

**A SUMMARY OF THE PROPOSED COLLECTIVE AGREEMENT
BETWEEN THE LAURENTIAN UNIVERSITY FACULTY ASSOCIATION
AND LAURENTIAN UNIVERSITY (2008-2011)**

ARTICLE	TITLE	IDEA
0.3	DEFINITIONS	<ul style="list-style-type: none"> • Definition of immediate family • Definition of conflict of interest • Revised definition of Adjunct Faculty Members
1.21	ACADEMIC FREEDOM	<ul style="list-style-type: none"> • “Proper academic tradition of reasonable discussion” changed to “subject to the provisions of Article 1.22”
1.22	NO DISCRIMINATION, HARASSMENT OR BULLYING	<ul style="list-style-type: none"> • Board’s Policy on a Respectful Workplace and Learning Environment replaces old harassment policy. LUFA acknowledges the new policy will be used by the Board in dealing with all incidents of alleged discrimination, harassment, or bullying at Laurentian University.
1.23	WORKING ENVIRONMENT	<ul style="list-style-type: none"> • Securable group offices for Sessional Members. • Board to provide “appropriate lighting and ventilation” in offices. • Establishment of Joint Committee Working Space to: <ul style="list-style-type: none"> • recommend ergonomic standards for offices (\$35 000 budget towards ergonomic furniture, work stations and equipment to continue); • recommend minimum design standards of offices, classrooms, studios, research and laboratory spaces; recommend policies for the fair and equitable distribution of space and improve the working environment; • hear concerns about working space. • Full-time Members to be offered a securable individual office in reasonable proximity to their Dept’s/School’s main office. • A Member’s office shall not be entered except by authorized University staff. • Members working in Human Kinetics retain free lockers.
1.24	HEALTH, SAFETY AND SECURITY	<ul style="list-style-type: none"> • Occupational Health and Safety Act 1990 RSO referenced. • Right to refuse unsafe work stated.
1.25	BILINGUALISM	<ul style="list-style-type: none"> • Joint committee to recommend standards for the bilingualism requirement in letters of appointment and in Article 2.21.9. • Increased availability of French and English language training: throughout the year at beginner, intermediate and advanced levels.
1.26	EMPLOYMENT EQUITY	<ul style="list-style-type: none"> • Increased support for employment equity, in training for equitable hiring practices and in annual reporting.
1.27	ABORIGINAL EQUITY INITIATIVE	<ul style="list-style-type: none"> • University agrees to “grow our own” program to recruit and appoint Aboriginal tenure-track professors and librarians in cooperation with Depts/Schools.
1.28 NEW	CONFLICT OF INTEREST	<ul style="list-style-type: none"> • New provision on Conflict of Interest applying to faculty Members and to management representatives
1.31	RIGHTS AND PRIVILEGES OF THE ASSOCIATION	<ul style="list-style-type: none"> • LUFA buyouts increased from 24 to 36 credits. • Statement of right of LUFA to involve CAUT, OCUFA or other designated representatives in discussions or negotiations.
1.42	INFORMATION	<ul style="list-style-type: none"> • Information to be provided by Admin on full-time hiring in winter term and on articulation agreements.
2.00	RIGHTS, RESPONSIBILITIES AND DUTIES OF ACADEMICS	<ul style="list-style-type: none"> • Members have right to rule on the use in the classroom of electronic devices including laptop computers, except as determined by Special Needs Office for special needs students. • A Member shall not delegate his/her teaching duties to another person, the occasional guest lecture excepted. • Scholarly activity to include recordings and public performances.
2.01	ASSESSMENT OF A MEMBER’S PERFORMANCE	<ul style="list-style-type: none"> • New assessment procedure based on a Dept/School joint letter of assessment for applications for tenure, promotion, merit. The joint letter must include majority and minority opinions, if any, as well as results of confidential vote of the Dept/School assessment committee. In exceptional circumstances, Members may submit an individual letter of assessment and vote, to be incorporated in the joint letter. Participants who do not approve the joint letter may submit a letter regarding the accuracy of the joint letter, and this letter shall be attached to the joint letter. The candidate shall receive and copy of the joint letter and all

		<p>other assessment letters and have a right to respond.</p> <ul style="list-style-type: none"> For teaching dossiers, for co-taught courses Members must indicate which parts of course were of their responsibility. New introduction to Article confirming assessment is on the areas outlined in Article 2.00 (teaching, scholarly activity and university governance and administrative duties). The assessing body may consider as mitigating factors the bilingual and tricultural character of Laurentian University; this replaces small size, remote location, and demands of off-campus teaching. 																		
2.10	ACADEMIC WORKLOAD	<ul style="list-style-type: none"> Supervision of individual students in a program offered by Laurentian University, where such supervision is over and above normal workload, shall be recognized upon its successful defense or completion as follows: <table border="1"> <thead> <tr> <th>Supervisory Work</th> <th>Credit Value</th> <th>Monetary Value</th> </tr> </thead> <tbody> <tr> <td>PhD Thesis</td> <td>3</td> <td>\$3,000</td> </tr> <tr> <td>Master's Thesis or Adv Practicum in SW</td> <td>1</td> <td>\$1,000</td> </tr> <tr> <td>PhD or Master's Research Project, Directed Reading Seminar or Independent Study</td> <td>1/2</td> <td>\$500</td> </tr> <tr> <td>Undergraduate thesis where mandatory</td> <td>1/3</td> <td>\$333</td> </tr> <tr> <td>Undergraduate directed reading or independent study where mandatory</td> <td>1/4</td> <td>\$250</td> </tr> </tbody> </table> <ul style="list-style-type: none"> The values can be accumulated for workload reduction to a maximum of 3 credits reduction per year or taken as money to a Member's professional development expenditures account. The scheduling of workload reduction has to be agreed by Member and Dean. Based on existing program requirements, the Dean will identify those programs with mandatory supervisory needs, other supervision needs prior authorization. Recognition of a guideline for the distribution of the workload among the three main workload components as forty percent (40%) teaching/professional librarianship/archives management, including the supervision of graduate and undergraduate students; forty percent (40%) scholarly activity including commitments to external granting agencies; and twenty percent (20%) University governance, administrative duties, and other contributions to the University. Change that for a twelve (12) month limited-term appointment, for one 12 months only, there may be a teaching load of three (3) credits above the normal teaching load. A Member entitled to one term without teaching among the Fall, Winter, and Spring terms. For Winter and Spring terms, alterations to a Member's workload assignment may be made for reasonable program requirements or low enrolment until Oct 1 Members assigned to teach two or more courses at the same time and location shall receive workload credit for the courses with the maximum credit. 	Supervisory Work	Credit Value	Monetary Value	PhD Thesis	3	\$3,000	Master's Thesis or Adv Practicum in SW	1	\$1,000	PhD or Master's Research Project, Directed Reading Seminar or Independent Study	1/2	\$500	Undergraduate thesis where mandatory	1/3	\$333	Undergraduate directed reading or independent study where mandatory	1/4	\$250
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2.21	APPOINTMENT AND RENEWAL	<ul style="list-style-type: none"> Adjunct Faculty recommended by Dept/School to be appointed by Vice-President Academic. Become Members if they teach, including supervision; for supervision they are paid according to 2.10. Senate to be notified of all Adjunct appointments. Faculty from Northern Ontario School of Medicine may be cross-appointed to Laurentian with approval of Dept/School. Become Members if they teach, including supervision; for supervision they are paid according to 2.10. 																		

		<ul style="list-style-type: none"> All Members with a PhD or equivalent are eligible to teach graduate courses but to supervise graduate theses must be appointed to the School of Graduate Studies. Possible number of spousal appointments increased from 5 to 10. Search committees to be more proactive in short-listing candidates from equity groups (Article 1.26).
2.22	TENURE EVALUATION PROCEDURES	<ul style="list-style-type: none"> Criteria for assessment clarified and made consistent with new assessment process. As before, only tenured Members may participate in assessment of tenure applications.
2.23	PROMOTION PROCEDURES	<ul style="list-style-type: none"> Promotion procedure made consistent with new assessment process. Only tenured Members may participate in assessment of promotion applications.
2.40	DISCIPLINARY MEASURES	<ul style="list-style-type: none"> Disciplinary action shall be just and reasonable and be commensurate with the offense.
2.41	DISMISSAL PROCEDURES	<ul style="list-style-type: none"> Gross misconduct defined as serious unprofessional behavior and/or misconduct constituting a grave and direct violation of the personal safety of another Member, members of the University community and/or students of the University community.
2.51	RESIGNATION	<ul style="list-style-type: none"> Increase from one to three month's written notice for resignation. Effective January 1, 2009, faculty members on a leave of absence who receive tenure at another university shall be deemed to have resigned six (6) months after they receive tenure at that institution.
2.60	PERSONNEL COMMITTEES	<ul style="list-style-type: none"> Clarification of conflict of interest and bias. Chair may require recusal committee member (decision is grievable).
2.70 NEW	RESEARCH AND CREATIVITY	<ul style="list-style-type: none"> University not to interfere with Member/s freedom to publish results of scholarly inquiry, except for limitations imposed by Research Ethics Boards.
2.72 NEW	RESEARCH, CREATIVITY AND DEVELOPMENT OFFICE	<ul style="list-style-type: none"> Administrators not to be investigators in internal research grants and, if they are investigators in externally-funded grants that are internally pre-selected, they are not to be on selection committee. For internally or externally-funded grant applications requesting a pre-selection, the University shall communicate the composition of the selection committee and shall encourage participation of faculty Members where possible. No member of selection committee to be involved in grant being reviewed.
2.73	LAURENTIAN UNIVERSITY RESEARCH FUND (LURF)	<ul style="list-style-type: none"> LURF increased as follows: <ul style="list-style-type: none"> 2008-2009 \$140,000 2009-2010 \$150,000 2010-2011 \$160,000 In the event that faculty from federated or affiliated universities wish to apply, their applications shall only be considered if their home institution has contributed to the LURF fund an amount per full-time member equivalent to that provided by the Board. Support for research to retirees (LUFA-R): \$20,000 per year More transparency in procedures, including appeal process Maximum \$5,000 per application. Each Faculty to receive share of funds proportionate to number of full-time Members.
2.74	RESEARCH AND DEVELOPMENT SUPPORT	<ul style="list-style-type: none"> New Members guaranteed minimum \$8,000 start-up, available for three years.
2.91	SESSIONAL TEACHING RIGHTS AND RESPONSIBILITIES	<ul style="list-style-type: none"> The Dean/Director of the Library shall make copies of course evaluations of Sessional Members available to the Members of the Department/School responsible for the appointment or renewal of Sessional Members. Student course evaluations shall not be the sole means of determining the quality of the Sessional Member's teaching performance. The Sessional Member's entire teaching dossier shall be considered. Sessional Members to have right to attend Dept/School meetings and have up to two voting representatives. In Depts/Schools with 1-9 full-time Members, one Sessional voting rep and for Depts/Schools with 10

		or more full-time Members, two Sessional voting reps.
2.92	SESSIONAL WORKLOAD PROVISIONS	<ul style="list-style-type: none"> Increase to \$250 in event of cancellation of a Spring course.
2.93	ANNUAL REPORTS FOR SESSIONAL MEMBERS	<ul style="list-style-type: none"> Annual report to include current curriculum vitae and teaching dossier.
2.94	SESSIONAL APPOINTMENT AND RENEWAL	<ul style="list-style-type: none"> Appointments of Sessional Members to be made by Dept/School as a whole or committee of no fewer than three members.
2.96	PERMANENT APPOINTMENTS FOR SESSIONAL FACULTY MEMBERS	<ul style="list-style-type: none"> In hiring Permanent Sessional Lecturers, first consideration to Sessional Members with Establishment in at least twelve (12) credits or four (3) three-credit courses. If there is no qualified internal candidate as determined by the Department/School, the University may advertise externally. Permanent Sessionals appointed without Establishment in 12 credits have 3 years probation. Salary structure improved to follow rates for the rank of Lecturer. The University may appoint up to a maximum of 30 Permanent Sessional Lecturers.
3.21	SABBATICAL LEAVES	<ul style="list-style-type: none"> For Member planning to retire in the academic year immediately following her/his retirement, the University may waive the requirement to return to responsibilities following a sabbatical. For sabbatical leave after three years, pay for each additional six months corrected to 2.5% (from 5%, the one-year rate).
3.22	STUDY LEAVES	<ul style="list-style-type: none"> Tenured, tenure-track and permanent sessional Members eligible Amount increased from \$20,000 to \$35,000 Higher priority in second application ("every reasonable effort")
3.40	PHYSICAL AND MENTAL ILLNESS	<ul style="list-style-type: none"> Licensed midwives permitted for certifying, with note excepting LTD.
3.52	COMPASSIONATE LEAVE	<ul style="list-style-type: none"> Up to 10 days in the event of death of partner, son or daughter; up to 5 days for other family members.
3.95	POLICY AND PROCEDURES IN THE EVENT OF DEATH	<ul style="list-style-type: none"> Member requested to complete form indicating who shall have access to computer files and office in the event of death or incapacitation.
4.00	SALARY STRUCTURE	<ul style="list-style-type: none"> (See attached Appendix)
4.10	PROGRESS-THROUGH-THE-RANKS INCREMENTS	<ul style="list-style-type: none"> Effective July 1, 2009, additional (double) increment awarded for promotion, except not more than two in promotion from Lecturer to Assistant as result of an additional qualification (Article 4.21)
4.11	PROCEDURES FOR THE AWARD/DENIAL OF A PTR INCREMENT	<ul style="list-style-type: none"> Change to procedures: Denial of PTR no longer necessarily disciplinary One-year warning required to deny Required review of at least three previous annual reports Final decision with VP, Academic and is grievable Opportunity for reinstatement of denied PTR with either 2 years satisfactory annual assessments, or promotion, or merit award No denial of PTR to Members pre-tenure
4.20	MERIT INCREMENTS	<ul style="list-style-type: none"> Merit increments limited to Full Professors/Librarians and Permanent Sessional Lecturers (who do not have opportunity for new promotion increments).
4.30	OVERLOADS	<ul style="list-style-type: none"> Overload value increased as follows: <ul style="list-style-type: none"> July 1, 2008: \$8,596 (6 credits), \$4,298 (3 credits) July 1, 2009: \$8,811 (6 credits), \$4,406 (3 credits) July 1, 2010: \$9,028 (6 credits), \$4,514 (3 credits)
4.31	DISTANCE EDUCATION COURSES	<ul style="list-style-type: none"> Supervision of distance education courses increased as follows: <ul style="list-style-type: none"> 1-5 students (all years) \$1,500 Per student 2008-2009 \$215 Per student 2009-2010 \$220 Per student 2010-2011 \$230
4.51	FRINGE BENEFITS	<ul style="list-style-type: none"> (See attached Appendix)
4.52	PROFESSIONAL	<ul style="list-style-type: none"> Professional development expenditures increased as follows:

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Page 4 of 6

	DEVELOPMENT EXPENDITURES	<ul style="list-style-type: none"> ○ 2008-2009: \$2,200 ○ 2009-2010: \$2,250 ○ 2010-2011: \$2,300 • Carry forward increased to two years.
4.53	TUITION FEE EXEMPTION AND TUITION BURSARIES	<ul style="list-style-type: none"> • Elimination of tuition bursary clauses (now not legally possible)
4.54	SECOND MORTGAGE LOANS POLICY	<ul style="list-style-type: none"> • Article deleted (not used).
4.57	PUBLIC LIABILITY INSURANCE	<ul style="list-style-type: none"> • Limit increased from two to four million dollars.
4.90	RATES OF PAY FOR SESSIONAL LECTURERS	<ul style="list-style-type: none"> • Sessional base rates increased; 4% vacation and 4% benefits clarified. Total rates of pay as follows: <ul style="list-style-type: none"> ○ July 1, 08: \$5,712 (without est.), \$6,043 (with est. and retirees) ○ July 1, 09: \$6,043 (without est.), \$6,346 (with est. and retirees) ○ July 1, 10: \$6,345 (without est.), \$6,663 (with est. and retirees) • For didactique/ teachable in École des sciences de l'éducation/ School of Education: \$600 per student • For activity courses in the School of Human Kinetics: <ul style="list-style-type: none"> ○ July 1, 08: \$3,348 (without est.), \$3,564 (with est.) ○ July 1, 09: \$3,456 (without est.), \$3,672 (with est.) ○ July 1, 10: \$3,564 (without est.), \$3,780 (with est.) • For applied music courses, total hourly rate: <ul style="list-style-type: none"> ○ July 1, 08: \$56.70 (without est.), \$59.67 (with est.) ○ July 1, 09: \$59.57 (without est.), \$62.65 (with est.) ○ July 1, 10: \$62.54 (without est.), \$65.79 (with est.) • Large ensembles at 3 hrs per week for 24 weeks • Other ensembles at 2 hrs per week for 24 weeks
4.92	PHYS ED FACILITIES FOR SESSIONAL MEMBERS	<ul style="list-style-type: none"> • Spouse and dependants of Sessional Members eligible for Physical Education Centre membership and lockerette in academic year employed
4.94	PROFESSIONAL DEVELOPMENT EXPENDITURES FOR SESSIONAL MEMBERS	<ul style="list-style-type: none"> • Professional development expenditures per 3-credit course increased to \$125. • Carry forward increased to two years.
5.3	DUTIES OF CHAIRS/ DIRECTORS	<ul style="list-style-type: none"> • Annual report of Chair/Director more succinct, using standardized form developed by Dean/Director of Library and Faculty Council • Clarification that Deans/Director of Library not Chairs/Directors sign-off/approve Members' annual reports and prof development expenditures
5.4	TEACHING LOAD REDUCTIONS AND STIPENDS FOR CHAIRS/ DIRECTORS	<ul style="list-style-type: none"> • Increased annual stipend for chairs/directors by number of full-time faculty and full-time equivalent employees: <ul style="list-style-type: none"> ○ 1-9: \$2,250 ○ 10-19: \$3,250 ○ 20-29: \$4,250 ○ 30 and over: \$5,250 • Chairs/Directors with 25 or more full-time faculty and full-time equivalent employees to receive a 3-credit teaching load reduction above the base 6-credit Chair/Director reduction.
6.0	SENIOR ACADEMIC ADMINISTRATORS	<ul style="list-style-type: none"> • Senior academic administrators made redundant or with closure of their office may return to bargaining unit.
8.2	DURATION AND CONTINUANCE OF THE AGREEMENT	<ul style="list-style-type: none"> • Three-year collective agreement from July 1, 2008 to June 30, 2011
8.3	GRIEVANCE PROCEDURE	<ul style="list-style-type: none"> • Clarified presentation of grievance process • Definition of grievance according to Labour Relations Act
8.4 NEW	ARBITRATION PROCEDURE	<ul style="list-style-type: none"> • The arbitration procedure in old Article 8.3 Grievance and Arbitration separated as new Article 8.4 • New 30-day time limit for referral to arbitration and arbitrator bound to this time limit.

Appendix B	FACULTY MEMBERS ON CAMPUSES OUTSIDE SUDBURY	<ul style="list-style-type: none"> • Renewal of old Appendix N (renamed Appendix B) of Letter of Understanding on Members at Laurentian University's programs at Georgian College
Appendix C	SPECIAL VOLUNTARY EARLY RETIREMENT PLAN	<ul style="list-style-type: none"> • Renewal of plan in 2005-08 Collective Agreement (Appendix C) incorporating old Appendix D – Early Retirement and Voluntary Severance Packages as a new clause in Appendix C.
Appendix F	PHASED RETIREMENT	<ul style="list-style-type: none"> • Renewal of plan in 2005-2008 Collective Agreement (Appendix F)
Appendix Q	STANDARD OFFER OF EMPLOYMENT	<ul style="list-style-type: none"> • The standard offer of employment letter to provide more detail on the setting of initial salary, by specifying both number of years of university experience and number of years of other experience relevant to your discipline.
Appendix NEW	JOINT COMMITTEE ON APPREHENSION OF BIAS	<ul style="list-style-type: none"> • Joint Committee to propose guidelines on bias in decision-making under the Collective Agreement, such as when recusal is appropriate in tenure decisions
Appendix NEW	ASBESTOS	<ul style="list-style-type: none"> • University to post recent report on campus buildings containing asbestos.
Appendix NEW	BENEFIT PROGRAM FOR RETIRED EMPLOYEES	<ul style="list-style-type: none"> • Joint Committee to review various benefit plans available to retirees. University to provide latest actuarial valuation of the Retiree Health Benefit Plan.
Appendix NEW	BUILDING AND PLANNING COMMITTEE	<ul style="list-style-type: none"> • University negotiating committee to recommend two LUFA representatives be added to the Board Building and Planning Committee.
Appendix NEW	UNIVERSAL BUS PASS	<ul style="list-style-type: none"> • Board and LUFA representatives to meet with City of Greater Sudbury to explore possible low-cost Universal Bus Pass for Full-Time and Sessional Members.
Appendix NEW	COORDINATORS	<ul style="list-style-type: none"> • Joint Committee to study the role of coordinators and to recommend fair and equitable system of teaching/professional library workload reduction for coordinators
Appendix NEW	PENSION	<ul style="list-style-type: none"> • Joint Committee to review cost estimates and opportunities for improving the pension plan, specifically number of years for calculating best average earnings, increased inflation protection, contribution levels, and pension formula.
Appendix NEW	COLLECTIVE AGREEMENT EDITORIAL COMMITTEE	<ul style="list-style-type: none"> • Renewal of appendix for a Collective Agreement Editorial Committee headed by the two Chief Negotiators
	EDITORIAL CHANGES	<ul style="list-style-type: none"> • Terminology, Content and Appendix Changes.