sessional rate of pay as appropriate.~~ A Member shall not be refused such a request for two (2) consecutive years.

The parties agree to have this issue addressed by way of binding arbitration.

Schedule “O”

Low Enrollment Courses

Laurentian requests to amend the following language in Article 5.40.4 and 5.40.7:

The composition of the workload of Members may vary with their discipline, and will take into account the capabilities of the Members, the need to maximize their potential and any obligations placed on them within the University's operations, consistent with the terms of this Collective Agreement. In the assignment of teaching loads, the Deans, in consultation with the Departments/Schools, shall consider not only the number of courses taught by a Member, but the size and type of such courses as well as administrative and other duties. Members' workloads shall also be subject to the following maximum norms for assigned workloads.

- d. The Parties agree that it is mutually beneficial to allow Members to bank or owe teaching credits as outlined below. The banking or owing of teaching credits will be permitted in the following cases:
 - i. The Member proposes to arrange a teaching-reduced or teaching-free term for the purposes of scholarly activity
 - ii. The total credit value of the Member's normal assigned teaching load deviates by not more than six (6) credits from the normal maximum teaching load
 - iii. The Member undertakes academic supervision of an individual student pursuant to Article 5.40.8 (h)
 - iv. Courses assigned as part of the Member's normal workload are cancelled **due to low enrolment**. ~~zero-enrolment~~

5.40.7 Once assigned, workloads shall not be altered except in cases of emergency. If a proposed workload must be altered, such alteration will be taken into consideration in the annual performance evaluation. However, alterations for reasonable program requirements and low enrolment may be made **within 30 days of the start of the term in which the course is being offered**.

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

Any alteration to a Member's workload, including any associated overload payments shall be communicated to each Member of the Department/School within five (5) working days after the Member has been formally notified of the change.

Notwithstanding the provisions of this Article, when an assigned course(s) is cancelled because of low enrolment ~~zero-registration~~ in the course(s) there arises an obligation on the part of the Member to undertake additional work in order to maintain fairness and equity within the Department/School. The nature and extent of such work shall be determined in

discussions between the Member, the Chair of the Department/School and the Dean. In the event that the Member was scheduled to receive an overload stipend such a stipend should be reduced appropriately. In the case where additional work assigned is in the form of a course, such course shall be one the Member has taught in the last two (2) years, unless otherwise agreed to by the Member.

The parties agree to have this issue addressed by way of binding arbitration.

Schedule “P”**Additional Matters for Binding Arbitration**

The parties agree the following matters will be sent for binding arbitration:

1. Pregnancy, Parental and Adoption Leaves
2. Faculty Personnel Committees
3. Outsourcing
4. Senior Academic Administrators – nomination process
5. Reimbursement for workload of union executives

Schedule “Q”**New Course Preparation**

The parties agree to suspend the language in Article 5.40.8 (d) for the duration of this agreement.

Schedule “R”

Thesis Supervision

The parties agree to amend the following language in Article 5.40.8:

- (g) Full-time Members teaching in programs where the preparation of a thesis is mandatory for students have an obligation to participate in the thesis supervision provided that they are qualified to do so. However, the Parties agree that the close working relationship desirable for the successful preparation of a thesis is best achieved under conditions that allow for mutual choice on the part of the Member and the student before entering the supervisor/student relationship.
- (h) ~~Notwithstanding Article 5.40.6 (e) above, w~~ When a Member undertakes academic supervision of an individual student in a program offered by Laurentian University, ~~when such work is over and above the normal workload,~~ such supervisory work shall be recognized upon its successful defence or completion as follows:

Supervisory work	Credit value	Monetary value at \$1,000 / credit
PhD Thesis	3	\$3,000
Master’s Thesis or Advanced Practicum in Social Work	1	\$1,000
PhD or Master’s Research Project, Research Essay, Directed Reading Seminar or Independent Study	½	\$500
Undergraduate Thesis or School of Architecture Master’s Thesis	¼	\$333
Undergraduate Directed Reading Seminar or Independent Study where mandatory	¼	\$250

- (i) The above ~~credits~~ **compensation** may be shared by agreement between two (2) or more Members who have contributed to the thesis or other supervision. In cases of disagreement, the Dean shall arbitrate the proportions.
- (ii) ~~A Member’s teaching credits for individual supervisions as outlined in this paragraph can be accumulated towards a reduction of the Member’s normal teaching load to a maximum of three (3) credits release per academic year. Unused credits can be carried over to subsequent years. The scheduling of the reduction shall be with the mutual agreement of the Member and her/his Dean.~~
- (iii) ~~Alternatively, Members may~~ **will** be paid the ~~credit~~ **monetary** value accumulated for any supervisory work in their professional expenditure account. ~~At any time, Members may transfer the monetary value of the accumulated credits into their professional development expenditure account.~~

- (iv) Once the supervisory work has been completed, it shall be the responsibility of the Member to report such completion to the Dean on a form co-signed by her/his Chair/Director. The Dean's Office shall ~~either register the credit on the Member's workload credit account to be created in Datatel or~~ **arrange for the transfer of funds to the Member's professional development expenditure account within 60 days of approval, as the Member directs.**
- (v) Based on existing program requirements, the Dean shall identify those programs which have mandatory supervisory needs as per Article 5.40.8 (g) above. Any Member planning to supervise an individual student in another program ~~for credit~~ under this paragraph needs the prior authorization of the Dean.
- ~~(vi) Research Chairs shall be eligible for the monetary value only in Articles 5.40.8 (h) (i) to 5.40.8 (h) (iv) above.~~

The parties agree that the sole issue of whether the transfer of funds pursuant to paragraph (h)(iv) above will be processed within 30 or 60 days of approval will be addressed by way of binding arbitration.

Schedule “S”

Expedited Mediation and Arbitration Processes

The parties agree on the following letter of understanding, which would expire on June 30, 2025:

EXPEDITED MED-ARBITRATION

1. The parties may be represented by legal counsel for the expedited med-arbitration dates;
2. The parties will agree to up to four (4) dates for expedited med-arbitration for each year of the term of the Collective Agreement;
3. At least sixty (60) days prior to each expedited med-arbitration date the parties will agree on the grievances to be dealt with on that day;
4. The parties will schedule up to three (3) grievances to be heard on each expedited med-arbitration date.
5. Forty-five (45) days prior to each expedited med-arbitration date a party may make requests for production of documents from the other party. Disclosure will be provided within fifteen (15) days.
6. Each grievance proceeding to expedited med-arbitration will be heard and determined on the basis of written briefs prepared by the parties as supplemented by brief oral arguments.
7. The parties will exchange written briefs at least fourteen (14) days in advance of the expedited med-arbitration.
8. The parties' written briefs for each expedited med-arbitration will contain a summary of the facts the party will rely on, a copy of all documents that the party will rely on in support of its case, as well a written argument in summary form and a copy of all cases on which the party relies. The briefs will be sent to the med-arbitrator seven (7) days in advance of the med-arbitration date.
9. In the event that a party does not deliver its written brief within the time required under paragraph 7 above, or with the content required under paragraph 7 above, the other party may, at its sole discretion cancel the med-arbitration date.
10. Any procedural disputes shall be resolved by the arbitrator assigned to the med-arbitration date in question on an expedited basis.
11. Awards arising out of this process are non-precedential and may not be referred to or relied upon by the Parties in any other proceedings unless mutually agreed otherwise. Negotiated settlements may or may not be precedential as agreed by the parties.
12. The med-arbitration will be heard by the following Arbitrators on a rotational basis: William Kaplan, Sheri Price, Elizabeth McIntyre and Brian Sheehan.

Schedule “T”**Existing Practices**

[INTENTIONALLY WITHDRAWN]

Schedule “X”

Transparency and Oversight

The parties agree on the following actions to be taken by the University in response to the Union’s concerns on transparency and oversight:

1. Laurentian will jointly propose that the *Laurentian University of Sudbury Act* be amended to permit up to 2 faculty to be voting members of the Board as soon as practicable;
2. Laurentian will undertake a governance review, including with the assistance of an experienced external advisor;
3. Legislative amendments to permit (1) will be included as part of any Plan of Arrangement.

Schedule “Y”

The parties agree to the following changes:

Definitions- Article 1.30

(j) University Librarian shall mean the University Librarian duly appointed or the University Librarian’s designate ~~the officer in charge of the University Library and Archives.~~

Professional Practice for Librarians and Archivists shall mean contribution to the selection, development and implementation of strategic directions, priorities, policies, procedures and standards for the resources and services offered by the Library and the Archives.

Academic Workload- 5.40

5.40.3 (c) Establishing the Professional Practice Component of Individual Workloads – Librarians

(a) In considering the professional practice component of individual workloads, relevant factors include the following, as applicable:

1. Development, management and evaluation of information resource collections;
2. Provision of specialized and general reference services;
3. Appraisal, acquisition, control, storage, preservation and conservation of information resources and collections;
4. Management of material library resources;
5. Selection, development, implementation and management of information systems designed to enable access to library services and resources, build digital collections, and facilitate scholarly communication;
6. Provision of information literacy and curriculum support including programming, collaboration, instruction and teaching;
7. Faculty outreach and liaison, including participation in research and support for scholarly communication;
8. Evaluation, measurement and analysis of user needs and library services and resources;
9. Research services, extension, and other activities related to programs at the University; and
10. Any other relevant activities.

Schedule “Z”

The parties agree that the Retiree Health Benefits Plan (RHBP) will cease to exist and all Collective Agreement references will be eliminated. Faculty members shall be entitled to file claims as part of any CCAA claims process for the amount of contributions made by the faculty member to the RHBP.

Schedule “AA”

RECALL RIGHTS

The parties agree to amend the following language in articles 10.10.18 (b) and 10.15.22 (b):

a) Full-time Members

Any full-time Member whose employment is terminated through the insolvency proceedings in Court file CV- 21-656040-00CL will have the rights provided in Article 10.10 ~~10.10.18(b)~~ and shall be granted recall rights to any new academic positions created and any academic vacancies which arise at the University in accordance with the conditions, processes and timeframes set out in Article 10.10.18(b) as amended below.

(b) Members who have not reached the normal retirement age shall be granted, in order of seniority, first ~~First~~ right of refusal ~~to all academic vacancies within Laurentian University for which they have academic competences judged by the Vice-President, Academic and Provost in consultation with the Department/School to which the individual is to be appointed~~ unless the Employer can substantiate that the post cannot be filled by the member ~~or by a re-arrangement of the duties of other members of the same academic unit~~ for a period of three (3) years for a Member on a three (3) year probationary appointment and five (5) years for a tenured Member from the effective date of termination. Individuals who accept such positions shall return to the University at the rank they held when their appointments were terminated, with full recognition for years of service at Laurentian. Disputes arising out of these recall procedures are referable to the grievance and arbitration process set out in this Collective Agreement.

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

b) Sessional Members

Sessional members shall have the right to remain on the roster and exercise roster, seniority and establishment rights for any courses they have earned seniority or establishment rights with respect to, or which are substantially similar to courses for which they earned seniority and establishment rights. Sessional members shall have the right to exercise roster, seniority and establishment rights in any Department/School which offers any such courses regardless of whether they earned their seniority and establishment rights in the Department or School now offering such courses.

Article 4.15.8 shall not apply.

Despite Article 4.15.6, for the duration of the renewed Collective Agreement, where no other member has establishment rights, establishment rights shall not be specific to the medium, location and language of course for all members who have earned establishment rights prior to April 30, 2021.

Notice of all sessional contracts to be filled will be provided on a University wide basis.

Schedule “BB”

LUFA agrees to the following:

- a) To withdraw any claim for monetary relief in the Unfair Labour Practice complaint.
- b) To withdraw the Judicial Review Application.

**Schedule “CC”
Counsellors**

The parties agree on the following actions to be taken by the University in response to the Union’s concerns regarding Counsellors:

Counsellors

Upon the completion of negotiations of a first collective agreement for the newly certified Counsellors, the University will enter into a Memorandum of Settlement respecting such negotiations, and attaching the resulting agreement to the LUFA Collective Agreement.

The parties shall make such amendments to the terms of the LUFA Collective Agreement as are required to give effect to the terms of the Memorandum of Settlement respecting the Counsellors bargaining unit.

Article 2.15.1 will be amended to add as a 4th paragraph that the bargaining unit includes:

- All persons employed by Laurentian University in the job classification of Counsellors, save and except, managers and persons above the rank of manager and for persons any bargaining agent held bargaining rights as of April 9, 2020.

Schedule “DD”

Article 9.20 – Term of Office of Chairs/Directors

The parties agree to changes to the following language in article 9.20:

9.20.2

Should Chairs/Directors not be able to carry out their duties for ~~four (4)~~ **six (6)** months or less, the Chairs/Directors shall make provision for the take-over of their duties in consultation with the Department/School and Dean/University Librarian.

9.20.3

If the absence is for a period of longer than ~~four (4)~~ **six (6)** months, the Chairs/Directors shall relinquish her/his title and a new Chair/Director shall be selected according to the procedures set out in Article 9.15 – Selection of Chairs/Directors.

The parties agree to the following accepted editorial changes:

ACCEPTED

ARTICLE 1.30 – DEFINITIONS

(z) Clinician shall mean a Member hitherto a Member of the Bargaining Unit designated by the May 6, 2018 OLRB certificate.

ARTICLE 2.15 – RECOGNITION OF THE BARGAINING UNIT

2.15.1 Laurentian University Faculty Association represents:

All Members of faculty, including professional librarians and archivists employed by Laurentian University of Sudbury in the Regional Municipality of Greater Sudbury;

All Members of faculty employed by Laurentian University to teach courses for degree credit at locations outside the Regional Municipality of Greater Sudbury; and

All persons employed by Laurentian University through the Centre for Continuing Education (CCE) to conduct instruction at off-campus centres located outside the Regional Municipality of Greater Sudbury or through distance Education Delivery modes.

All persons employed by Laurentian University as Clinical Teachers, Clinical Instructors, Clinical Educators and Clinical Advisors ~~save and except administrators at or above the rank of Director or academic staff at or above the rank of Dean.~~

~~All persons employed by Laurentian University as Clinicians save and except administrators at or above the rank of Director or academic staff at or above the rank of Dean and persons who are members of another bargaining unit as of the date of certification.~~ Clarity Note: The parties agree that clinicians employed in the University's Health Clinic and/or the Department of Student Life are not included in the bargaining unit.

Save and Except:

Administrative Staff, at or above the rank of Director;

Academic Staff, at or above the rank of Associate Dean;

Registrar, Special Advisor to the President, Director of Professional Relations, Translators, University Librarian, and Director, Office of Research Services;

Members of the Board of Governors;

Athletic Coaches as part of their duties to teach degree credit activity courses;

Full-Time Faculty Members employed by Laurentian University for a period of not more than one year while on leave from another university;

Persons employed to teach courses intended primarily for students who are not registered in a degree credit program;

Persons assigned responsibility for teaching portions of courses coordinated by regular faculty Members, such as Teaching Assistants, Field Consultants in Social Work, Laboratory Technicians, or Outdoor School Instructors.

ARTICLE 2.20 – EMPLOYMENT OF NON-MEMBERS

- 2.20.1 The Employer agrees that, except as otherwise provided for in this Article, it will not employ Non-Members to teach ~~or provide clinical care~~ in the programs of/or offer professional library service in the University. Membership in the Bargaining Unit is defined in Article 2.15 – Recognition of the Bargaining Unit.

2.35 – MODIFICATIONS TO THE LEGAL STATUS OF THE UNIVERSITY

2.35.2 *Amalgamation, Consolidation, Merger or Expansion of The University*

(a) In the event of a merger or amalgamation or a transfer of jurisdiction, the provisions of the *Labour Relations Act, 1995* of Ontario shall apply, particularly sections ~~62~~ 68 and ~~63~~ 69.

(b) This Collective Agreement shall bind the transferees or assignees of the University or of the Union.

ARTICLE 2.40 – RIGHTS AND PRIVILEGES OF THE UNION

- 2.40.8 The President of the Union, or someone designated by the ~~LUFU Executive President of the Union~~ **LUFU Executive President of the Union**, and a second Member designated by the ~~LUFU Executive President of the Union~~ **LUFU Executive President of the Union**, shall continue to be non-voting Members of the Board of Governors.

- 2.40.9 The President of the Union, or someone designated by the ~~LUFU Executive President of the Union~~ **LUFU Executive President of the Union**, shall continue to be a non-voting Member of the Finance Committee of the Board of Governors.

- 2.40.12 The President of the Union or someone designated by ~~LUFU Executive the President~~ **LUFU Executive the President**, and two (2) additional Members designated by the ~~LUFU Executive President of the Union~~ **LUFU Executive President of the Union**, shall continue to be voting Members of the University Pension Committee. Given the importance of pensions, on substantive matters, the Union's Board has the right to ratify the recommendations of its representatives.

2.50 INFORMATION ITEMS

(b) In October, February, and May of each year, an electronic list showing the name, salary, seniority status, establishment status, and courses taught of each Sessional Member ~~and each Clinician~~ who is employed during the current academic session.

(k) A copy of the letters of appointment of all Sessional Members ~~and each Clinician~~ who accept employment with the University. Such letters of appointment shall be supplied to the Union within fifteen (15) days of receipt of said executed letters of appointment and a copy of all letters cancelling sessional contracts.

ARTICLE 2.55 – CORRESPONDENCE

- 2.55.1 In conformity with section ~~443~~ 122 of the *Ontario Labour Relations Act, 1995*, except where otherwise expressly provided in this Collective Agreement, notices required to be given under the provisions of this Collective Agreement shall be in writing and shall be sufficient either if addressed to the appropriate recipient and sent by campus mail or Canada Post, or if delivered to the appropriate recipient personally with a signed receipt required.

ARTICLE 3.20 – WORKING ENVIRONMENT

- 3.20.1 The Employer acknowledges its responsibility to provide and maintain facilities, services and general working conditions, which support the effective discharge by full-time Members of their responsibilities as specified in Article 5.15 – Rights, Responsibilities and Duties of Academics. The Employer will determine by consideration of the financial resources of the University, the manner in which and the level at which facilities and services are provided to Members. Additionally, the Employer will provide, in a fair and equitable manner, at least a securable individual office for each full-time Member and securable group offices exclusively for Sessional Members, ergonomically appropriate office furniture, appropriate lighting and ventilation, and will maintain reasonable levels of working space, secretarial and other support services, including telephones, computing, printing, duplicating, library services, technical services, Department/School resources, teaching and research assistance and laboratory space if required.

The Employer shall provide individual office space for newly hired Members on the start date of their appointment.

The Employer shall comply with its obligations regarding thermal comfort and air quality in the workplace, including offices and classrooms, in accordance with the Occupational Health and Safety Act.

~~The Employer shall provide the Full-Time Faculty Members at Laurentian in Barrie reimbursement, on production of receipt, for the cost of a membership at the University of Toronto Libraries for each academic year.~~

All moving expenses to relocate Members within the University shall be paid by the Employer.

- 3.20.5 Member accounts may be accessed only with the authorization of the Chief Information Officer (CIO).
- The Chief Information Officer (CIO) shall authorize access to a Member's accounts on the network without the Member's permission only in the following circumstances:
- (a) when immediate action is necessary to protect the integrity of the computer network
 - (b) when subject to a search by law enforcement agencies acting under the order of a court of appropriate jurisdiction.

Where possible, the Member will be notified prior to the Member's accounts being accessed, and if prior notice proves impossible, then notice will be given within one (1) calendar day.

Each time the Chief Information Officer (CIO) authorizes access to a Member's accounts it shall be recorded in a log maintained for this purpose. The log shall record who accessed the Member's accounts, when they were accessed and the purpose for the access. Members have a right to view all log entries dealing with their Member accounts. Upon request, the Employer will provide the Union with a report indicating which and when Member accounts were accessed and the purpose for the access.

The Union acknowledges that no authorization by the Chief Information Officer ("CIO") is required where members grant permission for the University to access their accounts.

The University agrees that it will provide notice to the Union at the same time it provides notice to a member under Article 3.20.5.

The University will advise the Union of significant security breaches which compromise the integrity of Union members' accounts and data as soon as when doing so would not compromise a University investigation and incident response process, which will be conducted in a timely manner. Nothing in this paragraph will prejudice any right of a member to be informed in a timely manner of any security breach which impacts the member's privacy rights.

The University will advise the Union of all IT service disruptions and degradations which are of significance to LUFA members in light of the number of individuals affected, likelihood of recurrence and the impact of the disruption or degradation.

ARTICLE 4.55 – RATES OF PAY FOR SESSIONAL LECTURERS ON AND OFF CAMPUS

Where required by settlement of policy grievance 2018-32 change all references to "4%" for vacation pay to "6% and add "Establishment" to table titles"

ARTICLE 4.60 – PHYSICAL EDUCATION FACILITIES FOR SESSIONAL MEMBERS

- 4.60.2 ~~Sessional Members teaching at the Barrie campus will be reimbursed by the University up to two hundred and fifty dollars (\$250) for an individual gym membership, or five hundred dollars (\$500) for a family gym membership, upon production of receipt.~~

4.95- CLINICIANS

The following articles of the Collective Agreement shall also apply to the part-time Clinicians: Article 1, Article 2, Article 3; with the exception of 3.10, Article 4.45, Article 4.50, Article 4.60.1 Article 4.65 (as amended), Article 4.70 (as amended), Article 5.25, Article 5.35, Article 5.70, Article 5.75 (as amended), Article 7.10, Article 7.45, Article 7.50, Article 7.70, Article 8.65, Article 8.70, Article 8.75, Article 11, Article 12, Article 13.

With the exception of Article 4, the parties agree that the above noted Articles will apply to Full Time Clinicians. In addition the parties agree that the following Articles shall also apply: Article 5.85, 5.90, 6.45, 7.15, 7.55, 7.60, 7.65, 8.45, 8.50, 8.60, 8.80 and 8.85).

All other terms of employment will be negotiated at the time a full time position is created. Any disputes will be resolved as per the Minutes of Settlement signed on June 10, 2020.

4.95.1 DEFINITION

Clinical members are licensed health care professionals. Clinicians shall be defined as regulated health professionals who are assigned the principal responsibility for delivering patient care.

4.95.2 RIGHTS, RESPONSIBILITIES AND DUTIES OF CLINICIANS

Professional Freedom

Each Clinician must be free to pursue excellence in the professional's field of competence, must be encouraged to contribute to the intellectual life of the School and University and broader communities, and must be encouraged to contribute to the intellectual life of the professional groups to which the Clinician belongs.

Duties

The Clinical members of the bargaining unit have rights, duties and responsibilities, which derive from their positions as Clinicians working within the University community which reflect the reasonable expectations of the Members, the University and broader community and the contractual expectations of the Employer. Nothing in this Article is meant to include academic oversight which is dealt with through Faculty members.

The Clinician's duties will be made up of some combination of the following as identified in the letter of appointment.

- a) to conduct assessments, diagnosis, intervention, and consultative services;
- b) to collaborate with the multidisciplinary team (for example, teacher, school principal, other allied health professionals, etc.) as required.
- c) to supervise students who are completing practicum or internship work within the clinic. In performing this duty, members shall have academic collegial rights provided to Sessionals, including but not limited to academic freedom. The process followed for these appointment shall follow normal processes in the CA for appointment of supervisory work.

Clinic Coordination

One Clinician may be appointed as the Clinic Coordinator. The Clinical Coordinator shall be generally responsible for overseeing the clinic operations in collaboration with the Department. This will include reporting to the Department Chair on the clinical budget, coordination of the clinic's schedule, recruitment and intake of potential clients, oversight of the signed contractual agreements, coordination of clinical assistants, ensure proper and compliant record keeping, submit an annual reports, where required, to the Privacy Commissioner, assist with the coordination of the internships placements and practicums in collaboration with the relevant Departmental coordinators, develop and maintain clinic guides and policies, provide recommendations to the academic department on relevant aspects of the

curriculum. The letter of appointment shall include the specific hours related to these duties. Seniority rights shall apply to the appointment of the Clinic Coordinator.

Proof of qualification and professional obligations

Prior to beginning work, Clinicians shall be required to provide the following:

- a) a photocopy of his/her professional designation with the relevant college or body
- b) a recent (within the past year) Criminal Reference Verification (Vulnerable Sector). The employer agrees to reimburse the cost of producing this document.
- c) The incumbent must hold a current professional designation.
- d) Each year thereafter, the Clinician will be required to sign a declaration stating that he/she is not under investigation for any suspicion of criminal wrong doing and has not been convicted on any offence, since having initially submitted a completed Vulnerable Sector Criminal Record Check.

Confidentiality

The Clinician shall fulfill all duties in accordance with laws, rules and regulations set out by the Personal Health Information Protection Act (PHIPA) and the by the relevant regulatory body or College.

Other Employment.

While the University recognizes that a Clinician may wish to supplement her/his income with outside work, the Clinician agrees:

- to recognize that the Clinic's client waitlist belongs to the Clinic
- to not solicit clients from the Clinic's active caseload nor the waitlist
- agree to provide services via her/his own private practice only to clients who contact her/him directly via her/his private practice contact information
- not to represent herself/himself as an employee of the Clinic when providing services via her/his own practice
- inform prospective clients who contact him/her via her/him private practice contact information that the Clinic is also an option for them

4.95.3 WORKING ENVIRONMENT

Clinic space

The Clinic shall be provided spaces consistent with Article 3.20.6.

The following securable spaces are allocated for clinic use: AR-217 A, AR-217 B, AR-217 D, AR-205 B, and AR-200. The clinic space shall not be entered except by authorized University Staff.

Should the University be required to relocate the clinical spaces, it shall be done in consultation with the Union.

Office Space

Part-time Clinicians shall be provided an office consistent with the sessional requirement in Article 3.20.1.

The Clinic Coordinator shall have access to an office space consistent with article 3.20.6 to support the effective discharge of their duties.

The Employer shall ensure that there is access to private and secure cabinets.

Materials

The Administration will provide the Clinicians with the clinical materials necessary to carry out the assigned duties. This shall include access to computers.

The clinic shall be provided with four (4) computers/iPads. The computers or iPads shall be replaced consistent with the terms of Article 3.20.

The Administration/Clinic's property and materials shall only be used for work performed to fulfill their contractual obligations and shall not be used for external purposes.

4.95.4 APPOINTMENT PROCESS- PART TIME CLINICIANS

Hiring Process

Appointments of Clinicians are by the Dean on the written recommendation of the majority of the Department concerned by the majority of a committee consisting of no fewer than three (3) Members after scheduled minuted meeting(s). Where the Dean decides not to follow the recommendation of the Department/School she/he will provide written reasons for her/his decision.

The Department shall provide recommendation to the Dean two weeks in advance of the contract offer dates.

First right of refusal will be determined by the Seniority list. Seniority shall provide first right of refusal on the first 20 hours per week. If once the Seniority list has been exhausted, any additional hours will be offered again to members on the Seniority list to a maximum of 33.75 hours per week. If once this process has been completed and there are remaining hours which have not been assigned, the Department may post externally.

Prior to posting externally the Department shall provide written reasons for the decision to the Dean with a copy to the Union.

Approval to advertise externally rests with the Dean and may not commence until the completion of the internal process.

If the process above, can not be implemented due to emergency reasons, such as a new community service contract, replacement of a unexpected leave, etc the timeline above shall be waived. Seniority provisions will be respected.

Letter of Appointment

The parties agree that Offers of Appointment shall be sent by email to Clinicians by the following dates: by July 1st for Fall term, November 1st for Winter term and February 1st for Spring/Summer term.

The Letter of appointment shall specify the contract duration, the minimum and maximum number of weekly hours, the required work days for student placements, the terms and conditions of employment including salary, benefit, professional development expenditure, Seniority, and cancellation conditions. The schedule of services will be determined by the Clinician in consultation with Department Chair and if required, the

Clinic Coordinator.

A link to the Current Collective Agreement shall be sent with every offer of employment. The Employer shall also issue at no charge, a hard copy to individual Members upon request by the Member.

A copy of each accepted Offer of Appointment shall be sent to the Union within fifteen (15) days of the Employer's receipt.

Contract Period

Contracts shall be issued on a 4, 8 or 12-month basis.

Cancellations

Signed contracts which are cancelled in advance of their specified end date, will be subject to the appropriate statutory notice. Once a contract is issued, if cancelled, the member shall be paid a \$500 cancellation fee. 10

Full-Time Clinicians

Contract positions for full time Clinicians shall be dealt with in accordance with the process and the non-academic terms in Article 5.20.11 (e), 5.20.12-5.20.17.

4.95.5 BI-WEEKLY REPORTS AND TIMESHEETS

Clinicians shall maintain detailed and accurate records for time spent providing the Services and to submit these records to the Clinic Coordinator and Department Chair in the form of bi-weekly timesheets and day to day statistics.

Time sheets shall be approved by the Department Chair prior to being submitted to financial services.

4.95.6 SENIORITY

Clinicians who have received 3 contracts within a 6-year period will be deemed to have Seniority, and shall have priority of hire over external candidates. Available contracts will first be offered to individuals with the most years of service. Where two members have equal years of service, the member with the most cumulative months of service be awarded the contract.

Individuals who are on an approved leave will continue to accrue active service time for the duration of their approved leave. This excludes individuals who are on a leave of absence without pay.

Year of service shall mean any year in which a member was employed.

Clinicians may request leave from the Seniority list for up to (2) consecutive years. Such application shall be made annually to the Dean and shall not be unreasonably refused.

4.95.7 TUITION EXEMPTION FOR PART TIME CLINICIANS

Clinicians shall be entitled to exemption from tuition fees for credit courses taken at Laurentian University. The exemption shall be 3 credits for 175 hours of work. If during a contract, the Clinician works more or less than 175 hours, their tuition exemption entitlement shall be pro-rated based on the above

equivalency. Credit accrual and application shall be applied in accordance with Article 4.65.1.

4.95.8 PROFESSIONAL DEVELOPMENT EXPENDITURE FOR PART TIME CLINICIANS

Each Sessional Clinician shall receive the amount of professional development specified in Article 4.70 for each academic term of employment; they will have carry forward and transfer rights as outlined therein.

4.95.9 ANNUAL REVIEW FOR PART-TIME CLINICIANS

Clinicians shall submit to the Dean a report within 30 days of completion of their contract which provides a broad and general overview of the clinical services they provided during their employment. Clinicians will also be required to provide an up to date copy of their curriculum vitae. The timelines and process for the annual report shall be applied in accordance with Article 4.35.

4.95.10 DISCIPLINE

Article 5.75 shall apply to part-time Clinicians as amended below:

5.75.5 (c) The suspension without pay; the reduction in pay shall be computed as the average salary over the previous 4 weeks.

5.75.5 (e) removal of seniority or dismissal of a member

ARTICLE 5.40 – ACADEMIC WORKLOAD

5.40.1 The academic workload shall be assigned in a fair and equitable manner. To help ensure this goal, each Member of a Department/School shall receive a copy of the Chair's/Director's recommendations to the Dean/University Librarian on the Member's own workload and a summary of the recommendations on all other Members in the Department/School, including any recommendations for overloads, prior to the recommendations being forwarded to the Dean/University Librarian. Each Member shall receive by April 1 a copy of the Dean's/University Librarian's decision on these recommendations. ~~When Units make workload recommendations, regular workload will be determined prior to considering overload requests. The Deans will ensure that the collective agreement, including this process, is respected~~

5.40.4 (d) The Parties agree that it is mutually beneficial to allow Members to bank or owe teaching credits as outlined below. The banking or owing of teaching credits will be permitted in the following cases:

- I. The Member proposes to arrange a teaching-reduced or teaching-free term for the purposes of scholarly activity
- II. The total credit value of the Member's normal assigned teaching load deviates by not more than six (6) credits from the normal maximum teaching load
- III. The Member undertakes academic supervision of an individual student pursuant to Article 5.40.8 (h)
- IV. Courses assigned as part of the Member's normal workload are cancelled because of zero enrolment

Members shall not normally be permitted to bank or owe more than six (6) teaching credits at any given time. Members with banked teaching credits may request a maximum of six (6) credits release per academic year. The scheduling of the reduction shall be with the mutual agreement of the Member and the Dean. No remuneration for banked teaching credits will be provided in lieu of release time. If the Member's Department/School agrees with the Member's proposal to arrange a teaching-reduced or teaching-free term for the purposes of scholarly activity and recommends it to the Dean for approval, the Dean shall not unreasonably refuse such a recommendation. Members owing three (3) or more teaching credits shall undertake to teach a course above the normal teaching load without remuneration within three (3) years of the end of the term during which the total number of credits owing reached three (3).

In the event that the Member leaves his/her employment due to retirement, resignation, death or dismissal, the Member shall not be entitled to remuneration for any banked teaching credits, nor shall he/she be required to repay any teaching credits owing at the time of the termination of employment.

When a member was scheduled to teach extra credits in a semester to make up credits owing from an earlier semester and the member is on sick leave for that term, the member will be paid full sick leave during that semester, but will still owe the credits in question and will make those credits by teaching extra credits in a semester following her/his return from sick leave.

When a member was scheduled to teach fewer credits in a semester to compensate for credits banked from an earlier semester and the member is on sick leave for that term, the member will be paid full sick leave during that semester, but will still maintain the banked credits in question to be used to reduce her/his teaching load in a semester following her/his return from sick leave.

The semester in which the owed or banked credits are to be used will be determined in accordance with the processes in the Collective Agreement, with appropriate adjustments to the time in which such credits must be used in order to reflect the member's sick leave.

ARTICLE 5.70 – PERSONNEL FILES

5.70.1 Official personnel files of a Member shall be kept by the **Office of the Vice-President, Academic and Provost** ~~appropriate Dean/University Librarian~~, with copy in the office of the **Dean/University Librarian** ~~Vice-President, Academic and Provost~~. The Employer agrees not to use any unofficial personnel information that is not maintained in accordance with this Article for any official purposes including disciplinary measures. There shall be two (2) types of files for Members, active files and archival files. Active files shall contain only information allowed under this Article. Archival files shall contain material which has been banned for use in subsequent proceedings as in Articles 5.70.5 to 5.70.9 below but which the University requires for matters other than those related to this Collective Agreement.

5.70.2 Members shall have the right to examine all of their personnel files during normal business hours, after notice in writing, in the presence of the Dean/University Librarian or a person authorised by the Dean/University Librarian. Material in the files which is to be held confidential according to the provisions of this Collective Agreement will be removed from the files prior to their inspection by the Member. However, an inventory of this confidential material, certified by **Office of**

~~the Vice-President, Academic and Provost~~ ~~the Dean/University Librarian~~, will be provided to the Member, such inventory shall identify all confidential documents by authorship (if appropriate), date and general subject matter only.

5.70.14 In the case of an ~~appeal~~ **arbitration** against dismissal, the contents of the official personnel file shall be made available to the Member as a true copy if and when the formal grievance procedure has been initiated using the same protection of confidentiality as stated in Article 5.70.11 above.

ARTICLE 9.10 – DUTIES OF CHAIRS/DIRECTORS

9.10.2 Their duties are the following and shall be carried out in accordance with good administrative practices:

- (e) To prepare budgetary recommendations and administer the annual budget for the Department/School **and the clinic** in conjunction with the Dean/University Librarian and the appropriate internal body.
- (f) To ensure the proper use and maintenance of space and equipment allocated to the Department/School **and the clinic**.
- (j) To ensure the Department/School maintains **a seniority list for clinicians and** Error! Bookmark not defined. a roster of sessional Members pursuant to Article 4.15.2.

Grievance of Appointment Decision of Sessional Members

4.15.19 All applicants from the roster shall be notified of the appointment decision. **Notification will occur on or before July 31 for the Fall Term, October 31 for the Winter Term and February 15 for the Spring/Summer Term. For courses that are filled beyond the timelines stated in 4.15.16, the applicants~~member~~son the roster shall be notified within 30 days of appointment.** In the event that an unsuccessful applicant for a sessional teaching position believes that someone else was appointed to the position in violation of the provisions of this Collective Agreement, she/he may request within one (1) month of the notification, a review of the appointment with the view of establishing whether the Employer acted in accordance with the provisions of this Collective Agreement when not appointing the unsuccessful applicant.⁶

ADMIN: The University counters the Union's editorial proposal in article 4.15.19 as modified above.

LUFA: The Employer's counter is not purely editorial and deviates from the order from Mr. Kaplan. However, LUFA agrees to the employer's proposal.

ORDER FROM MR. KAPLAN

The Union has grieved the University's failure in some circumstances to notify members on the roster of the appointment decision for sessional contracts as required in Article 4.15.19. The University concedes that not all appointment decisions have been provided to members on the roster. Article 4.15.5 reads:

4.15.19 All applicants from the roster shall be notified of the appointment decision.

2. I direct the University to have the appropriate Dean instruct the applicable Departments/Schools **to notify members on the roster** of the appointment decision for sessional contracts as required in Article 4.15.19. For the purpose of this article, notification will occur on or before July 31 for the Fall Term, October 31 for the Winter Term and February 15 for the Spring/Summer Term. For courses that are filled beyond the timelines stated in 4.15.16, the roster shall be notified within 30 days of appointment.

3. This award is prospective and without prejudice to either parties' position on any **outstanding grievance or breach up until today's date.**

⁶Order from Mr. Kaplan 17 December Grievance 2019-16 – added “members on”

ARTICLE 8.20 – PROCEDURES FOR THE AWARD/DENIAL OF A PROGRESS-THROUGH-THE-RANKS INCREMENT

8.20.4 The Dean/University Librarian shall examine the annual reports as per Article 5.45 – Annual Report for Members, and make such other inquiries, as she/he deems appropriate. Where the Dean/University Librarian has concerns about the Member's performance with respect to the awarding of the PTR increment, the Dean/University Librarian shall first issue a written warning, stating the basis of the concerns, and what needs to be done to remedy them. This warning will be ~~clearly spelled out~~ **issued** in a separate letter.⁷ The Member shall be awarded the PTR increment for that year and shall indicate in the following year's annual report what measures the Member has taken to address those concerns. If in the following year, the Dean/University Librarian is not satisfied that the concerns have been addressed by the Member and that the Member does not show active participation and/or satisfactory performance in all three (3) areas, A), B), and C) (within the provisions of Article 5.15 – Rights, Responsibilities and Duties of Academics) or in the subset of those areas for which the Member's terms of employment are relevant, the Dean/University Librarian shall communicate to the Member the possibility that the PTR will be denied. The Dean/University Librarian shall specify the reasons and provide the evidence giving rise to this possibility. The Dean/University Librarian shall invite the Member to a meeting in order to address the concerns. The Dean/University Librarian shall inform the Union of the upcoming meeting and shall inform the Member of her/his right to be accompanied by a Union representative. The review shall include a consideration of at least the three (3) previous annual reports, if available, and a meeting with the Member. The Dean/University Librarian shall invite the Member to submit relevant materials.

ADMIN: The University counters the Union's editorial proposal in article 8.20.4 as modified below:

LUFA: The changes are purely editorial. Language in settlement clearly states it will be spelled out. However, LUFA agrees to the employer's proposal.

Settlement Paragraph 3- 2015-05

The administration acknowledges that it was improper to deny PTR's without following the process outlined in Article 8.20.4 and that a written statement of concerns issued in an annual assessment does not constitute a warning as per Article 8.20.4 and that **such warning will be clearly spelled out in a separate letter;**

⁷Grievance Settlement 2015-05, 2016-20, 2016-21 signed 16 December, 2016.

Indigenous Knowledge

Indigenous Knowledge

5.15.3

Members have responsibilities relating to items A), B) and C) and are expected to participate actively in items A), B) and C), although not necessarily in all three (3) in any one (1) given year. A Member's responsibilities related to item A) shall consist of those teaching or library duties which are assigned by the Dean/University Librarian as per Article 5.40 – Academic Workload. A Member's responsibilities related to items B) and C) are inherent in a Member's status as an academic and thus flow naturally therefrom. Certain specific duties related to item B) and C) may also be assigned by the Dean/University Librarian on an *ad hoc* basis in order to ensure a good and proper functioning of the University. A Member's responsibilities relating to item D), E) and F) are undertaken voluntarily by the Member.

The parties recognize that acknowledging Indigenous knowledge and ways of knowing requires applying the following definition of Indigenous knowledge for the application of rights, duties, responsibilities and assessment of members.

Indigenous knowledge, in accordance with the 2018 Tri-Council Policy Statement, is rarely acquired through written documents, but is, rather, a worldview adopted through living, listening and learning in the ancestral languages and within the contexts of living on the land. Engagement with Elders and other knowledge holders is acknowledged as valued and vital to knowledge transmission within the context of Indigenous Peoples living in place. Both Indigenous knowledge content and processes of knowledge transmission are, thus, embedded in the performance of living, including storytelling, ceremonies, living on the land, the use of natural resources and medicine plants, arts and crafts, singing and dancing, as well as engagement with the more than human world.

5.15.22

Scholarly activity may involve, although not necessarily be limited to, activities of the type set out in the following list. It is understood that this list does not imply an order of priority. It is also understood that the following forms of scholarly activity are not necessarily to be given equal weight and application for each discipline when a Member is being evaluated for an annual increment, merit increment, tenure or promotion. In each case the Member must demonstrate that the activity is of good quality and is consistent with the contribution to knowledge described in Article 5.15.20 above.

- (a) The writing or editing and publication of books, textbooks, journals and of Articles, which may be externally reviewed.
- (b) The earning of additional appropriate academic and/or professional qualifications.
- (c) Research carried out on research contracts.
- (d) The writing and/or publication of case studies.

- (e) The development of teaching/library materials, of an innovative sort which have a wider application than the Member's own teaching/library activities.
- (f) The compilation and publication of scholarly bibliographies, or literary work.
- (g) The translation and publication of scholarly or literary work.
- (h) Literary and artistic works, including recordings and public performances.
- (i) Demonstrated leadership in the area of professional education, including workshops.
- (j) Creative application of existing knowledge through such activities as consulting or workshops.
- (k) Research carried out using traditional/Indigenous knowledge and the practical applications or dissemination of such research generally, or specifically through engagement with Indigenous communities.
- (l) Development and publication of new teaching strategies.
- (m) Attending and/or presenting at conferences.
- (n) Production of images including but not limited to photography and architectural works.

(o) Indigenous Scholarship

Indigenous Scholarship, in accordance with the 2018 Tri-Council Policy Statement, is defined as research in any field or discipline that is conducted by, grounded in, or engaged with, First Nations, Inuit, Métis or other Indigenous nations, communities, societies or individuals, and their wisdom, cultures, experiences or knowledge systems, as expressed in their dynamic forms, past and present. Indigenous research can embrace the intellectual, physical, emotional and/or spiritual dimensions of knowledge in creative and interconnected relationships with people, places and the natural environment.

Whatever the methodologies or perspectives that apply in a given context, researchers who conduct Indigenous research, whether they are Indigenous or non-Indigenous themselves, commit to respectful relationships with all Indigenous peoples and communities.

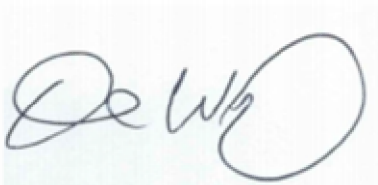
Research by and with Indigenous peoples and communities emphasizes and values their existing strengths, assets and knowledge systems.

In addition to those activities listed above (a-n), Indigenous Scholarship is recognized as a primary category of scholarly contribution and includes but is not limited to:

- (i) Development and sharing of Indigenous knowledge and languages.

- (ii) Engagement with culturally appropriate research and publication venues.
- (iii) Lived experiences within Aboriginal communities.
- (iv) Incorporation of Indigenous knowledge systems.
- (v) Participation in traditional ceremonies.

SIGNED OFF ON October 2, 2020
Date



David Wright
For the Laurentian University Faculty Association



Michael Kennedy
For Laurentian University of Sudbury

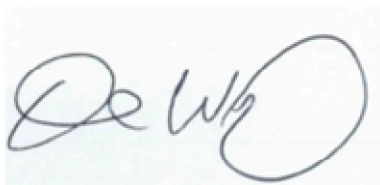
Process for Withdrawal of Seniority of Sessional Members (Article 4.40)

The parties agree to delete article 4.40 and add the following to article 5.75.5:

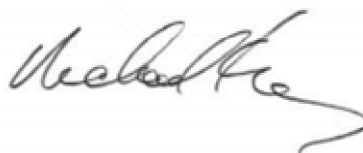
(b) The following are the only forms of discipline which may be taken by the Employer against a sessional or part time Member:

- i. A letter of reprimand, specifying the grounds and adding this reprimand to the personnel file;
- ii. The suspension with pay; if and only if the Vice-President, Academic and Provost cites the suspension with pay as a disciplinary measure. It is understood that where a suspension with pay is non-disciplinary such suspension shall not be referenced as disciplinary in any subsequent disciplinary actions;
- iii. The suspension without pay, the reduction in pay shall be computed as 1/87 per day of suspension per three credit course;
- iv. The removal of Seniority and/or Establishment.

SIGNED OFF ON October 2, 2020
Date



David Wright
For the Laurentian University Faculty Association
Sudbury



Michael Kennedy
For Laurentian University of

Changes marked below that indicate “AGREE” have been agreed to by the parties.

ARTICLE 11.10 – GRIEVANCE PROCEDURE

11.10.1 There shall be no discrimination, harassment or coercion, of any kind, practised against any persons involved in these procedures.

11.10.2 The Union and the Employer agree to make every reasonable effort to settle all grievances in a prompt, just and equitable manner.

11.10.3 Definitions

- (a) Grievance: A "grievance" shall mean any difference arising from the interpretation, application, administration or alleged violation of the Collective Agreement, including any question as to whether a matter is arbitrable in accordance with the *Labour Relations Act, 1995*.
- (b) Grievor: The grievor is either the Union which initiates a grievance against the Employer on behalf of a Member or group of Members or itself, or the Employer which initiates a grievance against the Union, an individual Member or a group of Members except as otherwise prohibited in this Collective Agreement.
- (c) ~~Individual Grievance: An individual grievance is a grievance initiated by the Union on behalf of an individual Member.~~ **AGREE** ~~Group Grievance: A group grievance is a grievance initiated by the Union on behalf of a group of Members.~~ **AGREE** ~~Policy Grievance: A policy grievance is a grievance by a Union which may involve a matter of general policy or of general application of the Collective Agreement.~~ **AGREE** (f) ~~Union Grievance: A Union grievance is a grievance which directly affects the Union.~~ **AGREE** ~~Employer Grievance: An Employer grievance is a grievance initiated by the Employer.~~ **AGREE**
- (c) "Working days": Working days shall mean Monday through Friday, excluding Recognised and other Holidays identified in Article 7.10 – Recognized and Other Holidays including the customary December – January recess, as well as the months of July and August. **AGREE**

11.10.4 The time limits specified in this Article may be extended by mutual agreement by the Parties. Moreover, an arbitrator shall have the power to waive time limits. The amended time limits must be specified in writing.

11.10.5 ~~Notwithstanding Article 11.10.2 above, a grievor shall have recourse to the grievance procedures set out below if such grievor is convinced that no settlement can be reached by informal means, unless otherwise specified in this Collective Agreement.~~ **AGREE**

- 11.10.6 All communications required under these procedures shall be in writing and shall be delivered **by email electronically**. ~~by registered mail or with written proof of receipt.~~ AGREE
- 11.10.7 No technical violation or irregularity occasioned by clerical, typographical or technical error in the written specification of the grievance shall prevent the substance of a grievance from being heard and judged on its merits.
- 11.10.8 All Parties to a grievance shall be bound by and shall promptly implement all decisions arrived at under the procedures described in this Article.

11.10.9 Applicability of Grievance Procedures

- (a) The following decisions will not be subject to grievance:
- (i) Non-renewal of term appointments as per Article 5.20 – Appointment and Renewal;
 - (ii) The award of a merit increment as per Article 8.25 – Merit Increments.
- (b) The following decisions will be subject to grievance only in the case of allegations of either violations of academic freedom, significant procedural irregularities or discrimination:
- (i) The non-renewal of a probationary appointment when the Vice-President, Academic and Provost confirms a negative recommendation of a Faculty Personnel Committee;
 - (ii) The denial of a first application for promotion to a particular rank when the Vice- President, Academic and Provost confirms a negative recommendation of a Faculty Personnel Committee (and the denial of a second application for promotion where the two (2) applications are made in consecutive years);
 - (iii) The denial of an early application for tenure when the Vice-President, Academic and Provost confirms a negative recommendation of a Faculty Personnel Committee;
 - (iv) The decision of the Vice-President, Academic and Provost, regarding academic workload as per Article 5.40.6 (d) of Article 5.40 – Academic Workload.

- (c) Grievances concerning Renewal as per Article 5.20 – Appointment and Renewal, concerning tenure as per Article 5.60 – Tenure Evaluation Procedures, and concerning promotion as per Article 5.65 – Promotion Procedures, shall proceed directly to arbitration as set forth in Article 11.15 – Arbitration Procedure.
- (d) Grievances concerning dismissal shall proceed directly to Step 2 – Formal Grievance Procedure as set forth in this Article.

11.10.10 Step 1 – Informal Grievance Procedure

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

11.10.11 Step 2 – Formal Grievance Procedure

- (a) **Filing a resolution at step 1,** ~~the grievor shall present a notice of grievance in writing to the Vice-President, Academic and Provost in the case of the Union a Member, or to the President of the Union in the case of the Employer,~~ within thirty (30) working days of the date upon which the grievor had notice of the event or decision giving rise to the grievance. The notice of grievance shall specify the matter(s) in dispute, the Article(s) alleged to have been violated, and the remedy sought.
- (b) ~~In the event of a grievance concerning renewal, tenure or promotion as per Article 11.10.9 (c) above, the notice of grievance shall also include the name of the grievor's appointee to the Arbitration Panel.~~ AGREE
- (c) No later than **twenty (20)** working days following the receipt of the **formal** grievance, the Employer representative shall meet with the Union representative. The Parties shall make every reasonable attempt to resolve the grievance. AGREE

- (d) If the grievance is resolved at this stage, such settlement shall be reduced to writing and countersigned by the Union representative and the Employer representative within fifteen (15) working days of the meeting at which the settlement was reached.
- (e) In the event that the Union representative and the Employer representative cannot resolve the grievance within fifteen (15) working days of the meeting(s) specified in Article 11.10.11 (c), the ~~Employer~~ representative of **the party responding to the grievance** shall forward in writing to the ~~Union~~**other party's** representative the reasons for denying the grievance.

AGREE

Article 11.15 – Arbitration Procedure

11.15.1

- (a) Failing settlement and/or timely response under the foregoing grievance procedure, any grievance may then be submitted to arbitration as hereinafter provided under its own distinct arbitral procedure. If no written request for arbitration is received within thirty (30) working days after the decision of the Vice President, Academic and Provost or the Union President under Step 2 – Formal Grievance Procedure of the grievance procedure is given, the grievance shall be deemed to have been abandoned.
- (b) When either Party requests that any matter be submitted to Arbitration as provided in this Article, it shall make such request in writing addressed to the other Party of this Collective Agreement, and at the same time ~~appoint a nominee~~ **propose an Arbitrator**. Within fifteen (15) working days thereafter, the other Party shall ~~appoint its nominee~~ **either accept the proposed Arbitrator or propose an alternate Arbitrator**, provided however, that if such Party fails to appoint its nominee as herein required, ~~the Minister of Labour for Ontario shall have the power to make such appointment upon application thereto by the Party invoking the arbitration procedure. The two (2) nominees shall attempt to agree upon a chairperson of the Arbitration Board. If they are~~ **parties are unsuccessful in agreeing upon such a chairperson an Arbitrator** within a period of twenty (20) working days of the appointment of the second nominee, they shall request the Minister of Labour for Ontario to appoint ~~a chairperson~~ **an Arbitrator**.

The time limits specified in this Article may be extended by mutual agreement by the Parties. ~~However, the thirty (30) working day time limit set out in Article 11.15.1 (a) above referring a grievance to arbitration shall not be waived and/or extended pursuant to the Labour Relations Act, 1995. Moreover, an arbitrator shall be bound by this provision~~ **ADMIN : Agree**

~~(d) Saturdays, Sundays, Recognised and other Holidays identified in Article 7.10 – Recognized and Other Holidays including the customary December – January recess as well as the months of July and August are not to be counted in the time limits set out in this Article. AGREE~~

11.15.2 ~~No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance. AGREE~~

~~The Arbitration Board~~ **Arbitrator** shall not be authorized to make any decisions inconsistent with the provisions of this Collective Agreement, nor to alter, modify, add to, or amend any part of this Collective Agreement. AGREE

11.15.4 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure hereinbefore set out unless otherwise agreed to in writing between the Parties.

11.15.5 ~~The proceedings of the Arbitration Board~~ **proceedings Board** will be expedited by the Parties hereto, and the decision of the **Arbitrator** majority and, where there is no majority, the decision of the chairperson will be final and binding upon the Parties hereto, and the Employee or Employees concerned. AGREE

11.15.6 ~~Each of the Parties hereto will bear the expenses of the nominee appointed by it, and the Parties will share equally the fees and expenses, if any, of the Arbitrator chairperson of the Arbitration Board. AGREE~~

~~Wherever the term “Arbitration Board” is referred to in this Collective Agreement, the Parties hereto may mutually agree, in writing, to substitute a mutually agreeable arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply. AGREE~~

Schedule “EE”
Pension Term Sheet

See attached agreement.

LAURENTIAN UNIVERSITY FACULTY ASSOCIATION (“**LUFA**”) and LAURENTIAN
UNIVERSITY STAFF UNION (“**LUSU**”)
PENSION TERM SHEET

This document describes the terms for proposed support agreements from each of LUFA and LUSU in respect of the Retirement Plan of Laurentian University of Sudbury and its Federated and Affiliated Universities, Registration No. 0267013 (the “**Registered Pension Plan**”).

The contents of the LUFA and LUSU Pension Term Sheet are intended to be summary only and remain subject to definitive documentation to be agreed among LUFA, LUSU and Laurentian University as contemplated herein. Agreement on the Registered Pension Plan is a necessary component of a larger set of agreements between Laurentian University and LUFA and LUSU, respectively, and is dependent on agreement on all other matters currently under negotiation between the parties.

The confidentiality provisions applicable to the parties pursuant to the confidential mediation taking place in connection with Laurentian’s proceeding under the *Companies’ Creditors Arrangement Act* apply to the LUFA and LUSU Pension Term Sheet.

A. Registered Pension Plan Design Changes

Each of the changes outlined below is proposed to be made effective July 1, 2021, unless otherwise noted.

1. Limit Portability as of May 1, 2021

Remove the right to a commuted value payment in lieu of a monthly pension payable from the Registered Pension Plan for any active member who leaves employment after having reached their early retirement date (the first day of July coincident with or next following the member’s 55th birthday).

Provide notice and one final window of opportunity for former members to elect a commuted value payment in lieu of a monthly pension payable from the Registered Pension Plan.

For those faculty members who have chosen to retire pursuant to the Retirement Incentives communicated by the University on March 28, 2021, the deadline to elect to receive a commuted value payment will be extended to May 15, 2021.

2. Modify Early Retirement Provisions

For members who have not attained age 62 as of July 1, 2021:

- Remove subsidized early retirement reductions for all members on all service (actuarially adjusted from normal retirement date for LUFA members and Senior Leadership members and from age 62 for LUSU members and other members except LUFA members and Senior Leadership members);
- Eliminate unreduced early retirement (prior to normal retirement date) for LUFA members and Senior Leadership members.

For purposes of the foregoing, Senior Leadership are leaders who are excluded from a bargaining unit and serve above the Director level, in positions such as: Assistant Vice-President, Associate Dean, Associate Vice-President (AVP), Chief Advancement Officer,

Chief of Staff, Dean, Executive Director, President and Vice-Chancellor, Registrar and Secretary of Senate, University Secretary and General Counsel or Vice-President.

3. Limit Receipt of Pension While Employed

Remove ability of members to draw a pension while remaining in continuous employment after age 65, except for members already in receipt of a pension as of July 1, 2021 or who must commence receipt of their pension under income tax law.

4. Freeze Best Average Pensionable Earnings

Best Average Pensionable Earnings would be frozen at the rate in effect on June 30, 2021. This figure will be communicated to members at that time.

Improvements to pre-July 1, 2021 Best Average Pensionable Earnings through pre-retirement indexation to be granted in accordance with the Benefits and Funding Policy.

5. Future Service Reduced Career Average Earnings Lifetime Benefit Formula Integrated with Enhanced CPP

For service on and after July 1, 2021, members will make contributions toward and earn pension benefits at the 1.3% rate on the portion of their earnings below the Year's Additional Maximum Pensionable Earnings ("YAMPE") and at the 2% rate on the portion of earnings above the YAMPE. For this purpose, YAMPE=114% of YMPE. The benefit formula for service on and after July 1, 2021 will be based on pensionable earnings in each year (career average earnings formula), not on a final average earnings formula.

Improvements to career average earnings formula through pre-retirement indexation to be granted in accordance with the Benefits and Funding Policy.

6. Indexation

For service on and after July 1, 2021 indexation, which is not guaranteed, to be granted in accordance with the Benefits and Funding Policy.

B. Registered Pension Plan Contribution Changes

Laurentian will contribute a minimum of 8% of pensionable earnings, inclusive of employer current service contributions, special payments and administrative expenses.

Members will also contribute 8% of pensionable earnings in aggregate based on a rate to be set that reflects a lower rate on earnings up to the YAMPE and a higher rate on earnings in excess of the YAMPE, with the objective of achieving an equitable relationship between contributions and benefits above and below the YAMPE. The preliminary member contribution rates as of July 1, 2021 are:

Earnings up to YAMPE: 6.7%

Earnings above YAMPE: 10.4%

The rate of member contributions up to and above the YAMPE will be determined following the filing of a July 1, 2021 valuation, to be confirmed by an independent actuary selected by LUFA and LUSU and to become effective on a date to be agreed by Laurentian, LUFA and LUSU.

C. Pension Committee Terms of Reference

The Pension Committee Terms of Reference are amended as set out in Appendix “A”.

D. Registered Pension Plan Benefits and Funding Policy

A Benefits and Funding Policy to govern the financial management of the Registered Pension Plan shall be established based on the key terms set out in Appendix “B”.

The Benefits and Funding Policy shall, subject to review and amendment in accordance with its terms, bind the stakeholders and govern their future discussions, proposals, and negotiations in relation to the Registered Pension Plan.


E. Collective Agreement Proposals Relating to Pensions and Retiree Benefits

The LUFA-Laurentian and LUSU-Laurentian collective agreements will be revised to give effect to the above in accordance with the proposed amendments set out in Appendix “C”.

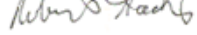
F. Joint Committee on the Benefits and Funding Policy and Long-Term Pension Sustainability:

1. A joint committee will be established prior to April 30, 2021 whose mandate will be to monitor and advise on the administration and implementation of the Benefits and Funding Policy. The joint committee will also review and report on the pros and cons of all possible long term sustainability options for the Registered Pension Plan, including the available JSPP options (at least CAAT DBPlus and the University Pension Plan), with the objective of making a recommendation to the Stakeholders (LUFA, LUSU and Laurentian) for adoption not later than December 31, 2021, or an alternative date set by the joint committee.
2. The joint committee will be comprised of four (4) Laurentian representatives, two (2) LUFA representatives and two (2) LUSU representatives.
3. Terms of Reference and Rules of Procedure for the joint committee are to be determined by April 30, 2021 by LUFA, LUSU and Laurentian, to be subject to binding mediation/arbitration by Eli Gedalof or William Kaplan absent a decision by April 20, 2021.
4. The joint committee will be supported by an independent actuary jointly selected by the committee.

LAURENTIAN UNIVERSITY FACULTY ASSOCIATION

Per:  c/s April 7, 2021
 Name: David Wright Date
 Firm: Ryder, Wright, Blair & Holmes LLP
 Title: Chief Negotiator and Counsel
I have the authority to bind the Association

LAURENTIAN UNIVERSITY OF SUDBURY

Per:  c/s April 7, 2021
 Name: Robert Haché Date
 Title: President
I have the authority to bind the Corporation

LAURENTIAN UNIVERSITY STAFF UNION

Per: _____ c/s _____
 Name: Tom Fenske Date
 Title: President
I have the authority to bind the Union

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C. Pension Committee Terms of Reference

The Pension Committee Terms of Reference are amended as set out in Appendix "A".

D. Registered Pension Plan Benefits and Funding Policy

A Benefits and Funding Policy to govern the financial management of the Registered Pension Plan shall be established based on the key terms set out in Appendix "B".

The Benefits and Funding Policy shall, subject to review and amendment in accordance with its terms, bind the stakeholders and govern their future discussions, proposals, and negotiations in relation to the Registered Pension Plan.

E. Collective Agreement Proposals Relating to Pensions and Retiree Benefits

The LUFA-Laurentian and LUSU-Laurentian collective agreements will be revised to give effect to the above in accordance with the proposed amendments set out in Appendix "C".

F. Joint Committee on the Benefits and Funding Policy and Long-Term Pension Sustainability:

1. A joint committee will be established prior to April 30, 2021 whose mandate will be to monitor and advise on the administration and implementation of the Benefits and Funding Policy. The joint committee will also review and report on the pros and cons of all possible long term sustainability options for the Registered Pension Plan, including the available JSPP options (at least CAAT DBPlus and the University Pension Plan), with the objective of making a recommendation to the Stakeholders (LUFA, LUSU and Laurentian) for adoption not later than December 31, 2021, or an alternative date set by the joint committee.
2. The joint committee will be comprised of four (4) Laurentian representatives, two (2) LUFA representatives and two (2) LUSU representatives.
3. Terms of Reference and Rules of Procedure for the joint committee are to be determined by April 30, 2021 by LUFA, LUSU and Laurentian, to be subject to binding mediation/arbitration by Eli Gedalof or William Kaplan absent a decision by April 20, 2021.
4. The joint committee will be supported by an independent actuary jointly selected by the committee.

LAURENTIAN UNIVERSITY FACULTY ASSOCIATION

Per: _____ c/s _____
 Name: David Wright Date _____
 Firm: Ryder, Wright, Blair & Holmes LLP
 Title: Chief Negotiator and Counsel
I have the authority to bind the Association

LAURENTIAN UNIVERSITY OF SUDBURY

Per: _____ c/s _____
 Name: Robert Haché Date _____
 Title: President
I have the authority to bind the Corporation

LAURENTIAN UNIVERSITY STAFF UNION

Per: Tom Fenske c/s APRIL 5th 2021
 Name: Tom Fenske Date _____
 Title: President
I have the authority to bind the Union

Appendix “A”**LAURENTIAN UNIVERSITY PENSION COMMITTEE****Terms of Reference**

1. To monitor, and advise the Finance Committee of the Board of Governors on the following matters:
 - a) the selection of one or more investment managers;
 - b) the investment policy of the plan; and
 - c) operational changes to the administration of the plan.
2. To meet with the investment manager(s) to review fund performance.
3. To meet with representatives of the investment consultant to review comparative pension fund investment measurement reports.
4. To advise the University on periodic reports to be provided to plan members.
5. To review the actuarial valuation reports prepared by the actuary of the plan.
6. To implement and administer the Benefits and Funding Policy.
7. To consult with the Joint Committee on the Benefits and Funding Policy and Long-Term Pension Sustainability as contemplated by the Benefits and Funding Policy.
8. To propose plan text amendments (i) required to satisfy regulatory compliance requirements and (ii) required to be made in accordance with the Benefits and Funding Policy.

Composition**Voting Members**

Five representatives appointed by the Board of Governors

Three representatives appointed by the Faculty Association (LUFA)

Two representatives appointed by the Staff Union (LUSU)

Non-Voting Members

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Associate Vice-President Human Resources and Organizational Development (ex officio)

Associate Vice-President, Financial Services (ex officio)

One representative of faculty retirees

One representative appointed by non-union administrative staff (LUAPSA)

Rules of Procedure

The Pension Committee's Rules of Procedure are to be developed consistent with these Terms of Reference.

Revised: April 30, 2021

Appendix “B”**Key Terms****Registered Pension Plan Benefits and Funding Policy (“Funding Policy”)**

Laurentian University, LUFA, and LUSU have agreed to reduce pension benefits in the context of Laurentian University’s proceeding under the *Companies’ Creditors Arrangement Act*. As a consequence, the aggregate 16% contribution rate for the Plan has been developed to exceed the current service cost of the plan design on and after July 1, 2021.

This Funding Policy’s purpose is to ensure that excess contributions will be used to (i) build reserves and (ii) grant benefit improvements.

The following criteria must be met in order for benefit improvements to be granted:

- The Plan must be 95% funded on a solvency basis;
- The Plan must be 105% funded on a going concern basis, including Provision for Adverse Deviations;
- The cost of any benefit improvement maintains a low risk of special payments in the five years following the benefit improvement. For this purpose, a benefit improvement must result in the solvency ratio of the Plan remaining at no less than 90% and the going concern funded status of the Plan, including Provision for Adverse Deviation, remaining at no less than 103% following the granting of the improvement; and
- The contributions to the Plan have a low risk of exceeding 16% of pensionable earnings.

The priority of benefit improvements and building of reserves is to be set out in the Benefits and Funding Policy to be established by Laurentian University, LUFA and LUSU and shall reflect the key terms set out herein. Agreement on the Benefits and Funding Policy shall be reached by April 30, 2021, to be subject to binding mediation/arbitration by Eli Gedalof or William Kaplan, absent a decision by April 20, 2021.

The criteria for granting benefit improvements will be assessed against robust actuarial analysis prepared annually. The actuarial assumptions and methodologies used will be the same as those used in the latest filed actuarial valuation for the Plan. Actuarial assumptions and methodologies are to be based on best estimates.

The Joint Committee on the Benefits and Funding Policy and Long-Term Pension Sustainability (the “**Joint Committee**”) comprised of representatives of Laurentian, LUFA and LUSU, pursuant to the LUFA/LUSU Pension Term Sheet will be notified by the Pension Committee and given the opportunity to comment prior to changes to the actuarial assumptions for filed valuations.

The Joint Committee will be notified by the Pension Committee of any proposed changes to the Statement of Investment Policy and given the opportunity to comment prior to the implementation of any changes.

The Joint Committee will monitor the administration of the Benefits and Funding Policy to ensure that Plan amendments to give effect to improvements to benefits and establishment of reserves are implemented pursuant to the criteria and priority described therein.

No benefit improvements will be considered prior to July 1, 2025, unless prior to that time the surplus in the Plan exceeds the *Income Tax Act* (“ITA”) maximums, in order to build reserves.

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Employer contribution holidays and reductions in employer contribution rates are prohibited.

Contributions to the Plan are subject to the *Pension Benefits Act* and ITA.

This policy is subject to review by Laurentian University, LUFA and LUSU no later than July 1, 2025.

Appendix “C”**LUFA and LUSU Collective Agreement Proposals Relating to Pension**

LUFA Collective Agreement			
Provision	Intended Amendment	Current	Proposed Revised
2.40.12	Adjust to reflect revised Pension Committee Composition in Terms of Reference	The President of the Union or someone designated by the President, and two (2) additional Members designated by the President of the Union, shall continue to be voting Members of the University Pension Committee. Given the importance of pensions, on substantive matters, the Union’s Board has the right to ratify the recommendations of its representatives.	The President of the Union or someone designated by the President, and two (2) additional Three (3) Members designated by the President of the Union; shall continue to be voting Members of the University Pension Committee. Given the importance of pensions, on substantive matters, the Union’s Board has the right to ratify the recommendations of its representatives. No amendments to the Pension Plan that reduce pension benefits for Members, or that materially affect Members’ rights, may be made without LUFA’s consent.
5.90.5	Reflect proposed pension portability changes	Members hired after September 24, 2017, and who are age 55 or older upon retirement or resignation, will not have the option to commute the value of their pension benefit upon retirement or resignation. The Pension Plan will be amended to reflect this agreement.	Delete [to be included in plan design support agreement].
8.45.3	Delete reference to the SuRP.	Effective July 1, 2011, Members shall only participate in the	Effective July 1, 2011, Members shall only participate in the

LUFA Collective Agreement			
Provision	Intended Amendment	Current	Proposed Revised
		<p>Defined Benefit component of the Retirement Plan and Member contributions shall only be used toward funding the Defined Benefit component of the Retirement Plan. All pension service contributions and benefits accrued prior to July 1, 2011, shall remain in the hybrid component of the Retirement Plan. Eligible Members shall participate in the Laurentian University Supplementary Pension Plan.</p>	<p>Defined Benefit component of the Retirement Plan and Member contributions shall only be used toward funding the Defined Benefit component of the Retirement Plan. All pension service contributions and benefits accrued prior to July 1, 2011, shall remain in the hybrid component of the Retirement Plan. Eligible Members shall participate in the Laurentian University Supplementary Pension Plan.</p>
8.45.4	Reflect agreement on contributions	<p><u>Employer</u></p> <p>The Employer's contributions to the Retirement Plan shall be at least the amount required to fund current service costs and any unfunded liabilities and Solvency liabilities, or 7.5%, whichever is greater, in accordance with the <i>Pension Benefits Act</i> and regulations thereunder based upon the actuarial valuations for the Retirement Plan that the Employer files with the Financial Services Commission of Ontario. Interest on the Employee contributions to the</p>	<p><u>Employer</u></p> <p>The Employer's contributions to the Retirement Plan shall be at least the amount required to fund current service costs and any unfunded liabilities and reduced solvency liabilities, or 7.5%8.0%, whichever is greater, in accordance with the <i>Pension Benefits Act</i> and regulations thereunder based upon the actuarial valuations for the Retirement Plan that the Employer files with the Financial Services CommissionRegulatory Authority of Ontario. Interest on the Employee contributions</p>

LUFA Collective Agreement			
Provision	Intended Amendment	Current	Proposed Revised
		<p>Plan will be credited at the Plan rate of return.</p> <p>The Employer may take a contribution holiday in accordance with the <i>Pension Benefits Act</i> and after discussion with the Pension Committee only when required under the <i>Income Tax Act</i> due to excess surpluses as defined under the <i>Income Tax Act</i> 147.2(2) (d). Any contribution holiday shall be shared equally between the Employer and Employees.</p> <p><u>Employee</u></p> <p>(a) Effective June 30, 2017, eight point two percent (8.2%) of the part of the Member's Pensionable Earnings that is below the year's basic exemption as defined by the Canada Pension Plan;</p> <p>(b) Effective June 30, 2017, six point four percent (6.4%) of the part of the Member's Pensionable Earnings that is between the year's basic exemption and the year's maximum pensionable earnings;</p> <p>(c) Effective June</p>	<p>to the Plan will be credited at the Plan rate of return.</p> <p>The Employer may take a contribution holiday in accordance with the <i>Pension Benefits Act</i> and after discussion with the Pension Committee only when required under the <i>Income Tax Act</i> due to excess surpluses as defined under the <i>Income Tax Act</i> 147.2(2) (d). Any contribution holiday shall be shared equally between the Employer and Employees.</p> <p><u>Employee:</u></p> <p>Each Member shall contribute by regular payroll deduction as follows.</p> <p>Effective July 1, 2021, the sum of:</p> <p>a) 6.7% of Pensionable Earnings up to the YAMPE; and</p> <p>b) 10.4% of Pensionable Earnings above the YAMPE.</p> <p>[Placeholder for further adjustments to reflect Pension Term Sheet]</p> <p>(a) — Effective June 30, 2017, eight point</p>

LUFA Collective Agreement			
Provision	Intended Amendment	Current	Proposed Revised
		30, 2017, eight point two percent (8.2%) of the part of the ember's Pensionable Earnings that is in excess of the year's maximum pensionable earnings.	<p>two percent (8.2%) of the part of the Member's Pensionable Earnings that is below the year's basic exemption as defined by the Canada Pension Plan;</p> <p>(b) Effective June 30, 2017, six point four percent (6.4%) of the part of the Member's Pensionable Earnings that is between the year's basic exemption and the year's maximum pensionable earnings;</p> <p>(c) Effective June 30, 2017, eight point two percent (8.2%) of the part of the ember's Pensionable Earnings that is in excess of the year's maximum pensionable earnings.</p>
Appendix L: Letter of Understanding - Pension Plan Contributions	Remove	RE: Pension Plan Contributions. During the 2017 collective bargaining negotiations, the University sought an increase to employee pension contributions from LUFA members while providing a fully offsetting salary increase, with the goal of achieving a fair and equitable cost-sharing of current service costs. It was agreed that the parties would benefit from an opportunity to	Delete.

LUFA Collective Agreement			
Provision	Intended Amendment	Current	Proposed Revised
		consider the July 1, 2017 Pension Plan Valuation, due to be finalized in or about December 2017. The parties therefore agreed that the matter of pension contributions would not form part of the renewal collective agreement but committed to a process to make progress on the matter during the life of the agreement. In that spirit, recognizing that no outcome is binding on either party except as may be mutually agreed in writing, the University and the Union commit to engaging in collegial, open and transparent discussions. The parties agree to begin these discussions in a timely manner to allow for pension and salary increases, if any, to take effect July 1, 2018.	

LUFA and LUSU Collective Agreement Proposals Relating to Pension

LUSU Collective Agreement			
Provision	Intended Amendment	Current	Proposed Revised
20.01	Delete reference to the SuRP.	Effective July 1, 2012, Members shall only participate in the Defined Benefit component of the Retirement Plan and Member contributions shall only be used toward funding the Defined Benefit component of the Retirement Plan. All pension service contributions and benefits accrued prior to July 01, 2012, shall remain in the hybrid component of the Retirement Plan. Eligible Members shall participate in the Laurentian University Supplementary Pension Plan.	Effective July 1, 2012, Members shall only participate in the Defined Benefit component of the Retirement Plan and Member contributions shall only be used toward funding the Defined Benefit component of the Retirement Plan. All pension service contributions and benefits accrued prior to July 01, 2012, shall remain in the hybrid component of the Retirement Plan. Eligible Members shall participate in the Laurentian University Supplementary Pension Plan.
20.03	Reflect agreement on contributions	Employer Contribution The Employer's contributions to the Retirement Plan shall beat least the amount required to fund current service costs and any unfunded liabilities and solvency liabilities, or 7.5%, whichever is greater, in accordance with the <i>Pension Benefits Act</i> and regulations there under based upon the	Employer Contribution The Employer's contributions to the Retirement Plan shall beat least the amount required to fund current service costs and any unfunded liabilities and <u>reduced</u> solvency liabilities, or 7.5% <u>8.0%</u> , whichever is greater, in accordance with the <i>Pension Benefits Act</i> and regulations there under based upon the

LUSU Collective Agreement			
Provision	Intended Amendment	Current	Proposed Revised
		<p>actuarial valuations for the Retirement Plan that the Employer files with the Financial Services Commission of Ontario. Interest on the Employee contributions to the Plan will be credited at the Plan rate of return.</p> <p>The Employer may take a contribution holiday in accordance with the <i>Pension Benefits Act</i> and after discussion with the Pension Committee only when required under the <i>Income Tax Act</i> due to excess surpluses as defined under the Income Tax Act 147.2(2) (d). Any contribution holiday shall be shared equally between the Employer and Employees.</p> <p>Member's Required Contribution</p> <p>Each Member shall contribute by regular payroll deduction as follows:</p> <p>Effective July 1, 2018, the sum of:</p>	<p>actuarial valuations for the Retirement Plan that the Employer files with the Financial Services Commission <u>Regulatory Authority</u> of Ontario. Interest on the Employee contributions to the Plan will be credited at the Plan rate of return.</p> <p>The Employer may take a contribution holiday in accordance with the <i>Pension Benefits Act</i> and after discussion with the Pension Committee only when required under the <i>Income Tax Act</i> due to excess surpluses as defined under the Income Tax Act 147.2(2) (d). Any contribution holiday shall be shared equally between the Employer and Employees.</p> <p>Member's Required Contribution:</p> <p>Each Member shall contribute by regular payroll deduction as follows:</p> <p>Effective July 1,</p>

LUSU Collective Agreement			
Provision	Intended Amendment	Current	Proposed Revised
		<p>a) 9.9 % of the partof the Member's Pensionable Earnings that is below the year'sbasic exemption as defined by the CanadaPension Plan;</p> <p>b) 6.4 % of the partof the Member's Pensionable Earnings that is between the year's basic exemption and the Y.M.P.E.; and</p> <p>c) 9.9 % of the partof the Member's Pensionable Earnings that is in excess of the Y.M.P.E.</p>	<p>20182021, the sum of:</p> <p>a) 6.7% of <u>Pensionable Earnings up to the YAMPE</u>; and</p> <p>b) 10.4% of <u>PensionableEarnings above the YAMPE</u>.</p> <p>[Placeholder for further adjustments to reflect Pension Term Sheet]</p> <p>a) 9.9 % of the partof the Member's Pensionable Earnings that is below the year's basic exemption as defined by the Canada Pension Plan;</p> <p>b) 6.4 % of the partof the Member's Pensionable Earnings that is between the year's basic exemption and the Y.M.P.E.; and</p> <p>e) 9.9 % of the partof the Member's Pensionable Earnings that is in excess of the Y.M.P.E.</p>
20.05 c)	Reflect proposed pensionportability changes	c) Laurentian University Staff Unionmembers who are hiredon or after September 24,	Delete [to be included in plan design support agreement]

LUSU Collective Agreement			
Provision	Intended Amendment	Current	Proposed Revised
		2017, and who are age 55 or older upon retirement or resignation, will not have the option to commute the value of their pension benefit upon retirement or resignation. The Pension Plan will be amended to reflect this agreement.	
New 20.06	Reflect LUSU participation in Pension Committee	N/A	Two (2) Laurentian University Staff Union members designated by the President of the Union shall be voting Members of the University Pension Committee.
New 20.07	Address Amendments to the Pension Plan	N/A	No amendments to the Pension Plan that reduce pension benefits for Members, or that materially affect Members' rights, may be made without LUSU's consent.

Schedule “FF”

Rights of Federated University Employees

The parties agree to the attached Letter of Understanding:

B E T W E E N :

LAURENTIAN UNIVERSITY

(“Laurentian University”)

- and –

LAURENTIAN UNIVERSITY FACULTY ASSOCIATION

(“LUFA”)

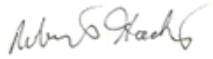
Letter of Understanding

WHEREAS the parties entered into a Term Sheet on April 4, 2021;

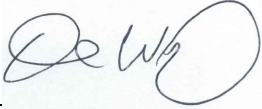
The parties agree as follows:

For a period of 5 years commencing May 1, 2021, where any new academic positions are created, or any academic vacancies arise at the University, which are not filled by a Member with recall rights, applicants who are employed at Thorneloe University, Huntington University or the University of Sudbury as of the date of the signing of this Letter of Understanding, will be given priority in the hiring process, and if qualified, offered the position.

Dated at Sudbury this 7th day of April, 2021.



Laurentian University



LUFA

This is Exhibit "T" referred to in the
Affidavit of Dr. Robert Haché sworn by video conference by Dr. Robert Haché of the
City of Sudbury, in the Province of Ontario, before me at the City of Toronto, in the
Province of Ontario, on April 21st, 2021 in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

**LAURENTIAN UNIVERSITY STAFF UNION
MEDIATION TERM SHEET**

DATED APRIL 5, 2021

The below sets out the key financial terms and conditions agreed to following negotiations between Laurentian University of Sudbury ("**Laurentian**") and the Laurentian University Staff Union ("**LUSU**") in the confidential mediation overseen by Mr. Justice Sean Dunphy, the Court-appointed mediator in the CCAA proceedings of Laurentian (in such capacity, the "**Mediator**").

For greater certainty, this term sheet and its schedules reflect certain key terms and conditions required by Laurentian to become a financially sustainable post-secondary organization, in terms of monetary value and stability of overall operations.

**LUSU Member
Terminations**

The parties agree that the total number of LUSU Members who will be terminated is 41. The agreed-upon confidential list of LUSU Members who will be terminated is attached hereto as Schedule "A" (the "**Terminated LUSU Members**").

The Terminated LUSU Members shall have preferential recall rights for the period of two (2) years from the date of layoff.

Recall provisions shall be as per article 10 of the LUSU Collective Agreement, subject to the preferential recall rights for Terminated LUSU members.

Employee transfers, agreed upon during the CCAA negotiations, shall be done in accordance with the provisions of Schedule "B"

**Effective Termination
Date**

The effective termination date of the Terminated LUSU Members shall be April 30, 2021.

Retirement Election

LUSU Members may elect, by irrevocable written notice provided on or before April 9, 2021, that any LUSU Members intend to retire (the "**Retiring LUSU Members**").

Any position vacancies resulting from the retirement of a LUSU Member shall be filled once the position is vacated. This may occur through recall rights and will apply only to those positions which were not deemed redundant in the CCAA restructuring.

**Notice to LUSU
Members**

The parties agree to develop mutually acceptable communications to the Terminated LUSU Members.

Terms of Termination of LUSU Members	Terminated LUSU Members shall be entitled to file a claim in the CCAA claims process in respect of all entitlements relating to their employment or former employment with Laurentian, in accordance with the terms and conditions of the collective agreement and the CCAA. The Monitor will assist LUSU in calculating the amounts applicable for LUSU Members, which are all subject to the claims process in the CCAA proceeding.
Treatment of Retiring LUSU Members	Retiring LUSU Members, who vacate their position by July 1, 2021, shall be entitled to receive the following: <ul style="list-style-type: none"> (i) Until June 30, 2023, with 100% of the premium cost to be at the cost of the retiree, the option to maintain Laurentian Health Benefits (Health & Dental), subject to Manulife approval.
Other Amendments to Collective Agreement	See attached Schedules "C" to "I" to this Term Sheet for other amendments to the Collective Agreement.
Entire Agreement	This Term Sheet and its Schedules constitute the entire agreement between the parties pertaining to the subject matter of this Term Sheet. For greater certainty, in the event that this Term Sheet and the Schedules conflict, this Term Sheet shall be paramount.
Governing Law	The settlement agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario. The CCAA Court shall have the exclusive jurisdiction to determine any action arising under the settlement agreement and the parties hereby attorn to the exclusive jurisdiction thereof.
Amendments	This term sheet shall only be modified in writing and upon signature by all of the parties.
Notices	All notices, requests, consents and other communications delivered pursuant to the terms of this Term Sheet shall be contained in a written instrument and may be delivered in person or sent by internationally recognized overnight courier or by email.

LAURENTIAN UNIVERSITY OF SUDBURY

Per: Robert S. Gadsby c/s
Name:
Title:

I have the authority to bind the Corporation.

LAURENTIAN UNIVERSITY STAFF UNION

Per: Jan Fush c/s
Name:
Title:

I have the authority to bind the Association.

Schedule "A"**List of Terminated LUSU Members**

Attached.

Schedule “B”

Redacted pages contain sensitive personal information

Schedule "C"

1. SALARY AND TERM

The parties agree to the following salary and term:

1. The LUSU CA will expire on June 30, 2024.
2. Salary Adjustments over the life of the CA will be as follows:

	Year 2020-21	Year July 1 2021	Year July 1 2022	Year July 1 2023
Salary	No Changes	0% ATB	1% ATB	1% ATB
Step Increases	No Changes	Freeze on all step increases	Step increases to resume	Step increases continue

2. GOVERNANCE AND CONSULTATION

The parties agree to the following:

1. The University will undertake a thorough external and collaborative review of the overall governance structure including the Board and Senate, as part of the restructuring. The review will include consultation from all major stakeholders including the employee groups and lenders, francophone and Indigenous partners, in order to help position Laurentian as a leader in the sector. The University will review and engage in a discussion about the structure and composition of existing Committees, to find opportunities for greater participation by faculty and staff.
2. The University will, jointly with LUSU and LUFA, approach the Province of Ontario to request that the *Laurentian University of Sudbury Act* be amended to remove the restriction that prohibits University employees from eligibility for appointment as a member of the Board, to add that a minimum of one seat on the Board of Governors to be elected by LUSU from LUSU membership.

3. The University, through the office of the President with the involvement of external advisors including those with sector expertise, will undertake a full review of all operations in order to make all necessary changes to processes, procedures and policies to ensure that best practices are established and maintained in all operational functions at all times. The process will include consultation and transparency, with the Report shared with the Board and the Laurentian community. The university will create a Continuous Improvement Committee to ensure that, once service-delivery and other operational processes, procedures and policies have been reviewed and improved as part of the Report presented to the Board and the Laurentian community, constant review and improvement occurs so that Laurentian can utilize best practices within the sector at all times. The Continuous Improvement Committee will include representation from employee groups and other stakeholders.

3. Section 15 of the *Laurentian University of Sudbury Act* prevents Deans, faculty, and staff of Laurentian from being elected to the Board. A review of the Laurentian Act with respect to Board composition will be undertaken. The University is committed to finding ways to increase the input of stakeholders for recommendations to the composition of the Board (including as part of the external and collaborative governance review referred to above) and will also look to provide external support for the Board. The University will undertake to conduct a thorough, transparent and robust process to develop criteria to ensure that the Board is always comprised of individuals who have the necessary skills and experience, while ensuring that the diverse, bilingual and tricultural mandate of the university is reflected. An Advisory Committee will be formed which will include representatives of employee groups, major lenders (for so long as amounts are being paid over time for pre-filing indebtedness) and other key stakeholders including francophone and Indigenous partners with a view to providing recommendations and advice to the Board Nominating Committee.

4. After April 30, 2021, with input from major stakeholders including employee groups and the lenders, the University commits to conducting a review of all real estate to determine whether opportunities exist for it to be monetized, for the benefit of creditors. Prior to the next President assuming the role, the President's house will be sold.

5. LUSU will be given a seat on the Laurentian University Benefits Committee. The Committee will begin meeting regularly commencing May 1, 2021.

Schedule "D"**3. REMOVE FREE GYM MEMBERSHIP**

The parties agree that any benefit or subsidy provided to the LUAPS group with regard to gym memberships, will also apply to the LUSU group.

The parties agree to eliminate Schedule E of the LUSU CA and will be replaced with any benefit or subsidy provided to the LUAPS group with regard to gym membership:

~~PHYSICAL EDUCATION MEMBERSHIP~~

~~The University agrees to renew its policy regarding Physical Education membership in the Voyager Athletics and Campus Recreation 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. This benefit does not apply to the dependents of Part-time Security Guards.~~

Schedule "E"

4. REMOVE TUITION EXEMPTION BENEFIT

The parties agree to following changes to Schedule F of the LUSU CA:

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 the 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.

Schedule "F"

The parties agree that the Retiree Health Benefit Plan (RHBP) will cease to exist and all Collective Agreement references will be eliminated.

The parties agree to the following changes to Schedule J of the LUSU CA:

RETIRES BENEFITS

- a) On an annual basis, retirees from Laurentian University, upon request, will be supplied with a photo-identification library card, at no cost to them, except if they require a replacement for a lost card. There will be a charge for replacement of lost cards.
- b) The same library privileges as full-time employees.
- c) Free parking in facilities in the parking lot designated by the Parking/Security office.
- d) The University agrees that any retiree health benefit or subsidy provided to the LUAPS or LUFA group during the life of this agreement will also apply to the LUSU group.
- d) Exemption from tuition fees for themselves, their spouses and their dependents as per Letter of Understanding "F", RE: Tuition Fees.
- e) The same eligibility for Physical Education Centre Membership for employees, their spouses and their dependents as full-time Employees, as per Letter of Understanding "E", RE: Physical Education Employee Membership.
- f) The the Retirees Health Benefit Plan (RHBP) will be reinstated on July 1, 2024, at which time the benefits will be increased to \$1,317.60 per year for a family, and \$658.82 per year for a single individual. The premium for this plan will be paid by the employee, in the retirement plan, and will comprise \$12.47 per month for family premium, and \$6.24 for single premium, or as adjusted by the Laurentian University Benefits Committee.
It is understood that the rates and subsidy payments change every July 1 and employees shall make contributions in accordance with the provisions of the RHBP.
- g) The following benefits will be prorated based on the reduced workweek adopted under the plan: long term disability, vacation and sick leave. The pension contribution calculations will be based on the nominal annual salary. Life insurance will be based on the nominal annual salary.

Schedule "G"

5. CHANGE SECURITY STAFFING SERVICES

The parties agree to the following changes to article 1.01 of the LUSU CA:

The University recognizes the Union as the sole and exclusive bargaining agent for all Security Guards in the employ of Laurentian University of Sudbury, save and except supervisors, persons above the rank of supervisor, night watchmen, persons regularly employed for not more than 24 hours per week, and students employed during the school vacation period as set out in the certificate issued by the Ontario Labour Relations Board and dated at Toronto, January 22, 2010.

~~The University recognizes the Union as the sole and exclusive bargaining agent for all Security Guards in the employ of Laurentian University of Sudbury regularly employed for not more than 24 hours per week, save and except Director, Security and Parking Services and persons above the rank of Director, night watchmen, persons regularly employed for more than 24 hours per week, and students employed during the school vacation period, as set out in the certificate issued by the Ontario Labour Relations Board and dated at Toronto, January 22, 2010.~~

Note: It is understood that all language regarding Part-Time Security Guards will be removed from the LUSU CA.

Schedule "H"**1. UPDATE PREGNANCY/PARENTAL LEAVE PROVISIONS****The parties agree to the following letter of understanding:**

Within one year of the signing of this agreement, the parties will conduct an editorial review of the Pregnancy/Parental provisions of the Collective Agreement in order to update to appropriate and modern terminology. The parties agree that there will be no substantive changes to the language during the editorial process.

Schedule "I"**OVERTIME****The parties agree to the following letter of understanding:**

Overtime will be credited as time in lieu unless the University, in its sole discretion, decides to pay out overtime. It is understood that time in lieu must be taken within six (6) months of being earned at a mutually agreeable time. However, retiring employees will be entitled to payment for any outstanding lieu time at retirement.

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LAURENTIAN UNIVERSITY FACULTY ASSOCIATION (“**LUFA**”) and LAURENTIAN
UNIVERSITY STAFF UNION (“**LUSU**”)
PENSION TERM SHEET

This document describes the terms for proposed support agreements from each of LUFA and LUSU in respect of the Retirement Plan of Laurentian University of Sudbury and its Federated and Affiliated Universities, Registration No. 0267013 (the “**Registered Pension Plan**”).

The contents of the LUFA and LUSU Pension Term Sheet are intended to be summary only and remain subject to definitive documentation to be agreed among LUFA, LUSU and Laurentian University as contemplated herein. Agreement on the Registered Pension Plan is a necessary component of a larger set of agreements between Laurentian University and LUFA and LUSU, respectively, and is dependent on agreement on all other matters currently under negotiation between the parties.

The confidentiality provisions applicable to the parties pursuant to the confidential mediation taking place in connection with Laurentian’s proceeding under the *Companies’ Creditors Arrangement Act* apply to the LUFA and LUSU Pension Term Sheet.

A. Registered Pension Plan Design Changes

Each of the changes outlined below is proposed to be made effective July 1, 2021, unless otherwise noted.

1. Limit Portability as of May 1, 2021

Remove the right to a commuted value payment in lieu of a monthly pension payable from the Registered Pension Plan for any active member who leaves employment after having reached their early retirement date (the first day of July coincident with or next following the member’s 55th birthday).

Provide notice and one final window of opportunity for former members to elect a commuted value payment in lieu of a monthly pension payable from the Registered Pension Plan.

For those faculty members who have chosen to retire pursuant to the Retirement Incentives communicated by the University on March 28, 2021, the deadline to elect to receive a commuted value payment will be extended to May 15, 2021.

2. Modify Early Retirement Provisions

For members who have not attained age 62 as of July 1, 2021:

- Remove subsidized early retirement reductions for all members on all service (actuarially adjusted from normal retirement date for LUFA members and Senior Leadership members and from age 62 for LUSU members and other members except LUFA members and Senior Leadership members);
- Eliminate unreduced early retirement (prior to normal retirement date) for LUFA members and Senior Leadership members.

For purposes of the foregoing, Senior Leadership are leaders who are excluded from a bargaining unit and serve above the Director level, in positions such as: Assistant Vice-President, Associate Dean, Associate Vice-President (AVP), Chief Advancement Officer,

Chief of Staff, Dean, Executive Director, President and Vice-Chancellor, Registrar and Secretary of Senate, University Secretary and General Counsel or Vice-President.

3. Limit Receipt of Pension While Employed

Remove ability of members to draw a pension while remaining in continuous employment after age 65, except for members already in receipt of a pension as of July 1, 2021 or who must commence receipt of their pension under income tax law.

4. Freeze Best Average Pensionable Earnings

Best Average Pensionable Earnings would be frozen at the rate in effect on June 30, 2021. This figure will be communicated to members at that time.

Improvements to pre-July 1, 2021 Best Average Pensionable Earnings through pre-retirement indexation to be granted in accordance with the Benefits and Funding Policy.

5. Future Service Reduced Career Average Earnings Lifetime Benefit Formula Integrated with Enhanced CPP

For service on and after July 1, 2021, members will make contributions toward and earn pension benefits at the 1.3% rate on the portion of their earnings below the Year's Additional Maximum Pensionable Earnings ("YAMPE") and at the 2% rate on the portion of earnings above the YAMPE. For this purpose, YAMPE=114% of YMPE. The benefit formula for service on and after July 1, 2021 will be based on pensionable earnings in each year (career average earnings formula), not on a final average earnings formula.

Improvements to career average earnings formula through pre-retirement indexation to be granted in accordance with the Benefits and Funding Policy.

6. Indexation

For service on and after July 1, 2021 indexation, which is not guaranteed, to be granted in accordance with the Benefits and Funding Policy.

B. Registered Pension Plan Contribution Changes

Laurentian will contribute a minimum of 8% of pensionable earnings, inclusive of employer current service contributions, special payments and administrative expenses.

Members will also contribute 8% of pensionable earnings in aggregate based on a rate to be set that reflects a lower rate on earnings up to the YAMPE and a higher rate on earnings in excess of the YAMPE, with the objective of achieving an equitable relationship between contributions and benefits above and below the YAMPE. The preliminary member contribution rates as of July 1, 2021 are:

Earnings up to YAMPE: 6.7%

Earnings above YAMPE: 10.4%

The rate of member contributions up to and above the YAMPE will be determined following the filing of a July 1, 2021 valuation, to be confirmed by an independent actuary selected by LUFA and LUSU and to become effective on a date to be agreed by Laurentian, LUFA and LUSU.

C. Pension Committee Terms of Reference

The Pension Committee Terms of Reference are amended as set out in Appendix “A”.

D. Registered Pension Plan Benefits and Funding Policy

A Benefits and Funding Policy to govern the financial management of the Registered Pension Plan shall be established based on the key terms set out in Appendix “B”.

The Benefits and Funding Policy shall, subject to review and amendment in accordance with its terms, bind the stakeholders and govern their future discussions, proposals, and negotiations in relation to the Registered Pension Plan.


E. Collective Agreement Proposals Relating to Pensions and Retiree Benefits

The LUFA-Laurentian and LUSU-Laurentian collective agreements will be revised to give effect to the above in accordance with the proposed amendments set out in Appendix “C”.

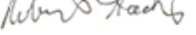
F. Joint Committee on the Benefits and Funding Policy and Long-Term Pension Sustainability:

1. A joint committee will be established prior to April 30, 2021 whose mandate will be to monitor and advise on the administration and implementation of the Benefits and Funding Policy. The joint committee will also review and report on the pros and cons of all possible long term sustainability options for the Registered Pension Plan, including the available JSPP options (at least CAAT DBPlus and the University Pension Plan), with the objective of making a recommendation to the Stakeholders (LUFA, LUSU and Laurentian) for adoption not later than December 31, 2021, or an alternative date set by the joint committee.
2. The joint committee will be comprised of four (4) Laurentian representatives, two (2) LUFA representatives and two (2) LUSU representatives.
3. Terms of Reference and Rules of Procedure for the joint committee are to be determined by April 30, 2021 by LUFA, LUSU and Laurentian, to be subject to binding mediation/arbitration by Eli Gedalof or William Kaplan absent a decision by April 20, 2021.
4. The joint committee will be supported by an independent actuary jointly selected by the committee.

LAURENTIAN UNIVERSITY FACULTY ASSOCIATION

Per:  c/s April 7, 2021
 Name: David Wright Date
 Firm: Ryder, Wright, Blair & Holmes LLP
 Title: Chief Negotiator and Counsel
I have the authority to bind the Association

LAURENTIAN UNIVERSITY OF SUDBURY

Per:  c/s April 7, 2021
 Name: Robert Haché Date
 Title: President
I have the authority to bind the Corporation

LAURENTIAN UNIVERSITY STAFF UNION

Per: _____ c/s _____
 Name: Tom Fenske Date
 Title: President
I have the authority to bind the Union

Strictly Confidential – Subject to Provisions of Appointment of Mediator Order dated February 5, 2021

C. Pension Committee Terms of Reference

The Pension Committee Terms of Reference are amended as set out in Appendix "A".

D. Registered Pension Plan Benefits and Funding Policy

A Benefits and Funding Policy to govern the financial management of the Registered Pension Plan shall be established based on the key terms set out in Appendix "B".

The Benefits and Funding Policy shall, subject to review and amendment in accordance with its terms, bind the stakeholders and govern their future discussions, proposals, and negotiations in relation to the Registered Pension Plan.

E. Collective Agreement Proposals Relating to Pensions and Retiree Benefits

The LUFA-Laurentian and LUSU-Laurentian collective agreements will be revised to give effect to the above in accordance with the proposed amendments set out in Appendix "C".

F. Joint Committee on the Benefits and Funding Policy and Long-Term Pension Sustainability:

1. A joint committee will be established prior to April 30, 2021 whose mandate will be to monitor and advise on the administration and implementation of the Benefits and Funding Policy. The joint committee will also review and report on the pros and cons of all possible long term sustainability options for the Registered Pension Plan, including the available JSPP options (at least CAAT DBPlus and the University Pension Plan), with the objective of making a recommendation to the Stakeholders (LUFA, LUSU and Laurentian) for adoption not later than December 31, 2021, or an alternative date set by the joint committee.
2. The joint committee will be comprised of four (4) Laurentian representatives, two (2) LUFA representatives and two (2) LUSU representatives.
3. Terms of Reference and Rules of Procedure for the joint committee are to be determined by April 30, 2021 by LUFA, LUSU and Laurentian, to be subject to binding mediation/arbitration by Eli Gedalof or William Kaplan absent a decision by April 20, 2021.
4. The joint committee will be supported by an independent actuary jointly selected by the committee.

LAURENTIAN UNIVERSITY FACULTY ASSOCIATION

Per: _____ c/s _____
 Name: David Wright Date _____
 Firm: Ryder, Wright, Blair & Holmes LLP
 Title: Chief Negotiator and Counsel
I have the authority to bind the Association

LAURENTIAN UNIVERSITY OF SUDBURY

Per: _____ c/s _____
 Name: Robert Haché Date _____
 Title: President
I have the authority to bind the Corporation

LAURENTIAN UNIVERSITY STAFF UNION

Per: Tom Fenske c/s APRIL 5th 2021
 Name: Tom Fenske Date _____
 Title: President
I have the authority to bind the Union

Appendix “A”**LAURENTIAN UNIVERSITY PENSION COMMITTEE****Terms of Reference**

1. To monitor, and advise the Finance Committee of the Board of Governors on the following matters:
 - a) the selection of one or more investment managers;
 - b) the investment policy of the plan; and
 - c) operational changes to the administration of the plan.
2. To meet with the investment manager(s) to review fund performance.
3. To meet with representatives of the investment consultant to review comparative pension fund investment measurement reports.
4. To advise the University on periodic reports to be provided to plan members.
5. To review the actuarial valuation reports prepared by the actuary of the plan.
6. To implement and administer the Benefits and Funding Policy.
7. To consult with the Joint Committee on the Benefits and Funding Policy and Long-Term Pension Sustainability as contemplated by the Benefits and Funding Policy.
8. To propose plan text amendments (i) required to satisfy regulatory compliance requirements and (ii) required to be made in accordance with the Benefits and Funding Policy.

Composition**Voting Members**

Five representatives appointed by the Board of Governors

Three representatives appointed by the Faculty Association (LUFA)

Two representatives appointed by the Staff Union (LUSU)

Non-Voting Members

Associate Vice-President Human Resources and Organizational Development (ex officio)

Associate Vice-President, Financial Services (ex officio)

One representative of faculty retirees

One representative appointed by non-union administrative staff (LUAPSA)

Rules of Procedure

The Pension Committee's Rules of Procedure are to be developed consistent with these Terms of Reference.

Revised: April 30, 2021

Appendix “B”**Key Terms****Registered Pension Plan Benefits and Funding Policy (“Funding Policy”)**

Laurentian University, LUFA, and LUSU have agreed to reduce pension benefits in the context of Laurentian University’s proceeding under the *Companies’ Creditors Arrangement Act*. As a consequence, the aggregate 16% contribution rate for the Plan has been developed to exceed the current service cost of the plan design on and after July 1, 2021.

This Funding Policy’s purpose is to ensure that excess contributions will be used to (i) build reserves and (ii) grant benefit improvements.

The following criteria must be met in order for benefit improvements to be granted:

- The Plan must be 95% funded on a solvency basis;
- The Plan must be 105% funded on a going concern basis, including Provision for Adverse Deviations;
- The cost of any benefit improvement maintains a low risk of special payments in the five years following the benefit improvement. For this purpose, a benefit improvement must result in the solvency ratio of the Plan remaining at no less than 90% and the going concern funded status of the Plan, including Provision for Adverse Deviation, remaining at no less than 103% following the granting of the improvement; and
- The contributions to the Plan have a low risk of exceeding 16% of pensionable earnings.

The priority of benefit improvements and building of reserves is to be set out in the Benefits and Funding Policy to be established by Laurentian University, LUFA and LUSU and shall reflect the key terms set out herein. Agreement on the Benefits and Funding Policy shall be reached by April 30, 2021, to be subject to binding mediation/arbitration by Eli Gedalof or William Kaplan, absent a decision by April 20, 2021.

The criteria for granting benefit improvements will be assessed against robust actuarial analysis prepared annually. The actuarial assumptions and methodologies used will be the same as those used in the latest filed actuarial valuation for the Plan. Actuarial assumptions and methodologies are to be based on best estimates.

The Joint Committee on the Benefits and Funding Policy and Long-Term Pension Sustainability (the “**Joint Committee**”) comprised of representatives of Laurentian, LUFA and LUSU, pursuant to the LUFA/LUSU Pension Term Sheet will be notified by the Pension Committee and given the opportunity to comment prior to changes to the actuarial assumptions for filed valuations.

The Joint Committee will be notified by the Pension Committee of any proposed changes to the Statement of Investment Policy and given the opportunity to comment prior to the implementation of any changes.

The Joint Committee will monitor the administration of the Benefits and Funding Policy to ensure that Plan amendments to give effect to improvements to benefits and establishment of reserves are implemented pursuant to the criteria and priority described therein.

No benefit improvements will be considered prior to July 1, 2025, unless prior to that time the surplus in the Plan exceeds the *Income Tax Act* (“ITA”) maximums, in order to build reserves.

Employer contribution holidays and reductions in employer contribution rates are prohibited.

Contributions to the Plan are subject to the *Pension Benefits Act* and ITA.

This policy is subject to review by Laurentian University, LUFA and LUSU no later than July 1, 2025.