

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



**LAURENTIAN UNIVERSITY  
OF SUDBURY**

**AND**

**LAURENTIAN UNIVERSITY STAFF UNION**



**LAURENTIAN UNIVERSITY  
STAFF UNION (LUSU)**  
**SYNDICAT DES EMPLOYÉS DE  
L'UNIVERSITÉ LAURENTIENNE (SEUL)**

*A chain is as strong as its weakest link  
Une chaîne a la force de son maillon le plus faible*

**DURATION**  
**JULY 1, 2018, TO JUNE 30, 2021**

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

**LAURENTIAN UNIVERSITY OF SUDBURY**

**Hereinafter called the "University"**

**OF THE FIRST PART**

**and**

**LAURENTIAN UNIVERSITY STAFF UNION**

**Hereinafter called the "Union"**

**OF THE SECOND PART**

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## **GENERAL PURPOSE**

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

## **ARTICLE 1 - RECOGNITION**

- 1.01 The University recognizes the Union as the sole collective bargaining agent of all employees of Laurentian University of Sudbury in clerical, technical, administrative, service work, Maintenance Department, Operations Department, Printing Department, and Residence Department, save and except forepersons, persons above the rank of forepersons, supervisors, persons above the rank of supervisor, secretaries (2) in the Office of the President, secretaries (3) in the Offices of the Vice-President Academic and Research (including Associate Vice-President, Research), Secretary to the Vice-President Administration, Executive Assistant University Advancement, secretaries (2) in the Offices of the Director of Finance, Human Resources staff, Academic Staff Relations staff, Office Supervisor Continuing Education, Office Supervisor Registrar's Office, Office Supervisor Treasury, Equipment Supervisor, Payroll and Benefits Manager, Varsity Sports Coordinator, Pool Supervisor, Registered Nurses, Career Counsellor, Personal Development Counsellor, persons regularly employed for not more than twenty (20) hours per week in the clerical, technical, administrative and service work, and not more than twenty-four (24) hours per week in the Maintenance Department, Operations Department, Printing Department, and Residence Department, students employed during the school vacation period, persons covered by subsisting collective agreements or certificates of the Ontario Labour Relations Board, and any persons paid by other than operating and/or ancillary funds.

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

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

- 1.02 As a condition of continued employment, all employees employed as Security Guards (full-time and part-time), must have a Security Guard License, as per the PRIVATE SECURITY GUARDS AND INVESTIGATION ACT, Ontario; a valid Ontario Driver's License – Class G (it is not the intent of the University to terminate a Security Guard who temporarily loses her/his driver's license); a valid Standard First Aid Certificate plus CPR and defibrillator training; and attend annual, in-service training provided by the employer and related agencies; and have by-law enforcement authorization as granted by the City of Greater Sudbury. It is understood that those Security Guards not already in receipt of this

authorization will apply for authorization within twelve months. It is understood that these lectures will be on the employee's own time, and the University will grant time off, with pay, for the time spent on these lectures (time for time, and not overtime pay).

- 1.03 Both the English and the French versions of the Collective Agreement shall be official and definitive versions. Both parties may use either the English or French version in any proceedings arising out of the Collective Agreement, and shall apply the version of the Collective Agreement in which formal grievance/arbitration proceedings were initiated.
- 1.04 All employees, unless otherwise stated in this Agreement, shall have the right to have a representative of the Union present at any meeting with the University, regarding the terms and conditions of employment as stated in this Agreement.
- 1.05 Where the singular is used in this Agreement it shall be considered as if the plural has been used where the context of the party or parties hereto so require.
- 1.06 No employee shall be required or permitted to make a written or verbal agreement with the University or its representatives which conflicts with the terms of this Collective Agreement.
- 1.07 The University shall not be permitted to make any written or verbal agreement with any Union employee in this bargaining unit which conflicts with the terms of this Collective Agreement.
- 1.08 No employee shall lose her/his employment or salary grade and step with the University as a direct result of the University contracting out work normally performed by members of the bargaining unit. In the event the University is required to transfer any employee so affected to another position within the University, Article 27 - Position Posting, shall not apply.
- 1.09 No full-time employee shall lose her/his employment with the University as a result of the University using volunteers. Employees who are required to supervise volunteers will receive the equivalent of a two-step (2) increase in salary for the duration of the supervision.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 Except as expressly abridged by the Agreement, the University shall continue to have the right to take any action it deems appropriate in the management of the University and the direction of its employees.
- 2.02 Without limiting the generality of the above, these rights include, but are not limited to, the right to:
  - a) maintain order, discipline, and efficiency;

- b) hire, reinstate, promote, transfer, lay off employees, establish, and enforce rules and regulations, and also to discipline and discharge employees for just cause;
  - c) determine the requirements of a job and the standards of the work to be performed, and to determine the qualifications of any employee to perform that work.
- 2.03 The University agrees that it shall not exercise its management rights in a manner inconsistent with any of the terms of this Agreement.

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

- 3.01 The University shall deduct from every employee, as condition of each employee's continued employment, an amount equal to current Union dues.
- 3.02 The University shall deposit such deductions of Union dues to the Union's bank account not later than the fifteenth (15<sup>th</sup>) day of the month following the month in which the dues were deducted and forward to the Treasurer of the Union a list of the names and classifications of the employees from whom the deductions have been made.
- 3.03 Dues' deductions shall be made from the first and second payroll period of each month for employees paying Union dues on a flat rate. Employees paying on a percentage basis will have Union dues deducted every pay period.
- 3.04 The Union shall notify the University in writing of any change in the amount of dues to be deducted and it shall take effect in the second month, after receipt of such notification.
- 3.05 The Union agrees to defend and hold the University completely harmless against all claims, demands, and expenses should any person, at any time, contend or claim that the University has acted wrongfully or illegally in making such Union dues deductions.
- 3.06 An employee who is a member of a religious group, which by official policy prohibits Union membership and paying of Union dues or assessment, may apply in writing to the Union, including a suitable affidavit of objection, to have such dues remitted to her/his religious group.
- 3.07 The University and the Union undertake that there shall be no discrimination, intimidation, harassment, bullying or coercion by the University, the Union or any employee against any person while carrying out University business by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status, handicap, immune status, language (except where language competence is specified in the position posting referred to in Article 27.02), or membership or non-membership in the Union.

The above terms, as defined in the Ontario Human Rights Code, where definitions are provided in the Code, or as defined by the Laurentian University Policy on a Respectful Workplace and a Learning Environment.

- 3.08 The Union and the University acknowledge that it is the right and the privilege of any employee in the bargaining unit to become, refrain from becoming, or cease to be a member of the Union.
- 3.09 The Union agrees that neither the Union, its officers or representatives, or any employee will engage in any Union activity during normal working hours or on the University's premises, at any time, except with the permission of the Associate Vice-President, Human Resources and Organizational Development or her/his designate, or except as specifically provided elsewhere in this Agreement; however, this clause shall not prevent employees from engaging in casual conversation relating to Union affairs.
- 3.10 A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum period of thirty (30) minutes during the first three (3) months of employment, to acquaint the new employee with the Union and the benefits and duties of Union membership. The interview shall be scheduled as early as possible in the employment relationship, at a time approved by the supervisor of the new employee.
- 3.11 It is recognized that the Union committees, as outlined in the Agreement, may, from time to time, require the presence of the Union President at their meetings. The Union President shall obtain permission from her/his supervisor before absenting herself/himself from her/his place of work in order to attend the meetings. The University agrees that such request for permission shall not be unreasonably withheld. Time spent at these meetings shall not be used in the calculation of any overtime pay.
- 3.12 The University agrees to provide the Union with the use of a serviced office.
- 3.13 The Union shall have access to the internal postal service of the University. Normal practice of charging for external mail will apply.
- 3.14 The University shall permit the Union to use University premises as meeting rooms on the same basis as University organizations.
- 3.15 The University will allow the Union to use University printing, computer, and audio-visual facilities at the same rate as University users, subject to availability.

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

- 4.01 The University acknowledges the right of the Union to appoint or otherwise select a Negotiation Committee composed of not more than five (5) employees who have completed their probationary period with the University. The Union shall forward to the University a list of alternate members.
- 4.02 The Union shall notify the University in writing of the names of the Negotiation Committee members and any resulting changes thereto, and only those Negotiation Committee members shall be recognized by the University.

- 4.03 The Negotiation Committee members shall obtain permission from their supervisor before absenting themselves from their place of work in order to attend negotiation, conciliation, and mediation meetings. The University agrees that such request for permission shall not be unreasonably withheld. Authorized absence from work shall be without loss of pay and such time so spent shall not be used in the calculation of any overtime pay.
- 4.04 The place of meeting for contract negotiating shall be mutually agreed upon by both the University and Union, and the costs, if any, shall be shared equally by the University and the Union.
- 4.05 When negotiating with the University, the Union shall have the right to have the assistance and presence of a representative from a law firm or other qualified services of its choice.

## **ARTICLE 5 - GRIEVANCE COMMITTEE**

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

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

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

## **Complaint Procedure**

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

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

### **Step 1**

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

### **Step 2**

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

### **Step 3**

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

## **Direct Difference Grievance**

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

- 6.04 The time limits referred to in this Article may be extended by mutual agreement of the parties, but otherwise time shall be of the essence of this Article.
- 6.05 Saturdays, Sundays, and paid holidays shall not be counted in determining the time within which any action is to be taken, or completed, under the Grievance or Arbitration Procedure.
- 6.06 Failure on the part of the grievor to observe the time limits in this Article or Article 7 shall be deemed to be an abandonment of the grievance, and failure on the part of the respondent to observe the time limits shall permit the grievor to move to the next Step in the Grievance Procedure.

### **Discharge and Suspension Grievance**

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

### **Group Grievance**

- 6.08 Where two (2) or more employees have a common grievance, one (1) employee may be selected to present the grievance on behalf of the group named therein, commencing at Step 1 of the Grievance Procedure.
- 6.09 When a grievance has been settled, the University shall prepare written documentation of any agreement reached, which shall be signed by the University, the grievor, and the Union. The University shall circulate copies of this documentation to the grievor and the Union Grievance Committee.

### **Grievance Regarding Harassment**

- 6.10 A claim by an employee that he/she has been harassed under article 3:07 may be treated under the Grievance Procedure if a written statement of such grievance is lodged with the Associate Vice-President, Human Resources and Organizational Development, within six (6) months of the last incident. Such grievance shall be initiated at Step 2, and the statement shall contain, as much as possible, a detailed description of the alleged conduct including the dates, times, places and nature of the alleged harassing or bullying conduct.

The University will consult with the union on the selection of the investigator for the complaint.

The University will provide to the grievor and the union a response outlining the actions the University will take to address the complaint, following a timely investigation.

Should the complainant or the Union find the University's response unsatisfactory, then either party may refer the grievance to arbitration as per Article 7.

This (policy) does not in any way prevent an individual from going to the Human Rights Tribunal. Nothing in this clause denies or limits access to other redress available under the law.

## **ARTICLE 7 - ARBITRATION**

- 7.01 After the Grievance Procedure established in this Agreement has been exhausted, either party may refer the matter to Arbitration by submitting a notice of intent to arbitrate to the other party, which shall contain the name of the aggrieved party's appointee to the Arbitration Board, and shall be submitted within fifteen (15) working days of the answer at Step 2 of the Grievance Procedure. Within five (5) working days from the receipt of the notice of intent to arbitrate, the other party must, in turn, name their appointee. The third member to act as Chair shall be appointed by the respective appointees. Should either party fail to name their appointee within the required five (5) working days, or should the appointees fail to select a Chair within twenty (20) working days from the date of their appointment, either party or their appointee may request the Ontario Labour-Management Arbitration Commission and/or the Minister of Labour of the Province of Ontario to make the appropriate appointment.
  - 7.02 The Board of Arbitration shall not have the right to alter or change any provisions of this Agreement or substitute any new provisions in lieu thereof or give a decision inconsistent with the terms or provisions of the Agreement. The Board shall have the power to vary in a manner which is just and equitable, or set aside any penalty, discharge, or discipline imposed relating to the grievance then before the Board. The Arbitration Board shall hear and determine the differences or allegations and shall issue a decision and the decision is final and binding upon the parties and upon any person affected by it. The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chair governs. Each of the parties to this Agreement will pay the fees and disbursements of its appointee to the Arbitration Board, and will share equally the fees and disbursements of the Chair.
  - 7.03 All reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to the University premises to view any working conditions which may be relevant to the settlement of the grievance.
  - 7.04 The time limits referred to in this Article may be extended by mutual agreement of the parties, but, otherwise, time shall be of the essence of this Article.
  - 7.05 The grievor, job steward, and the Grievance Committee Chair shall continue to receive their regular salary while attending Arbitration meetings; however, the Union shall reimburse the University for one-half (1/2) their salary for time such spent.
- Single Arbitrator**
- 7.06 Notwithstanding Article 7.01, upon mutual agreement between the University and the Union, after the grievance procedure established in this Agreement has been exhausted, either party may refer the matter to a sole arbitrator by submitting a notice of intent to

arbitrate to the other party, which shall contain the name of the suggested arbitrator. Within five (5) working days of the receipt of the notice of intent to arbitrate, the other party must, in turn, indicate their agreement or disagreement with the suggested arbitrator. Should the Union and the University fail to select an arbitrator within twenty (20) working days from the date of the intent to arbitrate, either party shall request the Minister of Labour for the Province of Ontario to make the appropriate appointment.

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

## **ARTICLE 8 - PROBATIONARY PERIOD**

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

**FOR THE SECURITY GROUP:** Newly hired employees (full-time and part-time) shall be on a probationary basis. In order to complete probation, each probationary employee shall have completed 1056 hours, actually worked, including overtime. Upon mutual agreement with the Union, the probationary period may be extended up to a further 528 hours, actually worked, including overtime. The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure. During the probationary period, employees shall be entitled to all the rights and benefits of this Agreement, except as otherwise herein provided. After the probationary period, seniority shall be effective from the employee's most recent hiring date with the University.

It is understood that if a part-time security guard, that has successfully completed their probationary period, is the successful applicant for a full-time security position, they will not be required to complete a second probationary period.

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

Article 4 .....Negotiation Committee

Article 10 .....Seniority

Article 16 .....Sick Leave

Article 17 .....Maternity Leave

Article 19 .....Redundancy of Job. However, should the University declare the probationer's position redundant, the probationary employee will be given one (1) month's notice, or pay in lieu of notice.

Schedule "B"....Sick Leave Plan

Article 33 .....Discipline, Discharge, and Personnel Files (exclusion of Article 33, Discipline, Discharge, and Personnel Files, applies for the first sixty-six (66) working days of the probationary period, or for the Security group the appropriate hours that need completion for their probationary period.)

The Probationary employee shall be granted sick leave credits on the basis of one and one-half (1½) days for each calendar month of service. It is understood that there will be no payout for accrued sick leave credits at the end of the probationary period. A probationary employee, prior to becoming a permanent employee, shall be required to have and pass a medical examination that he/she is fit to perform her/his position through the University's Health Services.

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

Probationary Security Guards (full-time only) shall be granted sick leave credits on the basis of twelve (12) hours for each calendar month of service completed. It is understood that there will be no payout for accrued sick leave credits at the end of the probationary period. A probationary Security Guard employee, prior to becoming a permanent employee, shall be required to take and pass a medical examination through the University's Health Services.

As a condition of continued employment, all Security Guards (full-time and part-time) will be expected to maintain reasonable physical fitness and may be required, at the University's discretion, to submit to, and to pass, a University-arranged medical and physical-fitness examination. The purpose of this examination will be to provide the University with the necessary medical facts to determine the employee's ability to perform her/his duties in conformity with the University rules and policies.

- 8.02 New employees will receive a one (1) step increase upon successful completion of the probationary period.
- 8.03 Part-Time Guards will be subject to Schedule A –Security Guards Group. They will move to Level 1 once their probationary period is complete, however they shall not move beyond Level 1.

## **ARTICLE 9 - TRIAL PERIOD**

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

During this period, if the employee finds the position unsatisfactory, for which the Associate Vice-President, Human Resources and Organizational Development, shall be provided with written reasons, or is unable to meet the job requirements in a manner satisfactory to the University and for which the Union shall be provided with written reasons, the employee shall be returned to her/his former position, if possible, or to one of equal classification. This shall not be considered a "demotion", and the employee shall receive the same salary as he/she received immediately prior to the promotion/transfer.

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

## **ARTICLE 10 - SENIORITY, LAYOFF AND RECALL**

### **Seniority**

- 10.01 "Seniority" is defined as the length of continuous employment with the University. For the purposes of transfers, promotions, demotions, layoffs, and recall after layoffs for positions within the bargaining unit, length of service with the University acquired in another bargaining unit, or in a position with the University not covered by a bargaining unit, shall not be considered in determining an employee's seniority.

For the Security Guard group, for the purposes of calculating seniority, the equivalent of 2080 hours worked, exclusive of overtime, will be deemed equivalent to one year's service.

For the Part-time Security Guards, seniority will only begin to accrue upon the successful completion of their probationary period, and a minimum of 2080 hours worked, exclusive of overtime, and with no more than two (2) calendar months break in service. Seniority for the Part-time Security Guards that qualify shall be recorded on an hourly basis and reported annually at the same time as the regular full-time LUSU seniority list, and with the same provisions as outlined in 10.05, below.

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

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

For the Security Guard group: In all cases promotions, and transfers, shall be considered on the following basis:

- a) the ability, mental and physical fitness, knowledge, experience, training, and skill of the individual to fulfill the normal requirements of the job, and the capability of the individual to assume responsibility of the position;
- b) the seniority ranking of the employee.

When factor (a) is to all intents and purposes relatively equal as between two (2) or more employees, then their seniority ranking shall determine the selection.

The Union will be notified in writing of the name(s) of the successful applicant(s) of the job posting(s). Should the University not award the position to the most senior applicant, the University shall arrange a meeting with the senior applicant and give reasons why this applicant was not awarded the position. A representative of the Union will be present at this meeting. If the employee wishes to challenge the University's decision, he/she must do so, in writing, within five (5) working days after the meeting. If there is a challenge of the University's decision by the senior applicant, the University shall meet with the employee and the Union to discuss the decision within five (5) working days of the employee's challenge. If the parties meet and are unable to agree, the dispute may be submitted directly to arbitration, as provided in this Agreement under Article 7, within ten (10) working days of such meeting.

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

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

- a) resignation or retirement in accordance with the Laurentian University Retirement Plan;
  - b) discharge for just cause;
  - c) after a layoff extending for a period of more than twelve (12) consecutive months (10.13);
  - d) is absent from work due to legitimate illness and/or compensable or non-compensable injury for thirty (30) calendar months. The employee shall not accumulate seniority, but shall retain seniority during any absence due to legitimate illness and/or compensable or non-compensable injury exceeding six (6) calendar months, but less than thirty (30) calendar months. Subject only to the provisions of the Ontario Human Rights Code.
- 10.04 If a leave of absence, which may have been granted elsewhere in this Agreement, does not exceed three (3) consecutive calendar months, an employee shall continue to accrue seniority. If a leave of absence exceeds three (3) consecutive calendar months, except while on maternity leave, parental leave, or adoption leave, seniority shall be frozen and not accrue beyond the three (3) consecutive-calendar-month period. For the purpose of this Article, a calendar month is any period of 30 calendar days.
- 10.05 A seniority list shall be posted in February of each year and, during the first twenty-two (22) working days of the posting, the employees shall have an opportunity of questioning their own individual seniority standing and, after this time, the seniority standing, submitted or amended, as the case may be, shall not be open to questions by the employees or the Union, unless the employee affected or the Union has filed with the Associate Vice-President, Human Resources and Organizational Development, or her/his designate, written notice of their disagreement within the aforementioned twenty-two (22) working days. The seniority list shall also be submitted to the Union at the time of the posting.

### **Layoff**

- 10.06 Layoff is a temporary shortage of work for a period not to exceed one (1) year. There shall be no layoff from the bargaining unit until an attempt has been made to make the necessary reductions in the workforce through attrition subject to the exigencies of the operation.
- 10.07 At the earliest possible date after the University has acquired knowledge of an impending layoff, both parties shall meet to discuss the proposed layoffs and the possible alternatives or implications.

When it has been determined by the University that layoffs are to take place, the University and the Union shall meet to discuss the identification of the individual employee(s) to be laid off and/or the reduction of the hours of work according to seniority, except where the normal requirements of the job and the qualifications of the individual as per Article 10.02 require otherwise. It is agreed that layoffs shall first affect part-time and temporary employees. It is also agreed that, should the hours of work of permanent employees be

reduced, such reduction shall not affect their status as permanent employees under this Agreement, and they shall remain members of the bargaining unit.

- 10.08 During the period of notice of release, an employee may choose to remain in the service of the University. During this period, the employee shall be afforded the necessary time off to pursue alternate employment. Upon finding alternate employment outside the University, he/she shall forfeit her/his right to receive pay in lieu of the balance of her/his formal notice.
- 10.09 Employees who are released under the layoff provisions of this Article shall be eligible for the following:
  - a) more than twenty-five (25) years of service - one hundred (100) working days' formal notice or pay in lieu of;
  - b) more than fifteen (15) years' service - eighty-eight (88) working days' formal notice, or pay in lieu of;
  - c) more than ten (10) years' service - sixty-six (66) working days' formal notice, or pay in lieu of;
  - d) more than five (5) years' service - forty-four (44) working days' formal notice, or pay in lieu of;
  - e) less than five (5) years' service - twenty-two (22) working days' formal notice, or pay in lieu of.

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

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

### **Recall**

- 10.11 Employees shall have preferential recall rights for the period of one (1) year from the date of layoff.
- 10.12 Recall shall be in order of their seniority ranking, provided they are qualified to do the job as set out in Article 10.02. The employee may be given the opportunity to qualify for the position at the discretion of the Associate Vice-President, Human Resources and Organizational Development.

- 10.13 In the event of an employee being laid off for a total period of one (1) year, the position shall be declared redundant and Article 19 shall apply.
- 10.14 Employees shall be notified of recall by registered mail or courier/commercial messenger service to their last place recorded with the University. Notification shall include a description and the duration of the job.

The employee is to advise the Associate Vice-President, Human Resources and Organizational Development, by letter within ten (10) working days of receiving the notice of her/his acceptance or rejection of the recall. Employees who accept recall shall be permitted to give their current employer the required notice of termination in accordance with the Employment Standards Act.

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

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

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

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

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

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

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

The regular workweek for the various Porter classifications shall consist of those hours set out in the Letter of Understanding RE: Hours of Work and starting and stopping times for Porters, which forms part of this Agreement.

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

**FOR THE SECURITY GUARD GROUP:** The normal workweek shall average forty (40) hours over a period covered by the work schedule as it may be implemented by the University from time to time. The normal work day shall be eight (8) hours. It is hereby expressly understood that the provisions of this Section are intended only to provide a basis for calculating time worked, and shall not be, or construed to be, a guarantee as to the hours of work per day, nor as to the days of work per week, nor as a guarantee of work schedules.

A Part-time Security Guard is one who is regularly employed for not more than 24 hours per week. It is understood that there is no guarantee as to the number of hours worked per day, nor as to the days of work per week, nor as to a guarantee of work schedule. The University will endeavour to provide as much notice as possible of scheduled shifts to this group, however, it is understood that due to exigencies this may not be possible.

Security Guards may trade shifts with other Guards, and both parties must notify the supervisor in writing/by email at least 48 hours in advance, and by 4:30 p.m (academic year) or 4 p.m (summer hours). The change is subject to the approval of the Director, Security and Parking (or designate). This approval will not be unreasonably withheld.

- 12.01 b) The University shall have the right to designate vacant and new positions that it decides require different schedules of workweek than those outlined in 12.01 a). The regular workweek for these positions shall consist of six and three-quarters (6  $\frac{3}{4}$ ) hours of work per day and thirty-three and three-quarters (33  $\frac{3}{4}$ ) hours of work per week, exclusive of lunch periods, except for employees regularly working more than twenty (20) hours per week, but less than thirty-three and three-quarters (33  $\frac{3}{4}$ ) hours of work

per week. In the latter case, the salary and vacation of such employees will be prorated. It is understood that each employee will have two consecutive days off.

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

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

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

It is understood that all positions in the Security Guard group, require shift work, as the University provides Security coverage twenty four hours per day, seven days per week, year round. All Security Guards will work shift rotations to cover all the requisite hours.

### **University Office Hours**

- 12.02 a) The official University office hours for all employees, except Porters, and those areas listed under the Letters of Understanding RE: Hours of Work for Maintenance and Printing, Security Guards Group and other employees who may be specifically hired to work scheduled hours different from the official University hours, shall be:

- i) 9 a.m. to 4:30 p.m. during and including the months of September to April, of which three-quarters (3/4) of an hour per day shall be an unpaid meal break;
- ii) 8:30 a.m. to 4 p.m., from the first Monday in May through the Friday before Labour Day in September, inclusively, of which three-quarters (3/4) of an hour per day shall be an unpaid meal break.

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

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

- 12.02 b) The University shall have the right to designate vacant and new positions that it decides require different hours of work than those outlined in 12.02 i). The starting

and stopping times for the positions designated as requiring different hours of work shall be set out in the job descriptions and/or position questionnaires and job postings.

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

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

- 12.02 c) Should there be a significant change in the duties and responsibilities of a position(s) and/or job classification in the case of the Security Guard group from the list identified in Schedule C, Position Directory, as a result of the University changing the work hours of a position(s), the position(s) so affected will be re-evaluated according to the Joint Job Evaluation procedures within a time period no longer than six (6) months.
- 12.03 For the purpose of Article 12 - Hours of Work, Article 12.01 b), 12.01 c), 12.02 ii), the University shall be allowed to designate up to a maximum of sixty (60) positions, vacant or not, as requiring different schedules of workweek and/or different hours of work. It is understood by the parties that the Security Guard positions are not counted as part of these 60 "E" designations.
- 12.04 It is recognized that, from time to time, working hours somewhat different from those set out in Articles 12.02 i) and 12.02 ii) are necessary for efficient operations. As such, the basic working hours of employment for all employees may be adjusted by mutual agreement between individual employees and their respective immediate supervisor. Should agreement to these new work hours not be reached between employees and their respective immediate supervisor, then the provisions outlined in Articles 12.02 i) and 12.02 ii) shall apply. Where a change to an employee's hours of work is required for a period of more than six (6) calendar months, this change shall be worked out in consultation with the Union. (Not applicable to the Security Guards group.)

Should a supervisor request an employee to temporarily work an alternate shift where one half (1/2) or more of the scheduled hours fall outside that employee's regular working hours, a premium of eighty five cents (85¢) per hour shall be paid for each hour worked on that shift. This premium does not apply to any overtime hours worked (as defined by Article 13.01).
- 12.05 A shift premium of ninety-five cents (95¢) per hour will be paid for each hour actually worked on evening shifts. Shift premium shall not be paid for hours an employee works at overtime rates or for a paid holiday.

For the Security Guard group (full-time and part-time): the University will recognize a shift premium of ninety-five cents (95¢) per hour worked for the afternoon and night shift. This premium is above and beyond the straight time or overtime pay, and is not calculated in determining the overtime pay.

- 12.06 a) A premium of one dollar and forty cents (\$1.40) per hour shall be paid for all hours actually worked on a Saturday and Sunday. This premium shall not be paid for hours an employee works at overtime rates or for a paid holiday. (Not applicable to the Security Guard group).

A Sunday premium of one dollar and forty cents (\$1.40) per hour shall be paid to Maintenance and Printing for each hour actually worked on Sunday. The Sunday premium is above and beyond straight time or overtime pay, and is not calculated in determining overtime pay.

- b) Journeyperson Trades employees, while assuming responsibility for an apprentice, will assume one dollar (\$1.00) per hour while working with and guiding the apprentice. Should there be more than one tradesperson assuming responsibility for the apprentice, this premium will be provided for the hours actually worked with the apprentice. This adjustment will be retroactive to July 1, 2000.

- 12.07 The University shall schedule a rest period of fifteen (15) consecutive minutes both in the first and second half of the workday. (Not applicable for the Security Guard group.)

- 12.08 Work schedules shall be the prerogative of the Associate Vice-President, Human Resources and Organizational Development, considering the efficiency of the operation of the University, or the need to provide services to students and/or the public, and the wishes of the employees concerned, provided that such schedules do not conflict with the terms of this Agreement. For the Security Guard group, it is understood that the University has the right to determine schedules of work.

- 12.09 Employees in the bargaining unit who occupy a position as outlined in 12.01 a) and 12.02 i) shall not have their hours of work or workweek changed. (Not applicable for the Security Guard group.)

- 12.10 Employees in the bargaining unit who go on any leave which include Long-Term Disability, Workplace Safety and Insurance Board, or any other absences under the terms of the Collective Agreement shall not have their original hours of work or workweek changed upon their return from that leave. (Not applicable for the Security Guard group.)

- 12.11 Articles 12.09 and 12.10 shall also apply in the event of the reclassification of a position while occupied by the incumbent.

- 12.12 No employee in the clerical, technical, administrative, and service work groups shall lose her/his employment from her/his existing position on June 30th, 1988, through redundancy as a direct result of changes to hours of work or workweek of a position(s) in their department or a directly-related department.

- 12.13 The University shall endeavour to provide employees in the bargaining unit who work different hours of work or workweek as outlined in Articles 12.01 b), 12.01 c), and 12.02 ii) with a fifteen (15) hour rest period between shifts. (Not applicable for the Security Guard group.)
- 12.14 Modified workweek is an organization of the hours of work agreed to by the University and the employee to provide fewer, but longer working days, to work the full thirty-three and three-quarters (33  $\frac{3}{4}$ ) workweek or forty (40) hour workweek, as applicable to the position. Participating in a Modified workweek is non-compulsory for either the employee or the University, and is not applicable to the Security Guard group.

An employee and/or supervisor/department head may submit their proposal to their immediate supervisor and/or department head or to the employee. The supervisor/department head shall notify the Associate Vice-President, Human Resources and Organizational Development, within five (5) working days of receipt or submission of the proposal. The University shall forward a copy to the Union.

The criteria necessary for operation of the Modified workweek are:

- a) The services offered by the department or provided by the department to the University will not be diminished.
- b) No additional costs to the University will result from the implementation of the Modified workweek.
- c) Overtime will not be paid as a result of the Modified workweek.
- d) Where the Modified workweek is at the request of the employee, no evening or weekend shift premium will be applicable.

Where more than one employee requests this arrangement, the University will consider the qualifications and experience of the individuals to do the job. Where these are relatively equal, seniority shall prevail.

A written decision to the requester will be provided within fifteen (15) working days of receipt. Where there is a dispute, or the proposed Modified workweek is refused, the request will be forwarded to the Associate Vice-President, Human Resources and Organizational Development (or her/his designate) for resolution. The employee will not have recourse to the grievance procedure in the event the request is refused. There will be a four (4) month trial period and, if during this period the criteria are not met, the Modified workweek may be discontinued. The trial period may be extended by up to two (2) months by mutual agreement between the employee, the supervisor/department head, the University, and the Union.

At any time, an employee or supervisor may opt out of the Modified workweek, provided that the employee or the supervisor gives ten (10) working days' notice.

## **ARTICLE 13 – OVERTIME**

13.01 Except for the classifications of Porter, Liaison Officers and Liaison Coordinators, Security Guards group, RE: Hours of Work for Maintenance, Printing,, and positions in 12.01 b) and 12.02 ii), authorized work performed in excess of six and three-quarters (6  $\frac{3}{4}$ ) hours of work per day or thirty-three and three quarters (33  $\frac{3}{4}$ ) hours of work per week shall be paid for on the following basis:

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

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

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

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

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

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

For the classification of Liaison Officers and Liaison Coordinators, time spent in excess of six and three-quarters (6  $\frac{3}{4}$ ) hours of work per day, or thirty-three and three-quarters (33  $\frac{3}{4}$ ) hours of work per week representing Laurentian in the University Information Program as organized by the Provincial Standing Committee on Secondary School Liaison, will not be deemed to be overtime work.

For the Security Guard group, it is normal practice for the University to offer additional or replacement hours or shifts to part-time Security Guards, before designating shifts as overtime hours to be offered to full-time Security Guards. Nothing shall prevent the University from covering hours required to meet operational exigencies.

For the Security Guard Full-time group: Authorized work performed in excess of the employee's normal work day or average workweek, will be paid at the rate of time and one half (1 1/2) the employee's regular hourly rate. All authorized overtime will be divided as equally as practicable, amongst those employees who normally perform the work.

For Security Guards Part-time group: Authorized work performed in excess of twelve (12) hours per day or forty-four (44) hours per week will be paid at the rate of time and one half (1 ½) the employee's regular hourly rate. All authorized overtime will be divided as equally as practicable, amongst those employees who normally perform the work.

- 13.02 Employees shall not be required to take time off during regular working hours to equalize any overtime worked, however, the employee may request and, at the University's discretion, may be granted time off in lieu of overtime payment. In such cases, the employee shall receive hours off of regular time, for each hour of overtime worked, in accordance with Article 13.01.
- 13.03 Employees who are authorized to work overtime for two (2) consecutive hours or more shall be paid a meal allowance of twelve dollars (\$12.00).
- 13.04
  - a) The University shall endeavour to keep overtime to a minimum. However, any overtime shall be divided fairly among the employees in the department in similar positions and with similar qualifications, who normally perform the work, and who are available and qualified to perform the work. Seniority shall be the deciding factor in the event of a scheduling conflict amongst those qualified to perform the work.
  - b) For the Maintenance, Printing and the Security Guard group:
    - i) It is understood that overtime is a necessary part of the University's operations from time to time. The University shall request overtime from amongst those employees who normally perform the work. Employees shall have the right to refuse overtime, provided they give a valid reason.
    - ii) In an emergency, the University may assign overtime to the employees who normally perform the work, and the employees agree to work such overtime.
    - iii) The University shall give as much notice of overtime as is reasonably possible.
- 13.05 An employee called to work outside her/his normal working hours shall be paid a minimum of four (4) hours pay at her/his normal rate of pay, or at the applicable overtime rate in accordance with Article 13.01 for all hours worked, whichever is greater.

If an employee called to work outside her/his normal working hours is required to remain on the job, he/she shall continue to be paid at the applicable overtime rate, until the commencement of her/his normal work day, when he/she shall revert to her/his normal rate of pay.

- 13.06 There shall be no duplication or pyramiding of overtime payment, nor shall the same hours worked be counted as part of the normal workweek, and also as hours for which an overtime premium is payable.
- 13.07 The University recognizes that employees should not be required to log on after hours or while on vacation. Should an unusual circumstance change this understanding, the request for the employee to log on to the computer system remotely will be provided by the supervisor, in writing, to the employee, with a copy to the Associate Vice-President, Human Resources and Organizational Development, (or her/his designate). The log-on and log-off times will be confirmed by the supervisor and the employee, and the employee will be paid a minimum of one (1) hour. Should this log-on situation last longer than one hour, the employee will be paid at time and one-half (1½) of the actual hours. For those employees working on a Monday through Friday work schedule, per Article 12.01 of the Collective Agreement (except for the Security Guard group), should this work be completed on a Sunday, double (2) time overtime rates will apply.
- 13.08 For the Full-time Security Guard Group all banked time must be used by November 30 each year, otherwise it will be forfeited. It is understood that an employee can carry forward a maximum of sixty (60) hours per year non-accumulative. For the purpose of this article banked time refers to hours banked as a result of twelve hour schedules and meetings.
- 13.09 For the Full-time Security Guard group, the University shall calculate each June 30<sup>th</sup>, the additional vacation pay owing to each member in the bargaining unit resulting from “overtime work”. The calculation shall be at the employee’s respective vacation pay rate, and shall reflect the difference between that employee’s gross earnings and her/his stated annual salary for the contract year, July 1 to June 30, inclusively.

## **ARTICLE 14 - PAID HOLIDAYS**

- 14.01 The University recognizes the following paid holidays:

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

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

- 14.02 In order to qualify for payment of the above-named holidays, the employee who is scheduled to work on the holiday, but not required to work because the day is a holiday, shall be paid one (1) day's pay at straight time hourly rate, providing he/she has worked the full scheduled day immediately preceding the holiday, and the full scheduled day immediately following the holiday.
- 14.03 An employee who works on a paid holiday will receive pay at the rate of time and one-half (1 ½) the employee's normal hourly rate of pay for work performed on such day, in addition to pay for the holiday at the employee's normal hourly rate of pay. Employees who are scheduled to work on the holiday and do not work shall not receive any holiday pay.
- 14.04 When any of the above-named paid holidays fall on an employee's scheduled day off and the employee has qualified for holiday pay in accordance with Article 14.02, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the University. Any payment received under the clauses of this Article shall not be used in calculation of any overtime pay.
- 14.05 When an employee adheres to the procedures outlined in Article 17 regarding leave of absence without pay, and that leave of absence follows or precedes a paid holiday, Article 14.02 would not apply in that it would be considered that the employee has worked the day preceding or following the leave of absence and would be paid for the said holiday.
- 14.06 Part-time Security Guards who are required to work on a holiday shall be paid at time and one half (1 ½) their regular rate of pay. If they are scheduled to work the holiday and do not work, they shall not receive holiday pay. Employees who are not scheduled to work on a statutory holiday will be paid according to the Employment Standards Act of Ontario.

## **ARTICLE 15 - VACATIONS**

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

<b>YEARS OF SERVICE</b>	<b>AMOUNT OF DAYS</b>
less than twelve (12) months of service	six percent (6%) of total earnings
twelve (12) months of services but less than five (5) years of service	fifteen (15) days with pay
five (5) years of service	sixteen (16) days with pay
six (6) years of service	seventeen (17) days with pay
seven (7) years of service	eighteen (18) days with pay
eight (8) years of service	nineteen (19) days with pay
nine (9) years of service	twenty (20) days with pay

<b>YEARS OF SERVICE</b>	<b>AMOUNT OF DAYS</b>
ten (10) years of service	twenty (20) days with pay
eleven (11) years of service	twenty one (21) days with pay
twelve (12) years of service	twenty two (22) days with pay
thirteen (13) years of service	twenty three (23) days with pay
fourteen (14) years of service	twenty four (24) days with pay
fifteen (15) years of service	twenty five (25) days with pay
sixteen (16) years of service but less than eighteen (18) years of service	twenty six (26) days with pay
eighteen (18) years of service but less than twenty (20) years of service	twenty seven (27) days with pay
twenty (20) years of service but less than twenty two (22) years of service	twenty eight (28) days with pay
after twenty (20) years of service	a once only, two-day (2) leave with pay
twenty two (22) years of service but less than twenty four (24) years of service	twenty nine (29) days with pay
twenty four (24) years of service but less than twenty six (26) years of service	thirty (30) days with pay
after twenty five (25) years of service	a once only, three-day (3) leave with pay
after twenty six (26) years of service but less than twenty eight (28) years of service	thirty one (31) days with pay
twenty eight (28) years of service but less than thirty (30) years of service	thirty two (32) days with pay
thirty (30) years of service but less than thirty five (35) years of service	thirty three (33) days with pay
after thirty (30) years of service	a once only, two-day (2) leave with pay
thirty five (35) years of service or more	thirty four (34) days with pay

- 15.02 If a paid holiday falls during an employee's vacation period, an additional day will be granted with pay at the employee's normal hourly rate of pay.
- 15.03 In no case may vacation entitlement be carried over or accumulated from one year to the next without the express written permission of the Associate Vice-President, Human Resources and Organizational Development, or her/his designate.

- 15.04 It is understood and agreed that the University shall give preference of time at which employees wish to take their vacations in accordance with seniority, but of necessity, the Associate Vice-President, Human Resources and Organizational Development, or her/his designate reserves the final decision as to the scheduling of vacations.

For the Maintenance and Printing, employees are required to inform their immediate supervisor stating their vacation preference by May 31, for the vacation entitlement from July 1 to June 30. The immediate supervisor will inform the employee of their vacation time by June 15. For the Security Guard group, the vacation preference must be provided by May 15 of a given year. The immediate supervisor will inform the Guards of their vacation time by June 15.

Employees who do not comply with this Article will have their vacation time determined by the immediate supervisor. Any changes must be in writing and approved by the immediate supervisor. The employee shall not have recourse to the grievance procedure in this case.

Should any employee cancel her/his vacation plans, the revised dates must be brought to the attention of the immediate supervisor, who will consider this plan with a view to operational needs, and alternate times booked. In this circumstance, seniority will not prevail.

#### **Time of Vacation for Full-Time Security**

From July 1 to September 15, each eligible employee should be able to take two (2) weeks of summer vacation, on a seniority basis, if possible. If an employee has vacation time left, then preference of time will be given according to employee's seniority, but of necessity, the University must reserve the final decision as to the scheduling of vacations.

- 15.05 An employee shall be entitled to receive her/his vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Associate Vice-President, Human Resources and Organizational Development, or her/his designate. (Not applicable for the Security Guard group.)
- 15.06 For the purpose of computing vacation time, the date of June 30 closest to the date of hiring will be used to determine vacation credits except during the first year of service where the actual hiring date will determine the vacation credits computed as of June 30 of that year.
- 15.07 The anniversary of the employee's hiring date will be the effective date for the employee's fourth (4th) week and any additional vacation entitlement as set out in Article 15.01.
- 15.08 Vacation credits will accrue while on statutory maternity, parental, and adoption leaves. Vacation credits will accrue during other leaves of absence not exceeding two (2) consecutive calendar months, and sick-leave absence not exceeding six (6) consecutive calendar months. For the purpose of this Article, a calendar month is any period of thirty (30) calendar days.

### **Vacation for Liaison Group**

- 15.09 Liaison Officers and Liaison Coordinators, in lieu of payment for travel time, shall receive six (6) working days of vacation in addition to their normal entitlement as per 15.01 above.
- 15.10 Liaison Officers and Liaison Coordinators, in lieu of overtime pay for work in excess of six and three-quarters ( $6 \frac{3}{4}$ ) hours of work per day, or thirty-three and three-quarters (33  $\frac{3}{4}$ ) hours of work per week representing the University in the University Information Program as organized by the Provincial Standing Committee on Secondary School Liaison shall receive one (1) week of vacation in addition to their normal entitlement as per 15.01 above. One (1) week of vacation shall not be prorated.

### **Vacation for Part-Time Security Group**

- 15.11 Employees will be paid vacation pay as a percentage of their regular scheduled pay on each pay. In each calendar year, from January to December inclusive, a part-time employee will be entitled to the following: an unbroken period without shifts being scheduled, as a time for vacation.
- a) less than twelve calendar (12) months of service: four (4%) of total earnings, excluding overtime pay added to each biweekly pay
  - b) after the employee has completed twelve (12) calendar months of service , from the date of hire but less than five calendar (5) years of service:
    - i) vacation pay of six (6)% of total earnings added on each biweekly pay
    - ii) two weeks of scheduled time without shifts being scheduled
  - c) after the employee has completed five calendar years of service from the date of hire, and beyond:
    - i) vacation pay of six (6)% of total earnings, exclusive of overtime added to each biweekly pay.
    - ii) three weeks of scheduled time without shifts being scheduled

## **ARTICLE 16 - SICK LEAVE**

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

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

### **Preamble**

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

For employees in the Maintenance and Printing, who cannot report for work on her/his regularly scheduled shift, he/she must notify her/his immediate supervisor prior to the commencement of her/his shift, if possible, or at least one-half (1/2) hour after the commencement of the shift. If it is impossible to notify the immediate supervisor, the employee is to leave a message with Security. NOTE: for the Security Group notice is required at least two (2) hours in advance. After the official University hours, it is understood that the current practice will continue where the security guards will attempt to call replacements according to the established lists. In case of an emergency, where an employee is unable to contact her/his immediate supervisor, it is understood that he/she shall not lose her/his rights to sick leave.

- 17.01 Leave of absence without pay and without loss of seniority may be granted to employees to attend to union-related matters, provided such leave is applied for, in writing, to the Associate Vice-President, Human Resources and Organizational Development, at least ten (10) working days prior to the date the employee intends to absent herself/himself. Permission for such request shall not be unreasonably withheld.
- 17.02 The University may grant a leave of absence without pay to an employee, provided such request shall be in writing and submitted for approval to the Associate Vice-President, Human Resources and Organizational Development, at least ten (10) working days prior to the date the employee intends to absent herself/himself for up to three (3) days, and twenty-two (22) working days prior to the date the employee intends to absent herself/himself in excess of three (3) working days. Such approval shall not be unreasonably withheld.
- 17.03 An employee who is elected or selected for a full-time position with the Union, or who is elected to public office, shall be granted leave of absence without loss of seniority for a period of two (2) years, and seniority shall accrue during such leave. Such leave may be renewed on request during her/his term of office. Once the term is completed, the employee shall return to her /his position or to a position at the same grade and step. Should the employee's position not be available, the employee shall have the right to exercise her/his rights under Article 19 - Redundancy.

#### **17.04 Bereavement Leave**

- a) In the event of the death of an employee's husband, wife (which includes common-law wife, common-law husband, and same-sex spouse), daughter, son, or stepchild (which includes a natural child or adopted child resulting from marriage, common-law partnership or same-sex partnership), mother, father, brother, sister, the employee shall be granted a leave of absence of five (5) consecutive working days without loss in pay.  
For Part-time Security Guards: the above provision will apply, for such days which are scheduled days of work during the period within five consecutive days after the death.
- b) In the event of the death of an employee's stepbrother, stepsister, stepmother, stepfather, mother-in-law, father-in-law, including parents of common-law and same-sex spouse, sister-in-law, brother-in-law, grandparents, guardians, grandchildren, daughter-in-law and son-in-law, the employee shall be granted a leave of absence of four (4) consecutive working days without loss of pay.

- c) In the event of the death of an employee's nephew, niece, grandparents-in-law, aunt or uncle, the employee shall be granted a leave of absence of one (1) working day without loss in pay.
- d) If, during her/his vacation period, an employee is bereaved in circumstances under which he/she would have been eligible for leave under this article, he/she shall be granted leave and her/his vacation pay credits shall be restored to the extent of any concurrent leave granted.
- e) Individuals who must travel a distance of 300 km or more will be granted an additional one (1) day of bereavement leave.

#### **17.05 Family Responsibility**

Part-time Security Guards will be entitled to Maternity, Parental, Adoption, and compassionate leave benefits as provided under the Employment Standards Act of Ontario.

#### **Supplemental Unemployment Benefit Plan (SUB) – Maternity**

- a) The objective of the plan is to supplement Employment Insurance benefits up to ninety-five percent (95%) of the employee's normal weekly earnings during maternity leave. Up to seventeen (17) weeks of maternity leave will be granted in accordance with the Employment Standards Act (Ontario).
- b) This plan covers only temporary unemployment due to pregnancy. Employees do not have a right to SUB payments except for supplementation of E.I. benefits during the unemployment period as specified in the plan.
- c) An employee must apply for, and be in receipt of, Employment Insurance benefits before SUB can be paid. The employee must meet the requirements of the E.I. Act concerning the period during which maternity benefits can be paid.
- d) An employee will be eligible for SUB payments if she qualifies for and is entitled to Employment Insurance maternity benefits. However, an employee will also be eligible for SUB payments when she is not receiving Employment Insurance because she is serving the E.I. waiting period or because she has received all the E.I. benefits payable to her.
- e) The leave may commence at any time during the eleven (11) weeks preceding the estimated date of delivery.
- f) The employee shall make written application to the Associate Vice-President, Human Resources and Organizational Development, at least two (2) weeks prior to the date she intends to commence her leave. The application shall include a certificate from a legally qualified medical practitioner stating the estimated date of delivery.

- g) No employee shall be required to return to work earlier than six (6) weeks following her actual date of delivery, nor shall she be permitted to do so unless she provides the Associate Vice-President, Human Resources and Organizational Development, with four (4) weeks' notice, in writing.
- h) The employee shall be reinstated in her former position provided the leave taken is not longer than the leave provided by the Act, except where an extended leave has prior approval from the University.
- i) The employee shall continue to accumulate vacation credits and seniority during her leave.
- j) During the period of maternity and adoption leaves, the University shall continue to pay the employer's share of all benefits in which the employee is registered at the time of the leave, excluding contributions to the Laurentian University Pension Plan.
- k) Benefits payable under the plan are a sum, which combined with gross E.I. benefits, SUB payments and other earnings equal ninety-five percent (95%) of the employee's normal weekly earnings.
- l) Payments from the SUB plan are not considered as earnings for Employment Insurance, but are subject to income tax.
- m) The employer must have proof that the employee is, or is not, receiving E.I. benefits before SUB can be paid.
- n) SUB payments will be financed by the employer. A separate accounting will be kept on SUB payments.
- o) Payments in respect of guaranteed annual remuneration, or in respect of deferred remuneration or severance pay benefits, are not reduced or increased by payments received under this plan.
- p) The employer will inform the Canada Employment and Immigration Commission of any changes in the plan within thirty (30) days of the effective date of the change.

#### **Sub Plan - 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 above, a member shall receive from the employer:
  - i) For the first two (2) weeks, 95% of her/his nominal salary (this only applies if the employee has not taken maternity leave first);

- ii) For up to a maximum of seven (7) additional weeks, an amount equal to the difference between the EI benefits received by the member and 95% of the member's nominal salary;

#### **Sub-Plan Adoption - 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-five (35) weeks. The parental leave must be commenced within fifty-two (52) weeks from the date the child comes into the care or custody of the parent for the first time.
- b) During the period of parental leave as specified above, a member shall receive from the employer:
  - i) For the first two (2) weeks, 95% of her/his nominal salary
  - ii) For up to a maximum of seven (7) additional weeks, an amount equal to the difference between the EI benefits received by the member and 95% of the member's nominal salary.

#### **General Consideration**

##### **Notice Required for Parental Leave**

- a) A member shall give written notice to the employer of her or his intention to take a parental leave at least six (6) weeks prior to the commencement of such leave. The notice period may be altered by mutual agreement.
- b) The notice period above may not apply if the member stops working because the child comes into the custody, care and control of the parent sooner than expected.
- c) 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.
- d) If both parents are members of this bargaining unit, they may share the total available parental and/or adoption paid periods of leave between them. It is understood that only one person can make use of this sub-plan benefit at a time.

#### **17.06 Special Leaves**

##### **For the Clerical, Technical and Administrative and Services group:**

The following are considered special leaves with pay and must be recorded with the Associate Vice-President, Human Resources and Organizational Development:

- a) Emergency (to include emergency illness in the employee's household): one (1) day per occasion;
- b) Fire or other disaster resulting in property damage in the employee's residence: two (2) days per occasion;
- c) Moving of a household: one (1) day per occasion;
- d) Writing of an examination or defending a thesis requiring absence from work: one-half (1/2) day per occasion;
- e) Medical, dental and legal appointments requiring absence from work: up to one-half (½) day per occasion. Employees, with the permission of their supervisor, may be allowed an early departure or a late arrival at work that is less than a half a day's absence to attend medical, dental and legal appointments. Such permission shall not be unreasonably withheld. It is understood that the employees will make every effort to schedule medical, legal or dental appointments outside working hours. If this is not possible, appointments should be scheduled to minimize time away from work. Once the employee is finished with the appointment, within reason, he/she shall return to work as soon as possible;
- f) Wedding leave, at the employee's discretion, to attend her/his own wedding: maximum three (3) days;
- g) Paternity Leave: maximum five (5) working days.

#### **For the Maintenance, Printing and Security Guard group (full-time only)**

For the Maintenance, Printing and Security Guard group (full-time only): Security Guards hired under the temporary and term appointments are eligible for these special leaves. This article does not apply to part-time Security guard group.

The following are considered special leaves with pay to a maximum of five (5) days per collective-agreement year, and must be recorded with the Associate Vice-President, Human Resources and Organizational Development.

- a) Emergency (to include emergency illness in the employee's household): one (1) day per occasion;
- b) Fire or other disaster resulting in property damage in the employee's residence: two (2) days per occasion;
- c) Moving of a household: one (1) day per occasion;
- d) Writing of an examination: one-half (1/2) day for each examination;
- e) Medical, dental and legal appointments requiring absence from work: up to one-half (½) day per occasion. Employees, with the permission of their supervisor, may be allowed an early departure or a late arrival at work that is less than a half a day's

absence to attend medical, dental and legal appointments. Such permission shall not be unreasonably withheld. It is understood that the employees will make every effort to schedule medical, legal or dental appointments outside working hours. If this is not possible, appointments should be scheduled to minimize time away from work. Once the employee is finished with the appointment, within reason, he/she shall return to work as soon as possible.

- f) Wedding leave at the employee's discretion to attend her/his own wedding; maximum three (3) days;
- g) Paternity Leave: maximum five (5) days within one (1) week of the child being present at home.

#### **17.07 Education Leave**

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

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

- 18.01 An employee may terminate her/his employment on giving the University at least one (1) normal pay period of previous written notice. When an employee fails to comply with this Article or the employee's employment is terminated by the University, such employee will be paid vacation pay in accordance with the Employment Standards Act.

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

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

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

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

- 19.03 If a job has been declared redundant, the incumbent will be entitled to the following termination pay at her/his current salary: one-half (1/2) a month for each year of continuous service to the closest whole year, plus three (3) months. An employee may elect to defer this payment for a period of one (1) year, and shall be considered during this one-year (1) period to be eligible for recall under Article 10.11 and Article 10.12.
- 19.04 If an employee is laid off, and her/his position is subsequently declared redundant, then the termination pay to which the employee is entitled under this Article is in addition to any payment he/she may have received under Article 10.09.
- 19.05 The period of notice under Article 10.09 and/or this Article to which an employee is entitled, if pay is given in lieu of, shall be added to her/his years of continuous service to calculate her/his entitlement under Article 19.
- 19.06 The regular notice, if either the employee tenders her/his resignation or is dismissed, is to continue to be the normal pay period.
- 19.07 In the event that an incumbent is notified that her/his position has been declared redundant, the University will allow that incumbent, during the period of notice, a number of days off for job-seeking interviews equal to one-twelfth (1/12) of the period of notice.
- 19.08 After an incumbent has been advised that her/his job has become redundant, the University will waive up to one-half (1/2) of the normal period of resignation notice without this affecting her/his termination pay, which of course would then start from the new termination date of her/his choosing.
- 19.09 The University may offer an alternative position (without posting). The employee may refuse the alternative position without losing her/his rights to termination benefits. For employees hired after September 1, 1999, the University may offer an alternative, comparable position (without posting). The employee will not lose her/his salary grade or step. If the employee refuses the alternative, comparable position, the employee shall lose all rights to termination pay under Article 19.03, or any other applicable article. The aforementioned sentence does not apply to any employee in a term position, as of September 1, 1999, with three years or more of continuous service in the same position, which may become permanent.

In order to assist in the transition, such employees may be offered (or may be required at the recommendation of the host unit) to take a leave of absence in accordance with Article 17.07.

- 19.10 The University is not bound to offer an alternative position to a redundant employee.
- 19.11 In the event of an employee being laid off for a period of twelve (12) months, the position will be declared redundant.
- 19.12 Should an employee accept a term/temporary position while on recall, the following shall apply:

- a) Vacation will accrue (prorated to the length of the term/temporary position) based on her/his length of service with the University.
- b) If another job in a salary grade equal or lower, becomes vacant, which the University requires to be filled on a permanent basis, the employee shall be given preferential recall rights according to the Recall Articles of this Collective Agreement during the term/temporary appointment.
- c) The employee will be entitled to termination pay as per Article 19.03 based on the original job he/she occupied when declared redundant.
- d) Should an employee be offered another term/temporary job with a different termination date, and if the new termination date exceeds the termination date of the redundant job, all recall rights will apply up to the revised termination date.

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

- 20.01 1) The University shall pay at current rates to the following welfare plans on the percentage bases set out below:
- a) Ontario Health Insurance Plan - University contribution – 100%;
  - b) Life Insurance - University contribution – 100%;
  - c) Long-Term Disability – employee contribution – 100%;
  - d) Extended Health Care - University contribution – 100%;
  - e) Dental Plan - University contribution - 100 % at current O.D.A. rate
- 2) For Maintenance and Printing, the University agrees to maintain its total contributions, at current rates, to its welfare plans, which consist of:
- a) Ontario Health Insurance Plan - University contribution – 100%;
  - b) Life Insurance - University contribution – 60%;
  - c) Long-Term Disability - University contribution – 100%;
  - d) Extended Health Care - University contribution – 85%;
  - e) Dental Plan - University contribution –100% at current O.D.A. rates
- 3) In addition to the Canada Pension Plan, every employee shall be governed by the University Retirement Plan and the University, and employees shall make contributions in accordance with the provisions of the plan.

Part-time Security Guards who have completed their probationary period per Article 8 will be entitled to join the Pension Plan in accordance with the provisions of the Plan and the terms of this Agreement: After completion of seven hundred (700) hours of service in each of two consecutive years, or if they have earned 35% of the present and previous years YMPE (year's maximum pensionable earnings).

Effective July 1, 2012, Members shall only participate in the Defined Benefit component of the Retirement Plan and Member contributions shall only be used toward funding the Defined Benefit component of the Retirement Plan. All pension service contributions and benefits accrued prior to July 01, 2012, shall remain in the hybrid component of the Retirement Plan. Eligible Members shall participate in the Laurentian University Supplementary Pension Plan.

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

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

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

20.03 **Retirement Plan**

#### **Employer Contribution**

The Employer's contributions to the Retirement Plan shall be at least the amount required to fund current service costs and any unfunded liabilities and solvency liabilities, or 7.5%, whichever is greater, in accordance with the Pension Benefits Act and regulations there under based upon the actuarial valuations for the Retirement Plan that the Employer files with the Financial Services Commission of Ontario. Interest on the Employee contributions to the Plan will be credited at the Plan rate of return.

The Employer may take a contribution holiday in accordance with the Pension Benefits Act and after discussion with the Pension Committee only when required under the Income Tax Act due to excess surpluses as defined under the Income Tax Act 147.2(2) (d). Any contribution holiday shall be shared equally between the Employer and Employees.

#### **Member's Required Contribution**

Each Member shall contribute by regular payroll deduction as follows:

Effective July 1, 2018, the sum of:

- a) 9.9 % of the part of the Member's Pensionable Earnings that is below the year's basic exemption as defined by the Canada Pension Plan;
- b) 6.4 % of the part of the Member's Pensionable Earnings that is between the year's basic exemption and the Y.M.P.E.; and
- c) 9.9 % of the part of the Member's Pensionable Earnings that is in excess of the Y.M.P.E.

- 20.04 A newly-hired employee shall provide Human Resources with a copy of her/his birth certificate or equivalent document.

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

Information obtained from this documentation shall be filed “confidential”.

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

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

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

For the Security Guard Group (full-time and part-time): It is agreed that should an employee on her/his day off be required to appear in court for University business, he/she will receive four (4) hours pay or for full-time Security guards the option of four (4) hours of pay or four (4) hours off in lieu of pay.

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

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

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

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

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

For the Security Guard group: It is understood that member attendance at these meetings cannot compromise continuing coverage of University security, and cannot result in increased cost.

## **ARTICLE 23 - BULLETIN BOARDS**

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

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

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

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

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

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

## **ARTICLE 25 - POSITION NUMBERING**

- 25.01 The University agrees to apply a permanent number to existing bargaining unit positions and to each and every newly created, bargaining unit positions.
- 25.02 The University shall maintain a position directory, which shall include:
- a) a number for each bargaining unit position;
  - b) department of the position;
  - c) classification level of the position.
- 25.03 The University shall maintain job descriptions for all positions in the bargaining unit, and they shall be available in Human Resources. For Maintenance, Printing and the Security Guard group, job descriptions will include as the final phrase "Perform other duties as assigned."
- 25.04 a) Prior to implementing a new position or any changes to an existing position, or major classification in the Security Guards group, the University shall provide to

the Union a copy of the position questionnaire and shall discuss such changes with the Union and the position incumbent, if any. The University shall not make any changes to existing positions in a manner that is unreasonable, and such changes shall not be made without considering the experience and qualifications of the incumbent, if any.

- b) No incumbent in an existing position that is changed by the University shall suffer a decrease in salary rate as a result of a salary-grade decision related to the change. Such an employee shall maintain her/his salary rate and, in future, shall receive the same salary-scale increase as is negotiated for the salary grade at which the employee's job is classified.
- c) Where changes to a job occur under Article 25.04 (a) on a temporary basis of twelve (12) months (consecutively) or less, the University shall designate an interim salary grade for the temporary period. Should the temporary changes continue past six (6) consecutive months, the interim position will be submitted to the Joint Job Evaluation Committee for evaluation.
- d) Where temporary changes to a position would result in a salary increase, the incumbent shall be paid the increased salary, but only for the period of the temporary change. The incumbent's salary will revert to the original salary at the end of temporary change. The University shall not be permitted to renew this arrangement without mutual consent from the Union. The University may not end a temporary assignment and then reassign this after less than six consecutive months.

## **ARTICLE 26 - POSITION LEVELS**

- 26.01 a) Subject to the following paragraphs, each employee will be advanced from her/his current step in her/his salary grade to the next step in that grade on the annual increment date, July 1, up to the maximum of the salary grade.
- b) Each employee shall be entitled to the step increase provided for in paragraph (a) above, unless the University can show cause for not awarding the annual increase. Should the University decide not to grant the step increase, it shall so state, in writing, giving the reasons therefore. The decision and reasons shall be provided to the affected employee with a copy to the Union.
- c) An employee who completes her/his probationary period between April 1 and September 30 in any given calendar year shall be eligible to receive a step increase pursuant to Article 8.02. Such employee shall be eligible to receive her/his next step increase only on July 1 in the next calendar year. (Not applicable to the Security Guard group.)
- d) An employee who completes her/his probationary period between October 1 and March 31 shall be eligible to receive a step increase pursuant to Article 8.02. Such

an employee shall be eligible to receive her/his next step increase on July 1 next following completion of the probationary period. (Not applicable to the Security Guard group.)

26.02 Upon the establishment of a revised salary grade for a position pursuant to the job evaluation procedure, the salary rate of the employee who occupies the position will be set as follows:

- a) where the salary grade is increased,
  - i. in the case of new and changed vacant positions, the rate of pay as at the date of appointment will be re-determined pursuant to Articles 8 and 9 of the Collective Agreement.
  - ii. in the case of changed occupied positions increasing to a higher salary grade, the rate will be the base rate of the higher salary grade, or current salary rate, of the employee plus two steps, whichever is higher. (Not applicable to the Security Guard group.)
  - iii. in the case of temporary changes to a position that would result in a salary increase, the incumbent shall be paid the increased salary under Article 25.04 d), but only for the period of the temporary change.
- b) where the salary grade is decreased,
  - i. in the case of new and changed vacant positions, the rate of pay as at the date of appointment will be re-determined pursuant to Articles 8 and 9 of the Collective Agreement, except where the affected employee was a member of the bargaining unit promoted or transferred to the position through the posting provision of the Collective Agreement, whose revised rate of pay would be less than the rate of pay he/she was receiving before appointment to the position. In this latter case, the employee shall be paid the rate which he/she would otherwise be paid in her/his previous position, and such employee shall continue to receive negotiated annual increases, but no step increases until the correct rate in the new grade is equal, or greater, than the salary he/she receives.
  - ii. in the case of a changed occupied position, the provisions of Article 25.04 will apply.

## **ARTICLE 27 - POSITION POSTING**

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

Applicants must apply, in writing, as per the instructions outlined on the posting. Initially, only applications from bargaining unit members shall be considered. The applicants'

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

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

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

- 27.02 The position posting shall describe the minimum requirements of the position and shall be based on the job description. Nothing in the position posting shall contravene the information contained in the job description. No important information (subject to space limitations) shall be omitted.
- 27.03 Following the closing of a posting, a complete list of the bargaining unit applicants and their respective seniority date shall be sent to the Union stating the position number thereon.
- 27.04 When an employee is temporarily assigned by the University to perform the principal duties of a position in a higher salary grade within the bargaining unit for more than five (5) consecutive days, he/she shall receive two (2) steps or the base of the assigned salary grade, whichever is greater, commencing on the first day.
- 27.05 When an employee is temporarily assigned by the University, except for vacation and unpaid leaves of absences, to perform the principal duties of a position within the bargaining unit for more than ten (10) consecutive working days, in addition to the duties of her/his own position, he/she shall receive a three (3) additional-step increase commencing on the first day. Principal duties mean the majority of the main duties outlined in the job description (comprising more than fifty percent (50%) of the job duties). (Not applicable to the Security Guard group.)
- 27.06 When an employee is temporarily assigned to a job in a lower salary grade, her/his salary rate shall not be reduced.
- 27.07 a) The University may assign, without posting, an employee from within the same department to perform the principal duties of a position, which is temporarily vacant, up to a period of eight (8) months. Extension of the period may occur for a further two (2) months by mutual agreement of the Union and the University.

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

- b) For the purposes of Article 27.07 only, the Faculty of Science, Engineering and Architecture, Faculty of Management, Faculty of Arts, Faculty of Education, Faculty of Health and Faculty of Graduate Studies will each be considered as the "same" department.
  - c) Such employee will be paid the rate of the grade as of the date of appointment.
  - d) Upon completion of the temporary assignment, the employee concerned shall be placed in her/his former position or in another position at the same salary grade, at the same salary rate, where her/his former position has ceased to exist.
  - e) Employees who work the hours of work as specified in 12.01 a) and 12.02 i) shall not be assigned by the University to work hours of work as specified in 12.01 b), 12.01 c), and 12.02 ii) without their mutual agreement or vice versa.
- 27.08 The University shall not be obliged to consider an application for a job posting from an employee who is probationary or temporary at the time of the job posting.
- 27.09 It is understood that for the security guard group covered by this collective agreement cannot become a full-time employee under the LU/LUSU collective agreement, save and except, upon her/his being awarded by the university, a full-time position in the security guards group, posted under article 27 , article 10 and any other relevant articles.

## **ARTICLE 28 - TEMPORARY EMPLOYMENT**

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

For the Security Guard Part-time Guard Group the provision of Schedule N: re Appointment of Part-time Security Guards into term position, and Schedule O: re Clarification regarding the provisions of the LU/LUSU collective agreement in relation to Part-time Security Guard Group, shall apply.

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

- 28.02 A temporary employee is one who is hired as a leave replacement or for a definite task that is expected to last not more than six (6) calendar months, with a termination date anticipated at the completion of such task.
- 28.03 A temporary position must be posted before becoming permanent.
- 28.04 The temporary employee in a temporary position may make application, in writing, for the position, if and when it is to become permanent. However, her/his application shall not rely upon events subsequent to the creation of the temporary position. Should he/she be selected, then all of the time worked by her/him when it was a temporary position shall be applied to, and form part of, the probationary and/or trial period as provided for in Articles 8 and 9 of this Agreement.
- 28.05 No permanent employee who has acquired seniority under this Agreement shall be laid off work by reason of the University hiring a temporary employee or establishing a temporary position.
- 28.06 The termination of employment of a temporary employee shall not be made the subject of a grievance.
- 28.07 A temporary employee is covered by all the provisions of this Agreement, unless otherwise stated in this collective agreement, with the exception of Articles:
- |   |                              |
|---|------------------------------|
| Article 4 .....   | Negotiation Committee        |
| Article 8 .....   | Probationary Period          |
| Article 9 .....   | Trial Period                 |
| Article 10 .....  | Seniority, Layoff and Recall |
| Article 16 .....  | Sick Leave                   |
| Article 17.05 .....   | Maternity Leave              |
| Article 19 .....  | Redundancy of Position       |
| Article 20 .....  | Health and Welfare.          |
| A temporary employee who, at the time of hire, is expected to fill a temporary position for a period of at least eight (8) continuous months, shall be covered by the provisions of this Article (Pension Plan excluded). |                              |
| Article 30 .....  | Pension Plan                 |
| Article 32.01 .....   | Tuition Fees                 |
| Schedule "B" .....  | Sick Leave Plan              |
| Letter of Understanding E ... Physical Education Membership   |                              |
| Letter of Understanding F ... Free Tuition  |                              |

The temporary employee shall be granted sick leave credits on the basis of one and one-half (1½) days for each calendar month of service. It is understood that there will be no pay out for accrued sick leave credits at the end of the temporary period. In the case of the Security Guard Full-time Group, sick leave will accrue at the rate of twelve (12) hours per calendar month of service. It is understood that there will be no pay out for accrued sick leave credits at the end of the temporary period.

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

## **ARTICLE 29 - TERM EMPLOYMENT**

- 29.01 A term position is one whose duration shall be a specified term, that is, a pre-arranged period of time that exceeds six (6) calendar months, but will not exceed a period of twelve (12) calendar months. See letter of understanding O re appointing part-time security guards to term positions.
- 29.02 A term employee is one who is hired for a definite term or task that exceeds six (6) calendar months, and is expected to last no more than twelve (12) calendar months, with a pre-arranged termination date anticipated at the completion of such term or task.
- 29.03 A term position must be posted before becoming permanent.
- 29.04 Should the University wish to create a new term position, it will inform the Union and give written reasons prior to posting the position. See letter of Understanding N regarding renewal of term appointments for Part-time Security Guards
- 29.05 Should the University wish to renew the term position, it will inform the Union and give written reasons prior to posting the position. See letter of Understanding N regarding renewal of term appointments for Part-time Security Guards
- 29.06 When the position is to become permanent, the incumbent may make application, in writing, for the position. However, unless the incumbent is a permanent bargaining unit member, her/his application shall not rely upon events subsequent to the creation of the term position.

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

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

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

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

29.09 A term employee shall be covered by all the provisions of this Agreement, unless otherwise stated in this collective agreement, with the exception of Articles:

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

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

Article 19 .....Redundancy of Position.

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

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

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

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

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

For example: the formula that would be used:

On the fifth (5<sup>th</sup>) renewal of an eight (8) month term appointment.

Sixteen (16) days X (eight (8) months/twelve (12) months) = ten and two-thirds (10 2/3) days.

29.13 If the term employee is currently in a position that becomes permanent and applies for the position, and providing that he/she has been in that same term position for a period of twelve (12) months or more, then, for the purpose of applying for this position, the term

employee will be deemed to have seniority. Should the term employee be awarded the permanent position, then her/his seniority will begin from the date of the first appointment in that position.

## **ARTICLE 30 – WAGES**

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

Effective July 1, 2018, all employees will receive an across-the-board increase of 1.8 %.

Effective July 1, 2019, all employees will receive an across-the-board increase of 1.5 %.

Effective Jan 1, 2020, all employees will receive an across-the-board increase of 1.5%.

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

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

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

- a) the total base salary for all employees on June 30 (or such date as agreed to by both parties) of the previous contract year, less one-half (1/2) of the total cost of all annual increment steps effected on January 1 of the previous contract year;
- b) all other adjustments and anomalies will be excluded from the calculation.

## **ARTICLE 31 - POLICIES**

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

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

- 31.03 Any travel expenses for employees for authorized University travel will be paid in accordance with the policy set by the University, from time to time, after consultation with the Union.
- 31.04 Both parties agree that the mechanism of the handling of complaints concerning harassment will be through the approved Laurentian University policy and procedure relating to harassment. This does not affect anyone who wishes to file a grievance under Article 6. Time limits for submitting the grievance set forth in the grievance procedure will be waived, per Article 6.10, within six (6) months of the last incident, that are brought forward under Article 3.07. Grievances under Article 3.07 will go directly to step 2 of the grievance procedure.

## **ARTICLE 32 - TECHNOLOGICAL CHANGE**

- 32.01 A technological change is defined as a change in process, technology, or equipment.
- 32.02 The University shall notify the Union, in writing, three (3) months prior to the introduction of any technological change which may affect employees, their wages, hours of work, duties, job descriptions, and/or any other conditions of employment. Upon notification, the parties shall meet, as soon as possible, in order to minimize the adverse effects of the technological change.
- 32.03 Where a position is altered due to technological change, the University shall endeavour to provide proper training during working hours in order to train an employee.
- 32.04 The University shall endeavour to find alternative employment opportunities at the employee's current salary grade and step within the University in the event of a layoff, or proposed layoff, of employees resulting from changes in the technology utilized by the University. If no appropriate opportunities are available, the affected employees shall be governed by the provisions of Article 10 - Seniority, Layoff and Recall, or Article 19 - Redundancy of Job.
- 32.05 An employee's position, which has been affected by technological change, shall be evaluated in accordance with the Joint Job Evaluation System. No employee who has acquired seniority under the provisions of this agreement shall suffer a reduction in salary as a result of such an evaluation.

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

- 33.01 No employee shall be disciplined or discharged without just cause.
- 33.02 An employee shall be accompanied by a representative of the Union on the occasion of an interview with a representative of management of the University where a formalized written warning, suspension, or discharge, is to be discussed.

- 33.03 Whenever the University deems it necessary to discipline an employee, the University shall, within five (5) working days of the incident or the completion of the investigation, give written particulars of such discipline to the employee involved, with a copy to the Union. Failure to discipline within five (5) working days of the completion of a timely investigation into the incident will render the discipline null and void. The employee concerned shall sign such letter of discipline indicating receipt of same. Nothing herein shall prevent the University from verbally reprimanding an employee, however, such verbal reprimand shall not form part of the employee's record.
- 33.04 Twelve (12) months after a warning, which may involve a letter of reprimand or discipline has been issued, except a warning which indicates that a reoccurrence of a similar and/or related infraction may result in the termination of employment, the warning so given shall not be considered in subsequent disciplinary action, and will be removed from the employee's employment record, provided there has been no reoccurrence of a similar and/or related infraction within the twelve (12) months.
- 33.05 Demotion shall not be used as a disciplinary measure.
- 33.06 An employee shall have the right to examine all of her/his Personnel files during normal business hours provided the request is made in writing to the Associate Vice-President, Human Resources and Organizational Development, with the provision that any confidential letters of recommendation shall be held confidential. However, employees may request and shall obtain the names of the authors of such confidential letters. Employees shall have the right to have the University prepare, at reasonable intervals and at the employee's expense, copies of information in their Personnel files.
- 33.07 In the case of a letter of censure, reprimand, or criticism being added to the employee's file, the employee concerned shall be notified and required to read and initial such material. In the event of an alleged distortion or error, the employee shall have the right to include material pertinent to the alleged distortion or error. In the event of an error being established to the satisfaction of both parties, the file shall be corrected and the erroneous material removed.
- 33.08 Employees are encouraged to notify the Associate Vice-President, Human Resources and Organizational Development, of any successful completion of relevant education program/conference/workshop or any enhancement of one's qualifications. This information will be placed in the employee's file.

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

- 34.01 The Union and the University desire every employee to be familiar with the provisions of this Agreement and her/his rights and obligations under it. For this reason the University and the Union shall contribute equally to the cost of printing sufficient copies of this Agreement in a union shop within thirty (30) days of signing.

34.02 New employees shall be given a copy of the Collective Agreement by Human Resources upon commencement of employment.

34.03 Copies of the Collective Agreement in the French language shall be available upon request.

## **ARTICLE 35 – PROFESSIONAL TRAINING AND DEVELOPMENT**

35.01 The University agrees to grant LUSU employees, at a mutual agreeable time, two (2) mini-conferences, consisting of one-half (1/2) day each, with no loss in pay, to be organized by the Union and Human Resources. The University will contribute up to fifteen hundred dollars (\$1,500) for each session per year towards the cost of these sessions. Attendance will be taken at these sessions. It is understood that Security Guards who are scheduled to work on the days of the conference will not be able to attend

35.02 Employees who have been requested by the University to attend French or English language courses offered by the University will not be required to make up the time spent attending these courses.

35.03 Employees will be reimbursed for successful completion of any skills-upgrading courses from an accredited institution, previously approved by Human Resources. Should the employee be denied approval, he/she may appeal according to Article 17.07.

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

35.05 The University and Union will jointly review which positions within the bargaining unit, in the MPR-OPS unit, and the Security Guard group (full-time and part-time), require formal licenses, certificates, and medical examinations on an ongoing basis, for an employee to do their work in their present job (except for Class G Driver's license). The licenses must be ones requiring ongoing renewal, not one-time licensing, except where required by the University. Once the potential costs and liabilities have been established, the University and Union will meet to review this situation. An amount of up to three thousand, five hundred dollars (\$3,500) per year will be set aside, and the University and Union will meet to review how best to distribute this subsidy.

## **ARTICLE 36 - CLOTHING**

36.01 a) The University shall provide for the employees in the Maintenance and Printing, departments for the following clothing:

- i) work clothes in the form of a work shirt and pants/jeans, or coveralls (maximum two (2) regular sets, or one (1) regular and one (1) insulated set per year);
- ii) gloves as required;

- iii) rainwear including rubber boots: (maximum of one (1) set of rainwear as required and one set of boots per year);
- iv) gloves and/or aprons in Printing Services.

36.01 b) **Safety Footwear**

The University will subsidize the purchase of CSA approved safety footwear for those employees designated by the University to wear safety footwear, in the amount of one hundred and thirty-five dollars (\$135), every year, upon presentation of a valid sales receipt. Employees purchasing safety footwear under this article shall be required to wear them while at work. This subsidy will be provided only where employees are actively working in a position requiring the use of safety boots, and will be prorated after a sick leave longer than six months, or a leave of absence greater than four months.

An additional allotment of \$25 per year will be provided to include metatarsal protection in the purchase of the safety footwear for the following classifications:

Motor Mechanic  
Millwright

36.02 For the Security Guard Group, the University shall supply full-time employee with the following:

- a) One (1) complete uniform every two (2) years (one (1) tunic, two (2) pairs of trousers, one (1) cap);
- b) Three (3) shirts and two (2) ties annually;
- c) Allowance for the purchase of boots, winter shoes, and winter gloves will be paid as follows:

July 1, 2018: \$181.31

July 1, 2019: \$181.31

July 1, 2020: \$181.31

It is understood that the quality and type of boots, winter shoes, and winter gloves must meet the standards set by the University. Any employee whose employment is terminated, for any reason, the amount will be prorated, and will be adjusted on the final pay.

- d) One (1) winter coat, one (1) raincoat, one (1) duty belt, and one (1) spring and fall jacket, as required;
- e) Cleaning allowance will be paid as follows:

July 1, 2018: \$295

July 1, 2019: \$295

July 1, 2020: \$295

The allowance and payment of same shall be administered by the University. Any employee whose employment is terminated, for any reason, the amount will be prorated, and will be adjusted on the final pay.

### **ARTICLE 37 - DURATION**

37.01 This Agreement shall be binding on the parties hereto and remain in effect from July 1, 2018, to June 30, 2021, and shall continue from year to year thereafter, unless either party gives the other party notice in writing not more than ninety (90) days, but not less than sixty (60) days prior to the thirtieth (30<sup>th</sup>) day of June in that year that it desires its termination, renewal, or amendment. Within ten (10) working days of receipt of such notice by one party, the other party is required to enter into negotiations for the renewal and/or revision of the Agreement.

DATED at Sudbury, this                  day of                 , 2018.

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

Sara D. Kent Oct 11/2018  
 (Interim Associate Vice-President HR&OD and USU)  
Lysele Fendell Oct 11/2018  
 (Interim President)  
Deanne Hayes Oct 11/2018  
 Vice President, Administration

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

Don Jenkins Oct 11/2018  
 President USU  
Deanne Hayes Oct 11/2018  
 2nd V.P. USU  
Thomas M. Steen Oct 11/18  
 1st V.P. USU

## SCHEDULE A

**LUSU Grid effective July 1, 2018/ Grille salariale du SEUL en vigueur le 1er juillet 2018**  
 (1.8% economic adjustment / Redressement de 1.8%)

**Clerical, Technical, Administrative, MPRO and Service Units**

Grade	Step / Niveau 1	Step / Niveau 2	Step / Niveau 3	Step / Niveau 4	Step / Niveau 5	Step / Niveau 6	Step / Niveau 7
10	42.08	43.05	44.04	45.05	46.08	47.14	48.22
9	40.26	41.19	42.14	43.10	44.09	45.11	46.15
8	38.44	39.33	40.23	41.16	42.10	43.07	44.06
7	36.61	37.44	38.31	39.19	40.10	41.03	41.97
6	34.81	35.61	36.42	37.27	38.12	39.00	39.90
5	32.08	32.82	33.57	34.34	35.13	35.95	36.77
4	29.35	30.02	30.71	31.43	32.14	32.88	33.64
3	26.62	27.23	27.86	28.50	29.16	29.83	30.52
2	23.89	24.44	25.00	25.58	26.16	26.77	27.39
1	20.80	21.35	21.90	22.47	23.05	23.65	24.27

**Security Guards Group**

Grade	Prob.	Level / Niveau 1	Level / Niveau 2	Level / Niveau 3
Full-Time	24.16	24.71	25.28	25.85
Part-Time	24.16	24.71		

**LUSU Grid effective July 1, 2019/ Grille salariale du SEUL en vigueur le 1er juillet 2019**  
 (1.5% economic adjustment / Redressement de 1.5%)

**Clerical, Technical, Administrative, MPRO and Service Units**

Grade	Step / Niveau 1	Step / Niveau 2	Step / Niveau 3	Step / Niveau 4	Step / Niveau 5	Step / Niveau 6	Step / Niveau 7
10	42.71	43.70	44.70	45.73	46.77	47.85	48.94
9	40.86	41.81	42.77	43.75	44.75	45.79	46.84
8	39.02	39.92	40.83	41.78	42.73	43.72	44.72
7	37.16	38.00	38.88	39.78	40.70	41.65	42.60
6	35.33	36.14	36.97	37.83	38.69	39.59	40.50
5	32.56	33.31	34.07	34.86	35.66	36.49	37.32
4	29.79	30.47	31.17	31.90	32.62	33.37	34.14
3	27.02	27.64	28.28	28.93	29.60	30.28	30.98
2	24.25	24.81	25.38	25.96	26.55	27.17	27.80
1	21.11	21.67	22.23	22.81	23.40	24.00	24.63

**Security Guards Group**

Grade	Prob.	Level / Niveau 1	Level / Niveau 2	Level / Niveau 3
Full-Time	24.52	25.08	25.66	26.24
Part-Time	24.52	25.08		

**LUSU Grid effective July 1, 2020/ Grille salariale du SEUL en vigueur le 1er juillet 2020**  
(1.5% economic adjustment / Redressement de 1.5%)

Clerical, Technical, Administrative, MPRO and Service Units

Grade	Step / Niveau 1	Step / Niveau 2	Step / Niveau 3	Step / Niveau 4	Step / Niveau 5	Step / Niveau 6	Step / Niveau 7
10	43.35	44.36	45.37	46.42	47.47	48.57	49.67
9	41.47	42.44	43.41	44.41	45.42	46.48	47.54
8	39.61	40.52	41.44	42.41	43.37	44.38	45.39
7	37.72	38.57	39.46	40.38	41.31	42.27	43.24
6	35.86	36.68	37.52	38.40	39.27	40.18	41.11
5	33.05	33.81	34.58	35.38	36.19	37.04	37.88
4	30.24	30.93	31.64	32.38	33.11	33.87	34.65
3	27.43	28.05	28.70	29.36	30.04	30.73	31.44
2	24.61	25.18	25.76	26.35	26.95	27.58	28.22
1	21.43	22.00	22.56	23.15	23.75	24.36	25.00

Security Guards Group

Grade	Prob.	Level / Niveau 1	Level / Niveau 2	Level / Niveau 3
Full-Time	24.89	25.46	26.04	26.63
Part-Time	24.89	25.46		

STEP VALUE: GRADE 1 = 2.6%

STEP VALUE: GRADE 2, UP TO AND INCLUDING GRADE 10 = 2.3%

**SCHEDULE B****LETTER OF UNDERSTANDING****BETWEEN:****LAURENTIAN UNIVERSITY OF SUDBURY**

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

- and -

**LAURENTIAN UNIVERSITY STAFF UNION**

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

**RE: SICK LEAVE PLAN**

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

1. DEFINITION

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

- b) In order to have the sick leave period reinstated up to six (6) calendar months, an employee who has been on sick-leave absence must return to work for one (1) full day in the case of an unrelated and different disability cause, and for thirty (30) calendar days in the case of the same-disability cause. The determination as to whether subsequent sick-leave absences have unrelated and different disability causes shall be made by the Director of Health Services in consultation with a physician of the employee's choice.
- 4. Where an employee is absent due to accident and/or injury suffered during the course of her/his duties while in the employment of the University and is in receipt of Workplace Safety and Insurance Board, for each day for which the employee shall be absent, the employee will receive payment from the University for the difference between her/his regular wages and the Workplace Safety and Insurance Board benefit for a period of up to six (6) calendar months.
- 5.
  - a) An employee shall report her/his illness to her/his immediate supervisor or her/his designate, as soon as possible, during the first (1st) day on which he/she is absent from her/his work, and shall advise the supervisor or other designated individual as to the probable date of her/his return to work. In the event an employee is unable to return to work at the time expected, he/she shall re-notify her/his supervisor or other designated individual of her/his current circumstances. Whereby the probable date of her/his return to work cannot be established, he/she will keep her/his supervisor or other designated individual informed weekly of her/his current condition. Failure to comply with the above provision may result in denial of sick leave pay.
  - b) An employee may be requested by the University, before her/his return to work, to produce a medical certificate for any illness in excess of three (3) consecutive working days. In such cases, the employee shall have her/his physician complete and submit an acceptable doctor's certificate.

An employee may be requested by the University to produce an acceptable doctor's certificate after ten (10) working days of illness. In such cases, the University may provide a letter to the employee to pass to her/his physician, along with a copy of her/his job description. The letter will contain a series of questions for the physician to answer regarding the possibility of accommodation, and the return to work schedule, if any, for the employee. This physician's report will state the approximate date of return. It is understood that the date of return can be adjusted, as needed, with another doctor's certificate.

- c) The Sick Leave Certificate supported by the physician's completed portion or a separate physician's certificate, if required by the employee's immediate supervisor, shall be filed when the claim of an employee is for a day immediately preceding or succeeding a paid holiday, vacation leave preceding a Saturday or succeeding a Sunday. Any expenses incurred for a medical certificate(s), as required by the University, shall be borne by the University.
- 6. a) Subject to subsection 6(b), no sick leave may be claimed for illness which occurs during any leave of absence without pay, vacation leave with pay, leave of absence due to pregnancy, paid holiday, period of layoff, strike, quarantine, or incarceration.

- b) Sick leave may be substituted for vacation leave with pay when the employee has demonstrated to the satisfaction of the Director of Health Services that he/she was incapacitated for five (5) working days or more during her/his vacation.
- 7. Where the University makes payment to the employee according to the above-mentioned terms, or assumes liability therefore, the University is subrogated to all rights of recovery of the employee to the extent that the University has made payment to, or on behalf of, or for the benefit of the employee. The University may bring action in the name of the employee to enforce these rights. It is understood that such action will not result in any financial cost to the employee.
- 8. a) Upon receipt of an acceptable certificate of disability or illness, Human Resources shall advise the employee of her/his right to accommodation, if such accommodation will assist her/him to return to work to full or partial duties, or will assist the employee to return to work at an earlier date than would otherwise be the case. The Associate Vice-President, Human Resources and Organizational Development, or her/his designate, will forward a letter to the employee, with a copy of the person's authorized job description, which the employee shall take to her/his physician and request that he/she provide the information requested by the University regarding possible accommodation.
  - b) Should accommodation be required, the employee will submit a detailed physician's report, which will answer questions requested by the University regarding the said accommodation and the expected duration of the accommodation, based on the employee's authorized job description. The report will include whether or not the employee is medically able to perform the duties of her/his position, or whether the employee could perform such duties with accommodation; a prognosis for the employee's return to work on accommodation or to full duty.
  - c) With the written permission of the employee, unless otherwise provided by law, a copy of the certificate /report provided pursuant to paragraph 8(b) will be provided to the Union by Human Resources.
  - d) The University, the Union and the employee will co-operate in providing the required information to achieve the accommodation needed by the employee.

#### 9. Falsification

Falsification of any relevant information required by the University, may result in dismissal or other disciplinary action, at the discretion of the University.

**SCHEDULE C****LETTER OF UNDERSTANDING****BETWEEN:****LAURENTIAN UNIVERSITY OF SUDBURY**

Hereinafter called the "University"  
OF THE FIRST PART

- and -

**LAURENTIAN UNIVERSITY STAFF UNION**

Hereinafter called the "Union"  
OF THE SECOND PART

Laurentian University will provide LUSU executive with an updated Position Directory which includes the LUSU position numbers, position titles, E designations and their respective departments, from the following categories, by the end of June of every year.

**Categories:**

- a) Academic – Secretarial/Clerical
- b) Administration-Secretarial/Clerical
- c) Library-Secretarial/Clerical
- d) Office Of The Registrar
- e) Student Affairs
- f) Financial Services
- g) Information Technology
- h) Faculty Technicians And Technologists
- i) Library Technicians And Assistants
- j) Administration – Other
- k) Temporary Positions
- l) Maintenance And Printing
- m) Security

DATED at Sudbury, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

*Jane D. Kustra Oct 2, 2018*  
(Interim Associate Vice-President HRD and USU)  
*Agnieszka Kowalewski Oct 11/2018*  
(Interim President)  
*Donna Hayes*  
Vice President, Administration

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

*Tor Finch Oct 11/2018*  
Pres. LUSU

*Deana Depata Oct 11/18*  
2nd V.P. LUSU  
*Karen M. Khan Oct 11/18*  
1st V.P. LUSU

**SCHEDULE D****LETTER OF UNDERSTANDING****BETWEEN:****LAURENTIAN UNIVERSITY OF SUDBURY**

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

- and -

**LAURENTIAN UNIVERSITY STAFF UNION**

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

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

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

**Night Residence Porter**

Winter Session (from the third Monday in September to the final day of the winter term classes inclusively)

- a) eight (8) hours per day, forty (40) hours per week.
- b) two (2) shift rotation:
  - i) 4 p.m. to 12 a.m.;
  - ii) 12 a.m. to 8 a.m.

Summer Session (from the day following the final day of the winter term classes to the third (3<sup>rd</sup>) Sunday in September inclusively)

- a) eight (8) hours per day, forty (40) hours per week.
- b) three-shift (3) rotation
  - i) 7 a.m. to 3 p.m.
  - ii) 3 p.m. to 11 p.m.
  - iii) 11 p.m. to 7 a.m.

DATED at Sudbury, this 12 day of October, 2018.

**SIGNED ON BEHALF OF:**

LAURENTIAN UNIVERSITY  
OF SUDBURY

Paul D. Poynter Oct 11/18  
(Interim Associate Vice-President AROD and USU)

Brent Hayes Oct 11/18  
Vice President, Administration

Heather Kendall Oct 11/2018  
Interim President

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**SIGNED ON BEHALF OF:**

LAURENTIAN UNIVERSITY  
STAFF UNION

J. Fash LUSU President

Deanne Depattee Oct 11/18  
2nd V.P. LGSU

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Thomas Matheson Oct 11/18  
1st VP LUSU

**SCHEDULE E****LETTER OF UNDERSTANDING****BETWEEN:****LAURENTIAN UNIVERSITY OF SUDBURY**

Hereinafter called the "University"  
OF THE FIRST PART

- and -

**LAURENTIAN UNIVERSITY STAFF UNION**

Hereinafter called the "Union"  
OF THE SECOND PART

**RE: PHYSICAL EDUCATION MEMBERSHIP**

The University agrees to renew its policy regarding Physical Education membership in the Voyageur Athletics and Campus Recreation Centre for staff members and their immediate dependents in accordance with the established guidelines, and the rights and privileges of the Union members shall be the same as other employees of the University. This benefit does not apply to the dependents of Part-time Security Guards.

DATED at Sudbury, this 11 day of October, 2018

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

Sue D. Karto October 11, 2018  
(Interim Associate Vice-President Academic and USU Vice President)  
Donattays Oct 11/2018  
Vice President, Administration  
Karen Ryndell Oct 11/2018  
Interim President

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

J. Jark Oct 11/2018  
Faculty President.  
Diane Depaule Oct 11/18  
2nd U.P. LUSU  
Thomas Matheson Oct 11/18  
1st VP LUSU

**SCHEDULE F****LETTER OF UNDERSTANDING****BETWEEN:****LAURENTIAN UNIVERSITY OF SUDBURY**

Hereinafter called the "University"  
OF THE FIRST PART

- and -

**LAURENTIAN UNIVERSITY STAFF UNION**

Hereinafter called the "Union"  
OF THE SECOND PART

**RE: TUITION FEES**

The University agrees that:

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

DATED at Sudbury, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

*Donna Hayes Oct 11/18  
Vice President, Administration  
Interim President*

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

*Ta Fenske Oct 11/18  
LUSU President*

*Donna Hayes Oct 11/18  
Vice President, Administration  
Interim President*

*Deanne Desautel  
2nd V.P. LUSU  
Theresa Mathew Oct 11/18  
1st V.P. LUSU*

**SCHEDULE G****LETTER OF UNDERSTANDING****BETWEEN:****LAURENTIAN UNIVERSITY OF SUDBURY**

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

- and -

**LAURENTIAN UNIVERSITY STAFF UNION**

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

**RE: STUDENTS**

Occasionally, where a specific task occurs which must be completed in a short period of time such as tour guides, mail-outs, or any other special projects, full-time and part-time Laurentian students may be hired during the academic year in the following departments: up to fifty-five (55) student hours per week in University Advancement; up to 100 student hours per week in the Library for the purpose of shelving; up to 30 student hours per week in Computer Services; up to 70 student hours per week in Computer Sciences and Mathematics; and up to 25 student hours per week in the Department of Physical Plant and Planning; up to twenty (20) student hours per week in the Office of the Registrar; up to twenty (20) student hours per week in Student Affairs; up to twenty (20) student hours per week in Financial Services; and up to twenty (20) student hours per week in the Department of Physical Education.

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

DATED at Sudbury, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

*Sue D. Kruko* October 7, 2018  
(Interim Associate Vice President HR&OD and USU)

*Donat Haig* Oct 11/18  
Vice President Administration  
*Suzanne Fensel* Oct 11/2018  
Interim President

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

*Tor Jucker* Oct 11/18  
LUSU President

*Diane Depetris* Oct 11/18  
2nd V.P. LGSY  
*Lora Mather* Oct 11/18  
1st V.P. LUSU

**SCHEDULE H****LETTER OF UNDERSTANDING****BETWEEN:****LAURENTIAN UNIVERSITY OF SUDBURY**

Hereinafter called the "University"  
OF THE FIRST PART

- and -

**LAURENTIAN UNIVERSITY STAFF UNION**

Hereinafter called the "Union"  
OF THE SECOND PART

**RE: PRINTING DEPARTMENT**

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

DATED at Sudbury, this                  day of                 , 2018.

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

Sara D. Kuester October 11, 2018  
(Interim Associate Vice-President HR&DS and USU)

Sherree Fendell Oct 11/18  
Vice President Administration

Sherree Fendell Oct 11/18  
Interim President

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

Tor Fash Oct 11/18  
President

---

Deanne Desautel Oct 11/18  
2nd V.P. LUSU

Thomas McLean Oct 11/18  
1st V.P. LUSU

**SCHEDULE I****LETTER OF UNDERSTANDING****BETWEEN:****LAURENTIAN UNIVERSITY OF SUDBURY**

Hereinafter called the "University"  
OF THE FIRST PART

- and -

**LAURENTIAN UNIVERSITY STAFF UNION**

Hereinafter called the "Union"  
OF THE SECOND PART

**RE: HOURS OF WORK FOR MAINTENANCE AND PRINTING**

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

DATED at Sudbury, this      day of     , 2018.

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

Dee D. Korte Oct 11/18  
(Interim Associate Vice-President Academic USU)

Brent Korn Oct 11/18

Vice President, Administration

Heiree Kuroel Oct 11/18  
Interim President

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

Ta Fack Oct 11/18  
President LUSU

Diane Desautel Oct 11/18  
2nd V.P. LUSU  
Yvonne Allman Oct 11/18  
1st VP LUSU

**SCHEDULE J****LETTER OF UNDERSTANDING****BETWEEN:****LAURENTIAN UNIVERSITY OF SUDBURY**

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

-and-

**LAURENTIAN UNIVERSITY STAFF UNION**

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

**RE: RETIREES BENEFITS**

- a) On an annual basis, retirees from Laurentian University, upon request, will be supplied with a photo-identification library card, at no cost to them, except if they require a replacement for a lost card. There will be a charge for replacement of lost cards.
- b) The same library privileges as full-time employees.
- c) Free parking in facilities in the parking lot designated by the Parking/Security office.
- d) Exemption from tuition fees for themselves, their spouses and their dependents as per Letter of Understanding "F", RE: Tuition Fees.
- e) The same eligibility for Physical Education Centre Membership for employees, their spouses and their dependents as full-time Employees, as per Letter of Understanding "E", RE: Physical Education Employee Membership.
- f) Effective July 01, 2018, the Retirees Health Benefit Plan (RHPB) was increased to \$1,317.60 per year for a family, and \$658.82 per year for a single individual. The premium for this plan will be paid by the employee, in the retirement plan, and will comprise \$12.47 per month for family premium, and \$6.24 for single premium, or as adjusted by the Laurentian University Benefits Committee.

It is understood that the rates and subsidy payments change every July 1 and employees shall make contributions in accordance with the provisions of the RHPB.

- g) The following benefits will be prorated based on the reduced workweek adopted under the plan: long-term disability, vacation and sick leave. The pension-contribution calculations will be based on the nominal annual salary. Life insurance will be based on the nominal annual salary.

DATED at Sudbury, this    day of   , 2018.

SIGNED ON BEHALF OF:  
LAURENTIAN UNIVERSITY  
OF SUDBURY

See D. Kuster Oct 11/18  
(Interim Associate Vice President AROB and USUC)

Fornean Hayer Oct 11/18  
Vice President Administration

Aurélie Faure Oct 11/2018  
Interim President

SIGNED ON BEHALF OF:  
LAURENTIAN UNIVERSITY  
STAFF UNION

J. Fisch Oct 11/18  
President LUSU

Deanne Desautel Oct 11/18  
2nd V.P. LUSU

Thomas Walker Oct 11/18  
1st V.P. LUSU

**SCHEDULE K****LETTER OF UNDERSTANDING****BETWEEN:****LAURENTIAN UNIVERSITY OF SUDBURY**

Hereinafter called the "University"  
OF THE FIRST PART

-and-

**LAURENTIAN UNIVERSITY STAFF UNION**

Hereinafter called the "Union"  
OF THE SECOND PART

**RE: BOOKSTORE**

The University agrees that all LUSU employees working in the bookstore will continue to remain bargaining unit members for the life of this collective agreement.

DATED at Sudbury, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

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

*Don D. Kento October 2, 2018*  
*(Interim Associate Vice President HRDD and USRC)*

*Sandra Thayer Oct 11/18*  
*Vice President Administration*  
*Steve Furdell Oct 11/2018*  
*Interim President*

*Ta Fresh Oct 11/18*  
*President LUSU*

*Deane Departe Oct 11/18*  
*2nd V.P. LUSU*  
*Thomas McPherson Oct 11/18*  
*1st V.P. LUSU*

**SCHEDULE L****LETTER OF UNDERSTANDING****BETWEEN:****LAURENTIAN UNIVERSITY OF SUDBURY**

Hereinafter called the "University"  
OF THE FIRST PART

-and-

**LAURENTIAN UNIVERSITY STAFF UNION**

Hereinafter called the "Union"  
OF THE SECOND PART

**RE: REVIEW OF CONTRACTING-OUT ISSUES**

The University and the union agree to form a committee within six months of the ratification of the Collective Agreement to discuss the contracting-out issues in the Physical Plant and Services (excluding cleaning and food services).

DATED at Sudbury, this      day of     , 2018

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

*See D. K. October 2, 2018  
Interim Associate Vice-President HR and USOC*

*Doreen Hayes Oct 11/18  
Vice President Administration  
Kerrie Foulds Oct 4/2018  
Interim President*

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

*Tor Finch Oct 11/18  
President USU*

*Deanne Desjardins Oct 11/18  
2nd V.P. C454  
Monica Mather Oct 11/18  
1st V.P. LNSU*

**SCHEDULE M****LETTER OF UNDERSTANDING****BETWEEN:****LAURENTIAN UNIVERSITY OF SUDBURY**

Hereinafter called the "University"  
OF THE FIRST PART

-and-

**LAURENTIAN UNIVERSITY STAFF UNION**

Hereinafter called the "Union"  
OF THE SECOND PART

**RE: RETROACTIVITY FOR SENIORITY**

Regarding Articles 10.03, 10.04, and 20.02c) in the LU/LUSU Collective Agreement regarding Letter of Understanding W, it is understood that the retroactivity for seniority will be addressed by the legal counsel for both parties. If there is no agreement, the matter will be referred to arbitration.

DATED at Sudbury, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

*See D. Kettur October 7, 2018  
Interim Associate Vice President NKOD and USUC*  
*Koreela Hayes Oct 11/18  
Vice President Administration*  
*Messe Pendleton Oct 11/2018  
Interim President*

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

*Ta Fark Oct 11/18  
Trust President*

*Deanne Depatris Oct 11/18  
2nd V.P. LUSU*  
*Thomas Whelan Oct 11/18  
1st V.P. LUSU*

**SCHEDULE N****LETTER OF UNDERSTANDING****BETWEEN:****LAURENTIAN UNIVERSITY OF SUDBURY**

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

-and-

**LAURENTIAN UNIVERSITY STAFF UNION**

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

**RE: APPOINTMENT OF PART-TIME SECURITY GUARDS TO TERM POSITIONS**

To support the integration of part-time security guard group employees at the point of their certification, it is agreed by the parties that those people named below, who were in the part-time security guard group, have been regularly employed for more than twenty-four hours per week, since the point of certification, January 22, 2010.

Two are already in specified term positions, replacing full-time Security Guards:

Miranda Soucie  
Kevin Brault

The others will be given a retro-active term appointment from January 22, 2010 to January 21, 2011:

Kevin Brault (January 22, 2010 – September 2010, until start of current term appointment)  
Dan Dechaine  
Pete Tremblay  
Denis Girard

It is understood, however, that these positions were hired to meet operational needs of the university in terms of scheduling, and that while their hours averaged 40 hours per week during the contract term, there is no guarantee as to the number of hours worked per day, nor as to the days of work per week, nor as to a guaranteed work schedule.

It is further agreed that if/when a term position ends and the part-time guard is returned to the part-time group, seniority accrued shall be retained. Scheduling shall revert back to part-time scheduling.

It is understood that Annick Gravel has worked regularly less than 24 hours per week, and remains in the part-time group.

It is further agreed by the parties that there will be no bumping rights between the term positions.

It is also understood that the following two security guards hired as part-time, will be given one year, full-time term appointments, from January 22, 2011 to January 21, 2016, to reflect the situation invoked when regularly employed for more than 24 hours per week for 8 weeks:

Dan Dechaine

Pete Tremblay

It is understood by both parties that these positions will be hired to meet the operational needs of the university in terms of scheduling, and that while their hours will probably average 40 hours per week during the contract term, there is no guarantee as to the number of hours worked per day, nor as to the days of work per week, nor as to a guaranteed work schedule.

It is agreed by the parties that the University has the right to appoint Part-time Security Guards into temporary or term positions without posting, and extend temporary and term positions for part-time Security Guards without posting by seniority.

It is further agreed that if/when these, and any term position ends and the part-time guard is returned to the part-time group, seniority accrued shall be retained and accumulated on the Part-time Security seniority list. Scheduling shall revert back to part-time scheduling at the end of the any term or temporary appointment.

Therefore, the parties agree to the special terms and conditions of employment covering part-time security guards who are assigned temporary or term appointments, pursuant to the general provisions of Article 28 or Article 29.

DATED at Sudbury, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

*Dan D. Kuntz Oct 11/18  
 Interim Associate Vice-President NROD and USBC*  
*Pete Tremblay Oct 11/18.  
 Vice President of Administration*  
*Maurice Fournier Oct 11/18  
 Interim President*

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

*J-F. Fesch Oct 11/18  
 President LUSU*  


---

  
*Diane Desautel Oct 11/18  
 2nd V.P. LUSU  
 Thomas Matheson Oct 11/18  
 1st V.P. LUSU*

**SCHEDULE O****LETTER OF UNDERSTANDING****BETWEEN:**

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

-and-

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

**RE: CLARIFICATION REGARDING THE PROVISIONS OF THE LU/LUSU  
 COLLECTIVE AGREEMENT IN RELATION TO THE PART-TIME SECURITY  
 GUARDS**

The following Articles in the LU/LUSU collective agreement do not apply to the Part-time Security Guards:

- 1.07 Contracting out
- 8.02 Step increases
- 9.01 Trial period
- 10.03 Termination process except as follows in this letter of understanding.
- 10.06 10.10 (inclusive): Layoff
- 10.11 10.17 (inclusive): Recall
- 13.02 Overtime. It is not practical for Part-time security guards to bank time and Schedule B: Sick Leave
- 17.04 b), c) and d): Parts of Bereavement leave
- 17.05 Family responsibility
- 17.06 Special leaves
- 19 Redundancy
- 27.01 Posting procedures for part-time positions only
- 31.01 Tuition fees
- 32.04 Technological change; It is understood that the employer will advise the part-time employee and the union of any technological change that may affect the part-time security guard group.

The following special provisions apply to the Part-time Security Guard Group, and form an addendum to the relevant articles in the collective agreement.

## **ARTICLE 10:03 TERMINATION OF EMPLOYMENT**

Employees in the Part-time Security Guard Group shall lose all seniority and shall be deemed to have quit the employ of the University if the employee:

- a) voluntarily leaves the employ of the University;
- b) is discharged for just cause;
- c) fails to return to work after completion of a leave of absence granted by the University;
- d) is absent from work without permission for three (3) or more working days in any calendar year without a reason acceptable to the University;
- e) is absent from work due to legitimate sickness and/or compensable or non-compensable injury subject to the provisions of the Ontario Human Rights Code;
- f) utilizes a leave of absence for purposes other than those for which the leave was intended.

## **ARTICLE 27: POSITION POSTING**

Part-time Security Guards may be appointed without posting into a temporary or term position, after working hours greater than twenty four (24) hours per week and such employment can be extended by the University without posting.

For Security Guards, an employee may be appointed without posting, to a temporary or term appointment, after they have worked three hundred and fifty two (352) or thirty (30) shifts outside the bargaining unit.

DATED at Sudbury, this      day of     , 2018.

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

Lea J. Kento October 11, 2018  
Interim Associate Vice-President Academic  
Laurel Hayes Oct 11/18  
Vice President Administration  
Tierre Farrell Oct 11/2018  
Interim President

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

Tor Fisch Oct 11/18  
LUSU President

Deanne Depatie Oct 11/18  
2nd U.P. LUSU  
Maria Maller Oct 11/18  
1st U.P. LUSU

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

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

-and-

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

**RE: ARTICLE 13.08 – BANKED TIME TO BE USED BY NOVEMBER 30**

13.08 For the Full-time Security Guard Group all banked time must be used by November 30 each year, otherwise it will be forfeited. It is understood that an employee can carry forward a maximum of sixty (60) hours per year non-accumulative. For the purpose of this article banked time refers to hours banked as a result of twelve hour schedules and meetings.

It is hereby noted that the Full-time Security Guard group who have banked time up to the point of ratification of this Collective Agreement will retain these hours, but are expected to use them by November 30, 2011. The provisions of Article 13.08 will come into effect for all other Security Guard Group employees who accumulate banked time from the effective date of the collective agreement.

DATED at Sudbury, this                    day of                   , 2018.

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

*David Keast Oct 2 2018  
 Interim Associate Vice-President Academic USU/C)*  
*Dorella Hayes Oct 11/18  
 Vice President Administration  
 Interim President Oct 11/2018  
 Interim President*

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

*J-Fish Oct 11/18  
 LUSU Pres/Gen*  


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*Diane Depatie  
 2nd VP LUSU  
 Karen McAllister Oct 11/18  
 1st VP LUSU*

**SCHEDULE Q****LETTER OF UNDERSTANDING****BETWEEN:****LAURENTIAN UNIVERSITY OF SUDBURY**

Hereinafter called the "University"  
OF THE FIRST PART

- and -

**LAURENTIAN UNIVERSITY STAFF UNION**

Hereinafter called the "Union"  
OF THE SECOND PART

**RE: CHRISTMAS LEAVE FOR SECURITY GUARD GROUP**

The University shall grant to each employee in the Security Guard Group one (1) day off work with pay for each day off work (excluding paid holidays) the University grants to the Staff Union during the Christmas Season. These days off shall be scheduled contiguously with the employee's annual vacation, and in accordance with Article 15.04 of the Agreement.

DATED at Sudbury, this                    day of                   , 2018.

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

D. O. Kyoko October 7, 2018  
Interim Associate Vice-President NROD (and USU)  
Aureea Hayes Oct 11/18  
Vice President, Administration  
François Faure Oct 11/18  
Interim President

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

Jeanne Fisch Oct 11/18  
President USU  
Deanne Depate  
2nd V.P. USU  
Theresa Williams Oct 11/18  
1st V.P. USU

**SCHEDULE R****MEMORANDUM OF AGREEMENT**  
**BETWEEN:****LAURENTIAN UNIVERSITY STAFF UNION**  
Hereinafter called the "Union"

-and-

**LAURENTIAN UNIVERSITY**  
Hereinafter called the "University"**RE: PHASED RETIREMENT**

Both parties agree that eligibility and access to the Phased Retirement option listed below expired on June 30, 2018. The language below remains in place to inform those who were granted the option prior to June 30, 2018.

1. It is agreed that the members will have access to a Phased Retirement-An employee who has attained age of 58, with a minimum of 15 years service and who is within a maximum of four (4) years of her/his date of retirement, may request to participate on a voluntary basis, in a pre-retirement program. The employee may request to work no less than 21 hours per week. The hours of work must be mutually agreed by the University and the employee in consultation with the Union. Once committed to this program, the employee shall retire after a maximum of four (4) years, or sooner pursuant to her/his participation in the pension plan, and contributions to it. For the duration of the program, continuous service will be accumulated as if the employee was working regular hours. The employee will retain the collective agreement rate of pay in effect at the time of her/his participation and the pay will be prorated to the hours worked only. The following benefits will be prorated based on the reduced work week adopted under the plan: LTD, vacation and sick leave. The pension contribution calculations and life insurance will be based on the nominal annual salary.

DATED at Sudbury, this 11 day of October, 2018.

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

*Sara D. Kunkle October 2, 2018  
 Interim Associate Vice President NROD and USUc)*  
*Debra Hays Oct 11/18  
 Vice President, Administration*  
*Tessie Fendell Oct 11/2018  
 Interim President.*

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

*Ja Fisch Oct 11/18  
 President USU*  
*Deana Desautel Oct 11/18  
 2nd V.P. LUSU*  
*Thomas Watson Oct 11/18  
 1st V.P. LUSU*

**SCHEDULE S****LETTER OF UNDERSTANDING****BETWEEN:****LAURENTIAN UNIVERSITY STAFF UNION**

Hereinafter called the "Union"

-and-

**LAURENTIAN UNIVERSITY**

Hereinafter called the "University"

**RE: LANGUAGE REVIEW**

Both parties agree that the edits made during the language review in April of 2016, were not intended to change the spirit or interpretation of any affected clauses.

DATED at Sudbury, this    day of   , 2018

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

*Lia D. Kuntz October 2, 2018  
 Interim Associate Vice President AROD and USU*  
*Agnieszka Kłapka Oct 11/18  
 Vice President Administration*  
*Karen Funder Oct 11/2018  
 Interim President*

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

*Ta-Feele Oct 11/18  
 President USU*

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*Diane Departe Oct 11/18  
 2nd V.P. LUSA*  
*Thomas McRae Oct 11/18  
 1st V.P. LUSA*

**SCHEDULE V**  
**Memorandum of Agreement**

**BETWEEN:**  
**LAURENTIAN UNIVERSITY OF SUDBURY**  
 Hereinafter called the "University"  
**OF THE FIRST PART**  
 -and-  
**LAURENTIAN UNIVERSITY STAFF UNION**  
 Hereinafter called the "Union"  
**OF THE SECOND PART**

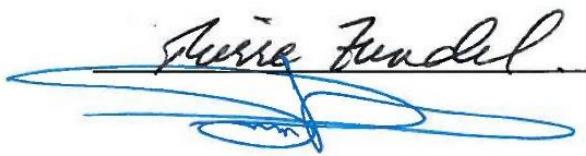
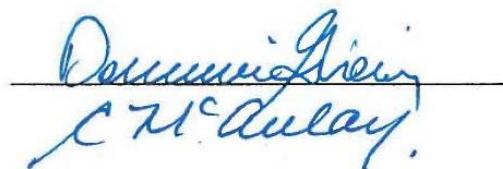
The University and the Union agree that all current language in the LU/LUSU collective agreement will remain status quo until June 30, 2021 with the following exceptions:

- 1) All employees will receive a 1.8% increase on July 1, 2018, a 1.5% increase on July 1, 2019, and a 1.5% increase on July 1, 2020.
  - 2) The University agrees that there will be no redundancies during the life of the agreement. It is understood that this clause and its guarantee will be eliminated at the end of this collective agreement and will be removed effective June 30, 2021.
  - 3) Effective July 1, 2018, employee pension contributions above the Year's Maximum Pensionable Earnings (YMPE) will increase from 8.2% to 9.9%.
  - 4) Effective July 1, 2019, employees who reach the age of 55 will not be able to commute the value of their Laurentian University Pension Plan. This provision only applies if the University negotiates the same provision with the Laurentian University Faculty Association by July 1, 2019.
  - 5) Effective August 16, 2017, employees will no longer be able to begin collecting a Laurentian University pension while continuing to be employed by the University. Employees who as of August 16, 2017 have begun to collect a Laurentian University pension may continue to do so.
  - 6) Effective January 1, 2018, members of the Laurentian University Pension Plan, upon reaching the age of 71 and who have not elected the form of pension shall be assigned an appropriate form of pension as determined by the trustees of the Laurentian University Pension Plan.
  - 7) Effective November 1, 2017, the maximum number of "E" designations at Article 12.03 of the collective agreement shall be seventy-five (75).
- 8.1) By February 1 of each year, the University may identify up to five (5) positions, the incumbents of which it wants to transfer to another position without posting on May 1 of that year. Such transfers shall:
- a) Only occur either within areas under the purview of:
    - a. the Vice-President, Academic and Provost and of the Vice-President, Research on one hand; or
    - b. other Designated Executives on the other hand;
  - b) Be to a position requiring substantially similar skills;
  - c) Not result in a decrease in salary rate. The transferred employee shall maintain her/his salary rate and, in future, shall receive the same salary-scale increase as is negotiated for the salary grade at which the employee's position is classified as well as step increases. If the position is at a higher salary grade, the rate will be the base rate of the higher salary grade, or current salary rate, of the employee plus two steps, whichever is higher;
  - d) Not result in a change of hours of work, except as otherwise permitted under the collective agreement;

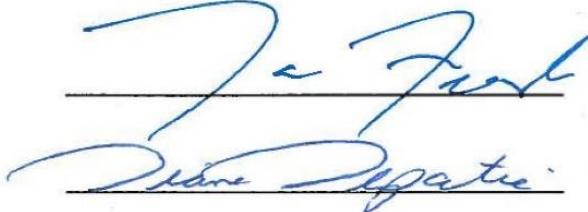
- e) Not result in a change of designation from a non "E" to a "E" position as defined in Article 12.03 of the collective agreement.
  - f) Not result in a trial or probationary period for the transferred employee.
- 8.2) A position which is vacated as a result of a transfer under this provision shall not be filled for a period of at least twelve (12) months.
- 8.3) Before May 1<sup>st</sup>, the transferred employee may also apply to available posted positions at the University or choose to terminate their employment with the University. Should he or she choose to terminate his or her employment, he or she would receive termination pay at his or her current salary of one-half (1/2) month for each year of continuous service to the closest whole year, plus three (3) months.
- 8.4) Should a proposed transferred employee chose to terminate his or her employment, such termination shall not count against the five (5) annual transfers available to the University under this clause. Should the University not fully use the five (5) allowable transfers in a given year, unused transfers can be carried over to future years during the duration of this agreement.

DATED at Sudbury, this 16<sup>th</sup> day of August 2017.

SIGNED ON BEHALF OF:  
LAURENTIAN UNIVERSITY OF SUDBURY

SIGNED ON BEHALF OF:  
LAURENTIAN UNIVERSITY STAFF UNION



MEMORANDUM OF AGREEMENT

BETWEEN:

LAURENTIAN UNIVERSITY STAFF UNION  
("the Union")

-and-

LAURENTIAN UNIVERSITY  
("the University")

SUBJECT: Amendment to Schedule V – Pension Commute

WHEREAS the parties agreed in item 4 of Schedule V that the provision would apply only if the University negotiated the same provision with the Laurentian University Faculty Association (LUFA) and;

WHEREAS a new Collective Agreement between the University and LUFA was approved on October 10, 2017;

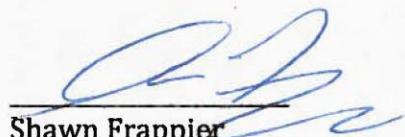
THE PARTIES AGREE THAT:

1. Laurentian University Staff Union members who are hired on or after September 24, 2017, and who are age 55 or older upon retirement or resignation, will not have the option to commute the value of their pension benefit upon retirement or resignation. The Pension Plan will be amended to reflect this agreement.

Dated at Sudbury, ON this 18 day of October, 2017.



Thomas Fenske  
For the Union



Shawn Frappier  
For the University