

COLLECTIVE AGREEMENT

between

**the Laurentian University
Faculty Association
and
the Board of Governors
of Thorneloe University**

2014–2017

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1. INTRODUCTION

ARTICLE 1.10 – TITLE

- 1.10.1 The official title of this Agreement shall be “The Collective Agreement between the Laurentian University Faculty Association and the Board of Governors of Thorneloe University”. Hereinafter, this title shall be referred to as the Agreement.

ARTICLE 1.15 – DEFINITIONS

- 1.15.1 For the purpose of this Agreement the following words shall bear the definition indicated herein except as otherwise provided in this Agreement:
- a. **Academic Year** shall mean the twelve (12) calendar-month period commencing on the 1st day of July and ending on the 30th day of June following in any year;
 - b. **Act** or **Thorneloe University Act, 1960–61** shall mean the Act to Incorporate Thorneloe University;
 - c. **Association** shall mean the Laurentian University Faculty Association (LUFA);
 - d. **Board of Governors** or **Board** is the body referred to by that name and defined in the Thorneloe University Act, 1960–61;
 - e. **Member** shall mean a person employed on the full-time academic staff of Thorneloe University in Sudbury, within the Bargaining Unit described in the certificate and decision of the Ontario Labour Relations Board dated September 10, 1990, which is attached as Appendix A and deemed to form part of this collective agreement;
 - f. **Employer** shall mean the Board of Governors, or its successors, or officers delegated by the Board to act on its behalf;
 - g. **Immediate Family** shall mean a spouse either in law or in common law, sibling, parent, or child;
 - h. **Parties** shall mean the Board of Governors of Thorneloe University and the Laurentian University Faculty Association;
 - i. **President** shall mean the President of Thorneloe University or the President’s Board-appointed designate;
 - j. **Senate** is the body referred to by that name and defined in the Thorneloe University Act, 1960–61;
 - k. **University** is the body constituted as Thorneloe University, as defined by the Thorneloe University Act, 1960–61;
 - l. **Adjunct Professors** are those persons appointed as such by the Senate of Thorneloe University.
 - m. **Conflict of interest** means a situation where an individual stands to benefit from a decision being made with respect to a person who is a member of the individual’s immediate family, or with whom the individual has any relationship of an intimate and/or financial and/or commercial nature either current or past, which conflicts or

appears to conflict with the individual's responsibility to the University and includes an actual, apparent and/or perceived conflict of interest.

ARTICLE 1.20 – PURPOSE OF THE AGREEMENT

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

ARTICLE 1.25 – THE OBJECTS AND PURPOSES OF THE UNIVERSITY

- 1.25.1 The objects and purposes of the University, as set out in the Act, are:
The advancement of learning and the dissemination of knowledge; and
The intellectual, social, moral and physical development of its members and the betterment of society.
- 1.25.2 The Mission Statement the University is:
Thorneloe University is an interdisciplinary centre of teaching, learning and research in the humanities, the arts and theology.
A founding member of the Laurentian University federation and affiliated with the Anglican Church, Thorneloe provides an accessible education fostering critical inquiry in a student-focused environment.
- 1.25.3 The parties agree to co-operate in the pursuit of these objects, purposes and mission.

ARTICLE 1.30 – DEADLINES AND TIME LIMITS

- 1.30.1 Deadlines and time limits expressed throughout this agreement are binding on the parties, except as expressly referred to herein.
- 1.30.2 In the event that the Thorneloe Steward is absent for two (2) or more consecutive days due to illness, leaves, vacation or other valid administrative or academic reasons, the Association may appoint another Member as steward during the absence. The Association will notify the President of such substitution prior to any activity being carried out by the replacement.
- 1.30.3 In the event that the President is absent for two (2) or more consecutive days due to illness, leaves, vacation or other valid administrative or academic reasons, the deadlines for the Employer's responses or actions throughout this agreement shall be deemed to be extended by the length of such absence. Where the need for such extension has occurred, the President will so notify the Association at the time of responding to or acting on the issue concerned.

ARTICLE 1.35 – COPIES

- 1.35.1 The Board shall, within thirty (30) days after the ratification of this Agreement, provide, at no charge, a copy of this Agreement to each Member of the Association.
 - 1.35.2 The Board shall also issue, at no charge, a copy of the Agreement to each new appointee whose appointment falls within the Bargaining Unit, no later than with the offer of appointment.
 - 1.35.3 The cost of producing any additional copies shall be borne by the party that requests them.
 - 1.35.4 Copies of this Agreement may be freely distributed by either party for internal use and within the university community.
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2. RELATIONS BETWEEN THE UNON AND THE EMPLOYER

ARTICLE 2.10 – RECOGNITION OF THE BARGAINING UNIT

- 2.10.1 The University recognizes the Association as the exclusive bargaining agent for the Bargaining Unit as defined in the OLRB certificate and decision of September 10, 1990, which is attached to this Agreement as Appendix A and forms part of the Agreement.

ARTICLE 2.15 – RECOGNITION OF THE EMPLOYER

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

ARTICLE 2.20 – RIGHTS AND PRIVILEGES OF THE ASSOCIATION

- 2.20.1 The Association shall have access to the internal postal services of the University. Normal practice of charging for external mail will apply. External Association mail will bear LUFA identification on the envelopes.
- 2.20.2 The Employer shall permit the Association to use University premises as meeting rooms on the same basis as University organizations, and requests shall be made in advance through the University office.
- 2.20.3 Service to LUFA in joint endeavours with the Employer shall be considered in the evaluation of performance and it shall be deemed to be equivalent to University Governance in the context of Article 4.10 – Rights, Responsibilities and Duties of Academics.
- 2.20.4 Absence of Members on Association business shall be governed by Article 5.60 – Absence: General.
- 2.20.5 The Association shall have the right to designate a Member to act as an observer at University Board meetings not held in-camera, and, subject to the usual consent of the

University body meeting, to make presentations to such meetings. This designated Member shall receive the usual notices and documents of all Board meetings excepting confidential documents.

ARTICLE 2.25 – DUES CHECK-OFF

- 2.25.1 No Employee shall be required to join the Association as a condition of employment. Except as hereinafter specified, the Employer shall deduct once monthly during the term of this Agreement from the salary of each Member monthly dues or other assessments for general Association purposes uniformly and regularly payable as authorized in accordance with the Constitution and By-laws of the Association and certified in writing to the Employer by the Association.
- 2.25.2 The Association shall request the deduction of no more than one amount from each Member each month. Such amount shall include both the monthly dues and other assessments and shall hereinafter be termed the monthly dues.
- 2.25.3 At the commencement of the Agreement, the Association shall advise the Employer in writing of the amount of its monthly dues. Thereafter the Association shall advise the Employer in writing of any change in the amount of deduction required, such notice to be given at least thirty (30) days prior to the effective date of such change which shall be the first day of a month. The Association shall limit the change in monthly dues to no more than three (3) times per year.
- 2.25.4 Except as hereinafter specified, the amounts so deducted shall be remitted to the Association by the 15th of the month following the month in which the deductions are made together with a list specifying the names of those Members from whose salaries the aforementioned deductions have been made and the individual amount of each deduction. The Employer shall with the list aforesaid provide the names of all Members who have ceased to be Employees of the University.
- 2.25.5 The Employer shall deduct from the salary of each Member who obtains an order from the Ontario Labour Relations Board under section 47 of the Labour Relations Act of Ontario (directing that the said Member is not required to pay monthly dues or other assessments to the Association because of his or her religious conviction or belief) an amount equal to the monthly dues or other assessments for general Association purposes uniformly and regularly payable by a Member and shall remit said amount on behalf of the said Employee to the University's Scholarship Funds.
- 2.25.6 In the event the Association wrongfully receives dues hereunder on account of an Employee who is not in this Bargaining Unit, or on account of a Member in this Bargaining Unit but in excess of the amount required, the Association agrees to reimburse the Employee for the amount so received. The Association shall indemnify and save harmless the University against any action arising out of the wrongful deductions of money for Association purposes resulting from the Association's instructions and the refusal of the Association to reimburse the Employee.
- 2.25.7 At the time that Income Tax T4 slips are provided to each Member by the Employer, the Employer shall indicate on the T4 slips the deductions from her/his salary under this article.

ARTICLE 2.30 – EMPLOYMENT OF NON-MEMBERS OF THIS BARGAINING UNIT

- 2.30.1 The Employer agrees that, except as otherwise provided in this article, it will not employ persons outside of the Bargaining Unit to teach in the programs of the University.
- 2.30.2 Whenever possible, the Employer will make use of eligible Members (see Article 6.30.5) to fulfil its teaching requirements. When not possible, the Employer may employ persons outside of the Bargaining Unit.
- 2.30.3 Persons outside of the Bargaining Unit who may be employed by the Employer to teach in its programs shall include:
- a. Visiting and Adjunct professors whose experience and talents enhance the life and work of the University. A visiting professor is a person on leave from another university and if employed by Thorneloe then for not more than one (1) year. An Adjunct Professor is a person appointed as such by the Senate of Thorneloe University.
 - b. Exchange professors.
 - c. Persons who occupy a senior academic administrative post within the University.
 - d. Qualified part-time personnel.
 - e. Such other persons who may be required to fulfil teaching duties and who are appointed on a part-time basis under conditions of urgency by the President.

ARTICLE 2.35 – CORRESPONDENCE

- 2.35.1 All correspondence between the parties arising out of this agreement or incidental thereto shall be forwarded to the Thorneloe Steward of the Association at a mailing address to be designated by the Association, or to the President of the University at the University.

ARTICLE 2.40 – INFORMATION

2.40.1 *Use of Information*

The parties recognize that their mutual goals, stated in Article 1.20 can only be realized if both parties have access to necessary information required for effective collective bargaining and the proper administration of this Agreement. The parties recognize the need to respect the right to privacy and confidentiality. The Board and/or the President will inform the Association before it makes any request of a Member to provide confidential information, including, but not limited to, medical information. In all cases, the parties will use appropriate discretion in the use of such information, including but not limited to restricting the use of such information to the principals involved in resolving any matter deemed by both parties to require access to such information. This shall not be construed to require either party to supply information which is confidential with respect to matters relating to labour relations. Except when required by law, the Board agrees not to release any individually identifiable statistical data in aggregate form concerning Members to any person, body, agency, or institution without the prior written consent of the Association.

2.40.2 *Information Provided by the Board*

- a. The Board undertakes to provide the LUFA office at Laurentian with the following, in

October of each year:

1. a list showing the name, rank, salary, status, and extra stipends (such as overloads) of each Member in the Bargaining Unit;
 2. the teaching workload of all teaching non-Members of the Bargaining Unit as per Article 2.30;
 3. copyright contracts with Members per Article 4.91;
 4. the names of Members who have been granted sabbatical or any other type of leave, the name of each replacement for a Member on leave and type of appointment;
 5. for Professional Allowances as per Article 4.95, the total amount budgeted for, requested and expended in the previous academic year.
 6. the letters of appointment of all new Members who accept employment with the University subsequent to the signing of this Collective Agreement by both parties.
- b. Upon request, the Board undertakes to provide the Association with a copy of the reports normally prepared by the Registrar of Laurentian University showing the number of students enrolled in each of the classes offered by Thorneloe University (the class counts).
- c. The Board undertakes to provide the Thorneloe Steward, within 15 days of receipt and/or approval
1. a copy of the University's annual audited financial statements and supporting schedules, following approval of these by the Board of Governors;
 2. the letters of appointment of all new Members who accept employment with the University subsequent to the signing of this Collective Agreement by both parties.

2.40.3 *Information Provided by the Association*

The Association agrees to provide the Board with:

- a. copies of any statements or representations made or to be made publicly by the Association prior to or at the same time as these are made public;
- b. an up-to-date copy of the constitution and by-laws of the Association;
- c. the name of the Thorneloe Steward.

2.40.4 *Confidential Information*

- a. It is understood that this section shall not be construed to require either party to supply any information which is confidential with respect to matters relating to labour relations.
- b. Except when required by law, the Board agrees not to release any individually identifiable statistical data in aggregate form concerning Members to any person, body, agency, institution without the written consent of the Association.

2.40.5 *Additional Information*

Nothing in this Article is meant to preclude either party to this Agreement from making requests for and receiving additional non-confidential information from time to time.

ARTICLE 2.45 – THE ADMINISTRATION OF THE AGREEMENT

2.45.1 *Liaison Persons*

- a. The Thorneloe Steward and the President shall act as liaison between the two parties as required by this Agreement as well as co-ordinate and exchange information as per Article 2.35. When either party deems it advisable, its representative may be accompanied by one (1) or more advisers.
- b. The parties are authorized from time to time to enter into memoranda of agreement with regard to the Collective Agreement. The parties may from time to time authorize other representatives, in addition to the President and the Thorneloe Steward to sign these memoranda of agreement.

2.45.2 *Joint Consultative Committee*

The parties agree to form a Joint Consultative Committee for the Administration of the Agreement, composed of two (2) representatives of each party as follows: the President of the Association and the President of the University or their respective designates; the Thorneloe Steward and one Employee of the Board of Governors or their respective designates.

- a. The Committee shall attempt:
 1. to maintain and develop a spirit of co-operation and mutual respect between the parties;
 2. to facilitate better working relationships between the Board and the Association and Members;
 3. to discuss, review, and make recommendations to the parties on matters of concern to either party.
- b. The Committee shall meet when deemed useful or necessary by mutual agreement of the parties.
- c. The Committee shall be chaired in alternation by a representative of the Board and a representative of the Association. The chair shall be responsible for preparing and distributing the agendas and preparing minutes of meetings.
- d. The Committee shall determine its own procedures subject to the provision that a quorum shall consist of both representatives of each party.
- e. The Committee shall not have the power to add to or to modify the terms of this Agreement.

ARTICLE 2.50 – EXISTING PRACTICES

- 2.50.1 The parties recognize that several of the non-monetary working conditions enjoyed by the Members, e.g. Laurentian University library privileges, have been arranged by both formal and informal agreements between the Boards of Thorneloe and Laurentian Universities. The Board agrees not to initiate any changes in such formal or informal agreements with Laurentian, except as agreed by the Association. However, should changes be initiated unilaterally by Laurentian University, then prior to modifying or discontinuing any such working conditions covered by this Agreement, the Board agrees to give notice of such change or discontinuance to the Association and to make a joint request to Laurentian that

such changes not be initiated during the term of this Agreement.

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

ARTICLE 2.55 – MODIFICATIONS TO THE LEGAL STATUS OF THE UNIVERSITY

- 2.55.1 Any future proposals by the Board to amend the Thorneloe University Act, 1960-61 shall be presented to the Legislative Assembly of the Province of Ontario, after consultation with the Association.

ARTICLE 2.60 – SENIOR ACADEMIC ADMINISTRATORS

2.60.1 *Selection*

While retaining the right to appoint Senior Academic Administrators, including the Provost and the President, the Employer recognizes the usefulness and desirability of consultation with Members in their selection, and shall follow procedures which involve participation by the Members. In instances where an outside candidate is also appointed to an academic rank, that rank shall normally be consistent with criteria listed in Article 4.15 – Academic Qualifications Guidelines.

2.60.2 *Removal*

The Employer shall consider all serious complaints against Senior Academic Administrators and take action which it deems appropriate. It is understood that if a majority of Members within the Administrator's purview indicate dissatisfaction with that Administrator, the Employer will view this as one example of a serious complaint.

2.60.3 *Re-entry into the Bargaining Unit*

- a. Any Senior Academic Administrator who ceases to hold administrative office but continues as a full-time teaching Employee of the University shall become a Member of the Bargaining Unit.
- b. No Member shall be displaced by the entry or re-entry into the Bargaining Unit of a former Senior Academic Administrator.
- c. For all purposes relating to this Agreement, Membership in the Bargaining Unit of a Senior Academic Administrator shall be reckoned as if he/she had not been outside the Bargaining Unit during her/his term of office.

2.60.4 *Acting or Substitute Senior Academic Administrators*

- a. The University may from time to time appoint a Member of the Bargaining Unit to act or substitute for short periods of time in the place of a Senior Academic Administrator. A Member so serving shall not undertake or be required to undertake any personnel action that would normally be undertaken by the Senior Academic Administrator.

- b. For longer periods, when there is a need for an appointee to substitute or act with full authority and responsibility of office, the Employee who so acts shall cease to be a Member of the Bargaining Unit for the period of substituting or acting and shall receive compensation for that period.

3. WORKING CONDITIONS

ARTICLE 3.10 – ACADEMIC FREEDOM

- 3.10.1 In addition to their legal rights as citizens, Members have the right to academic freedom. Academic freedom is the right to search for truth, knowledge and understanding and to express freely what one believes. The University and Faculty Association as institutions and the community of their scholars have a duty to protect and defend the search for knowledge and truth by all who enquire, teach, and learn under its auspices. They shall be free to carry out research and to publish its results, free to teach, to discuss and to criticize both the University and the wider society it serves.
- 3.10.2 Academic freedom includes the right, without restriction by prescribed doctrine, to freedom in teaching; freedom in research and scholarship including the right to disseminate and publish the results thereof; freedom to produce and perform creative works; freedom to acquire, preserve, and provide access to documentary material in all formats; freedom to participate in professional and representative academic bodies; freedom to engage in service to the institution and the community; and freedom to express one's opinion about the University, its administration, and the system in which one works.
- 3.10.3 The principle and practice of collegial governance is essential for the exercise of academic freedom within the University. Members are entitled to have representatives on and to participate in collegial governing bodies in accordance with their role in the fulfilment of the University's academic and educational mission.
- 3.10.4 Academic freedom also entails the right of academic staff to exercise their civil liberties as individuals, including the right to contribute to social change through free expression on matters of public interest, without being censored, impeded, or hindered by the Employer.
- 3.10.5 The Employer shall not abridge academic freedom on any grounds, including claims of institutional autonomy.
- 3.10.6 The Parties agree that Members have the right to privacy, consistent with the traditions of academic freedom and the provisions of this article.

ARTICLE 3.15 – EMPLOYMENT EQUITY

- 3.15.1 Thorneloe University and the Laurentian University Faculty Association support the principle of employment equity as defined by applicable legislation, and agree to develop policies which ensure that the opportunities for appointment, promotion, and the conditions of service for Members, are equal for women, people with disabilities, visible minorities, and Aboriginal people.

ARTICLE 3.20 – NEW HIRES

- 3.20.1 New members who have been appointed to a tenure-track position shall be eligible to receive a 3-credit course reduction from the normal workload of 15 credits in any year of their employment prior to the granting of tenure.
- 3.20.2 New members who have been appointed to a tenure-track position shall be eligible to receive a \$4000 research grant, expendable prior to the granting of tenure. Applications for the research grant must meet the criteria set out for Professional Allowance (4.95 3).

3.20.3 *Childcare Assistance*

The University will provide information about childcare facilities in Sudbury and subsidies available for childcare expenses not later than the offer of employment.

3.20.4 *Spousal Hires*

- a. When a candidate has been recommended by a Thorneloe Academic Unit for tenure track (or probationary) or tenured position and has a spouse or partner who may be qualified for an academic position, a Thorneloe Academic Unit appropriate to the discipline of the spouse or partner may recommend a 1–3 year term appointment without advertising under the following conditions:
1. The President has confirmed the availability of a position within the academic unit in question, in consultation with all department chairs;
 2. The Chair has made available an application file for viewing by all Members of the Thorneloe Academic Unit and has arranged interviews and open meetings with the candidate and the Members in the Unit, on campus or through Telecommunications Technology;
- b. Notwithstanding the provisions of Article 4.35.2 c.1, an appointment made under these provisions may be extended, subject to Unit approval, for a period of up to five (5) years in total.
- c. A majority of the full-time members of the Academic Unit and 2/3 of the full-time members of the Thorneloe Faculty Council by vote have approved of the recommendation, including the term of the appointment when applicable;
- d. The appointment has been approved by the President after review of the application file and the Unit and Faculty Council recommendations;
- e. The decision of the President is not subject to grievance.

ARTICLE 3.25 – NO DISCRIMINATION

- 3.25.1 Subject to section (7) of the Thorneloe University Act 1960–61, the parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practised by the parties or Members with respect to any Member in regard to salaries, rank, appointment, promotion, tenure, reappointment, dismissal, leaves, fringe benefits, or any other matter arising from this Agreement, by reason of age (except for retirement as provided for in this Agreement), race, language (except where the lack of language competence would clearly prevent carrying out the required duties), creed, colour, ancestry, ethnic or cultural background, national origin, political or religious affiliation or belief, sex, sexual orientation, marital status, family relationship, personal or social life style or behaviour, clerical or lay

status, disability (except where the physical, emotional or mental condition would clearly prevent the carrying out of the required duties).

- 3.25.2 The choice of the most competent person for the post as described in an approved job description or advertisement will not constitute discrimination.
- 3.25.3 There shall be no discrimination with respect to any Member arising from membership or activity in the Association, or from a failure to join or participate in the Association.
- 3.25.4 It is the responsibility of Members to deal ethically and fairly with students and their academic colleagues in relation to their own teaching. Ethical and fair dealing with students and colleagues includes respecting the policy and procedure on Harassment and Discrimination, if and when such is approved by LUFA and the Board.

ARTICLE 3.30 – WORKING ENVIRONMENT

- 3.30.1 The Employer acknowledges its responsibility to maintain facilities, services and general working conditions which support the effective discharge by Members of their responsibilities as specified in Article 4.10. The Employer may determine the manner in which and the level at which facilities and services are provided to Members, on the understanding that the Employer will endeavour to maintain reasonable levels of working space, secretarial and other support services, including telephones, computing, printing, duplicating, library services, and other services that assist Members in their duties. One of the criteria in determining the reasonableness of levels of service shall be the financial resources of the University. The parties agree to co-operate in achieving and maintaining compliance with the provisions of the AODA Policy on Accessibility Standards for Customer Service as they apply to the Employer and its Employees.

ARTICLE 3.35 – HEALTH AND SAFETY

- 3.35.1 The Employer recognizes a responsibility to provide an environment intended to protect the health and safety of Members as they carry out their responsibilities. To that end, the parties agree to co-operate in achieving and maintaining compliance with the provisions of the Occupational Health and Safety Act and amendments, and to the policy on Violence Prevention in the Workplace as they apply to the Employer and its Employees.

ARTICLE 3.40 – SECURITY

- 3.40.1 The parties agree to co-operate in achieving policies and practices aimed at improving security of the physical assets of the University and the personal possessions of Employees on University premises.

ARTICLE 3.45 – CONFLICT OF INTEREST

- 3.45.1 No individual shall knowingly participate in any academic or administrative decision, including decisions regarding commercial contracts or transactions, that benefits the individual, affects or benefits a person from whom the individual stands to derive a financial benefit or affects or benefits a person in a situation as defined in Article 1.15.1 m of this Agreement.
- 3.45.2 In the event the affected individual determines that a conflict exists of sufficient seriousness to compromise the integrity of the decision-making process, the affected individual shall

declare the nature and extent of the interest as soon as possible and no later than the meeting (s) at which the matter is to be considered and the individual in conflict shall:

- a. withdraw from the meeting where the matter is being discussed;
- b. refrain from taking part in any other discussion of the matter; and
- c. refrain from voting on the matter.

In the event there is a disagreement as to whether a conflict of interest exists, the Provost or his/her designate will decide the matter and the remedy will follow, accordingly. Decisions of the Provost or his/her designate can be challenged through the grievance procedure.

- 3.45.3 The term “individual” in this Article includes Members of the bargaining unit and management representatives.

ARTICLE 3.50 – BILINGUALISM

- 3.50.1 Although Thorneloe is a unilingual Anglophone institution, it is member a of a federation where both official languages are spoken. The University and the Faculty Association recognize the importance of maintaining and promoting both the English and the French languages and cultures. Accordingly, bilingualism among Faculty is desirable.

4. ACADEMICS AND RESEARCH

ARTICLE 4.10 – RIGHTS, RESPONSIBILITIES AND DUTIES OF ACADEMICS

- 4.10.0 Members have rights and responsibilities which derive from their positions as teachers and scholars working within the university community, and which reflect the reasonable expectations of the Members, the university community, the community at large, and the contractual expectations of the Employer.
- 4.10.1. RIGHTS AND RESPONSIBILITIES AS TEACHERS
- a. Members have an obligation to develop and maintain their scholarly competence and effectiveness as teachers within the area of their expertise. To this end, they will be expected to take advantage of opportunities for professional/academic development or upgrading where appropriate.
 - b. Members shall inform their students regarding their methods of evaluation which are consistent with Senate policies. They shall also inform their students regarding their instructional methods and seek approval of the Faculty Council and of the President for substantial changes in instructional methods involving significant increases in costs or significant departures from established practices, e.g. conversion of a lecture course to a reading course.
 - c. While it is recognized that whenever possible there shall be adequate consultation with the Member and the Departmental Council as to the assignment of teaching duties, once such teaching duties have been assigned in a fair and equitable manner by the President, it is the responsibility of the Member to teach the assigned courses to students registered in them at the time and place designated by the President in a

manner which is consistent with the course description in the Laurentian University calendar. Assignment of teaching duties shall be consistent with Article 4.80 – Academic Workload. Teaching responsibilities include being available for reasonable consultation with students at their teaching locale subject to Article 4.80.

- d. Members shall comply with all properly established regulations of the University which are not at variance with this Agreement. Members shall accept responsibility for participation in the effective operation of the University, including responsibilities for academic counselling, registration, and the supervision of examinations as appropriately assigned by the President.
- e. It is the responsibility of Members to deal ethically and fairly with students and their academic colleagues in relation to their own teaching. Ethical and fair dealing with students and colleagues includes respecting the policy and procedure on Sexual Harassment, if and when such is approved by Senate and the Board. It is also the responsibility of Members to foster a free exchange of ideas including a discussion of differing views, to avoid discrimination, to respect the principles of confidentiality in a manner consistent with the performance of their academic role, and to acknowledge their indebtedness to students and their academic colleagues in relation to their own teaching.
- f. Each Member shall have freedom of discussion. However, in the exercise of this freedom in the classroom, reasonable restraint shall be used in introducing matters unrelated to the Member's subject or discipline.
- g. Members shall be free to organize and to structure classroom activities and to adopt reasonable means to maintain a learning environment which is both productive and orderly.
- h. Members shall not alter or cancel scheduled instruction except with prior permission of the President in any but exceptional circumstances. Such permission shall not be unreasonably refused. Both parties agree that every reasonable effort will be made to notify the students affected. Timetable changes of a permanent nature require the prior permission of the President. Absences are governed by Article 5.60 – Absence: General.

4.10.2 RIGHTS AND RESPONSIBILITIES AS SCHOLARS/RESEARCHERS

- a. Members shall have the right and responsibility to devote a reasonable proportion of their time to scholarly activity.
- b. It is understood that for the purposes of this Collective Agreement the term 'scholarly activity' means:
 - 1. research directed towards a contribution to knowledge, and the dissemination of its results; and/or
 - 2. participation in those academic activities that contribute to the enhancement, creation and dissemination of knowledge, including membership and participation in appropriate professional and/or learned societies, scholarly conferences, workshops or seminars; and/or
 - 3. creative and professional activities which contribute to one's discipline.

- c. It is understood that scholarly activity may involve, although not necessarily be limited to the following, but in each case the Member must demonstrate that the activity is of good quality and is consistent with the contribution to knowledge described in the paragraph above. It is understood that this list does not imply an order of priority.
1. the writing and publication of books and of articles,
 2. the obtention of additional appropriate academic and/or professional qualifications,
 3. research for a doctoral dissertation,
 4. research carried out on research contracts,
 5. the writing of case studies,
 6. the development of teaching materials of an innovative sort which have a wider application than the Member's own teaching activities,
 7. the development of computer programs,
 8. the compilation of substantial scholarly bibliographies,
 9. translation of scholarly and creative standard,
 10. literary and artistic works appropriate to one's discipline,
 11. demonstrated leadership in professional education, including workshops,
 12. consulting which contributes to one's discipline,
 13. field work which contributes to one's discipline.
- d. It is understood that the above enumerated forms of scholarly activity are not necessarily of equal significance and are not necessarily to be given equal weight and application for each discipline when a Member is being evaluated for an annual increment, tenure or promotion. In such evaluations where the evidence does not rest on publications (broadly defined), other evidence of scholarly activity must be considered, but the burden of proof must rest upon the candidate.
- e. The parties agree that scholarly activity does not normally include research directly related to the immediate and normal preparation for teaching activity.
- f. Where appropriate in their published work, the Members shall indicate affiliation with the University and acknowledge their indebtedness to students and their academic colleagues in relation to their own research.
- g. The parties encourage all Members to deposit one signed copy of their published material in the University Library.
- h. Members have the right to participate in the activities of professional or learned societies and the like, providing such activities do not conflict with the reasonable fulfilment of assigned duties.
- i. In order that Members shall be eligible for a LURF (Laurentian University Research Fund) Grant, the Employer shall contribute to the LURF fund an amount per member equivalent to that provided by the Board of Governors of Laurentian University (or its designate) for their own members.

4.10.3 RIGHTS, RESPONSIBILITIES AND DUTIES OF UNIVERSITY GOVERNANCE

- a. While the primary responsibilities of Members are teaching and scholarly activity, Members have the right and the responsibility to participate in the governance of the University through membership on appropriate bodies, including LUFA and including Faculty Council, Academic Personnel Committee, Senate, and Laurentian University faculty bodies and when called upon, to participate to a reasonable extent in other university community bodies.
- b. While exercising university governance and administrative responsibilities, Members shall deal ethically with other university employees and students so that objectivity, fairness, and absence of discrimination are maintained in all deliberations including assessment of performance of any Employee or student. Members shall not infringe on the academic freedom of academic colleagues or students or breach confidentiality in this regard.
- c. Formal language training and provision of linguistic services will be recognized as university governance and administrative duties.

4.10.4 RIGHTS AND RESPONSIBILITIES AS MEMBERS OF THE LEARNED PROFESSIONS AND THE COMMUNITY AT LARGE.

- a. When addressing themselves to the community at large, Members retain the rights and responsibilities associated with academic freedom. Except when specifically authorized to speak on behalf of the University, a Member shall not by her/his conduct purport to be speaking or acting on behalf of the University.
- b. Recognizing that Members are part of a wider community and have responsibilities to this community in addition to their specific University obligations, and, to enhance the reputation of Thorneloe University, to help keep Members in touch with practice in their fields and to enhance the quality of their primary functions at the University, the Employer agrees that while Members are committed to full-time employment with the University, they may engage in paid or unpaid outside professional activities and community service provided that:
 1. The scope and nature of any such activities of a substantial nature, whether paid or unpaid shall be reported in writing to the President as part of the annual report of Members.
 2. Notwithstanding the above, activities that would involve Members spending a total of more than one half day a week on a regular basis between Monday and Friday during a term in which they teach shall be reported in writing to the President prior to the signing of a contract or beginning of the work.
 3. The President may require the Members not to undertake an activity or to moderate such an activity on the grounds that the time involved would or does interfere with the Member's academic obligations as defined in this Agreement. A reasonable period of time shall be allowed for the Members to comply.
 4. When a Member's outside professional activities involve the use of the University's facilities, supplies or services, permission for their use shall be sought from the President. Such permission shall not be unreasonably refused. These services shall normally be paid for at the prevailing internal University user rate, unless the

President agrees in writing to waive all or part of the fee(s).

ARTICLE 4.15 – ACADEMIC QUALIFICATIONS GUIDELINES

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

- a. ‘Doctoral degree’ or ‘doctorate’ shall mean an earned Ph.D. or other degree formally recognized as equivalent to an earned Ph.D.
- b. ‘Relevant experience’ shall mean any combination of teaching and scholarly activity as defined in Article 4.10 – Rights, Responsibilities and Duties of Academics and/or equivalent professional experience.
- c. ‘Professional designation’ shall mean a diploma earned as a result of additional experience/training and qualifying examinations.

4.15.2 In interpreting these guidelines, the following Articles shall apply:

- a. Article 4.10 – Rights, Responsibilities and Duties of Academics
- b. Article 4.15 – Academic Qualifications Guidelines
- c. Article 4.20 – Assessment of a Member’s Performance

4.15.3 **ACADEMIC QUALIFICATIONS GUIDELINES FOR APPOINTMENT OR PROMOTION OF MEMBERS OF THE REGULAR STREAM TEACHING FACULTY.**

a. *for the rank of Instructor*

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

b. *for the rank of Lecturer*

A Master’s degree or its formal equivalent; or a Baccalaureate degree and an appropriate professional designation.

c. *for the rank of Assistant Professor*

A Doctorate or its formal equivalent; or Master’s degree or its formal equivalent and satisfactory performance of the Member’s responsibilities and duties over a four-year period as per Article 6.20 and demonstrated evidence of scholarly activity as per Article 4.10.

d. *for the rank of Associate Professor*

1. A Doctorate or its formal equivalent; or in exceptional cases, a Master’s degree or its formal equivalent and satisfactory performance of the Member’s responsibilities and duties over a four year period as per Article 6.20 and demonstrated evidence of scholarly activity as per Article 4.10; and
2. the requirement for scholarly activity as stipulated under (3) may be replaced in exceptional cases by a consistently demonstrated quality of teaching and tutorial activity that clearly indicates outstanding qualities as a teacher as established by whatever is generally the accepted method of evaluation; and
3. evidence of scholarly activity (as per Article 4.10 – Rights, Responsibilities and

- Duties of Academics) that is of good quality; or
 - 4. a consistently demonstrated quality of teaching and tutorial activity that clearly indicates exceptional qualities as a teacher as established by whatever is the generally accepted method of evaluation; and
 - 5. at the time the promotion to Associate becomes effective, at least five (5) years of full-time teaching and/or research in a university or an institution of equivalent level or at least five (5) years of professional experience judged to be relevant for teaching at the university level.
- e. *for the rank of Full Professor*
- A Member shall:
- 1. meet all the requirements for promotion to the rank of Associate Professor as specified in 4.15.3 d above; and
 - 2. show evidence of scholarly activity (per Article 4.10 Rights and Responsibilities) which over a period of time ranks as a recognized contribution to the scholarly field or professional activity concerned; or
 - 3. have in extraordinary circumstances consistently shown clearly outstanding qualities as a teacher and have scholarly activity of good quality; and
 - 4. normally have accumulated, at the time that the promotion to Full Professor becomes effective, at least ten (10) years of full-time teaching and/or research in a university or in an institution of equivalent level, or have accumulated at least ten (10) years of professional experience judged to be relevant for teaching at the University level.

4.15.4 YEARS OF EXPERIENCE

A Member who has consistently demonstrated clearly outstanding performance in the areas of teaching and research may, in extraordinary circumstances, be promoted to the next rank without fulfilling the years of experience criterion as stipulated in Sections 4.15.3 c, d, e. The burden of proof of outstanding performance rests with the applicant.

ARTICLE 4.20 – ASSESSMENT OF A MEMBER’S PERFORMANCE

4.20.1 *Relevant Articles and Factors*

When making an assessment, the assessing body shall refer to Articles 4.10, 4.15 and the Articles relevant to the matter at hand and shall take into account all relevant factors including;

- a. the nature and scope of past teaching activities,
- b. the nature and scope of administrative responsibilities of Members,
- c. the unique nature of Thorneloe University; that is, small size, and remote location, and the 1998 Guidelines from the Council of Ontario University and College Theatre Programs on the Assessment of Creative Activity (Appendix D).

4.20.2 *Assessment Based On:*

- a. The assessment of a Member’s teaching performance shall be based on Senate

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

- b. It is agreed that Members shall have access to the results of course evaluations prior to their use by the University.
- c. It is the responsibility of Members to maintain on an annual basis their teaching dossiers, which shall contain, for each course taught, sufficient material to allow the Academic Personnel Committee to evaluate the contents of the course, the teaching/learning process, the means of assessing the performance of the students, and any other material the Member deems relevant to his/her teaching duties. This will include course syllabi, representative incidental handouts, sample examinations, and at the Member's discretion, any other material (such as course notes, solicited and unsolicited comments about courses taught) that give insight into teaching activity and quality.
- d. Committees which may use the results of the course evaluations and the contents of the teaching dossier in their deliberations shall receive suitable guidelines on their use and interpretation from the President.

4.20.3 *Priorities*

- a. The work of an academic Member falls into a number of categories as listed in Article 4.10. The parties agree that the categories differ in significance, and that those differences are themselves variable according to the nature of the evaluation underway. Thus, while Teaching Activity is the highest priority during tenure and renewal evaluation, Teaching and Research Activity are together the highest priority during promotion evaluation.
- b. Notwithstanding the primary considerations noted above, the parties recognize that the University benefits greatly from significant contributions in many areas including academic administration and/or university governance, continuous involvement in a Member's professional/learned society or in a community activity directly related to the work of the University. The parties agree that Members who have made such contributions shall have these contributions taken into especial account as compensating for lesser performance in another area.
- c. Notwithstanding the priorities noted above, the parties recognize that the University benefits greatly from the contributions of Members who are exceptional teachers. Members who can make such a contribution shall have this taken into especial account as compensating for lesser performance in another area.

4.20.4 *Reporting*

Every assessing body shall put forward its recommendation or decision in written form setting forth its findings and grounds for recommendation or decision in order that a Member may know which factors were persuasive in a recommendation or decision.

ARTICLE 4.25 – ACADEMIC PERSONNEL COMMITTEE

4.25.1 STRUCTURE OF THE APC

- a. There shall be an Academic Personnel Committee (APC) composed of five (5) eligible tenured Members and a Chair, who will be a Dean. The Chair will ensure that proper procedures are followed and will have no vote. The five voting members will designate one of their own to serve as liaison with the President, especially to ask for letters of

reference. In case membership of the APC falls below five members, additional members will be drawn from cognate disciplines in the Faculty of Humanities or Social Sciences. If there are more than five eligible members, they will elect the five among themselves.

- b. Members who have a matter before the APC are not eligible. Members on leave are not required to participate on APC, but in special circumstances may request permission of the APC to be included in its membership, with the understanding that this requires attendance at all meetings. Untenured faculty within the same department or program as a candidate for renewal or tenure are not eligible to sit on the APC for that academic year. In the event that an otherwise eligible Member goes on leave during the term of the APC, he/she may express a willingness to continue serving during the term of the APC. Eligibility shall be determined subsequent to the expiry of the deadline for application for promotion. Should a Member designated as eligible later become ineligible, the Member shall become ineligible on the date that her/his ineligibility becomes known to the Chair of the APC and this Member shall cease to serve on the APC for the duration of the academic year.
- c. It is understood that no new member can be added to the APC in the midst of deliberations on a specific application.
- d. If, prior to completion of its deliberations in a given academic year, the membership of the APC falls below five due to disability, leave, or termination of employment, the reduced number shall be deemed to constitute quorum, unless the membership of the APC falls below three.

4.25.2 VOTING, RECORDING AND REPORTING PROCEDURES

- a. A quorum shall consist of the full committee.
- b. All recommendations of the Committee shall be recorded. In order to establish which factors were persuasive in any given recommendation, the APC shall set forth in its recommendation its findings and the grounds for its recommendation. These recommendations shall be kept in the office of the President and shall be available to the members of the Committee. Committee members shall make their recommendation in a manner consistent with the Collective Agreement. A copy of the APC report shall be forwarded to the candidate at the time it is sent to the President.
- c. All recommendations of the APC shall be by majority vote. There shall be no abstentions. Members of the committee shall record their vote on an official ballot with their name on it and shall attach or write on the ballot a reasoned opinion supporting their vote. The Chairperson shall rely on these opinions in writing the committee's report and shall include a summary of the opinions in her/his report. Prior to sending the committee report to the President, the report must be brought to APC for review and approval. Members of the committee who wish to add a minority opinion may do so by submitting a written signed opinion which will be attached to the majority recommendation. Copies of the official ballots shall be made by the Chairperson, prior to sending the official ballots to the president. The Chairperson shall send the official ballots to the President, who shall retain them until all procedures up to and including arbitration have been exhausted and shall not be used for any other purpose.

- d. Prior to the end of each academic year, the chairperson of the APC shall make an annual report to the President summarizing the activities and decisions of the APC. This report shall indicate all decisions which were referred back to the APC by the President. A copy of this annual report shall also be sent to the Association.

4.25.3 OPERATING PROCEDURES (GENERAL)

- a. Before making any decision or recommendation on any individual Member, the Chair of the APC shall:
 1. Invite the candidate to meet with the APC. The candidate may be accompanied by a colleague of her/his choice.
 2. Take into account but not be limited to the following evidence:
 - a. Those portions of the candidate's active personnel file as per Article 4.55.6. The candidate shall be provided with a list of material from the personnel file that is being considered and that has not accompanied the application.
 - b. The assessments, in original form, by referees as noted in this Agreement (see also 4.25.4 c).
 - c. Evaluations of teaching performance which follow Senate sanctioned procedures and criteria, including Senate sanctioned student evaluations.
 - d. Any relevant material specified in the candidate's letter of application or *curriculum vitae*. The candidate shall be responsible within reason for producing one true copy of any material which he/she wishes to be considered.
 - e. The oral and/or written submission made by the candidate.
 - f. Such other factual information as is necessary to understand the evidence.
 - g. Anonymous material shall not be considered by the APC.
- b. Members of the APC shall agree to the maintenance of strict confidentiality in all matters discussed at meetings, especially the identity and comments of referees, and also all evidence taken into account in 4.25.3 a.2 above.
- c. When the APC has completed its inquiries and deliberations, it will forward its recommendation to the President. All relevant documentation shall be attached, including the written comments and evaluations of the referees and the original signed APC ballots. A copy of the recommendation shall be forwarded to the candidate and filed with the Association.
- d. The President and the candidate will meet to discuss the recommendation, if either person so requests within ten (10) days of the APC recommendation.
- e. The President shall base her/his decision solely on the evidence made available to the APC.
- f. Within thirty (30) days of an APC recommendation, the President shall confirm or refer back to the APC the recommendation. In cases where the recommendation is referred back, the President shall communicate in writing to both the candidate and the APC the reasons for doing so, and the basis of the request for reconsideration. Such reference back will be made only on the basis of allegations of procedural irregularities or potential violations of the terms of this agreement or a Member's contract. The

APC shall respond in writing within thirty days, and the President's decision will be communicated to the APC and the candidate.

- g. Copies of each final decision of the President shall be forwarded to the Association no later than thirty (30) days subsequent to the date that these decisions are forwarded to the Member.

4.25.4 REFEREES

- a. *Categories*

Internal referees: Members who are tenured or in at least their second year of a probationary contract and ineligible to serve on the APC; Adjunct Professors teaching in the same discipline as the candidate also qualify.

Laurentian referees: faculty or administrators from Laurentian University, the University of Sudbury, or Huntington University.

External referees: individuals who are qualified to assess the performance of the candidate, but are from outside the Laurentian University federation.

- b. *Minimum requirements*

For probationary renewal, no referees are required to be provided by the candidate, although the candidate may choose to provide Laurentian or external referees. The APC designate shall solicit written comments from internal referees, if any.

For tenure or promotion to Associate Professor, a minimum of two (2) Laurentian referees are required; external referees are optional. The APC designate shall solicit written comments from internal referees, if any. At the candidate's discretion, up to two (2) external referees may be substituted for Laurentian referees.

For promotion to Full Professor, a minimum of two (2) Laurentian referees and a minimum of two (2) external referees are required. The APC designate shall solicit written comments from internal referees, if any. At the candidate's discretion, up to two (2) external referees may be substituted for Laurentian referees.

- c. *Nomination of Referees*

1. Laurentian referees: A maximum of three (3) can be nominated by the Member and a maximum of three (3) by the President. The President in conjunction with the APC designate shall select a maximum of four (4) referees, at least two (2) of which will be from candidate's submission provided she/he selected at least two (2) names.
2. External referees: A maximum of two (2) can be nominated by each of the candidate and the President. All such referees will be asked to submit an assessment of the candidate.

- d. *Solicitation of Comments*

1. The President and the APC designate shall be jointly responsible for soliciting the opinions of internal, Laurentian, and external referees. The referees will be asked to make their assessments in terms of the criteria for evaluation stated in Articles 4.10, 4.15, 4.20, and others as appropriate; they will be provided with a copy of all relevant articles. Referees should also view teaching and research material

submitted for evaluation by the candidate.

2. The President and the APC designate shall be jointly responsible for preparing a verbatim compendium of the opinions of the referees in a manner which makes it difficult to attribute specific comments to authors of these comments. This compendium shall be forwarded to the candidate prior to her/his meeting with the APC.
3. Letters of reference will be made available only to the President and members of the APC. They will be kept locked in the President's office except when needed on APC business, and will be destroyed after one (1) year.

4.25.5 CRITERIA

In all of its deliberations, the APC shall refer to Articles 4.10, 4.15 and 4.20. In addition, in the matter of RENEWAL and TENURE, the recommendation must be negative if the finding of the APC is that overall teaching performance is unsatisfactory or the probationer has not met the formal educational and/or professional qualifications specified in the original letter of appointment.

ARTICLE 4.30 – TIMELINES FOR TENURE, RENEWAL AND PROMOTION PROCEDURES

- 4.30.0 See also Appendix F – Summary of Important Dates.
- 4.30.1 An application for promotion shall reach the President no earlier than July 1 and no later than September 30, for decision in that Academic Year.
- 4.30.2 Members coming before the APC on matters concerning probationary renewal, tenure, and promotion shall submit the following to the President's office by October 10:
 - a. an updated *curriculum vitae* of the applicant
 - b. the names and required data for Laurentian and External referees, either optional or required, as outlined in Article 4.25.4. All referees must be qualified to assess the research and creative works of the applicant.
 - c. a copy of the research and creative works the applicant wishes to have considered in the examination of the application, it being understood that the applicant may attach a clear and detailed description of these works when the works are such that their physical submission is not practical.
 - d. a teaching dossier as described in Article 4.20.2.
 - e. The materials listed in 4.30.2 a–d may be submitted by the applicant electronically.
- 4.30.3 The President and APC designate shall jointly request letters from referees by October 20.
- 4.30.4 Referees shall be asked to submit their letters by November 15.
- 4.30.5 The APC will forward its recommendations by December 15 of the academic year in which the evaluation takes place.
- 4.30.6 The President shall inform the candidate and the Chair of the APC of his or her final decision by January 15.
- 4.30.7 In the event that the APC is unable to meet any of the deadlines set out in this Collective Agreement by virtue of its inability to meet with quorum or to obtain the requisite referees'

comments, then all subsequent deadlines in the particular procedure are extended by the length of time that the APC requires to obtain the quorum or the referees' comments.

ARTICLE 4.35 – APPOINTMENT AND RENEWAL OF APPOINTMENT

4.35.1 APPOINTMENT OF MEMBERS OF THE BARGAINING UNIT

a. *Recommendations*

Appointments and re-appointments shall be made by the Board on the recommendations from the President and the Faculty Council as to the most suitable candidate(s). In cases of urgency and with the written agreement of the parties, the recommendation of the Faculty Council may be waived.

b. *Advertising*

Except in cases of urgency or on the re-appointment of a term appointee, all vacancies in the Bargaining Unit must be advertised:

1. within the University and
2. outside the University in suitable national and discipline publications, such as *University Affairs*, *CAUT Bulletin* and other publications that may be especially directed to women members of the profession.

c. *Priorities and Criteria*

1. If a number of candidates have been judged to be substantially equal in qualifications and appropriateness of academic specializations, priority shall be given to Canadian citizens, permanent residents, and persons on minister's permits.
2. Where selection has to take place among equally qualified candidates, relevant criteria for appointment shall include teaching/professional and scholarly potential.
3. In disciplines where it is difficult to attract qualified faculty, the Board and the Association will work together to devise and implement innovative appointment arrangements in order to combine appointments with the opportunity to complete doctoral degrees.
4. Candidates from within the Bargaining Unit shall be entitled to consideration for all advertised posts.

d. *Appointment Ranks*

Appointments shall be made only to the ranks referred to in this agreement, *i.e.*, instructor, lecturer, assistant professor, associate professor, full professor.

e. *Appointment Status Categories*

Appointments shall be made only in the status categories referred to in this agreement, *e.g.*, limited term, probationary and tenured. From time to time the parties may agree to other categories.

f. *Letters of Appointment*

Letters of appointment shall specify all terms and conditions of appointments,

including rank, status, and salary, and any special conditions and formal educational requirements (Article 4.15), special sabbatical credit per Article 3.20 and extra moving expenses per Article 6.50. No letter of appointment shall contain any conditions not consistent with this Agreement.

g. *Official Documents*

Upon appointment the new Employees shall provide copies of their birth certificate, or equivalent document, and upon request certified copies of academic professional qualifications obtained by the Employee.

4.35.2 LIMITED TERM APPOINTMENTS

a. *Status and Purpose*

Limited term or term appointments are appointments which carry no implication of renewal or continuation beyond the stated term and no implication that the appointee shall be considered for tenure. Limited term appointees shall be considered Employees unless excluded by Article 2.10 – Recognition of the Bargaining Unit. Limited term appointments are utilized:

1. to bring distinguished visitors to the University;
2. for exchange appointments;
3. to provide replacements for Members during absences;
4. to provide replacements for Members on leave;
5. to respond to specific academic needs which the Board, for academic and/or budgetary reasons, does not wish to result in an appointment in the probationary stream. This shall be done in consultation with the Association;
6. for appointments to programs with provisional funding or of a trial nature.

b. *Promotion*

A term appointee may not apply for promotion in the final year of her/his term appointment. A term appointee re-appointed to a further term appointment or a term appointee re-appointed to a probationary position shall be re-appointed to the same rank that he/she held in her/his previous appointment. A Member so re-appointed may, subsequent to reappointment, also apply for a promotion. The application for promotion shall be submitted to the President, within fifteen (15) working days of the re-appointment. The APC shall forward, by December 15, the application and its decision to the President for final decision. If the Member is granted a promotion, the said promotion shall be retroactive to the date of the Member's reappointment.

c. *Subsequent Appointments*

1. Term appointments shall be limited to a total of three (3) years within the previous ten-year period, except by agreement of the parties. In cases of replacement for a Member absent due to disability, the Association shall not unreasonably refuse the University's proposal to extend a Limited Term Appointment. The initial term may be for less than a full academic year, but re-appointments shall normally be for a full twelve (12) month period. However, in cases of replacement for a Member absent due to disability, the term appointment may end with the regular Member's

return to duties. The three-year limit shall apply whether or not the term appointments are consecutive and without intermission.

2. Should a Member holding a term appointment wish to apply for a probationary appointment, the Member's application shall be considered in the normal way along with all other applications for the position.

d. *Maximum number of Limited Term Appointees*

For the duration of this Agreement, the Employer agrees that the total number of limited term appointments will not exceed one-third of the total number of Members except with the agreement of the parties. Replacements of Members absent due to illness or disability, on sick leave (per Article 5.45) or on pregnancy or parental leave (per Article 5.50) shall not be included within this one-third total.

4.35.3 PROBATIONARY APPOINTMENTS/TENURE APPOINTMENTS

a. *Status and Purpose*

1. Probationary appointments are defined as appointments lasting up to a maximum of five (5) years, during which time the Employer and the Member are afforded an opportunity for mutual appraisal.
2. Probation does not imply that tenure will be granted by the Employer at the end of the probationary period; it does imply that the Employer will give serious consideration to awarding tenure.

b. *Probationary Period*

1. Members appointed on probation will serve a maximum probationary period based on the academic rank at which the appointment is made.
2. Members appointed at the rank of Lecturer or Assistant Professor will serve a five (5) year probationary period. The initial probationary appointment shall be for a period of three (3) years, with the understanding that, subject to satisfactory performance, this will be followed by a RENEWAL of the probationary contract for a further two (2) year probationary period with a tenure evaluation to take place in the final year of that second appointment.
3. Members appointed at the rank of Associate or Full Professor will serve a three (3) year probationary period with a tenure evaluation to take place in the final year of the appointment.

c. *Previously Accredited Service*

1. At the Member's discretion, any person previously employed by the Employer in a faculty position shall receive service credit for tenure on a year-for-year basis, to a maximum of three (3) years, for service rendered within the five (5) year period prior to appointment.
2. Any person appointed to the rank of Associate or Full Professor and with three (3) years service credit (as specified in a. above), shall be appointed with tenure.
3. Where a person is appointed at the rank of Full Professor the Employer may grant tenure on appointment. Under exceptional circumstances and upon the positive recommendation of the Faculty Council, where a person is appointed at the rank

of Associate Professor the Employer may grant tenure on appointment, provided that the new Member is tenured at another recognized university.

d. *Tenure Evaluation*

The tenure evaluation is to be conducted in accordance with the procedures set out in Article 4.40 – Tenure and Renewal Evaluation, and will result in a decision either to award tenure or to allow the appointment to lapse.

ARTICLE 4.40 – RENEWAL AND TENURE EVALUATION

- 4.40.1 In the interest of the University community and of society at large, tenure protects free criticism and independent judgement and hence forms an integral part of Academic Freedom per Article 3.10.
- 4.40.2 Tenure means permanency of appointment. Such an appointment may be terminated through resignation, retirement, dismissal for cause, or as otherwise stated in this Agreement. Tenure includes the right during appointment to academic freedom and to fair consideration for increases in responsibility and salary, and promotions in rank.
- 4.40.3 Members on probationary appointments shall submit material for evaluation by October 10 and shall normally begin to undergo a formal tenure evaluation by the APC no later than December of the final year of their probationary status. However, a Member may apply for tenure one (1) year prior to the final year of their probationary status. An early application for tenure may not result in a termination of appointment. Members considered for tenure at the end of the normal probationary period may be awarded tenure, denied tenure, or if the Member has not made an early application for tenure, may have her/his probationary period extended by one (1) additional year, during which he/she shall be evaluated for tenure for a final time. A Member may not be considered for tenure more than twice.
- 4.40.4 In recognition of the fact that Members may have to deal with heavier than normal personal responsibilities or extraordinary circumstances, not faced by other Members, the opportunity is provided for a Member to request a delay of up to two (2) years in the tenure review process. Members wishing to delay their final tenure evaluation must apply in writing to the President no later than August 1 of the final year of their probationary appointment, describing the special circumstances that gave rise to the request, and identifying the area in the performance of the Member that would be strengthened by the delay and outlining the steps the Member will take to meet the requirements for tenure during the delay. The President, in consultation with the Member's Department or Program, will make a decision by September 1, and communicate the decision in writing, with detailed reasons, to the member and the Association. Members who have taken either maternity or adoption leave may elect to postpone either renewal or tenure evaluation for one (1) year per leave taken.
- 4.40.5 *Renewal Evaluation*
- Members on first probationary appointments shall submit material for evaluation by October 10 and shall normally begin to undergo a formal renewal evaluation by the APC no later than December of the final year of their first probationary period.
- 4.40.6 *Criteria*
- a. For renewal and tenure evaluation criteria, the APC and referees are referred to the

descriptions of duties and their priority in Articles 4.10, 4.15 and 4.20. In the case of renewal, the decision to renew shall be reached on the basis of the judgement of satisfactory performance under procedures set out in Articles 4.50 – Annual Report, and 6.20 – Progress Through the Ranks Increment.

- b. In assessing a Member's progress toward meeting the conditions for tenure in a renewal evaluation, the APC should comment on all of the criteria referenced in Article 4.25.5 above, and comment on whether progress shown to date would likely, if continued, result in the award of tenure at the end of the second probationary contract.
- c. In cases of both renewal and tenure, the APC shall be mindful of the fact that the greatest priority attaches to Teaching, followed by Research, University Governance, and then contributions to Learned Professions and the Community at Large.

ARTICLE 4.45 – PROMOTION EVALUATION

4.45.1 *Definition*

The term 'promotion' applies to advancement from the rank of Instructor to Lecturer, Lecturer to Assistant Professor, Assistant Professor to Associate Professor and Associate Professor to Full Professor.

4.45.2 *Eligible While on Leave*

A Member is eligible to apply for promotion while on leave, but the Member is responsible for maintaining contact with the University and for all expenses incurred in making appearances when requested.

4.45.3 *Application*

- a. Members shall normally apply for their own promotion. Applications may also be submitted by Members or the President on behalf of Members who have not themselves applied where the Members have declared their willingness to be considered.
- b. Applications shall be made on the prescribed application form and forwarded to the office of the President.
- c. The application for promotion shall reach the President no earlier than July 1 and no later than September 30, for decision in that Academic Year.

4.45.4 *Effective Date*

- a. Unless stated otherwise in this Agreement, promotions shall be effective July 1 of the academic year following the year in which the application was made.
- b. In the case of Members at the rank of Lecturer who are awarded a doctoral degree, they shall be promoted to the rank of Assistant Professor effective January 1 or July 1 whichever next follows the award of the degree. The doctorate will be deemed to have been received when the individual can provide a diploma or a letter from the university where the doctorate is being obtained indicating that all the conditions for the doctorate, including the thesis defence and the corrections to the thesis, have been met. Members must supply a copy of the diploma or of the letter to the President with a normal application form as well as an updated C.V. before the promotion procedures will be initiated.

4.45.5 *Criteria*

For promotion evaluation criteria see Article 4.25.5.

ARTICLE 4.50 – ANNUAL REPORT FOR MEMBERS

4.50.1 *Curriculum Vitae*

It is the responsibility of all Members to provide annually an up-to-date and corrected *C.V.* for their personnel file.

4.50.2 *All Members*

All Members shall submit a report in writing on their activities for the preceding twelve (12) months to the President by June 15 or, in the case of Members on Sabbatical/Study Leave, at a later date designated by the President. In the case of Sabbatical/Study Leave, this shall generally be within one (1) month upon return from Leave. The report will cover all components of her/his responsibilities as listed under Article 4.10 – Rights, Responsibilities and Duties of Academics.

4.50.3 *Members on Sabbatical Leave*

Members who are on sabbatical leave must include in their annual report a full written account of their scholastic and professional activities and accomplishments as per the approved sabbatical plan during the leave.

4.50.4 *Members on Study Leave*

Members who are on study leave must include in their annual report a full written account of their scholastic activities during the study leave.

4.50.5 *Failure to Submit*

- a. Failure of a Member who is eligible for an annual increment to submit the annual report by the specified time limit will result in the delay of the decision whether to award or deny the annual increment until such time as the report is submitted. If awarded, the payment of the appropriate monthly portions of the increment shall be effective on the first of the month following submission of the report or July 1 immediately following the due date, whichever is later.
- b. Failure of a Member who is ineligible for an annual increment to submit the annual report by the specified time limit will result in the Member not accumulating sabbatical credit until January 1 or July 1, whichever is the closest date next following submission of the report.

ARTICLE 4.55 – PERSONNEL FILES

4.55.1 *Official Files*

Official personnel files of a Member shall be kept by the President and are the property of the Employer. 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 4.55.5, 6, 7, and 8 but which the University requires for matters other than those related to this Collective Agreement.

4.55.2 *Right to Examine*

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 President or a person authorized by the President. Material in the files which is to be held confidential according to the provisions of this Agreement will be removed from the files prior to their inspection by the Member. However, an inventory of this confidential material, certified by the President, will be provided to the Member. Such inventory shall identify all confidential documents by authorship (if appropriate), date and general subject matter only.

4.55.3 *Copies*

Members may request the President to provide one (1) copy of their personnel file, excluding confidential material according to the provisions of this Agreement but including the inventory thereof. Such requests will be filled within five (5) working days, at no charge to the Member. One copy of additions made subsequent to the initial copying may be requested under the same conditions and terms. Requests for additional copies will be filled at the convenience of the President.

4.55.4 *Content of Files*

- a. No anonymous material concerning any Member shall be kept by the Employer for inclusion in the Member's personnel file. Statistical summaries of student evaluations or written summaries of student comments unrelated to Senate sanctioned course evaluations, such summaries to exclude anonymous comments, shall neither be considered anonymous nor confidential and shall remain available when required by this Agreement.
- b. Members shall have the right to have all of their files supplemented or corrected in the event of error, or inadequacy. In the event of alleged distortion, Members shall have the right to provide additional material for inclusion in their personnel files. Members shall have the right to request the removal from their personnel file of any false, irrelevant or unsubstantiated material. Such requests shall be made through the President as appropriate.

4.55.5 *Limitations on Use of Files*

- a. Letters of assessments received in relation to the appointment of a Member shall be confidential and shall not be submitted as evidence in any subsequent proceedings.
- b. Letters of reprimand are inadmissible evidence if used against a Member for any purpose when no further disciplinary measures have been imposed on the Member for two (2) subsequent academic years. In advance of any proceedings involving the Member, the President shall remove such letters from the Member's personnel file and place them in a University archival file. The Member shall be notified that this has been done.
- c. All letters or assessments solicited for use by the APC and any summaries thereof shall be kept confidential and used only for the purposes for which they were solicited up to and including arbitration.
- d. Student evaluations, in numerical or written form, shall not be admissible as evidence in any process involving a Member's tenure, promotion or dismissal if such evaluations are more than five (5) years old.

4.55.6 *Use by APC*

Those portions of a Member's file (except those excluded by the provisions of this agreement) which in the opinion of the President are relevant to the matter under consideration -- including letters of reference solicited for this matter, annual reports, responses by the President to the annual reports and assessments either by the President or the APC as per Article 4.20 -- shall be made available to the APC and the President for the purpose of evaluations. In cases of uncertainty over what is relevant, the President may wish to consult the APC through its Chair. The file will be treated as confidential.

4.55.7 *Confidential Information*

- a. Confidential information may be used by the Employer in the course of proceedings to resolve a grievance. The detailed substance of such confidential information shall be made available at least one (1) week in advance of the hearing to Members or their duly authorized representative in a form which does not identify the author. For arbitration, reasonable efforts will be made to supply the information as soon as practicable, subject to the above.
- b. Where in the opinion of an arbitrator the identity of the author is central to the resolution of the difference, the arbitrator shall be supplied with the information and may make use of it as essential to his or her decision while maintaining the confidentiality thereof.
- c. In the case of an appeal against dismissal, the contents of the official personnel file shall be made available to the Member as a true copy if and when the formal grievance procedure has been initiated using the same protection of confidentiality as stated in 4.55.7 a.

4.55.8 *Release of Information*

Except when required by law, the Employer agrees not to release any individually identifiable information concerning a Member or Members without the written consent of the Member(s), except as provided for in Article 2.40 – Information.

ARTICLE 4.60 – DISCIPLINARY MEASURES

4.60.1 Discipline of Members by the Employer shall be only for cause. The disciplinary action shall be just and reasonable and be commensurate with the offense.

4.60.2 'Cause' for disciplinary measures shall include:

- a. Serious unprofessional behaviour;
- b. Failure to comply with any of the provisions of this Agreement, minor technical violations excepted.

4.60.3 Since the annual increment is only a measure of performance, it shall not be used as a form of disciplinary measure. The following are the only formal 'Disciplinary Measures' which may be taken by the Employer against a Member:

- a. A formal reprimand in writing to the Member, specifying the grounds and adding this reprimand to the personnel file of the Member concerned.
- b. The suspension without pay of a Member for a period of one to five, ten, fifteen or twenty working days. The reduction in pay shall be computed as 1/260 of normal

salary per day of suspension. The suspension may, at the President's discretion, be scheduled so as not to interfere with a Member's teaching duties.

- 4.60.4 When the President is satisfied following an investigation that there is just cause to write a formal reprimand the President shall do so directly, although the Member has the right of review per Article 4.55 – Personnel Files.
- 4.60.5 When the President is satisfied following an investigation that there is just cause to suspend a Member, the President shall do so by written communication to the Member, setting out therein the reasons therefor.
- 4.60.6 Cases involving the inability of a Member to perform reasonable duties by reason of physical or emotional illness shall be treated separately from cases for disciplinary measures. If sickness or disability is proven, leave shall be granted and the case dealt with within the University sickness and disability provisions. In exceptional cases when behaviour providing grounds for disciplinary measures is judged to be due to illness and the Member refuses to be placed under the sickness and disability provisions of this Agreement, disciplinary procedures may be initiated.

ARTICLE 4.65 – DISMISSAL PROCEDURES

- 4.65.1 'Dismissal' means the termination for just cause of a term appointment or a probationary appointment before the end of the stated contractual period, or the termination of a tenure appointment for cause at any time other than normal retirement. Neither the failure to renew a term or probationary appointment at the end of the defined term nor the decision not to grant tenure, nor termination of an appointment for the purpose of retirement, provided these actions are in accordance with this Agreement, constitutes dismissal.
- 4.65.2 Just cause shall be defined as:
 - a. gross misconduct;
 - b. persistent failure to discharge academic responsibilities as defined in this Agreement either through incompetence or neglect of duties.
- 4.65.3 Cases involving the inability of a Member to perform reasonable duties by reason of physical or emotional illness shall be treated separately from cases of dismissal for cause.
 - a. Where such inability has been established, leave shall be granted and the case dealt with within the University sickness and disability provisions according to Article 5.45.
 - b. If the Member refuses to comply with the requirements of the University's sickness and disability provisions (e.g. refuses a medical examination required by the University pursuant to Article 5.45) or policies of the company carrying the insurance or refuses the leave associated with these procedures, the President may proceed with dismissal.
 - c. If the President proceeds with dismissal for cause, it shall be a sufficient defence to prevent dismissal for the Member to establish that failure to perform reasonable duties arose from physical or emotional illness.
 - d. If Members are on sickness or disability leave and consider that they have recovered and are capable of undertaking normal academic activities, they shall present medical evidence from a medical practitioner to the President. If the President agrees, the Members shall be reinstated with full rights and benefits forthwith. If the President disagrees, the President shall require the opinion of two (2) additional medical

practitioners named by agreement with the Member, or if there is no agreement, by the O.M.A. The majority opinion of the three (3) medical practitioners shall prevail. The Board shall pay the cost of such additional medical examinations required by it.

- 4.65.4 The President of the University may, by written notice for stated cause, suspend Members from some or all of their University duties and withdraw some or all of their University privileges, excluding Membership in Senate, provided that dismissal procedures or procedures related to physical or emotional incapacity to perform reasonable duties (see 3 above), have already been initiated or are initiated within 24 hours. The suspension shall terminate with the conclusion of the dismissal or other proceedings, or at such earlier time as the President may deem appropriate. The stated cause must involve a situation perceived by the President as an immediate threat to the functioning of the University, or to any Member of the University. Salary and other benefits shall continue throughout the period of suspension.
- 4.65.5 If the President is satisfied that there is a *prima facie* case the President shall initiate dismissal proceedings in the following manner. The President shall notify the Member of her/his intentions and request that the Member meet with the President, and such persons as the President may wish, for a discussion of the case. In this and all further proceedings, the Member may be accompanied by an advisor. If this attempt fails to settle the matter, or if the Member refuses to meet with the President, the Member shall be informed by the President, in writing, by registered mail, of the reasons for the dismissal proceedings against the Member in sufficient detail to enable the Member to prepare a response.
- 4.65.6 If the Member's whereabouts are unknown to the University and the Association, the meeting contemplated in (6) above shall be dispensed with and the President may immediately give notice of dismissal by registered mail addressed to the Member's last known address.

ARTICLE 4.70 – RETIREMENT

4.70.1 *The Pension Plan*

The parties agree that the pension plan for Members of the Bargaining Unit is the Retirement Plan for the Staff of Laurentian University of Sudbury and its Federated and Affiliated Colleges (1975), hereinafter called the Plan. The parties further agree that both the Employer and Members shall continue to be bound by the modified terms and conditions of the Plan if such terms and conditions are modified by the Principal Employer (Laurentian University of Sudbury). Should the Plan contradict any terms and conditions stated within this Article, then the terms and conditions of the Plan shall prevail and the contradictory provisions of this Article shall be null and void.

4.70.2 *Retirement Age and Dates*

- a. For the purpose of the administration of the pension plan, the normal retirement date of a member shall be the first day of July next following the attainment of age sixty-five, unless the member's sixty-fifth birthday falls on the first day of July, in which case the Normal Retirement Date shall coincide with the Member's sixty-fifth birthday. However, in accordance with government statutes, retirement is not mandatory.
- b. Early retirement shall be governed by the regulations of the Laurentian University Pension Plan or if applicable by the terms of the Appendix C – Special Voluntary Early

Retirement Plan.

4.70.3 *Retired Members*

- a. Members retired from this University shall retain:
 1. the same library privileges as full-time Members, parking facilities as per full-time Members, and such other University facilities as may be granted by the President at her/his discretion.
 2. the same exemption from tuition fees for themselves, their spouses, and their dependents as full-time Members, as per Article 6.45.
 3. the same eligibility for Physical Education Centre Membership for themselves, their spouses and their dependents as full-time Members, as per Article 6.55.
- b. Upon retirement, a Full Professor who has served Thorneloe University in a full-time tenure position and in good academic standing shall be awarded the title of Professor Emeritus or Professor Emerita of this University.

Such cases will be based upon a dossier of supporting evidence and a recommendation from the member's academic unit and Faculty Council. The final decision, based on the dossier and recommendation from Faculty Council, will be taken by the President and reported to Senate.

ARTICLE 4.75 – RESIGNATION OR TERMINATION OF EMPLOYMENT

- 4.75.1 Normally a Member may resign effective June 30 or December 30, with at least one (1) month's written notice to the President. All leaves to which a resigning Member would be entitled must be terminated at that date.
- 4.75.2 Employment may be terminated at any time by mutual written agreement between a Member and the President.
- 4.75.3 Members shall be deemed to have quit the employ of the University if they are absent from work due to legitimate illness and/or compensable or non-compensable injury for thirty-six (36) calendar months. A Member shall not be terminated under this clause where the circumstances conflict with the provisions of the Human Rights Code or the Workers' Compensation Act.

ARTICLE 4.80 – ACADEMIC WORKLOAD

4.80.1 *Composition*

- a. All Members are expected to participate actively and in varying proportions in Teaching, Scholarly Activity, and Governance as listed in Article 4.10, although not necessarily in all three in any one given year. The Members' primary responsibilities are Teaching (see Rights and Responsibilities as Teachers in Article 4.10) and Scholarly Activity (see Rights and Responsibilities as Scholars/Researchers).
- b. The composition of the workload of particular Members may vary with their discipline, and will take into account the capabilities of the Members, the need to maximize their potential and any obligations placed on them within the University's operations, consistent with the terms of this Agreement.
- c. The workload shall be assigned in a fair and equitable manner.

4.80.2 *Procedure and Deadlines*

- a. The assigned workload shall be communicated in reasonable detail, in writing, to the Member by June 1 by the President. The President shall consult with the Member(s) concerned and the Faculty Council at least one (1) month prior to June 1. The timetabling of the teaching load shall be communicated in writing to the Member by July 1 by the President.
- b. The assigned workload shall not be altered except in cases of emergency or a zero enrolment in a course. The reasons for the alteration(s) shall be communicated in writing to the Member concerned.

4.80.3 *Teaching and Administrative Workload*

A Member's responsibilities related to teaching and administration shall consist of teaching assignments, and may also include administrative duties as listed in Article 4.10.3. The President shall include in the Member's assigned workload only teaching assignments related to her/his discipline and may assign administrative duties which the President considers necessary for the effective operation of the University programs.

4.80.4 *Conditions on Teaching Workload*

- a. The determination of the assigned teaching workload shall be subject to the following conditions:
 1. The normal teaching workload shall be 15 credits per academic year.
 2. (= 6.30.7) Producing and directing a main stage theatre production will be seen as equivalent to teaching a half-course. In those cases where a main stage production is a joint effort compensation for this activity is to be distributed to participating faculty in proportion to involvement.
 3. The President, from time to time, in consultation with the unit, may request a Member to undertake additional duties over and above the normal workload. In such instances, an overload payment will be made, as per Article 6.30.1, or the Member will have a corresponding reduction in his/her workload the following year. The Member shall not unreasonably refuse such assignments. An individual Member may not be assigned an increased workload two (2) years in succession, nor assigned an increase of more than one (1) course above the normal load.
 4. Members may be assigned teaching duties outside the on-campus Winter session. These assignments shall be made on a fair and equitable basis, and on a rotational basis within a program and not more than once every three years.
 5. In the case of evening courses, the President shall not assign another course scheduled to begin within twelve (12) hours of the scheduled end of the evening course unless the Member agrees to this in writing.
 6. With the exception of Members who are teaching at this university for the first time or teaching in a new program, no Member shall be required in an academic year to prepare for more than one (1) full course or two (2) half-courses (or equivalent) which he/she has not taught at least once during the previous four years. Normally, no Member shall be required to undertake such course preparation more than once every two (2) years, nor shall any Member be required

to undertake new course preparation unless assigned such by June 1. These provisions shall not apply if the courses are substantially the same, (e.g. changes in the course name or number).

7. Members may be assigned the supervision or development of correspondence courses as part of their normal teaching workload subject to provisions of Article 6.35 – Correspondence Courses.

4.80.5 *Voluntary Overload Teaching*

- a. Voluntary overload teaching is any teaching additional to that stated in the assigned workload as noted in 4.80.3 and 4.80.4. The parties agree that excessive overload teaching is undesirable.
 1. Voluntary overload teaching requires the written agreement of both the Employer and the Member. The written agreement shall include the course number and any cancellation conditions, since courses taught on an overload basis can be cancelled.
 2. Written agreements for voluntary overload teaching shall whenever possible be signed prior to June 1 for Fall/Winter session courses and February 1 for Spring or Summer session courses.
 3. Rates of pay for overload teaching are stated in Article 6.30 – Overloads.

4.80.6 *Inequitable Workloads*

- a. Inequitable workloads are created when a Member voluntarily agrees to perform extra teaching which is not compensated for by overload stipends. Such extra teaching would normally not involve regularly scheduled classes, as in other courses. It would also include the supervision of a thesis and/or practicum in the Interdisciplinary Humanities M.A. program.
- b. In those instances where a Member's total workload is deemed to be inequitable, the Member will be eligible for a payment to be used for research purposes only.
- c. The President shall make these payments by January 1 and July 1 for work deemed to be inequitable and performed in the term previous to these dates. Payments shall be made to the Member's professional allowance fund.
- d. (= 6.30.8) Supervision of a practicum in Theatre Arts (THEA 3417, 3517, 3617) represents an overload payable at \$200 per student, to a maximum of five students per year.

4.80.7 *Altered Teaching Workloads*

In order to enhance teaching or research, a Member may have her/his teaching workload altered. For such an assignment to become operative, it shall require the approval of the Member and the President.

4.80.8 *Scholarly and Governance Workload*

A Member's responsibilities related to Scholarly Activity and University Governance are inherent in the Member's status as an academic and thus flow naturally therefrom. The President, in accordance with Article 3.10 – Academic Freedom, shall not impose specific governance or scholarly tasks. Service on the APC and Faculty Council are provisions of this Agreement and are obligatory without specific assignment by the President.

4.80.9 *Workload of Sabbaticants*

Members who are on sabbatical leave shall not be assigned any formal workload nor shall they normally participate in any formal activities of the University other than those required by this Agreement.

ARTICLE 4.85 – VOLUNTARY REDUCED WORKLOAD

- 4.85.1 The Board and the Faculty Association endorse the principle of voluntary reduced workload as being mutually beneficial to the Members and the institution. Any Members who have a minimum of two (2) years of continuous full-time service at the University at their request may be granted up to fifty (50%) temporary reduction in workload with a proportionate reduction in salary, provided that:
- a. the temporary reduction is normally effective for a twelve (12) month period but the Employer may, upon request, grant voluntary reduced workloads for periods longer than twelve (12) months and/or renewals of twelve (12) month periods;
 - b. the request is normally made to the President at least three (3) months in advance;
 - c. the President approves the request, such approval not to be unreasonably withheld. The parties agree that, when a replacement would be required, the Employer's inability to find a suitable replacement would not be considered unreasonable grounds for denial of the request.
- 4.85.2 All other provisions related to the benefits of the Member, including pension contributions, shall be subject to a written agreement endorsed by the Employer, the Association, and the Member.
- 4.85.3 Members who use this option shall remain Members of the Bargaining Unit, notwithstanding the definition of Member as per Article 1.15.1 e.
- 4.85.4 For the application of tenure, promotion and leave policies, periods of part-time service shall be pro-rated in accordance with the reduction in workload.

ARTICLE 4.90 – PATENTS

- 4.90.1 The Employer waives, disclaims and abandons any interest in or claims to any invention, improvement, design or development made by a Member(s).

ARTICLE 4.91 – COPYRIGHT

4.91.1 *Copyright vested in the Member*

Except where copyrightable materials are commissioned by the Employer, or produced for assessment, grading, report or correspondence pursuant to the Member's normal administrative duties within the University, the copyright to all forms of written, artistic, and recorded works shall be retained by the Member(s) responsible for the origination of the materials. Such materials shall not be published, licensed, or released in any way, or amended, edited, cut, or in any way altered, without the written consent of the Member(s) holding copyright. The holder(s) of the copyright shall have the complete rights to the proceeds of its exploitation.

4.91.2 *Copyright vested in the Employer*

Unless otherwise specified by agreement in writing between the originator(s) and the Employer, the copyright to materials directly commissioned by the Employer shall rest with the Employer. Any additional compensation to the Member(s) arising from the commission, any shared distribution of the costs of production, and any shared distribution of any proceeds arising from exploitation of the copyright, shall be agreed in writing between the Member(s) and the Employer.

ARTICLE 4.95 – PROFESSIONAL ALLOWANCE

4.95.1 *Eligibility*

Each full-time Member, including those on sabbatical or study leave, shall be eligible to receive a professional allowance for each academic year, such allowance to be spent for expenses related to approved academic research or professional purposes. Such an allowance will be cumulative over two (2) academic years.

4.95.2 *Amounts*

As of July 1, 2014, the amount of this allowance shall be:

<i>Effective</i>	<i>Amount</i>
July 1, 2014	\$ 2,300
July 1, 2015	\$ 2,300
July 1, 2016	\$ 2,450

4.95.3 *Allowable Expenses*

- a. The allowance shall be used to defray research expenses, including:
 1. Membership fees for professional and/or learned societies related to the Member's research;
 2. subscriptions to professional and/or learned journals related to the Member's research;
 3. with the approval of the President, books, materials, equipment, and services, related to the Member's research;
 4. registration fees for the Member to attend scholarly conferences related to research;
 5. travel including transportation, food, and accommodation (subject to University travel policies) for the Member to attend relevant scholarly conferences or seminars, or to visit other universities or research sites to conduct research and scholarly work which cannot be done at Thorneloe University; the per diem and kilometre rates shall be calculated as per the Canada Revenue Agency rates as of July 1st of each year of the Collective Agreement;
 6. page and reprint charges or costs incurred in the preparation and completion of scholarly manuscripts;
 7. with the prior approval of the President, hiring by the Member of appropriate part-time assistants in support of research;

8. Any equipment purchased with funds provided under this Article remains the property of the University but a Member shall have the right if he/she so chooses to buy back such equipment at fair market value. A member who has been granted the rank of Professor Emeritus may retain such equipment with the approval of the President.
- b. The allowance shall be used to defray employment related expenses, including:
 1. with the prior approval of the President, professional/academic development or upgrading.
- 4.95.4 *Requests*
Request and justification for travel expenditures shall be made in advance to the President before departure or expenditure.
- 4.95.5 *Receipts*
Receipts for expenditures shall be submitted within fifteen (15) days after they have been incurred. Alternative deadlines for submission may be approved by the President.
- 4.95.6 *University Travel*
If a Member is asked by the University to be its representative at a conference, the University will cover all expenses, with no charge against the Member's allowance.
- 4.95.7 Professional allowance will be credited to the Member's account on July 1 of each year.

5. LEAVES AND HOLIDAYS

ARTICLE 5.10 – RECOGNIZED AND OTHER HOLIDAYS

- 5.10.1 The following days and all days generally declared to be recognized holidays by Federal or Provincial authorities (Statutory Holidays) are recognized holidays and paid time off shall therefore be given to the Member on:
- a. Founder's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, New Year's day;
 - b. such other holidays as declared by the Employer, including the customary Christmas recess.

ARTICLE 5.15 – VACATION

5.15.1 *Nine (9) Months or More of Continuous Service*

Every Member who has completed nine (9) months or more of continuous service with the Employer by May 31 in any academic year shall be entitled to be absent from work during one (1) month or twenty-five (25) working days in each year following such May 31.

5.15.2 *Sixty (60) Months or More of Continuous Service*

Every Member who has completed sixty (60) months or more of continuous service with the Employer by May 31 in any academic year shall be entitled to be absent from work for

one (1) month or twenty-five (25) working days plus an additional two (2) working days for each additional year of employment up to a maximum entitlement of thirty-five (35) working days, in each year following such May 31.

5.15.3 *Members with Less Than Nine (9) Months of Continuous Service*

Members with less than nine (9) months of completed continuous service with the Employer by May 31 in any academic year shall be entitled to vacation in accord with the Employment Standards Act (Ontario).

5.15.4 *Vacation Accrual for Members on Sabbatical or Study Leave*

Every Member on a six- or twelve-month sabbatical or study leave will be deemed to have used up during their leave all vacation entitlements accrued prior to the beginning of the leave. On return from their leave, and after July 1, these Members will be entitled to one (1) year's accrued vacation entitlement.

5.15.5 *Payment in Lieu of Vacation*

Members will be paid during vacation periods but there shall be no remuneration in lieu of vacation in the event that a Member chooses not to take her/his vacation allowance.

5.15.6 *Normal Vacation Period*

- a. Members are required to take the vacation to which they are entitled. Vacation may not be accumulated from year to year. Members are required to take their vacation between June 1 and Labour Day, unless prior permission has been granted by the President. Members may take their annual vacation at any time within that period provided that:
 1. the period of the vacation does not conflict with a time during which the Members have scheduled duties assigned to them.
 2. the Members have indicated the dates of their vacation to the President at least one (1) month in advance.
- b. If Members are unable to complete scheduled duties assigned to them before annual vacation, Members must so report to the President as soon as such becomes known, and at least one (1) month in advance of the dates of their intended vacation. Such reporting does not constitute authorization for Members to postpone or cancel the period of their intended annual vacation.

5.15.7 *Termination of Employment*

- a. Members upon termination of employment will be entitled to be paid their vacation accrual as established under this Article and stipulated in their Letter of Appointment. However, Members who terminate their employment between June 1 and Labour Day, and who have no formal teaching duties during all or part of that period, shall take and be deemed to have taken as much of their vacation entitlement as possible during that period.
- b. In the event of the death of a Member, the value of any unused vacation entitlement will be paid to her/his estate.

ARTICLE 5.20 – SABBATICAL LEAVE

5.20.1 *Preamble*

- a. In recognition of the fact that Members are required to continue to develop as scholars and researchers throughout their careers, the Employer maintains a policy of sabbatical leave intended for academic study, research or writing which will be mutually beneficial to the Member and the institution. For this purpose, sabbatical leave is defined as a period during which a Member is relieved of normal duties in order to:
 1. engage in further training, advanced studies or courses at a study or research centre, including language study;
 2. devote more time to scholarly work;
 3. improve the University's relations with other universities or countries in the capacity of a visiting professor;
 4. gain practical or professional experience in a field connected with the Members' academic or professional specialization which will enable them to give instruction that is more complete and suitable to the requirements of the time.
- b. The Employer will replace Members on sabbatical leave when it deems it necessary. The Employer retains the right to limit the number granted leave in keeping with its academic responsibilities.

5.20.2 *Eligibility After Six (6) Years of Employment*

Members must have been full-time Employees of the University for the past six (6) consecutive years and be tenured at the time their sabbatical leave begins. They must hold the rank of Full Professor, Associate Professor, or Assistant Professor at the time of application. In exceptional circumstances tenured Lecturers with the requisite years at the University are also eligible for sabbatical if they have the approval of the President to apply. Members' service for purposes of sabbatical leave eligibility shall be calculated from the date of their initial full-time appointment at the University or from the date of their last sabbatical leave, whichever is later. When Members take a sabbatical leave, all accumulated years of eligibility entitlement are exhausted. Time spent on sabbatical leave, study leave, or leave without pay does not count towards sabbatical eligibility. Sabbatical leave will not be automatic and shall be granted following an approved application procedure, outlined below.

5.20.3 *Eligibility Prior to Six (6) Years of Employment*

- a. In order to attract qualified faculty, the Employer may from time to time grant credit towards a sabbatical leave for full-time faculty service at another University. Such entitlement will be specified in the initial letter of appointment.
- b. Under special circumstances, Members may make application for leave one (1) year prior to the year in which they would normally become eligible to take sabbatical leave. If sabbatical leave is granted in this instance, the Members will receive a stipend of seventy percent (70%) of their salary.
- c. In the interests of effective scheduling of the University's course offerings, the President may request that Members apply for their sabbatical leave after the completion of five years. The President shall make the request by May 1 of the

academic year preceding the year in which the Members are being requested to apply for sabbatical leave, and the Members shall respond to the President's request by June 1. Should the Members accept, the Members shall submit a sabbatical plan by September 30 to the President as per 5.20.3 b. Should Members accept, and if the application is approved, the Members shall receive a stipend of seventy-five percent (75%) of their salary during the sabbatical leave.

5.20.4 *Application*

- a. The President shall maintain and annually revise, in consultation with the Faculty Council, a sabbatical eligibility plan for the University, the purpose of which is solely to assist in the orderly planning of sabbatical leaves. The plan will be distributed by July 1 of each year to each Member.
- b. Applications for sabbatical leave shall normally be submitted by the Members to the President no later than September 30 of the academic year preceding.

5.20.5 *Approval Process*

- a. The Faculty Council shall prepare a recommendation for or against approval of the application for sabbatical, including in the recommendation its assessment of the academic merits of the project and shall forward its recommendation to the President by November 1.
- b. After verifying the status of the application in relation to criteria defined in 5.20.1 and 5.20.2, and after taking into consideration the recommendations of the Faculty Council, the President shall reach a decision and shall transmit it to the Member no later than January 15 of the academic year preceding that in which the leave is to be taken.
- c. The President shall base her/his decision to approve or not to approve a sabbatical plan on the academic merits of the sabbatical leave project and its value to the professional development of the Member and to the University.
- d. Should Members wish to make subsequent changes in their sabbatical plan, they shall submit the proposed changes to the President for prior approval.
- e. The President may refer back the application submitted by the Member as per 5.20.4 b or the application for change as per 5.20.5 d. If referred back, the applicant shall consider the President's suggestions and will re-submit a new application within 10 working days.

5.20.6 *Postponement*

- a. In the event that it is necessary on financial and/or program grounds for the President to require postponement of a sabbatical leave already approved by the President, the Members shall be informed by July 1 of the academic year preceding that in which the sabbatical is to be taken. Such a postponement shall not be required unreasonably. In such a case, Members shall receive an additional five percent (5%) of their regular salary for each year of postponement as 'stipend' during their sabbatical year, to a maximum of one hundred percent (100%) of normal salary and shall receive one (1) year of sabbatical credit for the year postponed so that their next sabbatical leave will occur according to their original sabbatical rotation.

- b. If the member is granted a sabbatical leave of six (6) months duration after three (3) years service, the Member shall receive an additional two and a half percent (2.5%) of their salary for each six (6) months of postponement as 'stipend' during their sabbatical year, to a maximum of one hundred percent (100%) of normal salary and shall receive six (6) months of sabbatical credit for the year postponed so that their next sabbatical leave will occur according to their original sabbatical rotation. A sabbatical leave, whether of six (6) months or twelve (12) months duration, cannot be postponed for more than three (3) years on financial or program grounds.
- c. In the event that Members wish to postpone application for leave, they shall do so only for valid reasons, and permission to do so shall be sought from the President no later than 1 May immediately preceding the deadline for application specified in 5.20.4 b. Should Members with a sabbatical leave confirmed by the President wish to postpone the leave, for valid reasons, permission shall be sought from the President at least two (2) months prior to the planned commencement of such leave. If postponement of application for leave or of approved leave is approved, the Member does not have right of precedence over colleagues in the sabbatical leave plan and is not entitled to any additional stipend. In no case may such a postponement be for more than one (1) year. Should such Members be required by the President on financial and/or program grounds to postpone their sabbatical leave in the following academic year, they shall not be entitled to any additional remuneration.
- d. Where Members postpone a sabbatical leave without formal approval, they lose the right of precedence over colleagues in the sabbatical leave plan. Should such Members be required by the President on financial and/or program grounds to postpone their sabbatical leave in the following academic year, they shall not be entitled to any additional remuneration.

5.20.7 *Failure to Apply*

Where Members fail to apply for sabbatical leave for which they are eligible to apply, they shall not be entitled to any additional remuneration should they be required to postpone their sabbatical leave in the following academic year on financial and/or program grounds.

5.20.8 *Rejected Proposal*

If Members' sabbatical proposals are rejected on academic grounds by the President, they are entitled to apply the following year, but they are not entitled to any additional remuneration.

5.20.9 *Deadlines*

Deadlines in this Article may be waived by agreement of the parties.

5.20.10 *Duration*

Members may elect a sabbatical leave for a period of:

- 1. six (6) months normally commencing either on the first day of July or the first day of January;
- or*
- 2. twelve (12) months normally commencing on the first day of July or such other date as agreed to by the President. Such agreement shall not be unreasonably

withheld.

5.20.11 *Remuneration*

- a. A Member taking a six (6) month sabbatical leave, after six years of accumulated sabbatical credit, is entitled to full salary.
- b. Members taking a twelve (12) month sabbatical leave are entitled to a stipend equivalent to 85% of the salary they would normally have received.
- c. Upon the Member's request, the Employer will provide a portion of the sabbatical leave stipend as a research grant subject to provincial and federal regulations. A Member who receives such a research grant from the Employer must make the necessary deductions and declarations as applicable under either the federal or provincial laws. The Employer accepts no responsibility in this regard.
- d. A Member on sabbatical leave shall not take other paid appointments without the prior written permission of the President. Such permission shall not be unreasonably withheld. Normally, any additional remuneration received during the leave will be limited to an amount which brings a Member's total to one hundred percent (100%) of normal salary, plus travel and related expenses for the Member's spouse and dependent children. Where total remuneration exceeds this amount, the Employer reserves the right to reduce the sabbatical stipend proportionately.
- e. Members who will have accumulated unused sabbatical credit by the time of their normal retirement date will be entitled to apply for a sabbatical leave to occur during their penultimate year before retirement, and on the understanding that they will return to the University for their final year. Should sabbatical leave be granted in such circumstances, Members are entitled to a stipend pro-rated on the basis of the normal sabbatical stipend and shall include entitlement for the year of return. At her/his discretion, the President may agree to pro-rate the period of time taken as sabbatical leave in lieu of a pro-rated stipend.

5.20.12 *Fringe Benefits*

- a. During the period of sabbatical leave, the Member shall continue to be eligible to receive all fringe benefits as a regular full-time Member.
- b. During a sabbatical leave, pension calculations shall be based on the Member's salary that would have been in effect if the Member had not been on sabbatical.

5.20.13 *Return*

Members granted sabbatical leave shall undertake to return to the University to resume their responsibilities as a full-time Member for the period of at least one (1) year. Failure to return to the University shall require the Member to reimburse the Employer for all of the salary and benefits received during the leave, except as such obligations may be waived by the Employer.

However, when a Member is planning to retire in the academic year immediately following the Member's sabbatical leave, the Employer may waive the requirement to return to her/his responsibilities. Also, to facilitate earlier retirement, the Employer and the Member may agree to an early sabbatical leave as per 5.20.3 b above without financial penalty following which the Member retires and is not required to return to her/his responsibilities.

In both these situations, agreement of the Employer is required.

5.20.14 *Disability During Sabbatical*

- a. In the event that a Member on sabbatical leave becomes unable to fulfil the sabbatical obligations because of disability, the following policies and procedures apply.
 1. The Member shall advise the President, as soon as possible under the circumstances, of the disability and will provide the President with a physician's report outlining the extent of the disability and, if possible, the expected date of recovery. For the duration of the illness the provisions of Article 5.45 – Physical and Mental Illness shall apply. However, the rate of salary remains that applicable during the sabbatical, unless the duration of the disability is more than six months, when the University's Long Term Disability policy applies.
 2. In the event that the sabbaticant is disabled from performing his/her tasks for less than 50% of the sabbatical leave, the Member shall be deemed to have taken his/her sabbatical leave. The Member shall submit a report on his/her activities on completion of the sabbatical leave or at the end of the sick leave, whichever occurs later. The impact of the illness on the sabbatical plan of the Member shall be taken into consideration at evaluation time.
 3. In the event that the Member is disabled from performing his/her tasks for more than 50% of the sabbatical leave, the Member shall be deemed not to have taken a sabbatical leave, but shall not be eligible to receive compensation for loss of regular salary during that leave. The Member shall be eligible to have the sabbatical re-scheduled. If the Member indicates that he/she will carry out the previously approved sabbatical plan then the President, in consultation with the Faculty Council and with the Member, will determine the date on which the sabbatical leave will commence. In the event that the Member wishes to amend the sabbatical plan the provisions of Article 5.20.5 d shall apply.

5.20.15 *Sabbatical after Three Years of Service*

The parties recognize that sabbaticals after six (6) years are the norm and that the sabbatical eligibility plan will take precedence. However, it may be mutually beneficial to Members and the University if Members were to take a six month sabbatical at eighty-five percent (85%) salary after three (3) years of service. For each six (6) months of service beyond three (3) years the sabbaticant is eligible for an additional 2.5 percent (2.5%) of salary during the leave period. When Members take a sabbatical leave all accumulated years of eligibility entitlement are exhausted. Sabbaticals after three years can be granted provided that:

- a. Members have tenure when the leave becomes effective;
- b. such a leave does not require the postponement of a sabbatical leave for a Member with six or more years of service; and
- c. the leave does not have a negative impact on the budget of the academic unit.

ARTICLE 5.25 – STUDY LEAVE

- 5.25.1 A leave for the purpose of upgrading academic qualifications, normally through the attainment of a higher degree or some other equivalent acceptable to the University and the Unit shall be known as Study Leave. Such leave must be in the best interests of the

University. The maximum length of leaves to be granted during a Member's academic career shall normally not exceed two (2) years.

5.25.2 *Eligibility*

A study leave may be granted to a tenured, tenure-track or permanent sessional Member after two (2) years of full-time service, but no sooner than two (2) years after a sabbatical leave except as permitted in Article 5.20.13. Such leave will not be automatic and shall be granted only upon the approval by the Provost, subsequent to consultation with the Department through its Chair, upon an approved application procedure noted below. In the event that the Employer is unable to grant a study leave to an applicant in one given year, the Employer shall make every reasonable effort to ensure that the study leave is granted to the Member in the subsequent year of application.

5.25.3 *Application*

- a. Applications for study leave shall be made to the President no later than September 30 of the academic year preceding that in which the leave is to be taken. In submitting an application for study leave, the Members shall provide a well-considered plan indicating the value of the leave to their professional improvement and to the best interest of the University.
- b. The President shall verify the status of the application in relation to the relevant University policies and the financial implications of the leave, and make a decision, a copy of which shall be sent to the Member. The decision of the President shall be final and binding.
- c. In the event that the President finds it necessary to refuse Members their study leave on financial grounds after the leave had been approved, that Member shall be given priority for a study leave for the following year.
- d. Deadlines listed above may be waived in special circumstances.

5.25.4 *Terms*

- a. A one-year study leave may be granted to a tenured, tenure-track or permanent sessional Member after two (2) years of service at a stipend of \$35,000 or a pro-rated amount if the leave is for a period of less than one (1) year.
- b. A two-year study leave may be granted to a tenured, tenure-track or permanent sessional Member after four (4) years of service at a stipend of \$35,000 per year.
- c. A Member may request a temporary reduction in workload to undertake or complete doctoral studies. Where, in the discretion of the Provost, the workload reduction will be granted with a proportionate reduction in salary based on the overload stipend.
- d. The maximum period of absence is two (2) consecutive years, normally commencing on July 1.
- e. In the event that Members wish to pursue a summer course for upgrading purposes, they may request up to four-weeks at full pay if they contribute equal time from their vacation period without losing any of their study leave entitlement. To apply for such a leave, Members will follow the procedures set out in Article 5.25.3.

5.25.5 *Fringe Benefits*

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

5.25.6 *Return*

Members must agree, in writing, to return immediately to the University for a period equal to their total absence, but in no case for a period of less than one (1) year, or to reimburse the University for the full amount of the stipend and fringe benefits received. If Members return to the University for a period of time less than their total absence, they shall reimburse the University for a corresponding part of their stipend and fringe benefits received during their absence.

5.25.7 *Sabbatical Credit*

Time spent on study leave does not count towards sabbatical credit.

5.25.8 *Appointments While on Leave*

All Members on study leave must obtain written approval in advance from the President for any paid activity before making any such commitment.

ARTICLE 5.30 – LEAVES OF ABSENCE WITHOUT PAY

5.30.1 A Member may be granted leave of absence without pay under terms approved by the Employer. All such terms including arrangements for benefits shall be set out in written form prior to the leave. All terms shall be communicated in written form to the Faculty Association for information prior to the leave. Permission for such leave shall not be unreasonably denied by the Employer.

5.30.2 An application for such leave shall normally be submitted in writing to the President at least six (6) months in advance stating the purpose of the leave. An application for an extension should be made in writing to the President at least four (4) months in advance. These time requirements may be waived in special circumstances.

5.30.3 Final approval rests with the President.

5.30.4 Leave of absence without pay under this article shall normally not exceed two (2) years.

5.30.5 The Members may elect to discontinue the fringe benefits during the leave of absence subject to existing policies and regulations. If they elect to continue those fringe benefits available to the Members, they shall make suitable arrangements as defined in 5.30.1.

5.30.6 Court and Political leaves shall be governed by Article 5.35 and 5.40.

ARTICLE 5.35 – COURT LEAVES

5.35.1. Leave of absence with pay shall normally be granted to any Member, other than a Member on leave of absence without pay, who is required to serve on a jury or to attend as a witness or an expert in a court of justice or before any legal or statutory body in Canada with power to compel the attendance of witnesses before it.

5.35.2 The Members shall notify their President in advance, in writing, and shall provide proof of their attendance, if so requested.

5.35.3 Members shall attempt to make arrangements to ensure that their duties are properly

carried out during the period of their absence.

- 5.35.4 Leave with pay does not apply to Members serving a sentence or appearing as a witness on their own behalf.
- 5.35.5 When Members wish time off in order to pursue a civil action in court, the Members shall apply to the President for leave of absence without pay. (See Article 5.30).
- 5.35.6 If Members are required to absent themselves from their duties to appear in court as a result of legal action taken against them in regard to matters arising out of the performance of their duties at the University, they shall not be penalized for such absence. Such an absence shall be governed by Article 5.35.2.

ARTICLE 5.40 – POLITICAL LEAVES

- 5.40.1 The Employer recognizes that all Members are free to enter public life and to seek any political office, as a Member of the provincial or federal government, or any full-time political office.
- 5.40.2 If Members wish to allow their names to stand either before a party convention or for actual nomination for an election, the Members shall notify the President within a reasonable time so that the President may make whatever arrangements may be deemed necessary in order to ensure that the resulting added workload can be properly performed by others from the date of the issuance of the writ up to and including the date of the election.
- 5.40.3 The Employer may grant such a Member leave without pay for a period from the issuance of the writ up to and including election day. Such leave shall not be unreasonably withheld.
- 5.40.4 Should the Members not be elected, they shall come back to work immediately to assume their normal duties.
- 5.40.5 If the Members are elected and if they are Members with tenure and return immediately upon ceasing to hold office within six (6) years of their election, all rights, privileges and rank shall be restored to them upon return and the Members shall be entitled to a rate of pay including all statutory increases which were granted to Members of the teaching staff of equal rank up to the maximum salary of the contractual rank that the Members occupied at the time the leave was granted. Extensions of the six (6) year time limit may be made by agreement of the parties.
 - a. During the term of this leave, the Members shall be considered to be on Leave of Absence Without Pay. Such Members shall not be entitled to any rights or privileges under this Agreement except in regard to benefits as governed by Article 5.30 – Leaves of Absence Without Pay.
 - b. Nothing in this article shall be construed as preventing such Members from being employed on a part-time basis by the University for lecturing or for any task, in which case the Members shall be remunerated at the normal scale for part-time employees of the teaching staff.
 - c. If they are Members without tenure, they shall be deemed to have resigned their position with the University as of the day following their election.
- 5.40.6 Members who wish to run for a political office other than a full-time one are free to do so subject to Article 4.10 – Rights, Responsibilities and Duties of Academics. Any such

Members shall be required to perform all normal duties as set out in this Agreement.

ARTICLE 5.45 – PHYSICAL AND MENTAL ILLNESS

- 5.45.1 Members are eligible for sick leave up to a maximum of six (6) months at full salary from the date of disability due to accident or illness, for each separate disability cause, excluding maternity which shall be covered by the provisions of Article 5.50. Illness of a duration of more than six (6) months will be dealt with according to the provisions of the University's Long Term Disability Plan. As soon as practicable after the start of each disability period, the President must be informed by or on behalf of the disabled Member about the absence and about its expected duration.
- 5.45.2 Where the Employer makes payment to the Member according to the above mentioned terms or assumes liability therefore, the University is subrogated to all rights of recovery of the Member to the extent that the University has made payment to, or on behalf of, or for the benefit of the Member. The University may bring an action in the name of the Member to enforce these rights.
- 5.45.3 A physician's report shall be submitted, when requested by the President. Such a report will be required:
- a. for any sick leave period in excess of five (5) consecutive working days;
 - b. in the event a Member's sick leave pattern raises substantial doubt of the claim, even if the individual's sick leave periods are short enough not to require medical certificates otherwise.
- 5.45.4 In order to have a sick leave benefits period reinstated up to the maximum, Members who have been absent and in receipt of sick leave benefits must return to full duties for at least one (1) full working day in the case of a completely unrelated and different disability cause, and for thirty (30) calendar days in the case of the same disability cause.
- 5.45.5 Sick leave benefits for any period of absence following notice of termination of employment will not be payable without substantiating medical evidence.
- 5.45.6 Sick leave benefits are not cumulative and are not cashable upon termination of employment or at any other time.
- 5.45.7 Sick leave benefits will be reduced by the amount of any Worker's Compensation benefits or similar disability income benefits which the Member is eligible to receive by reason of accident or sickness, from a government plan, except Employment Insurance.
- 5.45.8 At any time during any sick leave, the Member may be requested by the President to undergo medical examinations by physicians appointed by the President and paid by the Employer, in order to be eligible to receive sick leave benefits and/or to be able to return to work. All reasonable expenses incurred as a result of such medical examination shall be paid by the Employer.
- 5.45.9 When disability is due to drug addiction or alcoholism, benefits provided by this Article will be granted only for leaves of absence necessary for proper treatment under a physician's care or that of specialized personnel.
- 5.45.10 When a Member's behaviour raises substantial doubt as to her/his physical or mental health, it is the Employer's right to require a medical examination as per Article 4.65.3 c. LUFA shall be notified when such action is taken.

- 5.45.11 Sick leave benefits defined in this Article will not be granted under the following circumstances:
- a. intentionally self-inflicted injuries or diseases;
 - b. pregnancy (however, complications due to pregnancy are covered by sick leave provisions, upon submission of a medical certificate);
 - c. while vacation pay is also being received;
 - d. wilful participation in riots, wars or violent or uncontrolled demonstrations or protests;
 - e. injuries or diseases sustained while committing a criminal act for which the Member has been found to be guilty by a duly constituted court or while serving a prison sentence.
- 5.45.12 Should a Member resign or terminate employment with the University her/his medical reports shall be transferred to the Member's archival personnel file, as per Article 4.55.1.

ARTICLE 5.50 – FAMILY RESPONSIBILITY

5.50.1 Pregnancy Leave

- a. A pregnant full-time Member shall be entitled to seventeen (17) weeks pregnancy leave.
- b. During the period of pregnancy leave as specified in paragraph 1.a above, a Member shall receive from the Employer:
 1. For the first two (2) weeks, one- hundred percent (100%) of her nominal salary;
 2. For up to a maximum of fifteen (15) additional weeks, an amount equal to the difference between the Employment Insurance (EI) benefits received by the Member and one- hundred percent (100%) of the Member's nominal salary;
 3. Further, in the event of any reduction by the Government of Canada to the Member's EI benefit entitlement, an amount necessary to ensure that the Member receives the top-up described in subparagraph 1.b.2 above.
- c. If the Member is disentitled or disqualified from receiving EI benefits or should EI cease to provide coverage for pregnancy benefits or adjust the amount of benefits that were received, then the Employer shall maintain the Member at one-hundred percent (100%) of her nominal earnings for the period of her leave.

5.50.2 Notice Required for Pregnancy Leave

- a. The Member shall give the Employer at least two (2) weeks written notice of the date the pregnancy leave is to begin. The notice period may be altered by mutual agreement.
- b. The notice period in 5.50.2 a shall not apply if the Member stops working because of complications caused by her pregnancy or because of a birth, still birth or miscarriage.

5.50.3 Duration of Pregnancy Leave

- a. The pregnancy leave of a Member who is entitled to take parental leave shall end seventeen (17) weeks after the pregnancy leave began. In the case where the newborn child is hospitalized, a Member may postpone or interrupt her pregnancy leave by the

number of weeks the newborn child is hospitalized but it must be taken within the fifty-two (52) weeks from the date of the birth of the child.

- b. The pregnancy leave of a Member who is not entitled to take parental leave shall end on the later of either the day that is seventeen (17) weeks after the pregnancy leave began or the day that is six (6) weeks after the birth, still birth or miscarriage.

5.50.4 *Leave for Parent Not Taking Pregnancy or Parental Leave*

On the occasion of the birth of a child or the adoption of a child coming into the care or custody of a parent for the first time, the child's parent who is not taking the pregnancy or the parental leave shall be entitled to a leave with full salary and benefits of up to five (5) working days, to be taken at the discretion of the Member within the fifty-two (52) weeks from the date of the birth of the child or the adoption of a child coming into the care or custody of a parent for the first time.

5.50.5 *Parental Leave on the Occasion of the Birth of a Child*

- a. On the occasion of the birth of a child, a Member who is a parent and who has opted to take parental leave under the *Employment Insurance Act* and applicable legislation shall be entitled to a parental leave of up to thirty-five (35) weeks.
- b. During the period of parental leave as specified in 5.50.5 a above, a Member shall receive from the Employer:
 - 1. For the first two (2) weeks, one- hundred percent (100%) of her/his nominal salary;
 - 2. For up to a maximum of seven (7) additional weeks, an amount equal to the difference between the EI benefits received by the Member and one-hundred percent (100%) of the Member's nominal salary;
 - 3. Further, in the event of any adjustment by the Government of Canada to the Member's EI benefit entitlement, the Employer shall pay to the Member the amount necessary to ensure that the Member receives the top-up described in subparagraph 5.b.2 above.
- c. If the Member is disentitled or disqualified from receiving EI benefits or should EI cease to provide coverage for parental benefits or adjust the amount of benefits that were received, the Employer shall maintain the Member at one-hundred percent (100%) of her/his nominal earnings for the period of her/his leave.

5.50.6 *Parental Leave on the Occasion of the Adoption of a Child*

- a. On the occasion of the adoption of a child coming into the care or custody of a parent for the first time, a Member who is a parent shall be entitled to a parental leave of up to thirty-seven (37) weeks. The parental leave must be commenced within the fifty-two (52) weeks from the date the child comes into care or custody of the parent for the first time.
- b. During the period of parental leave as specified in paragraph 6.a above, a Member shall receive from the Employer:
 - 1. For the first two (2) weeks, one-hundred percent (100%) of her/his nominal salary;

2. For up to a maximum of seven (7) additional weeks, an amount equal to the difference between the EI benefits received by the Member and one-hundred percent (100%) of the Member's nominal salary.
 3. Further, in the event of any adjustment by the Government of Canada to the Member's EI benefit entitlement, the Employer shall pay to the Member the amount necessary to ensure that the Member receives the top-up described in subparagraph 6.b.2 above.
- c. If the Member is disentitled or disqualified from receiving EI benefits or should EI cease to provide coverage for parental benefits or adjust the amount of benefits that were received, the Employer shall maintain the Member at one-hundred percent (100%) of her/his nominal earnings for the period of her leave.

5.50.7 *Notice Required for Parental Leave*

- a. A Member shall give written notice to the Employer of her/his intention to take a parental leave at least two (2) weeks prior to the commencement of such leave. The notice period may be altered by mutual agreement.
- b. The notice period in 5.50.7 a shall not apply if the Member stops working because the child comes into the custody, care and control of the parent sooner than expected.

5.50.8 *Extended Parental Leave*

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

5.50.9 *Special Needs Leave*

A full-time Member shall be eligible for a paid leave of absence for a period of up to two (2) weeks to fulfil responsibilities relating to the special needs of a member of the Member's family. The teaching/professional and service responsibilities of Members on this leave shall normally be assumed by their colleagues without additional expense of the Employer.

5.50.10 *General Considerations*

- a. During leaves under this Article, the Member shall continue to participate in the pension plan and the other benefit plans set out in this Collective Agreement. The Member and the Employer shall each continue to pay their applicable share of contributions and/or premiums, unless the Member elects not to do so in writing.
- b. Nothing in this Article shall prevent a Member from claiming sick leave for absences from work due to illnesses.
- c. Upon return to work, a Member who has taken leaves under this Article shall resume her/his former position with her/his full nominal salary and benefits as provided for under this Collective Agreement.
- d. The period of a Member's leave shall be included in the calculation of her/his length of service for seniority purposes.
- e. A Member on pregnancy, parental or adoption leave may elect to defer contractual decisions on reappointment or tenure/permanence by an equivalent period of time. When a Member elects to defer such decisions, she/he shall provide the President with

written notice of her/his intention to do so.

- f. The Parties agree that the provisions of this Article shall be no less than those in the *Employment Standards Act, 2000* and *Employment Insurance Act* as may be further amended. Differences in the interpretation of this Article shall be resolved based on consistency with the Acts.
- g. Nothing in this Article shall prevent a Member claiming pregnancy, parental or adoption leave during a sabbatical leave. Any unused portion of a sabbatical leave shall be taken at a time mutually acceptable to the Member and the President.
- h. If both parents are Members, they may share their paid periods of leave between them.

ARTICLE 5.55 – COMPASSIONATE LEAVE

- 5.55.1 In the event of death of a partner or son or daughter (including step-son and step-daughter, child or partner) the employee shall be granted a leave of absence of up to ten (10) working days with pay.
- 5.55.2 In the event of the death of another member of an employee's family, the employee shall be granted a leave of absence of up to five (5) working days with pay.

The term 'another member of a Member's family' means brother and sister, step-brother and step-sister, mother and father, mother-in-law and father-in-law, sister-in-law and brother-in-law, grandparents, guardians, grandchildren, daughter-in-law and son-in-law.
- 5.55.3 For a longer period of absence, a Member may apply for leave without pay according to Article 5.30 – Leave Without Pay.
- 5.55.4 In the event of the death of an employee's nephew, niece, grandparents-in-law, aunt or uncle, the Member shall be granted a leave of absence of one (1) working day without loss in pay.
- 5.55.5 If, during her/his vacation period, a Member is bereaved in circumstances under which he/she would have been eligible for leave under this Article, he/she shall be granted leave and her/his vacation pay credits shall be restored to the extent of any concurrent leave granted.

ARTICLE 5.60 – ABSENCE: GENERAL

- 5.60.1 The University as a community of scholars requires the availability of its Members on a regular and on-going basis to ensure that the activities of the University, scheduled and unscheduled, can be carried out in an orderly manner.
- 5.60.2 Any absence shall not normally interfere with assigned and/or scheduled activities and the harmonious functioning of the University.
- 5.60.3 Any absence from campus affecting teaching duties shall be governed by Article 4.10.1 h which reads as follows 'Members shall not alter or cancel scheduled instruction except with prior permission of the President in any but exceptional circumstances. Such permission shall not be unreasonably refused. Both parties agree that every reasonable effort will be made to notify the students affected. Timetable changes of a permanent nature require the prior permission of the President.'
- 5.60.4 From Labour Day to Spring Convocation absences of more than one (1) week require

permission of the President. Shorter absences require notification to the President. When scheduled or assigned duties are affected by an absence, Members shall make suitable arrangements and advise the President of these arrangements.

- 5.60.5 For absences of more than one (1) week during the period from Spring Convocation to Labour Day, prior written permission shall be obtained from the President who shall not unreasonably withhold such permission.
- 5.60.6 Except where Members are on vacation, leave or other approved absence they must remain in communication with the President so that it is reasonably possible for the Employer to contact and/or recall them on short notice.
- 5.60.7 It may in exceptional cases, be necessary for the Employer to recall a Member who is on vacation, leave or formally approved absence as defined in 5.60.5. The University will not do so arbitrarily or unreasonably. In such cases, the University will bear reasonable transportation costs consequent upon any such recall.
- 5.60.8 If the Member cancels a class due to unavoidable absence, the Member shall make reasonable efforts to ensure that the course is not adversely affected.

ARTICLE 5.65 – POLICY AND PROCEDURE IN THE EVENT OF DEATH

- 5.65.0 NB: The following procedures and practices are currently in place and are largely determined by external agencies. It may from time to time be necessary to make adjustments to these procedures based on requirements of these external agencies. The parties agree that such changes required by external agencies do not require prior approval.
- 5.65.1 The beneficiary is to contact the Pension and Benefits Officer in the Laurentian University Personnel Office. If within seven (7) days the University has not been contacted by the beneficiary, the University shall make every reasonable effort to contact the beneficiary.
- 5.65.2 Life Insurance
 - a. The Member is insured for three (3) times salary to a maximum of \$400,000.
 - b. The following documents will be required to request payment of the insurance carrier:
 - 1. the beneficiary must complete a Statement required by the insurance carrier as well as provide his/her Social Insurance Number;
 - 2. the notice of the Member's death that appeared in the Obituary Notices;
 - 3. a Death Certificate;
 - 4. the last insurance certificate that was issued to the faculty member.
 - c. The Life Insurance proceeds are usually paid within one (1) month.
- 5.65.3 Pension Plan
 - a. If the Member dies prior to receiving a pension, the following will be required to process the benefits:
 - 1. The University shall contact the Beneficiary and outline the procedures to be followed.
 - 2. The Beneficiary must complete an 'Application for Death Benefit'.

3. Provide a Death Certificate.
 4. Provide a 'notarial copy' of the Member's 'Last Will and Testament'.
 5. All Members should have a current 'Last Will and Testament'
 6. Beneficiaries of Members without a 'Last Will and Testament' will have to settle any disputes between 'potential Beneficiaries' (children v. spouse) in the courts, prior to receiving any funds from the Pension Plan.
- b. The file will be forwarded to the Actuary for the calculation of the death benefit. Once that calculation is received, the Beneficiary will be contacted. The Beneficiary can request a lump sum refund or a transfer to a R.R.S.P. that is not subject to locked-in provisions.
 - c. The death benefit from the Pension Plan is usually paid within two to three months.
 - d. If the Member dies after commencing to receive his/her pension, the form of pension that was selected by the Member will determine if further benefits are payable to the Beneficiary.
- 5.65.4 Continuation of Benefits to Spouse and Dependents
- The Benefits, Hospital Care, Extended Medical and Dental Insurance shall be continued to the end of the month following the month in which the death occurred.
- 5.65.5 It is normal that life insurance claims are processed by the insurance carrier within three to four weeks from receipt of required documentation. In the event of delays in processing a claim, the University will use its best efforts to assist the beneficiary in resolving any difficulties caused by the delays.

ARTICLE 5.70 – SALARY TO BENEFICIARY IN THE EVENT OF DEATH OF A MEMBER

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

6. REMUNERATION

ARTICLE 6.10 – SALARY STRUCTURE

6.10.1 The Salary Structure for the Academic Year 2014/15

- a. The salary of each Member shall be composed of the base salary of each Member as of June 30, 2014 as modified by the following items:

1. On July 1, 2014 an increase to base pay of 2%.
2. A Progress-Through-The-Ranks (PTR) increment for the evaluation carried out for the year 2013/14 as described in Article 6.20 – Procedures for the Award/Denial of a PTR Increment. The PTR increments shall have a value of two thousand eight hundred dollars (\$2,800).

For all ranks other than Full Professor, where a Member's salary exceeds \$139,021 per annum, the PTR will be at fifty percent (50%) value. For all ranks, where a Member's salary exceeds \$153,876 per annum, the PTR will be nil.

3. Additional qualification increments shall be awarded pursuant to Article 6.25 – Additional Qualifications Increments.

- b. The salary floors for 2014/15 shall be as follows:

Lecturer	\$ 59,028
Assistant Professor	\$ 71,159
Associate Professor	\$ 85,328
Full Professor	\$ 104,768

6.10.2 The Salary Structure for the Academic Year 2015/16

- a. The salary of each Member shall be composed of the base salary of each Member as of June 30, 2015 as modified by the following items:

1. On July 1, 2015 an increase to base pay of two percent (2%) with an additional increase of 0.7% for Members contributing to the Laurentian University Pension Plan.
2. A Progress-Through-The-Ranks increment for the evaluation carried out for the year 2014/15 as described in Article 6.20 – 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 eight hundred dollars (\$2,800).

For all ranks other than Full Professor, where a Member's salary exceeds \$141,801 per annum, the PTR will be at fifty percent (50%) value. For all ranks, where a Member's salary exceeds \$156,954 per annum, the PTR will be nil.

3. Additional qualification increments shall be awarded pursuant to Article 6.25 – Additional Qualifications Increments.

- b. The salary floors for 2015/16 shall be as follows:

Lecturer	\$ 60,209
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Assistant Professor	\$ 72,582
Associate	\$ 87,035
Full Professor	\$ 106,863

- c. For Members contributing to the Laurentian University Pension Plan, a Member contribution increase of 0.4% on July 1, 2016; a 0.4% increase on January 1, 2017; a 0.7% contribution increase on June 30, 2017.

6.10.3 The Salary Structure for the Academic Year 2016/17

- a. The salary of each Member shall be composed of the base salary of each Member as of June 30, 2016 as modified by the following items:

- 1. On July 1, 2016 an increase to base pay of one percent (1%) with an additional increase of 0.4% for Members contributing to the Laurentian University Pension Plan. On January 1, 2017 an increase to base pay of one percent (1%) with an additional increase of 0.4% for Members contributing to the Laurentian University Pension Plan. On June 30, 2017 an increase to base pay of 0.7% for Members contributing to the Laurentian University Pension Plan.

- 2. A Progress-Through-The-Ranks increment for the evaluation carried out for the year 2015/16 as described in Article 6.20 – 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 eight hundred dollars (\$2,800).

For all ranks other than Full Professor, where a Member’s salary exceeds \$143,219 per annum, the PTR will be at fifty percent (50%) value. For all ranks, where a Member’s salary exceeds \$158,523 per annum, the PTR will be nil.

- 3. Additional qualification increments shall be awarded pursuant to Article 6.25 – Additional Qualifications Increments.

- b. The salary floors for 2016/17 shall be as follows:

Rank	July 1, 2016	January 1, 2017
Lecturer	\$ 60,811	\$ 61,419
Assistant Professor	\$ 73,308	\$ 74,041
Associate Professor	\$ 87,905	\$ 88,784
Full Professor	\$ 107,932	\$ 109,011

- c. For Members contributing to the Laurentian University Pension Plan, a Member contribution increase of 0.4% on July 1, 2016; a 0.4% increase on January 1, 2017; a 0.7% contribution increase on June 30, 2017.

6.10.4 Salary payments shall be made twelve (12) times a year on the twenty-fifth (25) day of every month or on the Friday immediately preceding the twenty-fifth (25) if that day falls on a weekend.

ARTICLE 6.15 – PROGRESS-THROUGH-THE-RANK(S) INCREMENTS

6.15.1 *Purpose*

The purpose of these increments is to provide, through a series of salary increases, orderly progression within rank.

6.15.2 *Award*

- a. These increments shall be awarded annually (effective July 1) for satisfactory performance of duties per Article 6.20.
- b. Increments may be withheld if performance is deficient, as outlined in Article 6.20.

6.15.3 *Salary on Promotion*

- a. When in a particular year a Member is promoted on July 1 to a new rank, the progress-through-the-rank(s) increment for that year, if awarded by the President, will be that appropriate to the new rank.
- b. If a Member's salary after promotion is below the floor salary of the new rank, he/she shall receive the floor salary of the new rank.

ARTICLE 6.20 – PROCEDURES FOR THE AWARD/DENIAL OF A PROGRESS-THROUGH-THE-RANKS INCREMENT

6.20.1 *Award*

When a Member's performance is judged to be satisfactory by the President, the annual increment shall be awarded, if the Member is eligible for such increment.

6.20.2 *Deadline*

Except in cases where the Member fails to submit an annual report by the specified time, all procedures for the evaluation of academic performance of Members shall normally be completed no later than June 30.

6.20.3 *Failure to Submit Annual Report*

See Article 4.50.5 – Annual Report for Members: Failure to Submit.

6.20.4 *Procedure for Award*

The President shall examine the annual reports as per Article 4.50, and make such other inquiries as he/she deems appropriate. Where the Member does not show active participation and/or satisfactory performance in all three (3) of Teaching, Scholarly Activity and Governance as listed in Article 4.10, the President shall undertake a more detailed review of the Member's activities. This review shall include at least an examination of prior annual reports covering an appropriate period of time determined by the President. The President shall inform the Member of the results of this review and shall award an annual increment where overall performance is found to be satisfactory.

6.20.5 *Procedure for Denial*

If, for any reason, the President is sufficiently concerned about the performance of a Member who is eligible for an annual increment to consider denying the annual increment, he/she shall

- a. state in writing her/his concerns to the Member and request the Member to meet with the President to discuss these concerns including the appropriateness of the time period for the review;
- b. subsequent to this meeting or the scheduled date of the meeting if the Member refuses to meet with the President, the President may direct that an evaluation of that Member

be made by the APC. The President shall have ultimate discretion to decide which Members shall be evaluated by the APC.

- c. The APC shall submit its evaluation to the President by June 15. The APC shall consider but not be limited to the results of all inquiries made by the President. The APC shall inform the President of the results of its own independent inquiries. The evaluation of the APC must include a summary statement of the overall adequacy of the Member's performance, i.e., that such performance is satisfactory or unsatisfactory.
- d. The President shall make an independent evaluation of the Member in question. In the formulation of her/his evaluation, the President may make such inquiries as he/she deems appropriate. The evaluation by the President must include a summary statement of the overall adequacy of the Member's performance, i.e., that such performance is satisfactory or unsatisfactory.
- e. After make her/his evaluation, the President shall decide whether to award or deny a normal increment to the Member in question. The normal increment must be awarded if both evaluations indicate that performance is satisfactory. In this instance, the President shall not direct a subsequent evaluation of the Member for a period of two (2) years following, unless there is documented new evidence of unsatisfactory performance in the Employee's personnel file.

6.20.6 *Copies of Decision*

A copy of the President's evaluation of the Member shall be provided promptly to the Member. The said evaluations shall all become part of the Member's personnel files as per Article 4.55 – Personnel Files.

ARTICLE 6.25 – ADDITIONAL QUALIFICATIONS INCREMENTS

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

ARTICLE 6.30 – OVERLOADS

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

<i>Effective</i>	<i>Full course (6 cr)</i>	<i>Half course (3 cr)</i>
July 1, 2014	\$ 9,772	\$ 4,886
July 1, 2015	\$ 9,968	\$ 4,984
July 1, 2016	\$ 10,066	\$ 5,033
January 1, 2017	\$ 10,168	\$ 5,084

6.30.2 *Fall/Winter Session Courses*

All Fall/Winter session courses taught on an overload basis will be paid at the full rate regardless of enrolment.

6.30.3 *Spring and Summer Session Courses*

Where scheduled Spring session courses may otherwise have to be cancelled, Members may, if they choose, agree to teach a course for an amount less than the overload stipend. This reduced rate shall not be less than one-tenth (1/10) of the applicable stipend for each student registered in the course.

6.30.4 *Cancellation of Courses*

No overload stipend is payable for courses cancelled prior to the second lecture session. Courses cancelled after the second lecture session will be paid at a weekly pro-rata rate for each whole or portion of a week that the course is taught.

6.30.5 *Limit on Number of Overloads*

The President may limit the number of overload courses that a Member is allowed to teach in any one Academic year.

6.30.6 *Remuneration for Small Courses*

- a. The parties agree that, to avoid cancellations of certain small courses, Members may elect to receive less than the full rate of overload pay for such courses with small enrolment, notwithstanding Article 6.30.2. (This is in the spirit of the 1998 Letter of Agreement on payment for Theatre Arts Practica.)
- b. Where scheduled Fall/Winter courses that are not essential to the program may otherwise have to be cancelled due to small enrolment, Members may, if they choose, agree to teach such courses for an amount less than the overload stipend. This reduced rate shall not be less than one-tenth (1/10) of the applicable stipend for each student registered in the course.
- c. Such teaching will not be counted as an overload until such point as the aggregate number of students being instructed under this article reaches ten (10). However, consideration will be given to the additional responsibilities undertaken by a Member under this article in the President's annual evaluation (Article 6.20.4).
- d. This provision shall not apply for the teaching of courses necessary for program requirements. Members teaching such courses will be remunerated at the full overload rate as per Article 6.30 and their workload shall be measured accordingly.

6.30.7 (= 4.80.4 a.2) Producing and directing a main stage theatre production will be seen as equivalent to teaching a half-course. In those cases where a main stage production is a joint effort compensation for this activity is to be distributed to participating faculty in proportion to involvement.

6.30.8 (= 4.80.6 d) Supervision of a practicum in Theatre Arts (THEA 3417, 3517, 3617) represent overloads payable at \$200 per student, to a maximum of five students per year.

6.30.9 *Team Teaching*

Some courses may be taught jointly, by more than one Member, if the Members so choose and the Chair of the Department and President agree. Such a team-taught course will

normally be an overload course for all the Members teaching it. If the course responsibilities are divided between two or more Members, remuneration will be pro-rated according to the division of labour. If two or more Members are teaching a course together, with all Members present for course meetings and jointly undertaking all the responsibilities of the course, the remuneration for each Member will be the full amount of the usual stipend for that course. The President's approval of all such arrangements is required in advance, including an outline of the division of responsibilities between the Members. When student evaluations for such courses are assessed, the team-taught nature of the course shall be indicated and taken into consideration.

ARTICLE 6.35 – DISTANCE EDUCATION COURSES

6.35.1 *Normal function*

The development and/or supervision of correspondence courses is an integral part of University functions. Therefore, the development and/or supervision of a correspondence course may be part of a Member's normal teaching workload as per Article 4.80.

6.35.2 *Equivalents*

The development of a new correspondence course shall be equivalent to twice the credit value of the course. When a correspondence course is revised, equivalent credit value shall be calculated on a pro-rated basis.

6.35.3 *Copyright*

Copyright for distance education courses shall be governed by Article 4.91.

6.35.4 *Compensation*

Where the development of a correspondence course is not included as a part of a Member's normal workload, the payment shall be (an) overload payment(s) based on the equivalence outlined in 6.35.2. A Member may also agree to some combination of normal workload assignment plus paid overload as appropriate.

6.35.5 *Supervision*

Where the supervision of a distance education course is not included as part of a normal workload, a six credit course shall be paid on the basis of:

- 1 to 5 students \$900
- 6 students and over \$160 per student
- Three-credit courses will be pro-rated.

6.35.6 Members who act as internal readers for courses under development will be compensated at the rates established by the Centre for Continuing Education at Laurentian University.

ARTICLE 6.37 – DEPARTMENTAL AND PROGRAM CHAIRS

6.37.1 Members normally serve as Chairs on a three-year rotation within individual departments and are appointed by the President. Chairs are responsible for providing academic leadership to their Department or Program, and for representing the decisions and objectives of the Department or Program. They report to the Provost. The duties of the Chair will include:

- a. overseeing the academic content, standards and operation of courses;

- b. in consultation with the members of the Department or Program, proposing course schedules to the Provost for approval, and ensuring that they are forwarded to the appropriate Laurentian offices;
 - c. advising students about departmental or program courses and requirements;
 - d. overseeing the maintenance and development of library holdings for the department or program;
 - e. developing and administering annual departmental or program operating budgets, in consultation with and subject to the approval of the President and the Bursar;
 - f. co-ordinating departmental or program reviews;
 - g. approving the mark forms for courses offered in the department or program;
 - h. overseeing the hiring of new Members, in consultation with the President;
 - i. overseeing the development and revision of correspondence courses;
 - j. supervising the use and maintenance of space and equipment;
 - k. preparing departmental or program reports, when reasonably requested;
 - l. maintaining relations between the department or program and external constituencies, and the broader university community.
- 6.37.2 Department and program Chairs shall receive a \$ 5500 stipend for every year that they are Chair on July 1.
- 6.37.3 Department and Program Chairs supervising courses on the Barrie campus totalling 18 credits or more will receive an extra stipend of \$500.
- 6.37.4 The Registrar shall receive a \$ 2750 stipend per year added to his/her PA or as salary while serving as Registrar on July 1.
- 6.37.5 The Co-ordinator/Academic Adviser for the BFA shall receive a \$ 2200 stipend added to his or her PA or as salary for every year serving in that role on July 1.
- 6.37.6 If filling the position for a portion of a year, a pro-rated stipend will be paid.

ARTICLE 6.40 – FRINGE BENEFITS

6.40.1 *Available Fringe Benefits*

During the term of this Agreement, the Employer agrees to maintain for its Members, the same benefits package and the same cost-sharing basis available to the Association Members at Laurentian University of Sudbury, excepting that its Members shall contribute 10% of the cost of Hospital Care and Extended Medical.

6.40.2 *Members on Unpaid Leave*

Any Member on an unpaid leave of absence shall make special arrangements for benefit coverage as outlined in Article 5.30 – Leaves of Absence Without Pay.

6.40.3

Parking shall be provided on a space-available/non-reserved basis for Members at no charge during the term of this Agreement.

ARTICLE 6.43 – PROFESSIONAL ALLOWANCE

6.43.0 On Professional Allowance see Article 4.95.

ARTICLE 6.45 – TUITION FEE EXEMPTION AND TUITION BURSARIES

6.45.1 *Tuition Fee Exemption*

- a. The following shall be eligible for Tuition Fee Exemption.
 1. All full-time Members as of the effective date of appointment and all retired full-time Members.
 2. Spouses and dependents of all full-time Members and also retired full-time Members and of deceased retired Members and of Members who died while in the full-time employ of the University. Dependents include wife and husband (including common-law relationships), children up to the age of 26 years (including natural, step, and adopted children, wards and other children for whom the Member is the primary care giver).
- b. Exemption from Tuition Fees is subject to the following conditions:
 1. 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.
 2. Students who are eligible for an exemption from tuition fees are not exempted from the payment of incidental fees.
 3. 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.
 4. 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.
- c. Eligibility ceases with the term immediately following the date of termination of employment of a Member, unless otherwise specified in this Agreement.
- d. The Board reserves the right to modify or rescind this policy depending on the development of future government policy that has a bearing on this matter.

6.45.2 *Tuition Bursaries*

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

ARTICLE 6.50 – MOVING EXPENSES

6.50.1 Moving expenses include:

- a. moving, packing, crating and unpacking of household goods and personal effects;
- b. transfer of family by the most economical means of transportation;
- c. reasonable living expenses for the duration of the trip to the new location;
- d. one (1) advance visit for the purpose of securing suitable housing. The newly appointed Members may be accompanied by their spouse in this instance.

6.50.2 *Expenses Reimbursed*

On initial appointment to the University each Member shall be entitled to reimbursement for moving expenses subject to the following conditions:

- a. all claims must be substantiated by official and original receipts;
- b. the University shall reimburse claims at the rate of 100% to a maximum of \$4,000 for Members on a contract of more than twelve (12) months;
- c. the University shall reimburse claims at the rate of 100% to a maximum of \$1,000 for Members on a contract of twelve (12) months or less;
- d. in exceptional circumstances, the University may exceed these amounts. Such conditions will be specified in the initial letter of appointment.

6.50.3 *Moving Expense as Loan*

- a. Moving expenses paid to a new Member will constitute a loan made by the University. This loan will be retired when the Member has completed the lesser of her/his contract term or three (3) years of continuous service to the University.
- b. Should the beneficiary of such a loan leave the University before completing the service requirements as in 6.50.3 a, for personal or disciplinary reasons, he/she must reimburse the University for a pro-rated portion of the loan. Such amount will be deducted from the salary owing.
- c. In the case of a member appointed to a limited-term contract, the loan will be considered retired if the contract is completed.

ARTICLE 6.55 – PHYSICAL EDUCATION FACILITIES

6.55.1 Members and their families are eligible for Voyager Recreation Fitness Centre Membership subject to the payment of employee rate membership fees as set by Laurentian University. This eligibility is subject to the provision of such facilities to all Laurentian and federated university faculty and staff.

ARTICLE 6.60 – PUBLIC LIABILITY INSURANCE

6.60.1 The Employer shall maintain public liability insurance insuring, among others, Members who are acting within the scope of their employment, against liability claims, (including negligence, property damage, personal injury, libel and slander) up to a limit of ten million dollars (\$10,000,000).

7. COLLECTIVE AGREEMENT

ARTICLE 7.10 – VALIDITY OF THE AGREEMENT

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

ARTICLE 7.15 – DURATION AND CONTINUANCE OF THE AGREEMENT

7.15.1 This Agreement shall come into effect upon ratification by the parties and, except as otherwise provided herein, shall continue in effect to June 30, 2017.

7.15.2 Notice to bargain for a renewal of this Agreement with or without modifications or the making of a new Agreement shall be given in accordance with The Labour Relations Act of Ontario.

7.15.3 This Agreement shall remain in force during any period of negotiation, until a new Agreement is ratified by both parties, or until a strike or lock-out is declared.

7.15.4 At least ten (10) days before the termination of this Agreement, a separate memorandum which shall continue in force thereafter, shall be signed by the parties to the effect that in the event of a strike or lockout, the Association will assume the costs of maintaining Members' eligibility in the University's hospital, extended health and dental care plans.

ARTICLE 7.20 – GRIEVANCE AND ARBITRATION

7.20.1 *Exclusion*

- a. The following decisions will not be subject to grievance:
 1. non-renewal of term appointments per Article 4.35;
 2. not to invite or re-invite a Member to postpone retirement beyond normal retirement per Article 4.70 – Retirement.
- b. The following decisions will be subject to grievance only in the case of allegations of violations of academic freedom, significant procedural irregularities or discrimination:
 1. the non-renewal of a probationary contract when the President confirms a negative recommendation of an APC;
 2. the denial of a first application for (and the denial of a second application for promotion where the two applications are made in consecutive years) promotion to a particular rank when the President confirms a negative recommendation of an APC;
 3. any tenure decision which does not result in the termination of employment.
- c. Grievances concerning renewal and tenure as per Article 4.40 – Tenure and Renewal Evaluation when the decision would result in termination of employment, and dismissal as per Article 4.65 – Dismissal Procedures, shall proceed directly to Stage Two as set forth in 7.20.4 b.

7.20.2 *Definition of a Grievance*

- a. A grievance shall mean any difference arising between a Member, the Association or both, and the Employer as to the interpretation, application, administration or alleged violation of the provisions of this Agreement .
- b. A Member Grievance must be signed by the aggrieved Member. All grievances shall be dated and include:
 1. the provisions of the Agreement that are alleged to have been violated, misinterpreted or improperly applied;
 2. the facts upon which the grievance is based;
 3. the remedy sought; and,
 4. the result of the complaint stage.
- c. All Member complaints (and grievances as in 7.20.1 c above) may be submitted provided that no more than thirty (30) calendar days have elapsed since the occurrence of the alleged grievance became known or should reasonably have become known to the griever.

7.20.3 *Complaint Stage*

- a. It is understood that a Member has no grievance until he/she has first given the President an opportunity to adjust her/his complaint. In discussing her/his complaint, the Member may be accompanied by the Thorneloe Steward.
- b. Any Member's complaint which is not settled by the President within ten (10) calendar days shall then commence at Stage One of the Grievance Procedure.

7.20.4 *Grievance Procedure:*

a. STAGE ONE

If the Association decides to proceed with a Grievance, then the Thorneloe Steward shall, within fourteen (14) calendar days after completion of the complaint stage, take the written grievance to the President. The President shall schedule a meeting between the parties, including the griever, which shall take place within ten (10) calendar days of receipt of the grievance. The representatives of the parties may be accompanied by a person of their choice. A written answer from the President shall be given within five (5) calendar days of the meeting at this stage. Then, Stage Two may be invoked.

b. STAGE TWO

The Thorneloe Steward, two (2) representatives of the Association and/or legal counsel, may within ten (10) calendar days after the meeting at Stage One take the matter up with the Board or its designated representatives. A meeting shall take place within fourteen (14) calendar days of receipt of written notification by the Association. Either party may invite to the meeting persons whom they consider relevant to the grievance. A written answer shall be given within fourteen (14) calendar days of the meeting. Failing settlement at this stage, within fourteen (14) calendar days after the due date of the answer, the matter may be referred to Arbitration in accordance with Section 44 or Section 45 of the Ontario Labour Relations Act.

7.20.5 *Extension of Time Limits*

All time limits in this Article shall be automatically extended by the number of Recognized and Other Holidays occurring within the time limit period. Time limits may also be extended as per Article 1.30 – Deadlines and Time Limits. There shall be no other extensions to the time limits as outlined in the Grievance Procedure herein unless by mutual written consent, which consent shall not be arbitrarily or unreasonably withheld by either party to this Agreement.

7.20.6 *Arbitration*

- a. Each of the parties to this Agreement shall bear the expenses of its appointee to the Arbitration Board. The expenses of the Chair and any cost of the place of hearing shall be assessed as designated in the Arbitration Award. Normally, these costs shall be shared equally.
- b. In cases involving termination of a Member's appointment where a violation by the Employer of Article 3.10 – Academic Freedom or Article 3.25 – No Discrimination is a finding of the Arbitration Board, all costs of the arbitration, including the costs of the arbitrators, shall normally be borne by the Employer.
- c. In cases of discipline, suspension or dismissal grievances before a Board of Arbitration, the disciplinary action of the Employer may be amended by any other arrangement which, in the opinion of the Board of Arbitration, is just and equitable.
- d. An Arbitration Board shall have the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision which it deems just and equitable.
- e. An Arbitration Board shall confine itself to the grievance submitted for arbitration and shall have no authority to determine any other issue or issues.
- f. An Arbitration Board shall not have any power to alter any of the provisions of this Agreement, nor to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

7.20.7 *General Grievances*

- a. General grievances are differences arising directly between the Association and the Employer concerning the interpretation, application, administration or alleged violation of this Agreement.
- b. It is understood there is no general grievance until the President and the Thorneloe Steward have had an opportunity to adjust the complaint as per 7.20.3 above. A grievance may subsequently be submitted in writing by either party and dealt with as a grievance commencing at Stage One.
- c. Any grievance by the Employer or the Association as provided herein shall be filed within sixty (60) calendar days of the date when the matter of the alleged grievance became known or should reasonably have become known to the griever.

ARTICLE 7.25 – STRIKES AND LOCKOUTS

- 7.25.1 The parties hereby agree that there shall not be, during the currency of this Agreement, any lockout by the Employer or any strike by Members.

- 7.25.2 A Member shall not be dismissed per Article 4.65 or disciplined per Article 4.60 for refusing to cross a picket line on campus which has been established in full compliance with existing laws, when the legal picket line has been established by the Association on behalf of faculty and exclusively against Laurentian University. The Employer may however, dock such a Member's salary by 1/365 for each day lost.
- 7.25.3 In the event that scheduled classes at Thorneloe University, both on-campus and Envision, are suspended in the event of strike action by other groups on campus, Members will be allowed, without financial penalty, to continue their work from home (e.g., grading, answering student inquiries, lecture prep, research) and will not be required to cross picket-lines. Arrangements for the resumption of classes after a strike action has concluded shall reflect arrangements made by Laurentian University.

ARTICLE 7.30 – LAY-OFF OF MEMBERS

- 7.30.1 The Employer agrees that except as stated in this Article, there shall be no lay-offs of Members during the term of this Agreement. Amongst others, the following terminations of employment are not lay-offs:
- a. non-renewal of limited-term or probationary appointments as per Article 4.35 – Appointment and Renewal of Appointment and Article 4.40 – Tenure and Renewal Evaluation;
 - b. refusal of tenure per Article 4.40 – Tenure and Renewal Evaluation.
- 7.30.2 Should the Employer believe that lay-offs might be required subsequent to the expiry of this Agreement, then the parties agree to meet within fifteen (15) days of a written request of the Employer. Such request shall not be made later than thirty (30) days before the expiry date of this Agreement.
- 7.30.3 If Laurentian University requires that a program currently taught at Thorneloe University be transferred to Laurentian University, then the parties agree to jointly request Laurentian University to accept the transfer of all the Members associated with the transferred program. Any Member offered and refusing such a transfer may be laid off.

**THE TERMS OF THIS AGREEMENT HAVE BEEN APPROVED
BY
THE BOARD OF GOVERNORS OF
THORNELOE UNIVERSITY
AND
THE LAURENTIAN UNIVERSITY
FACULTY ASSOCIATION**

DATED AT Sudbury, Ontario this _____ day of _____, 2015.

for the Association

for the Board

APPENDIX A

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

Between:

Laurentian University Faculty Association,

‘Applicant’

-and-

Thorneloe University,

‘Respondent’

CERTIFICATE

Upon the application of the applicant and in accordance with the provisions of the Labour Relations Act, THIS BOARD DOOTH CERTIFY Laurentian University Faculty Association as the bargaining agent of all full-time academic staff of Thorneloe University in Sudbury, save and except the provost and persons above that rank.

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

DATED at Toronto this 10th day of September, 1990.

ONTARIO LABOUR RELATIONS BOARD

T.A. Inmiss

Registrar

APPENDIX B

STANDARD OFFER OF EMPLOYMENT

SALARY. Your starting salary will be XXX per annum based on XXX years of university experience and XXX years of other experience relevant to your discipline as well as other factors affecting faculty recruitment in your field. Your salary, benefits and other provisions will be adjusted according to any new agreement between the Board and the Association.

APPENDIX C

SPECIAL VOLUNTARY EARLY RETIREMENT PLAN

1. The purpose of this program is to facilitate renewal of faculty. Faculty renewal is expected to have a positive impact on the organization through the revitalization of academic departments and by helping to reduce possible future hiring problems.
2. The Special Voluntary Early Retirement Plan will make early retirements possible. This program is separate from the Pension Plan and is provided in situations when its implementation would be beneficial pedagogically, be self-financing and at no or minimum increase in cost to the University.
3. To be eligible for Special Voluntary Early Retirement, the Member must:
 - a. be five (5) years or less from the attainment of his/her Normal Retirement Date (i.e., 65), and
 - b. have completed at least fifteen (15) years of full-time service at Thorneloe University as of the proposed date of commencement of Special Voluntary Early Retirement.
4. On any July 1 (January 1), a Member who is eligible under the requirements described in the previous paragraph may choose to take Special Voluntary Early Retirement. In such a case the Member shall apply in writing to the President by no later than the previous October 1 (April 1). Each application will be assessed on its merits.
5. The granting of a Member's application may, but will not normally be delayed by decision of the University. Such a delay may occur once only and will be for a period of six (6) months to one (1) year.
6. A Member shall be notified by the President by December 1 (June 1) in the year that the Member has applied for Special Voluntary Early Retirement if the application has been granted for Special Voluntary Early Retirement to commence the following July 1 (January 1) or is to be delayed for six (6) months or one (1) year. The Member must confirm his/her decision to take Special Voluntary Early Retirement by February 1 (August 1) immediately preceding the July 1 (January 1) when the Special Voluntary Early Retirement period would commence. The Member's confirmation will render the decision final.
7. A Member eligible for Special Voluntary Early Retirement may request, before October 1 (April 1), a statement of the early retirement incentive and benefit costs for the following year. All Members applying for Special Voluntary Early Retirement will automatically receive such a statement. The Member will receive the statement no later than November 1 (May 1). A Member eligible for early retirement shall be entitled to receive a one-time reimbursement of up to \$400 for the services of a financial consultant (receipts required).
8. A decision to opt for Special Voluntary Early Retirement is final, and the Member may not return to full-time or part-time employment at Thorneloe University unless requested and agreed to by the University.
9. The Special Voluntary Early Retirement Period for the individual Member will be in effect from the commencement date of Special Voluntary Early Retirement and will continue until the earlier of the Member's normal retirement date or death or to a maximum of three-years.

10. During the initial year of Special Voluntary Early Retirement, the Member may receive an early retirement incentive of 1.75% of salary (last year of his/her full-time employment) times years or fractions thereof of full-time service at early retirement to a maximum of 50% of the aforementioned salary. (Leave of absence without pay is not included in the calculation of a Member's years of service. Years of service under Reduced Voluntary Workload will be prorated according to the percentage workload reduction). The President may, after discussion with the Member concerned, increase the incentive percentage to address particular concerns, without exceeding the 50% maximum. Any increase in the incentive percentage over the formula amount must be communicated with explanation to the Association.
11. During the subsequent years of Special Voluntary Early Retirement, the Member shall receive an early retirement incentive increased each year by the percentage increase of the faculty scale.
12. While on Special Voluntary Early Retirement, the Member may wish to continue to participate in the Laurentian University Retirement Plan. In such case the University's share of contributions will be deducted from the early retirement incentive. The contributions will be based on the salary of the last year of his/her full-time employment escalated annually by the percentage increase of the faculty salary scale. Furthermore, the Member will be eligible for the minimum guaranteed pension based upon the aforementioned escalated salary and years of Special Voluntary Early Retirement of paid pension contributions. In this case the Member will be considered to be on leave with pay and will be required to pay CPP and EI contributions and will not be eligible to the roll-over provisions described in the next paragraph. The aforementioned is subject to the current Revenue Canada Regulations.
13. If the Member chooses not to continue contributing to the Laurentian University Retirement Plan, then he/she could be treated as though he/she had terminated his/her employment with Thorneloe. In that case, the incentive payments could be treated as a retiring allowance so they would be eligible for roll-over to an RRSP up to the legal limit. The allowable roll-over amount may be spread over the years of the Special Voluntary Early Retirement and the remaining incentive amount would be considered income for the sake of calculating the annual RRSP contribution limit. The Member could collect his/her pension in addition to the incentive if he/she so desired. If the Member is at least 60 years of age, he/she may be eligible for full or partial CPP benefits, provided he/she has contributed to the plan. For more information, or to get application forms, call the Income Security Programs Office, which is listed under Human Resources and Labour Canada of the Government of Canada. The aforementioned is subject to the current Revenue Canada Regulations.
14. During the Voluntary Early Retirement period, the benefits will apply as follows:
 - a. Members considered to be on leave with pay can retain participation at the same participation rates in the Group Life Insurance, Dependent Group Life, Accidental Death and Dismemberment, Hospital Care, Extended Medical (including ManuAssit), the dental plan and the Retirees Health Benefit Plan. The Long-Term Disability plan cannot be continued. Members may also be exempt from the hospital care and extended medical coverage if they have similar coverage through the group plan of a spouse.
 - b. Members no longer considered employees are prohibited from participating in group benefits. In their place, the University will provide a subsidy to the member equivalent to the University's contributions to the cost of health and dental coverage for a single person. If the member is entitled to benefits under the Retirees Health Plan, this subsidy would not apply.

15. Should the Member die during the Special Voluntary Early Retirement Period, the payment will cease at the end of the month the death occurred. Benefits and Pension contributions will also terminate as of the end of the month of the Member's death.
16. A Member taking Special Voluntary Early Retirement would enjoy all retiree privileges as well as tuition fee waiver.
17. Admission to the Special Voluntary Early Retirement Plan will be available under this plan for a three (3) year period i.e. from July 1, 2014 to June 30, 2017. If during this period the Laurentian University Retirement Plan is amended to provide for additional early retirement provisions to Laurentian University faculty employees, the Special Voluntary Retirement Plan will be reviewed at that time.
18. The provisions of this Special Voluntary Early Retirement Plan shall apply as of the date of approval by the Board of Governors. These provisions may be amended and/or extended for a further period with the agreement of both the Board and the Association. Such decision will be made prior to June 30, 2017. Early-retired Members at the time of amendment or termination of these provisions will not be disadvantaged by such amendment or termination.

APPENDIX D

GUIDELINES FROM COUCTP ON THE ASSESSMENT OF CREATIVE ACTIVITY (PLAYWRITING, PRODUCING, DIRECTING, DESIGNING, DRAMATURGING, AND ACTING) FOR THE PURPOSES OF TENURE AND PROMOTION CONSIDERATION

Creative activity in the areas of Playwriting, Dramaturging, Producing, Directing, Designing, Acting [and other means of participation in the creation of performance texts] in a theatrical production or performance may be considered in lieu of or in tandem with scholarly publication for purposes of tenure, promotion, and merit increments, with no hierarchical differentiation between the two types of activity.

Playwriting, Producing, Directing, Designing, Dramaturging or Acting in a professional production will be considered the equivalent of refereed publication, on the principle that hiring within the profession is a form of refereeing. The relative merits or stature of such hirings are considered to be the equivalent of the relative merits or statures of different presses or journals.

Playwriting, Producing, Directing, Designing, Dramaturging, or Acting in a University Production will be counted as teaching and assessed through the host University's usual procedures of student and other evaluation, when such activity is considered to be part of a faculty member's teaching load.

Playwriting, Producing, Directing, Designing, Dramaturging or Acting in a University or Community production will be considered to be the equivalent of non-refereed publication, insofar as such activity exceeds the normal work involved in any accredited teaching activity that is part of a faculty member's normal teaching load (see previous paragraph), and unless such activity receives external assessment at the request, with sufficient advance notice, of the faculty member (see next paragraph).

Playwriting, Producing, Directing, Designing, Dramaturging or Acting in a University or Community (non-professional) production will be considered to be the equivalent of refereed publication if it has been assessed to be so by a professional in the field reasonably considered by the Department's Tenure and Promotion committee to be qualified, and using the appended guidelines (to be given to assessors before their invitation to view the production in question). The faculty member **MUST** request such evaluation in advance of the production in question, with sufficient time for arrangements for external evaluation to be made.

APPENDIX E

LETTER OF AGREEMENT BETWEEN THE BOARD OF GOVERNORS OF THORNELOE UNIVERSITY AND THE LAURENTIAN UNIVERSITY FACULTY ASSOCIATION

The parties agree that the provisions regarding the operation of the Academic Personnel Committee (APC) as described in Articles 4.20 to 4.45, shall come into effect on January 1, 2015, and that matters that come before the APC in the period July 1, 2014 to December 31, 2014, will be governed by the provisions of the Collective Agreement of 2011–2014.

APPENDIX F

SUMMARY OF IMPORTANT DATES

DEADLINE	STEP	ARTICLE
July 1	Earliest date to apply for renewal, tenure, and promotion	4.30.1 4.45.3 c
July 1	Deadline for President to communicate timetabling of teaching load	4.80.2
July 1	Professional Allowance credited to the Member's account	4.95.7
July 1	Deadline for President to submit sabbatical plan; deadline for President to inform a Member of the need to postpone her/his sabbatical plan	5.20.4 a 5.26.6 a
August 1	Request to the President to postpone tenure application by a year	4.40.4
September 1	President renders his decision regarding requests for postponement of tenure application	4.40.4
September 30	Deadline to apply for renewal, tenure, and promotion to the President	4.30.1 4.45.3 c
September 30	Normal deadline to apply for sabbatical; normal deadline to apply for study leave	5.20.4 b 5.25.3 a
October	The Board provides the LUFA office at Laurentian with documents	2.40.2
October 1	Deadline to apply for Special Voluntary Early Retirement (or April 1)	App. C 4
October 10	The Steward of the Association determines which members are eligible to serve on the APC and strikes a committee of five. He also invites a Dean to serve as Chair of the APC	
October 10	Deadline to submit the documentation to be considered by the APC: → an updated <i>curriculum vitae</i> → a copy of the research and creative works the applicant wishes to have considered in the examination of the application, it being understood that the applicant may attach a clear and detailed description of these works when the works are such that their physical submission is not practical → a teaching dossier → the names and required data for Laurentian and External referees, either optional or required	4.30.2 4.40.3 4.40.5 4.20.2 4.25.4
October 20	Deadline for President and APC delegate to request letters from the referees	4.30.3
November 1	Deadline for Faculty Council to submit recommendation for/against sabbatical applications	5.20.5 a

November 15	Referees to submit their letters	4.30.4
December	Deadline by which APC must start its deliberations.	
December 1	Deadline for President to inform Member about application for Special Voluntary Early Retirement (or June 1)	App. C 6
December 15	APC's recommendations forwarded in writing to the President	4.30.5 4.35.2 b
January 15	President to inform the candidate and APC Chair and delegate	4.30.6
January 15	Deadline for President to communicate his decision regarding sabbatical applications	5.20.5 b
February 1	Normal deadline of written agreements for voluntary overload teaching for the Spring/Summer session	4.80.5 a.3
April 1	Deadline to apply for Special Voluntary Early Retirement (or October 1)	App. C 4
May 1	Deadline for Member to request postponement of leave	5.20.6 b
June 1	Deadline for President to submit assigned workload to Members	4.80.2
June 1	Normal deadline of written agreements for voluntary overload teaching for the Fall/Winter session	4.80.5 a.3
June 1	Deadline for President to inform Member about application for Special Voluntary Early Retirement (or December 1)	App. C 6
June 15	Deadline to submit annual report	4.50.2
June 15	Deadline for APC to submit report	6.20.5 c
June 30	Deadline for all procedures for the evaluation of academic performance of Members to be completed	6.20.2