

Court of Appeal File No. M52471
Superior Court File No.: CV-21-656040-00CL

COURT OF APPEAL FOR ONTARIO

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, C. c-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF LAURENTIAN UNIVERSITY OF SUDBURY**

**MOTION RECORD OF THE MOVING PARTY
(VOLUME 1 OF 2)**

(Motion by Thorneloe University for Leave to Appeal)

May 31, 2021

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TAB 1

Court of Appeal File No.: M52472
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COURT OF APPEAL FOR ONTARIO

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
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**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF LAURENTIAN UNIVERSITY OF SUDBURY**

AMENDED NOTICE OF MOTION

FOR LEAVE TO APPEAL AND STAY PENDING APPEAL

The Moving Party, Thorneloe University, a university pursuant to *An Act to Incorporate Thorneloe University*, S.O. 1960-1961, c. 135 ("**Thorneloe**"), will make a motion under Rule 61.03.1 and Rules 13 and 14 of the CCAA for an order granting leave to appeal from the Endorsements of the Superior Court Chief Justice Morawetz dated May 2, 2021 to the Court on a date to be fixed by the Registrar, at Osgoode Hall, 130 Queen Street West, Toronto, Ontario, M5H 2N5.

PROPOSED METHOD OF HEARING: The motion is to be heard in writing, videoconference, or as otherwise directed by the Court.

THE MOTION IS FOR:

1. **AN ORDER** granting Thorneloe leave to appeal to the Court of Appeal for Ontario from the orders of Chief Justice Morawetz (the "**CCAA Judge**") in his

endorsements dated May 2, 2021, with reasons that followed on May 7 and 14, 2021, (collectively, the "**Decision**"), wherein he:

(a) dismissed Thorneloe's motion under section 32 of the CCAA opposing the Notice of Disclaimer sent by Laurentian University ("**Laurentian**") on April 1, 2021, which sought to disclaim:

i. the Federation Agreement between Laurentian and Thorneloe, dated 1962 (the "**Federation Agreement**"); and

ii. the Financial Distribution Notice between Laurentian and Thorneloe dated May 1, 2019, amending the Proposed Grant Distribution and Services Fees agreement between Laurentian, the University of Sudbury, Thorneloe, and Huntington University dated November 10, 1993 (the "**Financial Distribution Notice**") (collectively, the "**Agreements**"); and

(b) dismissed Thorneloe's and University of Sudbury's joint cross-motion for an order *inter alia* deleting a newly-added condition to the DIP Loan Amendment Agreement dated April 20, 2021, which made the payment of the next \$10M tranche of the original DIP loan and the extension of the DIP loan maturity date conditional on the CCAA Court rendering a "final" decision enforcing the disclaimers by May 1, 2021;

2. **AN ORDER** staying the Decision pursuant to Rule 63.02 of the *Rules of Civil Procedure*;

3. **AN ORDER** that this motion be heard on an expedited basis;
4. **AN ORDER** if necessary, waiving or abridging the time for notice, service and filing in connection with this motion and validating the manner for service of the Notice of Motion and motion materials herein;
5. Costs; and
6. Such further and other relief as this Honourable Court considers just.

THE GROUNDS FOR THE MOTION ARE:

Background

1. Thorneloe is one of three universities that are federated with Laurentian along with the University of Sudbury and Huntington University (collectively, the "**Federated Universities**"). All three have been federated with Laurentian since the universities' inceptions around 1960. The Federated Universities and Laurentian are highly integrated and were designed to operate together as "one university".¹
2. The Federation Agreements for Thorneloe (and the other Federated Universities) do not have termination provisions. The federations with Laurentian were intended to be "permanent".
3. Thorneloe is also a creditor of Laurentian.

¹ Other Canadian universities that have adopted the federation model and entered into federation agreements with other universities and colleges include: Carleton University, University of Alberta, University of Ottawa, University of Regina, University of Saskatchewan, University of Toronto, University of Waterloo, and Western University.

Laurentian's financial problems

4. Laurentian has been experiencing financial difficulties for years caused by a number of factors, including:

- (a) serious financial mismanagement by the Laurentian administration, including a failure to contain costs in the face of reductions to its revenue first identified in 2008-2009;
- (b) low student enrollment and retention, and reductions to provincial funding in 2019-2020;
- (c) continuing to run courses and programs with low or no student enrollments; and
- (d) a costly campus modernization project that Laurentian launched in 2014, which failed to increase revenues and resulted in even more debt for Laurentian.

5. Thorneloe is not the cause of the Laurentian's financial problems, does not cost Laurentian any funds, is well-managed and is solvent (at this time).

6. The Ontario government has been aware for many months prior to the CCAA filing of Laurentian's financial mismanagement and problems. Despite its prior knowledge and it being on the CCAA Service List, the Ontario government has been conspicuously absent in Laurentian's CCAA proceedings.

7. In September 2020, Laurentian retained Ernst & Young as a financial advisor. Four months later on February 1, 2021, as Laurentian careened toward a financial crisis and was facing not making its next payroll payment, it applied *ex parte* and obtained protection from its creditors under the CCAA, by order of Morawetz C.J.

8. In so doing, the CCAA Judge gave an expansive interpretation to "debtor company" under section 2(1) of the CCAA and held that the definition could extend to a public university.

9. This case is the first time a public university was granted CCAA protection in Canada.

10. Laurentian also obtained the CCAA Court's approval of a DIP loan of \$25M from Firm Capital Corporation (the "**DIP Lender**"), pursuant to the DIP Agreement dated January 29, 2021. The CCAA Court's order provided for super-priority status on the collateral of the DIP loan and approved the DIP Lender's terms including its interest rate and additional fees.

11. The DIP Agreement also contained the following unique condition requiring Laurentian to negotiate a new collective agreement and resolve grievances with its major union, the Laurentian University Faculty Association ("**LUFA**"), in order for the loan maturity date to be extended past May 1, 2021:

...LU enters into a negotiated settlement with LUFA with respect to terminations to be effected, resolution of outstanding grievances, and the terms of a new collective agreement between LUFA and LU...

12. In a further unusual move, Laurentian also applied for the immediate appointment of a judicial mediator to start meetings with major stakeholders. The CCAA Judge issued the order on February 5, 2021 appointing Justice Dunphy as a judicial mediator. This was done without Thorneloe's or the other Federated Universities' knowledge or involvement. The mediation was also ordered to be confidential.

13. Over the next two months certain stakeholders held separate meetings with the mediator. As this Court has noted: "The mediation is intended to address various issues concerning Laurentian's restructuring, including a new collective agreement with LUFA, which represent 612 Laurentian faculty, accounting for 60% of the university's payroll" (Reasons for Decision dated March 31, 2021 on the sealing order leave motion; "**Sealing Order Leave Decision**").

14. This Court has also noted that "the restructuring ... will have to be largely completed by the end of April 2021" and that the "timeline is exceptionally short" (Sealing Order Leave Decision, para. 30).

15. On April 12 and 13, 2021, it was announced that Laurentian had reached significant concessions with its unions: 116 full-time faculty members will be terminated (about one third of the faculty), approximately 60 programs cancelled, and 42 non-faculty staff will also be terminated. 37 non-unionized employees are also terminated. In addition, there are additional salary reductions, certain increased workloads, and changes to work rules that generate further economic savings for Laurentian. In total, approximately 195 Laurentian employees have been terminated.

16. The labour concessions will save Laurentian \$30.3M to \$33.5M a year.
17. The new collective agreements fulfill the most significant condition in the above-noted DIP Agreement and the main requirement for the DIP Lender to extend the maturity date.
18. The labour concessions are stark for the terminated employees: they will not be paid any severance now, nor will they receive WEPPA. They will have their severance and other claims processed in an upcoming claims process in a CCAA Plan.
19. At the April 29, 2021 motions, Laurentian *inter alia*, sought approval for the new labour agreements, which the CCAA judge approved in the brief endorsement of May 2, 2021. Thorneloe did not oppose that relief.
20. The major financial objective of Laurentian's CCAA filing as noted by this Court – labour concessions – has been achieved and completed. The expert report of A. Farber & Partners Inc. ("**Farber**") who was retained by Thorneloe and is in the evidence summarizes:

4.14.1. Laurentian has generated significant savings from its negotiations with Laurentian University Faculty Association (“LUFA”) and Laurentian University Staff Union (“LUSU”) which range from approximately \$30.3 million to \$33.5 million annually.

This has substantially reduced Laurentian’s forecast operational deficit from \$42.9 million to \$12.5 million in the year 2021-22 and results in a go-forward operational surplus of approximately between \$7.7 million to \$8.5 million annually thereafter.

Thorneloe is small relative to Laurentian but has a big impact

21. Thorneloe is a small component of the Laurentian federation, employing only 7 full time faculty members and a total staff of 28, whereas Laurentian employs 355 full-time faculty members and many more staff. Thorneloe's expenditures on salaries and benefits in 2020 were \$2.44M, compared to \$134M paid by Laurentian, or 1.82% thereof.

22. The Federated Universities and, in particular Thorneloe, plan and design courses in consultation with the Faculty of Arts, which are offered to all Laurentian students as part of the Laurentian curriculum. Laurentian students can seamlessly take courses prepared by Laurentian or the Federated Universities which all count toward their Laurentian degrees.

23. As part of the Laurentian curriculum, Thorneloe offers three programs that each have as a suite of courses: *Religious Studies*, *Ancient Studies* and *Women's, Gender and Sexuality Studies* (as well as a separate degree-granting Program in *Theology*). Laurentian's students can select one of the Thorneloe programs as their "major" for their Laurentian B.A. degree, or take individual Thorneloe courses as an elective for credit toward their Laurentian degrees in other majors.

24. For example, a Laurentian Architecture major can take a Thorneloe Ancient Studies course on "Roman Architecture", or a Nursing major can take a Thorneloe course Women's, Gender and Sexuality Studies course on "Violence Against Women".

25. Despite its small size, Thorneloe has a big impact for Laurentian students. In 2019-2020, Thorneloe taught 2,861 Laurentian students, representing 297 full-time equivalents ("FTEs"), 186 of which represent courses supporting other Laurentian programs. Thorneloe's courses, professors and its student residence are popular, and help attract and retain Laurentian students.

The disclaimers seek to eliminate Thorneloe

26. On April 1, 2021 – two months after obtaining CCAA protection – Laurentian sent a Disclaimer Notice to Thorneloe (and the other Federated Universities) relying on section 32 of the CCAA to disclaim the Federated Agreements. Under section 32(5), the disclaimers take effect 30 days from the day "the debtor company gives notice" unless the counter party applies to court within 15 days for an order that the agreement not be disclaimed under section 32(2).

27. On April 2, 2021, Thorneloe wrote to Laurentian that it would oppose the disclaimers. Thorneloe applied to the Court for an order rejecting the disclaimers on April 14, 2021, within the 15-day period in section 32(2).

Laurentian's motive is to eliminate course competition from Thorneloe, which has no material impact on Laurentian and has nothing to do with labour costs

28. With Thorneloe, Laurentian now overreaches. Laurentian is taking advantage of the CCAA proceeding to try and eliminate Thorneloe, which it cannot do outside of a CCAA proceeding. As noted, the Federation Agreement does not have termination provisions and was intended to be "permanent".

29. The president of Laurentian, Robert Haché, admitted under cross-examination that Laurentian wants to eliminate the Federated University courses so it can force all students to take Laurentian-only courses and thereby increase tuition and grant revenue for Laurentian. Laurentian's stated motive is to eliminate the Thorneloe courses that "compete" with Laurentian and its courses:

332 Q. And part of your solution is to stop students from being able to go, to sign up for courses at University of Sudbury, University de Sudbury and Thorneloe. You're trying -- you're stopping them by bringing that agreement to an end. And the only reason you're doing that, and it's the only reason is because you want those students, instead of taking courses at those Federated Universities, to take courses at Laurentian University, correct?

A. We have both the capacity and the need to provide those courses to our students, yes.

333 Q. So the answer to my question is yes, correct?

A. I believe I said yes.

30. The use of the insolvency system to eliminate a competitor has been held by the Courts to be an improper purpose:

29. I further find that the motive was to lessen competition.

...

44. While this case does not involve a bankruptcy petition, it does involve the placing of Laserworks into bankruptcy. In my view, it would be wrong to allow Datarite to do in the proposal process what it could not do by petition. Datarite's intention was to place Laserworks in bankruptcy. The motive was to remove a competitor. That motive reveals an improper purpose. The court will not allow to be done by the back door what may not be done by the front.²

If the disclaimers of the Agreements are upheld, Thorneloe will become a bankrupt

31. The evidence is uncontroverted in the expert report of Farber that if the disclaimers are upheld, Thorneloe's main source of revenue of grants and tuition will immediately cease, it will not be able to sustain its operations or continue paying its faculty and staff, and given its ongoing costs and liabilities, it will have to pursue an insolvency filing.

32. One Federated University, Huntington accepted its disclaimer, and entered into a deal with Laurentian to sell its on-line Gerontology program to Laurentian for \$599,000, and will continue to operate its student residence. Huntington cancelled all its courses at Laurentian as of May 3, 2021, and has ceased all teaching. It is in the process of terminating its faculty.

33. The University of Sudbury announced on March 12, 2021 that it would change to a francophone-only university. It has also cancelled all its courses at Laurentian as of May 3, 2021 and has ceased all teaching. Its separation from Laurentian, however, is not

² *Laserworks Computer Services Inc., Re*, 1997 CarswellNS 179

resolved and it is also objecting to the Disclaimer Notice that Laurentian delivered to it on April 1, 2021.

34. Thorneloe is in a different situation. It cannot survive on its own as a standalone university, has had no offer from Laurentian to buy its courses, and needs to continue teaching so it can obtain tuition and grant funds from the government, as it was set up to do with Laurentian since 1962.

The disclaimers do not meet the section 32 test in the CCAA

35. The disclaimers do not meet the factors in section 32 of the CCAA nor in the caselaw for a Court to uphold a disclaimer. The evidence is uncontroverted that the disclaimers would cause the insolvency of Thorneloe and certainly "significant financial hardship": section 32(4)(c). The disclaimers will also not "enhance the prospect of a viable compromise being made in respect of the company" since Thorneloe is small and not material to Laurentian's financial situation: section 32(4)(b). The motive of competition elimination as noted above is not a factor that justifies upholding a disclaimer under section 32.

35.1. By upholding the disclaimer against Thorneloe, and knowing it would cause its insolvency, the CCAA court did not apply the correct factors for the analysis under section 32 of the CCAA and misconstrued the expert financial evidence. In so doing, the court below erred both at law and in its factual findings.

35.2 The CCAA court made factual errors, including the following:

(a) Impliedly concluding that the DIP Lender would refuse to advance the additional \$10M unless the court upheld the disclaimer despite the absence of cogent evidence of that outcome other than the statements of the DIP Lender's lawyer in open court, who also stated he did not file an affidavit by the DIP Lender to avoid being cross-examined;

(b) Concluding that the disclaimers "are central to the Applicants' restructuring [and]... will result in millions of dollars of additional tuition and grant revenue remaining within Laurentian." (para 52). Such statements are not borne out by the evidence. First, the "central" issue to Laurentian's restructuring was to achieve labour concessions which were expressly made a condition of the initial DIP loan terms, and which were achieved. Second, the courses provided by USudbury and Huntington have been already cancelled. The only courses remaining at the time of the motion hearing were Thorneloe's and the tuition and grant income that flowed to it recorded from the past academic year was only \$1.8M, not "millions of dollars";

(c) In concluding that if the disclaimer of Thorneloe was rejected, Huntington would exercise its option to re-commence teaching courses despite there being no evidence that it would do so, and even if it did, the financial impact would be immaterial on Laurentian;

(d) Incorrectly finding that the disclaimer is necessary for enhancing the prospects of a viable plan of compromise or reorganization despite that there was no plan before the court, and no cogent evidence as to how a plan may be materially

adversely affected, nor a comparison as to the terms of a plan would be with and without the disclaimer being upheld, nor an analysis as to what that would exactly mean for the creditors; and

(e) Impliedly concluding that total enrollment levels of students would stay the same in future years if the Federation Agreements are disclaimed, despite the lack of cogent evidence on this issue, Laurentian admitted that it is not able to offer students equivalent courses to the ones offered by Thorneloe and did not conduct any formal surveys or studies of current or prospective students to see whether the retention in total enrollment levels will stay the same.

35.3 The CCAA court made legal errors, including the following:

(a) Applying section 32 disproportionately to uphold the disclaimer against Thorneloe, knowing it will certainly cause Thorneloe to be "unable to operate" (para. 68) while the effect on Laurentian if the disclaimer was rejected was speculative, that could lead to the "potential demise" of Laurentian or "could lead to an unravelling" of Laurentian's restructuring plan;

(b) With the new DIP condition requiring the court to uphold the disclaimer against Thorneloe, and the evidence showing that it would result in the insolvency of Thorneloe, the CCAA court erred by not inquiring further into the justification for the need for the new condition and instead remarked that "It is up to the debtor, with the assistance of the Monitor, to negotiate the terms of the DIP Financing". (para. 66) In so doing, the CCAA court allowed the CCAA process to be

disproportionally controlled by the DIP Lender - including the new DIP term calling for the demise of Thorneloe. There is also no evidence before the court that this condition was inserted at the insistence of the DIP lender, who refused to attend an examination, refused to produce documents and invoked confidentiality to avoid fully answering written questions put to it; and,

(c) Further, the CCAA court erred in its analysis of the requirement on all interested persons to act in good faith under section 18.6 of the CCAA, and in particular by not finding that Laurentian and/or the DIP lender had not met this requirement by seeking to close down Thorneloe for the admitted motive of eliminating Thorneloe as a competitor.

36. The proposed appeal satisfies the four-point test for granting leave to appeal in a CCAA matter:

- (a) ***The point on appeal is of significance to the practice:*** The point on appeal deals with the authority of a CCAA judge to issue an order that authorizes a debtor to terminate agreements under section 32, in this case federation agreements of a public university, where the evidence shows that the motive is to eliminate the counterparty as a competitor, and where the counterparty is stayed from pursuing traditional legal remedies against the breaching debtor. It is also significant since this case is the first time the CCAA has been held to apply to a public university – which is not a "debtor company" in the usual CCAA commercial sense – and then deployed to disclaim agreements within public universities which are intended to be "permanent"

arrangements. This Court needs to review these new and novel issues and settle the law.

- (b) ***Whether the point raised is of significance to the action itself:*** The point is of significance to the action itself as it determines whether Thorneloe will become insolvent and closed down permanently, causing significant additional direct and collateral losses. On the other hand, the appeal will not impair Laurentian's significant labour savings, which were its main objective in its CCAA proceeding, nor will it materially enhance Laurentian's prospects in its CCAA Plan.
- (c) ***The appeal is prima facie meritorious and is not frivolous:*** The proposed appeal is *prima facie* meritorious and not frivolous as it relates to the legal test and parameters for section 32, which is not intended to allow a debtor free rein to terminate agreements – especially within a public university – and where the motive of the debtor is the elimination of a competitor.
- (d) ***Whether the appeal will unduly hinder the progress of the action:*** As noted, Laurentian has achieved significant labour cost reductions of over \$31M per year and now has sufficient liquidity. Its major objective has been achieved and approved by the CCAA Judge. There is no "risk that an appeal would be a distraction from restructuring efforts" which was the past reason this Court gave to deny leave on the sealing order leave motion dated March 31, 2021 (Sealing Order Leave Decision, para. 39). The proposed appeal will not hinder the progress of the remaining steps in Laurentian's

restructuring, will not hinder or impact the achieved labour concessions, nor will it have any material impact on the security, collateral or super-priority of the DIP Lender.

Second relief sought: the stay should be granted in respect of Thorneloe's motion and cross-motion

a) A single judge has jurisdiction to hear the stay motion

37. Section 7(2) of the *Courts of Justice Act*, R.S.O. 1990, c. C. 34 provides that a motion in the Court of Appeal shall be heard and determined by a single judge.

38. Rule 63.02(1)(b) of the *Rules of Civil Procedure* allows an interlocutory or final order to be stayed on such terms as are just by an order of a judge of the court to which an appeal has been taken.

b) There is a serious issue to be adjudicated

39. There are serious issues to be adjudicated on this proposed appeal as noted herein. This branch of the stay test sets a low threshold that the matter not be “vexatious or frivolous.” The issues that will be raised by Thorneloe on appeal readily meet this requirement.

c) Refusing to grant the stay would cause irreparable harm

40. Irreparable harm that would arise if the Decision in respect of Thorneloe's motions is not stayed include the following.

41. First, if not stayed, Laurentian will proceed to remove Thorneloe's courses and programs from the Laurentian curriculum and Thorneloe will have no source of grant or tuition income as of May 3, 2021, the day after the release of the CCAA Judge's endorsement. Thorneloe will have to terminate its faculty and staff, triggering severance pay obligations and resulting in the termination of its programs and 140 courses as well undetermined additional liabilities. Farber estimates that Thorneloe will suffer losses and additional costs and liabilities of at least \$13.5M over the next 5 years, plus a possible, as yet undetermined, pension liability and other new liabilities that may arise on termination of the Federation Agreement.

42. Second, Laurentian's removal of Thorneloe's courses and programs from the available online catalogue can cause irreparable harm to the approximately 2,500 students who would not be allowed to take the courses and programs of their choice produced by Thorneloe and will be forced to choose different programs, majors, minors, and courses at Laurentian, or they will have to leave the university to complete their degrees elsewhere.

43. Third, there will be more collateral economic and other harm to families and outside businesses in the Sudbury community who have relationships with Thorneloe, and who have already been negatively impacted by the mass employee terminations at Laurentian.

44. Fourth, there will be undermined costs and complications arising from the disentanglement of Thorneloe from its substantial integration with Laurentian and resulting disputes over property, and the buildings owned by Thorneloe that can lead to litigation and increased costs into the future.

d) The balance of convenience favours the stay

45. In contrast, there is minimal discernible harm or inconvenience to Laurentian if the stay is granted. The stay would allow the federated regime with Thorneloe, which has been in place for over 60 years, to continue pending the appeal.

46. Further, there is no prejudice to the DIP Lender in respect of the security, collateral or super-priority of its loan.

47. Finally, as indicated above, Thorneloe seeks to have this leave to appeal and appeal dealt with on an expedited basis.

48. The balance of convenience favours granting the stay.

Additional grounds

49. The CCAA Judge released two short endorsements on May 2, 2021 (at 10:12 pm) dismissing Thorneloe's motion and cross-motion "with reasons to follow". On May 7 and 14, 2021, the CCAA Judge released Reasons with respect to the hearing held before him on April 29, 2021. Further particular grounds for these motions may be set out in an Amended Notice of Motion following the release of the CCAA Judge's reasons.

50. Rules 1.04, 1.05, 61.03, 61.03.1, and 63.02 of the *Rules of Civil Procedure*;

51. Sections 11, 13, 14, 18.6, 32 and 33 of the CCAA;

52. *An Act to Incorporate Thorneloe University*, S.O. 1960-1961, c. 135;

53. *An Act to Incorporate Laurentian University*, S.O. 1960, c. 151;

54. *An Act Incorporating Huntington University*, S.O. 1960, c. 143;
55. *Act to Incorporate Sacred Heart College of Sudbury*, S.O. 1914, c. 131;
56. *An Act respecting Sacred Heart College of Sudbury*, S.O. 1957, c. 160;
57. Such further grounds as counsel may advise and this Honourable Court may deem just.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. The Endorsements and Reasons of the CCAA Judge, dated May 2, 2021, May 7 and 14, 2021;
- 1.1 The Orders of the CCAA Judge, dated May 2, 2021;
2. The Affidavit of the Rev. Canon Dr. John Gibaut, sworn April 19, 2021;
3. The Affidavits of Allan Nackan, of A. Farber & Partners Inc., sworn April 19 and 28, 2021;
4. The Affidavit of Sydney Edmonds, sworn on April 15, 2021;
- 4.1 The Affidavit of the Rev. Canon Dr. John Gibaut, sworn May 25, 2021;
5. The cross-examination transcript of Robert Haché, dated April 23, 2021, on his Affidavits sworn January 30, 2021 and April 21, 2021;

6. The responses to Undertakings, Advisements and Refusals given by Robert Haché at his April 23, 2021 cross-examination;
7. The questions and responses made to the Monitor and/or the DIP Lender;
8. Relevant excerpts from the materials filed in the Court below on the motions before the CCAA Judge;
9. Orders and endorsements of the Court made in this CCAA proceeding;
10. The Monitor's Reports filed in the CCAA proceeding; and
11. Such further and other material as counsel may advise and this Honourable Court permits.

May 31, 2021

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Lawyers for the Moving Party,
Thorneloe University

TO: SERVICE LIST

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.
1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
LAURENTIAN UNIVERSITY OF SUDBURY**

Court of Appeal File No.:
Superior Court File No.: CV-21-656040-00CL

Applicant

COURT OF APPEAL FOR ONTARIO

Proceeding commenced at Toronto

**AMENDED NOTICE OF MOTION FOR LEAVE
TO APPEAL AND STAY PENDING APPEAL**

(motion under Rule 61.03.1 and Rules 13 and 14 of
the CCAA for an order granting leave to appeal from
the Endorsement of the Superior Court Chief Justice
Morawetz dated May 2, 2021)

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TAB 2

06-May-2021 *FB*

REGISTRAR / GREFFIER
COUR D'APPEL DE L'ONTARIO

M52471

Court of Appeal File No.:
Superior Court File No.: CV-21-656040-00CL

COURT OF APPEAL FOR ONTARIO

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, C. c-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF LAURENTIAN UNIVERSITY OF SUDBURY**

NOTICE OF MOTION

FOR LEAVE TO APPEAL AND STAY PENDING APPEAL

The Moving Party, Thorneloe University, a university pursuant to *An Act to Incorporate Thorneloe University*, S.O. 1960-1961, c. 135 ("**Thorneloe**"), will make a motion under Rule 61.03.1 and Rules 13 and 14 of the CCAA for an order granting leave to appeal from the Endorsement of the Superior Court Chief Justice Morawetz dated May 2, 2021 to the Court on a date to be fixed by the Registrar, at Osgoode Hall, 130 Queen Street West, Toronto, Ontario, M5H 2N5.

PROPOSED METHOD OF HEARING: The motion is to be heard in writing, videoconference, or as otherwise directed by the Court.

THE MOTION IS FOR:

1. **AN ORDER** granting Thorneloe leave to appeal to the Court of Appeal for Ontario from the orders of Chief Justice Morawetz (the "**CCAA Judge**") in his endorsement dated May 2, 2021, with reasons to follow, (the "**Decision**"), wherein he:

(a) dismissed Thorneloe's motion under section 32 of the CCAA opposing the Notice of Disclaimer sent by Laurentian University ("**Laurentian**") on April 1, 2021, which sought to disclaim:

- i. the Federation Agreement between Laurentian and Thorneloe, dated 1962 (the "**Federation Agreement**"); and
- ii. the Financial Distribution Notice between Laurentian and Thorneloe dated May 1, 2019, amending the Proposed Grant Distribution and Services Fees agreement between Laurentian, the University of Sudbury, Thorneloe, and Huntington University dated November 10, 1993 (the "**Financial Distribution Notice**") (collectively, the "**Agreements**"); and

(b) dismissed Thorneloe's and University of Sudbury's joint cross-motion for an order *inter alia* deleting a newly-added condition to the DIP Loan Amendment Agreement dated April 20, 2021, which made the payment of the next \$10M tranche of the original DIP loan and the extension of the DIP loan maturity date conditional on the CCAA Court rendering a "final" decision enforcing the disclaimers by May 1, 2021;

2. **AN ORDER** staying the Decision pursuant to Rule 63.02 of the *Rules of Civil Procedure*;

3. **AN ORDER** that this motion be heard on an expedited basis;

4. **AN ORDER** if necessary, waiving or abridging the time for notice, service and filing in connection with this motion and validating the manner for service of the Notice of Motion and motion materials herein;
5. Costs; and
6. Such further and other relief as this Honourable Court considers just.

THE GROUNDS FOR THE MOTION ARE:

Background

1. Thorneloe is one of three universities that are federated with Laurentian along with the University of Sudbury and Huntington University (collectively, the "**Federated Universities**"). All three have been federated with Laurentian since the universities' inceptions around 1960. The Federated Universities and Laurentian are highly integrated and were designed to operate together as "one university".¹
2. The Federation Agreements for Thorneloe (and the other Federated Universities) do not have termination provisions. The federations with Laurentian were intended to be "permanent".
3. Thorneloe is also a creditor of Laurentian.

¹ Other Canadian universities that have adopted the federation model and entered into federation agreements with other universities and colleges include: Carleton University, University of Alberta, University of Ottawa, University of Regina, University of Saskatchewan, University of Toronto, University of Waterloo, and Western University.

Laurentian's financial problems

4. Laurentian has been experiencing financial difficulties for years caused by a number of factors, including:

- (a) serious financial mismanagement by the Laurentian administration, including a failure to contain costs in the face of reductions to its revenue first identified in 2008-2009;
- (b) low student enrollment and retention, and reductions to provincial funding in 2019-2020;
- (c) continuing to run courses and programs with low or no student enrollments; and
- (d) a costly campus modernization project that Laurentian launched in 2014, which failed to increase revenues and resulted in even more debt for Laurentian.

5. Thorneloe is not the cause of the Laurentian's financial problems, does not cost Laurentian any funds, is well-managed and is solvent (at this time).

6. The Ontario government has been aware for many months prior to the CCAA filing of Laurentian's financial mismanagement and problems. Despite its prior knowledge and it being on the CCAA Service List, the Ontario government has been conspicuously absent in Laurentian's CCAA proceedings.

7. In September 2020, Laurentian retained Ernst & Young as a financial advisor. Four months later on February 1, 2021, as Laurentian careened toward a financial crisis and was facing not making its next payroll payment, it applied *ex parte* and obtained protection from its creditors under the CCAA, by order of Morawetz C.J.

8. In so doing, the CCAA Judge gave an expansive interpretation to "debtor company" under section 2(1) of the CCAA and held that the definition could extend to a public university.

9. This case is the first time a public university was granted CCAA protection in Canada.

10. Laurentian also obtained the CCAA Court's approval of a DIP loan of \$25M from Firm Capital Corporation (the "**DIP Lender**"), pursuant to the DIP Agreement dated January 29, 2021. The CCAA Court's order provided for super-priority status on the collateral of the DIP loan and approved the DIP Lender's terms including its interest rate and additional fees.

11. The DIP Agreement also contained the following unique condition requiring Laurentian to negotiate a new collective agreement and resolve grievances with its major union, the Laurentian University Faculty Association ("**LUFA**"), in order for the loan maturity date to be extended past May 1, 2021:

...LU enters into a negotiated settlement with LUFA with respect to terminations to be effected, resolution of outstanding grievances, and the terms of a new collective agreement between LUFA and LU...

12. In a further unusual move, Laurentian also applied for the immediate appointment of a judicial mediator to start meetings with major stakeholders. The CCAA Judge issued the order on February 5, 2021 appointing Justice Dunphy as a judicial mediator. This was done without Thorneloe's or the other Federated Universities' knowledge or involvement. The mediation was also ordered to be confidential.

13. Over the next two months certain stakeholders held separate meetings with the mediator. As this Court has noted: "The mediation is intended to address various issues concerning Laurentian's restructuring, including a new collective agreement with LUFA, which represent 612 Laurentian faculty, accounting for 60% of the university's payroll" (Reasons for Decision dated March 31, 2021 on the sealing order leave motion; "**Sealing Order Leave Decision**").

14. This Court has also noted that "the restructuring ... will have to be largely completed by the end of April 2021" and that the "timeline is exceptionally short" (Sealing Order Leave Decision, para. 30).

15. On April 12 and 13, 2021, it was announced that Laurentian had reached significant concessions with its unions: 116 full-time faculty members will be terminated (about one third of the faculty), approximately 60 programs cancelled, and 42 non-faculty staff will also be terminated. 37 non-unionized employees are also terminated. In addition, there are additional salary reductions, certain increased workloads, and changes to work rules that generate further economic savings for Laurentian. In total, approximately 195 Laurentian employees have been terminated.

16. The labour concessions will save Laurentian \$30.3M to \$33.5M a year.
17. The new collective agreements fulfill the most significant condition in the above-noted DIP Agreement and the main requirement for the DIP Lender to extend the maturity date.
18. The labour concessions are stark for the terminated employees: they will not be paid any severance now, nor will they receive WEPPA. They will have their severance and other claims processed in an upcoming claims process in a CCAA Plan.
19. At the April 29, 2021 motions, Laurentian *inter alia*, sought approval for the new labour agreements, which the CCAA judge approved in the brief endorsement of May 2, 2021. Thorneloe did not oppose that relief.
20. The major financial objective of Laurentian's CCAA filing as noted by this Court – labour concessions – has been achieved and completed. The expert report of A. Farber & Partners Inc. ("**Farber**") who was retained by Thorneloe and is in the evidence summarizes:

4.14.1. Laurentian has generated significant savings from its negotiations with Laurentian University Faculty Association ("LUFA") and Laurentian University Staff Union ("LUSU") which range from approximately \$30.3 million to \$33.5 million annually.

This has substantially reduced Laurentian's forecast operational deficit from \$42.9 million to \$12.5 million in the year 2021-22 and results in a go-forward operational surplus of approximately between \$7.7 million to \$8.5 million annually thereafter.

Thorneloe is small relative to Laurentian but has a big impact

21. Thorneloe is a small component of the Laurentian federation, employing only 7 full time faculty members and a total staff of 28, whereas Laurentian employs 355 full-time faculty members and many more staff. Thorneloe's expenditures on salaries and benefits in 2020 were \$2.44M, compared to \$134M paid by Laurentian, or 1.82% thereof.

22. The Federated Universities and, in particular Thorneloe, plan and design courses in consultation with the Faculty of Arts, which are offered to all Laurentian students as part of the Laurentian curriculum. Laurentian students can seamlessly take courses prepared by Laurentian or the Federated Universities which all count toward their Laurentian degrees.

23. As part of the Laurentian curriculum, Thorneloe offers three programs that each have as a suite of courses: *Religious Studies*, *Ancient Studies* and *Women's, Gender and Sexuality Studies* (as well as a separate degree-granting Program in *Theology*). Laurentian's students can select one of the Thorneloe programs as their "major" for their Laurentian B.A. degree, or take individual Thorneloe courses as an elective for credit toward their Laurentian degrees in other majors.

24. For example, a Laurentian Architecture major can take a Thorneloe Ancient Studies course on "Roman Architecture", or a Nursing major can take a Thorneloe course Women's, Gender and Sexuality Studies course on "Violence Against Women".

25. Despite its small size, Thorneloe has a big impact for Laurentian students. In 2019-2020, Thorneloe taught 2,861 Laurentian students, representing 297 full-time equivalents ("FTEs"), 186 of which represent courses supporting other Laurentian programs.

Thorneloe's courses, professors and its student residence are popular, and help attract and retain Laurentian students.

The disclaimers seek to eliminate Thorneloe

26. On April 1, 2021 – two months after obtaining CCAA protection – Laurentian sent a Disclaimer Notice to Thorneloe (and the other Federated Universities) relying on section 32 of the CCAA to disclaim the Federated Agreements. Under section 32(5), the disclaimers take effect 30 days from the day "the debtor company gives notice" unless the counter party applies to court within 15 days for an order that the agreement not be disclaimed under section 32(2).

27. On April 2, 2021, Thorneloe wrote to Laurentian that it would oppose the disclaimers. Thorneloe applied to the Court for an order rejecting the disclaimers on April 14, 2021, within the 15-day period in section 32(2).

Laurentian's motive is to eliminate course competition from Thorneloe, which has no material impact on Laurentian and has nothing to do with labour costs

28. With Thorneloe, Laurentian now overreaches. Laurentian is taking advantage of the CCAA proceeding to try and eliminate Thorneloe, which it cannot do outside of a CCAA proceeding. As noted, the Federation Agreement does not have termination provisions and was intended to be "permanent".

29. The president of Laurentian, Robert Haché, admitted under cross-examination that Laurentian wants to eliminate the Federated University courses so it can force all students to take Laurentian-only courses and thereby increase tuition and grant revenue for

Laurentian. Laurentian's stated motive is to eliminate the Thorneloe courses that "compete" with Laurentian and its courses:

332 Q. And part of your solution is to stop students from being able to go, to sign up for courses at University of Sudbury, University de Sudbury and Thorneloe. You're trying -- you're stopping them by bringing that agreement to an end. And the only reason you're doing that, and it's the only reason is because you want those students, instead of taking courses at those Federated Universities, to take courses at Laurentian University, correct?

A. We have both the capacity and the need to provide those courses to our students, yes.

333 Q. So the answer to my question is yes, correct?

A. I believe I said yes.

30. The use of the insolvency system to eliminate a competitor has been held by the Courts to be an improper purpose:

29. I further find that the motive was to lessen competition.

...

44. While this case does not involve a bankruptcy petition, it does involve the placing of Laserworks into bankruptcy. In my view, it would be wrong to allow Datarite to do in the proposal process what it could not do by petition. Datarite's intention was to place Laserworks in bankruptcy. The motive was to remove a competitor. That motive reveals an improper purpose. The court will not allow to be done by the back door what may not be done by the front. ²

² *Laserworks Computer Services Inc., Re*, 1997 CarswellNS 179

If the disclaimers of the Agreements are upheld, Thorneloe will become a bankrupt

31. The evidence is uncontroverted in the expert report of Farber that if the disclaimers are upheld, Thorneloe's main source of revenue of grants and tuition will immediately cease, it will not be able to sustain its operations or continue paying its faculty and staff, and given its ongoing costs and liabilities, it will have to pursue an insolvency filing.

32. One Federated University, Huntington accepted its disclaimer, and entered into a deal with Laurentian to sell its on-line Gerontology program to Laurentian for \$599,000, and will continue to operate its student residence. Huntington cancelled all its courses at Laurentian as of May 3, 2021, and has ceased all teaching. It is in the process of terminating its faculty.

33. The University of Sudbury announced on March 12, 2021 that it would change to a francophone-only university. It has also cancelled all its courses at Laurentian as of May 3, 2021 and has ceased all teaching. Its separation from Laurentian, however, is not resolved and it is also objecting to the Disclaimer Notice that Laurentian delivered to it on April 1, 2021.

34. Thorneloe is in a different situation. It cannot survive on its own as a standalone university, has had no offer from Laurentian to buy its courses, and needs to continue teaching so it can obtain tuition and grant funds from the government, as it was set up to do with Laurentian since 1962.

The disclaimers do not meet the section 32 test in the CCAA

35. The disclaimers do not meet the factors in section 32 of the CCAA nor in the caselaw for a Court to uphold a disclaimer. The evidence is uncontroverted that the disclaimers would cause the insolvency of Thorneloe and certainly "significant financial hardship": section 32(4)(c). The disclaimers will also not "enhance the prospect of a viable compromise being made in respect of the company" since Thorneloe is small and not material to Laurentian's financial situation: section 32(4)(b). The motive of competition elimination as noted above is not a factor that justifies upholding a disclaimer under section 32.

36. The proposed appeal satisfies the four-point test for granting leave to appeal in a CCAA matter:

- (a) ***The point on appeal is of significance to the practice:*** The point on appeal deals with the authority of a CCAA judge to issue an order that authorizes a debtor to terminate agreements under section 32, in this case federation agreements of a public university, where the evidence shows that the motive is to eliminate the counterparty as a competitor, and where the counterparty is stayed from pursuing traditional legal remedies against the breaching debtor. It is also significant since this case is the first time the CCAA has been held to apply to a public university – which is not a "debtor company" in the usual CCAA commercial sense – and then deployed to disclaim agreements within public universities which are intended to be "permanent"

arrangements. This Court needs to review these new and novel issues and settle the law.

- (b) ***Whether the point raised is of significance to the action itself:*** The point is of significance to the action itself as it determines whether Thorneloe will become insolvent and closed down permanently, causing significant additional direct and collateral losses. On the other hand, the appeal will not impair Laurentian's significant labour savings, which were its main objective in its CCAA proceeding, nor will it materially enhance Laurentian's prospects in its CCAA Plan.
- (c) ***The appeal is prima facie meritorious and is not frivolous:*** The proposed appeal is *prima facie* meritorious and not frivolous as it relates to the legal test and parameters for section 32, which is not intended to allow a debtor free rein to terminate agreements – especially within a public university – and where the motive of the debtor is the elimination of a competitor.
- (d) ***Whether the appeal will unduly hinder the progress of the action:*** As noted, Laurentian has achieved significant labour cost reductions of over \$31M per year and now has sufficient liquidity. Its major objective has been achieved and approved by the CCAA Judge. There is no "risk that an appeal would be a distraction from restructuring efforts" which was the past reason this Court gave to deny leave on the sealing order leave motion dated March 31, 2021 (Sealing Order Leave Decision, para. 39). The proposed appeal will not hinder the progress of the remaining steps in Laurentian's

restructuring, will not hinder or impact the achieved labour concessions, nor will it have any material impact on the security, collateral or super-priority of the DIP Lender.

Second relief sought: the stay should be granted in respect of Thorneloe's motion and cross-motion

a) A single judge has jurisdiction to hear the stay motion

37. Section 7(2) of the *Courts of Justice Act*, R.S.O. 1990, c. C. 34 provides that a motion in the Court of Appeal shall be heard and determined by a single judge.

38. Rule 63.02(1)(b) of the *Rules of Civil Procedure* allows an interlocutory or final order to be stayed on such terms as are just by an order of a judge of the court to which an appeal has been taken.

b) There is a serious issue to be adjudicated

39. There are serious issues to be adjudicated on this proposed appeal as noted herein. This branch of the stay test sets a low threshold that the matter not be “vexatious or frivolous.” The issues that will be raised by Thorneloe on appeal readily meet this requirement.

c) Refusing to grant the stay would cause irreparable harm

40. Irreparable harm that would arise if the Decision in respect of Thorneloe's motions is not stayed include the following.

41. First, if not stayed, Laurentian will proceed to remove Thorneloe's courses and programs from the Laurentian curriculum and Thorneloe will have no source of grant or tuition income as of May 3, 2021, the day after the release of the CCAA Judge's endorsement. Thorneloe will have to terminate its faculty and staff, triggering severance pay obligations and resulting in the termination of its programs and 140 courses as well undetermined additional liabilities. Farber estimates that Thorneloe will suffer losses and additional costs and liabilities of at least \$13.5M over the next 5 years, plus a possible, as yet undetermined, pension liability and other new liabilities that may arise on termination of the Federation Agreement.

42. Second, Laurentian's removal of Thorneloe's courses and programs from the available online catalogue can cause irreparable harm to the approximately 2,500 students who would not be allowed to take the courses and programs of their choice produced by Thorneloe and will be forced to choose different programs, majors, minors, and courses at Laurentian, or they will have to leave the university to complete their degrees elsewhere.

43. Third, there will be more collateral economic and other harm to families and outside businesses in the Sudbury community who have relationships with Thorneloe, and who have already been negatively impacted by the mass employee terminations at Laurentian.

44. Fourth, there will be undermined costs and complications arising from the disentanglement of Thorneloe from its substantial integration with Laurentian and resulting disputes over property, and the buildings owned by Thorneloe that can lead to litigation and increased costs into the future.

d) The balance of convenience favours the stay

45. In contrast, there is minimal discernible harm or inconvenience to Laurentian if the stay is granted. The stay would allow the federated regime with Thorneloe, which has been in place for over 60 years, to continue pending the appeal.

46. Further, there is no prejudice to the DIP Lender in respect of the security, collateral or super-priority of its loan.

47. Finally, as indicated above, Thorneloe seeks to have this leave to appeal and appeal dealt with on an expedited basis.

48. The balance of convenience favours granting the stay.

Additional grounds

49. The CCAA Judge released a short endorsement on May 3, 2021 (at 10:12 pm) dismissing Thorneloe's motion and cross-motion "with reasons to follow". Further particular grounds for these motions may be set out in an Amended Notice of Motion following the release of the CCAA Judge's reasons.

50. Rules 1.04, 1.05, 61.03, 61.03.1, and 63.02 of the *Rules of Civil Procedure*;

51. Sections 11, 13, 14, 18.6, 32 and 33 of the CCAA;

52. *An Act to Incorporate Thorneloe University*, S.O. 1960-1961, c. 135;

53. *An Act to Incorporate Laurentian University*, S.O. 1960, c. 151;

54. *An Act Incorporating Huntington University*, S.O. 1960, c. 143;
55. *Act to Incorporate Sacred Heart College of Sudbury*, S.O. 1914, c. 131;
56. *An Act respecting Sacred Heart College of Sudbury*, S.O. 1957, c. 160;
57. Such further grounds as counsel may advise and this Honourable Court may deem just.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. The Endorsement of the CCAA Judge, dated May 2, 2021;
2. The Affidavit of the Rev. Canon Dr. John Gibaut, sworn April 19, 2021;
3. The Affidavits of Allan Nackan, of A. Farber & Partners Inc., sworn April 19 and 28, 2021;
4. The Affidavit of Sydney Edmonds, sworn on April 15, 2021;
5. The cross-examination transcript of Robert Haché, dated April 23, 2021, on his Affidavits sworn January 30, 2021 and April 21, 2021;
6. The responses to Undertakings, Advisements and Refusals given by Robert Haché at his April 23, 2021 cross-examination;
7. The questions and responses made to the Monitor and/or the DIP Lender;

8. Relevant excerpts from the materials filed in the Court below on the motions before the CCAA Judge;
9. Orders and endorsements of the Court made in this CCAA proceeding;
10. The Monitor's Reports filed in the CCAA proceeding; and
11. Such further and other material as counsel may advise and this Honourable Court permits.

May 3, 2021

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Lawyers for the Moving Party,
Thorneloe University

TO: SERVICE LIST

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.
1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
LAURENTIAN UNIVERSITY OF SUDBURY**

Court of Appeal File No.:
Superior Court File No.: CV-21-656040-00CL

Applicant

COURT OF APPEAL FOR ONTARIO

Proceeding commenced at Toronto

**NOTICE OF MOTION FOR LEAVE TO
APPEAL AND STAY PENDING APPEAL**

(motion under Rule 61.03.1 and Rules 13 and 14 of
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TAB 3

Court File No. CV-21-656040-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE CHIEF

)

SUNDAY, THE 2ND

JUSTICE MORAWETZ

)

DAY OF MAY, 2021

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
LAURENTIAN UNIVERSITY OF SUDBURY

Applicant



ORDER

(Thorneloe University motion re: Disclaimer of Federation Agreements and Joint Cross-Motion re: Amending the DIP Loan Amendment Agreement)

THIS MOTION, brought by Thorneloe University under section 32(2) of the *Companies' Creditors Arrangement Act* (the "CCAA") for an order that the two agreements in the Notice of Disclaimer of Laurentian University, dated April 1, 2021 not be disclaimed or resiliated (the "**Motion**"), and the Joint Cross-Motion of Thorneloe University and the University of Sudbury, dated April 22, 2021 for an order amending the DIP Loan Amendment Agreement, dated April 19, 2021 (the "**Cross-Motion**"), proceeded on April 29, 2021 by judicial videoconference via Zoom in Toronto, Ontario due to the COVID-19 pandemic.

ON READING the Motion Record of Thorneloe University dated April 15, 2021, the Supplementary Motion Record of Thorneloe University dated April 19, 2021, the Joint Notice of Cross-Motion of Thorneloe University and the University of Sudbury dated April 22, 2021, the Second Supplementary Motion Record of Thorneloe University dated April 28, 2021, and the

Compendium of Transcripts, Exhibits and Answers to Undertakings, Under Advisements and Refusals of Thorneloe University; the Third Report of Ernst & Young Inc. (the “**Monitor**”); and, the affidavits of Dr. Robert Haché sworn January 30, 2021 and April 21, 2021 and the exhibits thereto; the Compendium of Transcripts, Exhibits and Answers to Undertakings, Under Advisements and Refusals of the Applicant, dated April 26, 2021; and on hearing the submissions of counsel for Thorneloe University, counsel for the University of Sudbury, counsel for the Monitor, counsel for Laurentian University, counsel for the DIP Lender, and those other parties listed on the Counsel Slip, no one else appearing although duly served with the Motion Material as appears from the Affidavits of Service of Veronica De Leoz, sworn April 15, 2021, April 19, and April 28, 2021, and the Affidavit of Service of Sydney Edmonds, sworn April 23, 2021,

1. **THIS COURT ORDERS** that the Motion is dismissed and the Applicant’s Disclaimer of the Federation Agreement and Financial Distribution Notice with Thorneloe University is effective as of May 2, 2021.
2. **THIS COURT ORDERS** that the Cross-Motion is dismissed.



Chief Justice G.B. Morawetz

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c.
C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF **LAURENTIAN UNIVERSITY OF SUDBURY**

Court File No.: CV-21-656040-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at Toronto

ORDER
(Re: Disclaimer of Thorneloe
Federation Agreements and Amending the
DIP Loan Amendment Agreement)

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TAB 4

Court File No. CV-21-656040-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE CHIEF	)	SUNDAY, THE 2ND
	)	
JUSTICE MORAWETZ	)	DAY OF MAY, 2021

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
LAURENTIAN UNIVERSITY OF SUDBURY

Applicant

ORDER

(Extension of the Stay of Proceedings, Increase to DIP, Approval of Agreements)

THIS MOTION, brought by the Applicant pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") proceeded on April 29, 2021 by judicial videoconference via Zoom in Toronto, Ontario due to the COVID-19 pandemic.

ON READING the affidavits of Dr. Robert Haché sworn January 30, 2021 (the "**First Haché Affidavit**") and April 21, 2021 (the "**Second Haché Affidavit**") and the Exhibits thereto; the Compendium of Transcripts, Exhibits and Answers to Undertakings, Under Advisements and Refusals of the Applicant, the Motion Record of Thorneloe University dated April 15, 2021, the Supplementary Motion Record of Thorneloe University dated April 19, 2021, the Joint Notice of Cross-Motion of Thorneloe University and the University of Sudbury dated April 22, 2021, the Second Supplementary Motion Record of Thorneloe University dated April 28, 2021, and the Compendium of Transcripts, Exhibits and Answers to Undertakings, Under Advisements and Refusals of Thorneloe University; the Third Report of Ernst & Young Inc. (the "**Monitor**") dated April 26, 2021; and on hearing the submissions of counsel for the Applicant, counsel for the Monitor, and those other parties listed on the Counsel Slip, no one else appearing although

duly served with the Applicant's Motion Record as appears from the Affidavit of Service of Derek Harland sworn April 28, 2021,

AND UPON BEING SATISFIED that the Applicant has been and is acting in good faith for the purpose of section 11.02(3) of the CCAA;

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that service of the Applicant's Notice of Motion and the Applicant's Motion Record is hereby validated, so that its Motion is properly returnable today.
2. **THIS COURT ORDERS** that capitalized terms used herein that are not otherwise defined shall have the meaning ascribed to them in the Amended and Restated Initial Order dated February 11, 2021 (the "**Amended and Restated Initial Order**").

EXTENSION OF STAY PERIOD

3. **THIS COURT ORDERS** that the stay period as referred to in the Amended and Restated Initial Order is extended until and including August 31, 2021 (the "**Stay Period**").

DIP AMENDMENT

4. **THIS COURT ORDERS** that the Applicant is hereby authorized and empowered to obtain and borrow an additional principal amount of \$10,000,000 under the credit facility (the "**Amended DIP Facility**") provided by Firm Capital Corporation, as assigned to Firm Capital Mortgage Fund Inc. (the "**DIP Lender**") in order to finance the Applicant's working capital requirements and other general corporate purposes and capital expenditures, provided that total borrowings under such credit facility shall not exceed the aggregate principal amount of \$35,000,000, unless permitted by further Order of this Court.
5. **THIS COURT ORDERS** that the Amended DIP Facility shall be on the terms and subject to the conditions set forth in the Loan Amendment agreement between the Applicant and the DIP Lender dated April 20, 2021 (the "**Amended DIP Term Sheet**") attached as Exhibit "Z" to the Second Haché Affidavit, subject to such minor amendments as may be acceptable to the Applicant and the DIP Lender and approved by the Monitor.

6. **THIS COURT ORDERS** that the DIP Lender's Charge granted in the Amended and Restated Initial Order is increased to the maximum amount of \$35,000,000, maintains the same priority as provided for in the Amended and Restated Initial Order, and shall apply to the Amended DIP Term Sheet, the Amended DIP Facility, and all amounts advanced to the Applicant pursuant to the Amended DIP Facility.

7. **THIS COURT ORDERS** that, except as specifically amended herein, paragraphs 31(f) and 41-51 of the Amended and Restated Initial Order shall apply to the Amended DIP Term Sheet, the Amended DIP Facility, and the DIP Lender's Charge, as applicable.

APPROVAL OF RESTRUCTURING AGREEMENTS

8. **THIS COURT ORDERS** that the term sheet entered into between the Applicant and the Laurentian University Faculty Association ("**LUFA**") dated April 7, 2021 and attached as Exhibit "H" to the Second Haché Affidavit (the "**LUFA Term Sheet**"), together with all Schedules thereto, including but not limited to the Pension Term Sheet regarding the Retirement Plan of the Applicant and its Federated and Affiliated Universities, Registration No. 0267013 (the "**Pension Plan**"), is hereby approved *nunc pro tunc* and the Applicant is hereby authorized to take all steps and execute such additional documents as may be necessary or desirable to give effect to the LUFA Term Sheet.

9. **THIS COURT ORDERS** that the term sheet entered into between the Applicant and the Laurentian University Staff Union ("**LUSU**") dated April 5, 2021 and attached as Exhibit "I" to the Second Haché Affidavit (the "**LUSU Term Sheet**"), together with all Schedules thereto, including but not limited to the Pension Term Sheet regarding the Pension Plan, is hereby approved *nunc pro tunc* and the Applicant is hereby authorized to take all steps and execute such additional documents as may be necessary or desirable to give effect to the LUSU Term Sheet.

10. **THIS COURT ORDERS** that the Transition Agreement entered into between the Applicant and Huntington University ("**Huntington**") dated April 16, 2021 and attached as Exhibit "Q" to the Second Haché Affidavit (the "**Huntington Transition Agreement**") is hereby approved, and each of the Applicant and Huntington are hereby authorized to carry out the terms of the Huntington Transition Agreement. The Applicant and Huntington are hereby authorized to take such additional steps and execute such additional documents as may be

necessary or desirable for the completion of the Huntington Transition Agreement and the transactions contemplated therein.

11. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Applicant and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect the Applicant;

the terms of the Huntington Transition Agreement shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicant and shall not be void or voidable by creditors of the Applicant, nor shall it constitute nor deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

GENERAL

12. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or outside of Canada to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

13. **THIS COURT ORDERS** that each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative

body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.



Chief Justice Morawetz

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c.
C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF **LAURENTIAN UNIVERSITY OF SUDBURY**

Court File No.: CV-21-656040-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at Toronto

ORDER
(Extension of the Stay of Proceedings, Increase
to DIP, Approval of Agreements)

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Lawyers for the Applicant

TAB 5

CITATION: Laurentian University of Sudbury, 2021 ONSC 3230

COURT FILE NO.: CV-21-656040-00CL

DATE: 2021-05-02

SUPERIOR COURT OF JUSTICE - ONTARIO

**RE: IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED**

**IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF LAURENTIAN UNIVERSITY OF SUDBURY
SUPERIOR COURT OF
JUSTICE - ONTARIO**

BEFORE: Chief Justice G.B. Morawetz

COUNSEL: *D.J. Miller, Mitch W. Grossell, Andrew Hanrahan and Derek Harland*, for the Applicant

Ashley Taylor, Elizabeth Pillon and Ben Muller, for the Court-appointed Monitor
Ernst & Young Inc

Vern W. DaRe, for the DIP Lender

Susan Philpott, Charles Sinclair and David Sworn, Insolvency Counsel for LUFA

Tracey Henry and Danielle Stampley, for Laurentian University Staff Union
(LUSU)

Aryo Shalviri and Pamela Huff, for the Royal Bank of Canada

Andrew Hatnay, Demetrios Yiokaris, Sydney Edmonds and Eugene Meehan, Q.C.,
for Thorneloe University

Dylan Chochla and Stuart Brotman, for the Toronto Dominion Bank

André Claude, for the University of Sudbury

Donia Hashem, for the Canada Foundation for Innovation

Virginie Gauthier, for Lakehead University

George Benchetrit, for the Bank of Montreal

Joseph Bellissimo and Natalie Levine, for Huntington University

Gale Rubenstein and Bradley Wiffen, for the Financial Services Regulatory
Authority

Sarah Godwin, for the Canadian Association of University Teachers

David Salter and Peter J. Osborne, for the Board of Governors

Rachel Moses, for Royal Trust

Mark G. Baker and Andre Luzhetskyy, for Laurentian University Students' General Association

Michelle Pottruff, for the Ministry of Colleges and Universities

Charlotte Servant-L'Heureux, for the Assemblée de la francophonie de l'Ontario

Linda Chen, for the Information and Privacy Commissioner of Ontario

HEARD: April 29, 2021

RELEASED: May 2, 2021

ENDORSEMENT

[1] Thorneloe University ("Thorneloe") brings this motion under section 32(2) of the *Companies' Creditors Arrangement Act* ("CCAA") for an order that the following two agreements in the Notice of Disclaimer of Laurentian University of Sudbury ("Laurentian") dated April 1, 2021 are not to be disclaimed or resiliated:

- a. the Federation Agreement between Laurentian and Thorneloe, dated 1962 (the "Federation Agreement"); and,
- b. the Financial Distribution Notice between Laurentian and Thorneloe dated May 1, 2019, amending the Proposed Grant Distribution and Services agreement between Laurentian, the University of Sudbury, Thorneloe University, and Huntington University dated November 10, 1993 (the "Financial Distribution Notice") (collectively, the "Agreements");

and, for an order amending the Loan Amendment Agreement dated April 20, 2021 (the "DIP Amendment Agreement"), to delete the following condition:

4. The Disclaimers of the Borrower's Federation Agreements and Financial Distribution Notices with each of Huntington University, Thorneloe University and the University of Sudbury (collectively, the "Federated Universities") issued on April 1, 2021 shall become effective, binding and final on May 1, 2021 (the "New Disclaimer Term").

- [2] This motion was heard via Zoom on April 29, 2021.
- [3] The University of Sudbury also brought a motion pursuant to section 32(2) of the CCAA with respect to a Federation Agreement between Laurentian and the University of Sudbury. This motion was heard via Zoom on April 30, 2021 by Gilmore J.
- [4] This endorsement is being released concurrently with the endorsement of Gilmore J.
- [5] For reasons to follow, Thorneloe's motion is dismissed.



Chief Justice G.B. Morawetz

Date: May 2, 2021

TAB 6

CITATION: Laurentian University of Sudbury, 2021 ONSC 3271

COURT FILE NO.: CV-21-656040-00CL

DATE: 2021-05-02

SUPERIOR COURT OF JUSTICE - ONTARIO

**RE: IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED**

**IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF LAURENTIAN UNIVERSITY OF SUDBURY
SUPERIOR COURT OF
JUSTICE - ONTARIO**

BEFORE: Chief Justice G.B. Morawetz

COUNSEL: *D.J. Miller, Mitch W. Grossell, Andrew Hanrahan and Derek Harland*, for the Applicant

Ashley Taylor, Elizabeth Pillon and Ben Muller, for the Court-appointed Monitor Ernst & Young Inc

Vern W. DaRe, for the DIP Lender

Susan Philpott, Charles Sinclair and David Sworn, Insolvency Counsel for LUFA

Tracey Henry and Danielle Stampley, for Laurentian University Staff Union (LUSU)

Aryo Shalviri and Pamela Huff, for the Royal Bank of Canada

Andrew Hatnay, Demetrios Yiokaris, Sydney Edmonds and Eugene Meehan, Q.C., for Thorneloe University

Dylan Chochla and Stuart Brotman, for the Toronto Dominion Bank

André Claude, for the University of Sudbury

Donia Hashem, for the Canada Foundation for Innovation

Virginie Gauthier, for Lakehead University

George Benchetrit, for the Bank of Montreal

Joseph Bellissimo and Natalie Levine, for Huntington University

Gale Rubenstein and Bradley Wiffen, for the Financial Services Regulatory Authority

Sarah Godwin, for the Canadian Association of University Teachers

David Salter and Peter J. Osborne, for the Board of Governors

Rachel Moses, for Royal Trust

Mark G. Baker and Andre Luzhetskyy, for Laurentian University Students' General Association

Michelle Pottruff, for the Ministry of Colleges and Universities

Charlotte Servant-L'Heureux, for the Assemblée de la francophonie de l'Ontario

Linda Chen, for the Information and Privacy Commissioner of Ontario

HEARD: April 29, 2021

RELEASED: May 2, 2021

ENDORSEMENT

[1] Laurentian University of Sudbury ("Laurentian" or the "Applicant") brings this motion for an Order (the "Order") substantially in the form attached at Tab 3 of the Motion Record of the Applicant dated April 21, 2021 that, among other things:

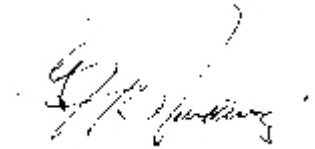
- (a) extends the Stay Period to and including August 31, 2021;
- (b) approves the Term Sheet entered into between the Applicant and the Laurentian University Faculty Association ("LUFA"), together with all Schedules;
- (c) approves the Term Sheet entered into between the Applicant and the Laurentian University Staff Union (LUSA"), together with all Schedules;
- (d) approves the Transition Agreement entered into between the Applicant and Huntington University dated April 16, 2021;
- (e) approves an Amendment (the "DIP Amendment") to the Applicant's DIP facility that, among other things, increases the principal amount available under the DIP Facility by an additional \$10 million; and

(f) increases the DIP Lender's Charge granted in the Amended and Restated Initial Order dated February 11, 2021 to a maximum principal amount of \$35 million.

[2] The motion was heard via Zoom on April 29, 2021.

[3] This endorsement should be read in conjunction with my earlier endorsement of May 2, 2021 and the endorsement of Gilmore J, also dated May 2, 2021.

[4] For reasons to follow, this motion is granted and an Order shall issue substantially in the form attached at Tab 3 of the Motion Record.



Chief Justice Geoffrey B. Morawetz

Date: May 2, 2021

TAB 7

CITATION: Laurentian University of Sudbury, 2021 ONSC 3272

COURT FILE NO.: CV-21-656040-00CL

DATE: 2021-05-07

SUPERIOR COURT OF JUSTICE - ONTARIO

**RE: IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED**

**IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF LAURENTIAN UNIVERSITY OF SUDBURY**

BEFORE: Chief Justice G.B. Morawetz

COUNSEL: *D.J. Miller, Mitch W. Grossell, Andrew Hanrahan and Derek Harland*, for the Applicant

Ashley Taylor, Elizabeth Pillon and Ben Muller, for the Court-appointed Monitor Ernst & Young Inc

Vern W. DaRe, for the Firm Capital Corporation, the DIP Lender

Susan Philpott, Charles Sinclair and David Sworn, Insolvency Counsel for Laurentian University Faculty Association (LUFA)

Tracey Henry and Danielle Stampley, for Laurentian University Staff Union (LUSU)

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Mark G. Baker and Andre Luzhetskyy, for Laurentian University Students' General Association

Michelle Pottruff, for the Ministry of Colleges and Universities

Charlotte Servant-L'Heureux, for the Assemblée de la francophonie de l'Ontario

Linda Chen, for the Information and Privacy Commissioner of Ontario

HEARD: April 29, 2021

DECISION RELEASED: May 2, 2021

REASONS: May 7, 2021

ENDORSEMENT

[1] On Sunday, May 2, 2021, the following endorsement was released:

[1] Thorneloe University ("Thorneloe") brings this motion under section 32(2) of the *Companies' Creditors Arrangement Act* ("CCAA") for an order that the following two agreements in the Notice of Disclaimer of Laurentian University of Sudbury ("Laurentian") dated April 1, 2021 are not to be disclaimed or resiliated:

(a) the Federation Agreement between Laurentian and Thorneloe, dated 1962 (the "Federation Agreement"); and,

(b) the Financial Distribution Notice between Laurentian and Thorneloe dated May 1, 2019, amending the Proposed Grant Distribution and Services agreement between Laurentian, the University of Sudbury, Thorneloe University, and Huntington University dated November 10, 1993 (the "Financial Distribution Notice") (collectively, the "Agreements");

and, for an order amending the Loan Amendment Agreement dated April 20, 2021 (the "DIP Amendment Agreement"), to delete the following condition:

4. The Disclaimers of the Borrower's Federation Agreements and Financial Distribution Notices with each of Huntington

University, Thorneloe University and the University of Sudbury (collectively, the “Federated Universities”) issued on April 1, 2021 shall become effective, binding and final on May 1, 2021 (the “New Disclaimer Term”).

[2] This motion was heard via Zoom on April 29, 2021.

[3] The University of Sudbury also brought a motion pursuant to section 32(2) of the CCAA with respect to a Federation Agreement between Laurentian and the University of Sudbury. This motion was heard via Zoom on April 30, 2021 by Gilmore J.

[4] This endorsement is being released concurrently with the endorsement of Gilmore J.

[5] For reasons to follow, Thorneloe’s motion is dismissed.

[2] These are my reasons.

BACKGROUND

[3] In 1960, Thorneloe, Huntington University (“Huntington”), and the University of Sudbury (“U Sudbury”) (collectively, the “Federated Universities”), were established by the Anglican, United and Roman Catholic churches, respectively. As religiously affiliated institutions, they were not eligible for government funding. The Province of Ontario passed an *Act to Incorporate Laurentian University of Sudbury*, S.O. 1960, c. 151, and Laurentian was established. On September 10, 1960, U Sudbury and Huntington entered into Federation Agreements with Laurentian and in 1962, Thorneloe entered into a Federation Agreement with Laurentian (collectively, the “Federation Agreements”).

[4] The Federated Universities agreed to suspend degree-granting authority (other than Theology, in the case of Thorneloe and Huntington) and effectively operate as a single university. The Federated Universities would teach courses to students for credit at Laurentian. Funding from the provincial government was provided to the Federated Universities, through Laurentian.

[5] The arrangement among the Federated Universities to distribute government grants is set out in the Proposed Grant Distribution and Services Fees Agreement dated November 10, 1993.

[6] The funding arrangement was changed commencing in the 2019 – 2020 academic year, per the Financial Distribution Notice.

[7] Laurentian wants to disclaim the Federation Agreements and the Financial Distribution Notice with respect to Thorneloe and U Sudbury.

[8] As referenced in the Third Report of the Monitor, the Federated Universities do not admit or register their own students, nor do they grant their own degrees (with the exception of Theology

at Huntington and Thorneloe). All Federated University programs and courses are offered through Laurentian, and all students apply for admission to Laurentian. Students who enroll in a program at Laurentian may take elective courses at any or all of the Federated Universities as well as Laurentian. Students enrolled in programs, courses, majors and minors that are administered by the Federated Universities are students of Laurentian, and these courses are credited towards a degree from Laurentian. Laurentian provides certain services to the Federated Universities, however, each of the Federated Universities is separately governed and manages its finances separately from Laurentian and each other.

[9] The Monitor also reported that as all students are students of Laurentian regardless of whether they are enrolled in programs or take courses at one of the Federated Universities, the Federated Universities do not directly bill or collect tuition. Laurentian manages admission. Students are billed tuition by Laurentian. Students then choose courses from a Laurentian course catalogue which includes courses offered through the Federated Universities.

[10] While Laurentian does not receive grant revenue or tuition revenue that is directly intended for the benefit of the Federated Universities, Laurentian and the Federated Universities have certain financial agreements in place pursuant to which Laurentian receives, allocates and distributes a portion of Laurentian's revenue to the Federated Universities in accordance with the funding formula (the "Federated Funding Formula"). Through this Federated Funding Formula, Laurentian compensates the Federated Universities for delivering programs and services to Laurentian students. The key terms of the Federated Funding Formula include the following:

- (a) A portion of provincial grants received by Laurentian are distributed to the Federated Universities based on the proportion of students enrolled in the Federated Universities' programs;
- (b) A portion of tuition fees received by Laurentian are distributed to the Federated Universities based upon student enrolment and courses offered through the Federated Universities; and
- (c) An offsetting charge for service fees charged by Laurentian to the Federated Universities in exchange for Laurentian providing certain support services to the Federated Universities (calculated as 15% of grant and tuition revenues distributed to the Federated Universities).

[11] As of the fall 2020 academic term, there were 417 students enrolled in full-time and part-time programs through the three Federated Universities (271 full-time equivalents). This includes 91 full-time and part-time students of Thorneloe (62.8 full-time equivalents), 108 full-time and part-time students at U Sudbury (69.6 full-time equivalents), and 163 full-time and part-time students at Huntington (103.2 full-time equivalents). The remaining students are enrolled in programs jointly offered by the Federated Universities.

[12] Students who enrolled at Laurentian have had the ability to take elective courses at any or all of the Federated Universities, as well as at Laurentian. The main activity of both U Sudbury

and Thorneloe is to offer elective courses through the Faculty of Arts for students enrolled in the Applicant's programs.

[13] Each of the Federation Agreements contains an aspirational statement which addresses the Federated relationship:

[B]oth Laurentian University and [the Federated University] declare and express the firm hope and conviction that the relationship between the Universities established by this agreement will be a permanent one... [a]nd to build a great institution of learning which shall forever be bilingual and nondenominational in its character.

[14] Laurentian has Indenture Agreements with each of the Federated Universities, pursuant to which the Federated Universities lease land owned by Laurentian and on which they have constructed their own buildings. Each indenture provides for lease terms of 99 years, with the possibility of further renewal.

[15] The indentures contain termination provisions which allow for the termination of the indenture if the relevant Federated University withdraws from the Federation with the Applicant. No notice of disclaimer was issued by Laurentian in respect of any of the indentures and the indentures are not the subject matter of this motion.

[16] Laurentian takes the position that the main activity of the Federated Universities is offering elective courses that are administered for Laurentian's students. Each time a Laurentian student takes an elective course through the Federated Universities, rather than an elective through Laurentian, that represents lost tuition revenue to Laurentian.

[17] Laurentian takes the position that in fiscal year 2020, as a result of Laurentian students' enrolment in programs and courses through the Federated Universities, Laurentian transferred to the Federated Universities approximately \$3.5 million in total grants, \$5.3 million in net tuition and \$0.3 million in material fees, for a total of \$9.1 million. That amount was offset by the administrative services fee of approximately \$1.4 million, for a net transfer from Laurentian to the Federated Universities of approximately \$7.7 million in fiscal year 2020.

[18] Laurentian has approximately 9,300 undergraduate and graduate students. Laurentian asserts that its Faculty of Arts has the ability and capacity to offer a range of alternative electives to its students, such that there is no need for Laurentian to lose revenue because its students take elective courses offered through the Federated Universities. Since students enrolled in programming offered by the Federated Universities can otherwise be accommodated and enrolled in programs offered by Laurentian, Laurentian asserts that a substantial portion of the grant revenue represents lost revenue for Laurentian. Laurentian and the Monitor concede that Laurentian will not be able to accommodate 100% of the displaced students but anticipate that it will be able to accommodate most of them.

[19] Laurentian also asserts that approximately 70% of its revenues in 2019-2020 is comprised of tuition and grant funding, and, due to the freeze of tuition fees, Laurentian cannot increase

revenue through tuition fees. Thus, the only opportunity for Laurentian to fully utilize the revenue it receives in respect of its students is for them to be enrolled in programs and courses at Laurentian.

[20] Thorneloe presents the facts from its viewpoint. It considers that the funds flow through Laurentian to Thorneloe pursuant to the Financial Distribution Notice. The funds do not belong to Laurentian and the funds do not represent a subsidy. As set out in the Financial Distribution Notice, Laurentian charges Thorneloe an additional 15% of Thorneloe's earned government grants and tuitions.

[21] Thorneloe also points out that it is a small component of the Laurentian Federation, employing a total workforce of 28, including seven full-time faculty members, 12 sessional faculty members, six staff and three casual staff.

[22] Notwithstanding its small size, Thorneloe contends that it has a big impact. In 2019-2020, Thorneloe taught 2861 Laurentian students, representing 297 full-time equivalents ("FTEs"). In 2020-2021, Thorneloe taught slightly fewer (2477) Laurentian students, after it made the decision to close underperforming programs.

[23] Thorneloe also contends that the financial problems of Laurentian are not attributable to Thorneloe or the Federation model.

CCAA PROCEEDINGS

[24] Laurentian obtained an initial stay of proceedings under the CCAA on February 1, 2021. The objective of the CCAA filing was the subject of comment in the affidavit of Dr. Robert Haché, sworn January 30, 2021, filed in support of the initial application. Section VIII covers the "Proposed Restructuring of Laurentian", the "Evaluation of the Federated Universities Model" and the "Restructuring of Program Offerings".

[25] Paragraph 295 of the affidavit reads as follows:

The Laurentian 2.0 framework seeks to accomplish the foregoing through:

- (a) **Restructuring the Academic Model** by streamlining academic programming and delivery through the reduction of number of programs, restructuring academic supports and terminating the agreements and relationship with the Federated Universities; and
- (b) **Restructuring the Business Model** by updating business operations, restructuring existing obligations through a compromise in the CCAA and ultimately balancing the budget.

[26] Paragraph 298 reads, in part, as follows:

[298] More particularly, during this CCAA proceeding, LU (“Laurentian”) intends to:

...

(b) re-evaluate the Federated Universities model in such a way that the historic significance of the Federated Universities can be preserved while ensuring that the relationships reflect the current realities of each organization;

[27] Paragraphs 299 – 301 read as follows:

[299] In 2019, LU provided notice of a change in the funding agreement between LU and each of the Federated Universities. While this amendment was necessary to make the funding arrangements consistent with metrics in respect of tuition and grants from the Province, further work is required. LU estimates that the Federated Universities model costs LU approximately \$5 million each year.

[300] Currently, the Federated Universities have duplicate organizational infrastructure, functions and services. Although LU respects the autonomy of the Federated Universities, the Federated Universities also have financial challenges. One successful outcome of this CCAA proceeding may be the remolding of the Federated Universities model in such a way that creates economies of efficiency for LU and the Federated Universities while maintaining the historical significance and identities of the Federated Universities.

[301] This Court-supervised proceeding will assist LU in focusing its discussions and negotiations with leadership of the Federated Universities to arrive at a compromise and solution that is acceptable and, more importantly, ensures the long-term sustainability of LU. If necessary, LU may utilize the proposed mediation to address and resolve the Federated Universities model.

[28] The Honourable Justice Sean Dunphy conducted a judicial mediation to address a number of issues facing Laurentian. Although the contents of any discussions have not been made public, it is apparent that the issues as between Laurentian and the Federated Universities were discussed but were not resolved.

[29] On April 1, 2021, Laurentian gave Notice to Disclaim or Resiliate an Agreement with Thorneloe and with U Sudbury. The notice covered both the Federation Agreements and the Financial Distribution Notice.

[30] The Monitor approved the Notices of Disclaimer.

[31] On April 15, 2021, Thorneloe delivered a Motion Record opposing the Notice of Disclaimer issued to Thorneloe.

[32] U Sudbury also delivered a Motion Record opposing the Notice of Disclaimer. The motion was the subject of a bilingual hearing before Gilmore J.

ISSUE

[33] Thorneloe submits there is one issue to be determined on this motion: should the court prohibit the disclaimer?

ANALYSIS

[34] Section 32 of the CCAA addresses the disclaimer or resiliation of agreements.

[35] The debtor company may, on notice to the other parties to an agreement and the monitor, disclaim or resiliate an agreement to which the company is a party at the commencement of the CCAA proceedings: s. 32(1). The monitor must approve the proposed disclaimer or resiliation. Otherwise, the debtor is required to make an application to the court for an order that the agreement be disclaimed or resiliated: ss. 32(1) and (3). The counterparty has 15 days to make an application to the court opposing the disclaimer or resiliation: s. 32(2). In deciding whether to make the order, the court is to consider, among other things, the factors set out in s. 32(4), which read as follows:

Factors to be considered

(4) In deciding whether to make the order, the court is to consider, among other things,

- (a) whether the monitor approved the proposed disclaimer or resiliation;
- (b) whether the disclaimer or resiliation would enhance the prospects of a viable compromise or arrangement being made in respect of the company; and
- (c) whether the disclaimer or resiliation would likely cause significant financial hardship to a party to the agreement.

[36] Thorneloe makes the following arguments in opposition to the disclaimer:

- (a) Thorneloe did not cause Laurentian's financial problem;
- (b) The disclaimer will result in significant financial hardship for Thorneloe and result in Thorneloe having to make an insolvency filing pursuant to the CCAA or the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3;

- (c) Thorneloe is immaterial to Laurentian's financial situation and therefore, the disclaimer would not result in a material improvement to Laurentian's restructuring;
- (d) The relationship between Laurentian and Thorneloe is not a commercial relationship to which the disclaimer provisions of the CCAA were intended to apply; and
- (e) Laurentian is acting in bad faith contrary to s. 18.6 of the CCAA.

[37] The Monitor approved the disclaimer for reasons set out in the Third Report as follows:

169. ... [I]t is the Monitor's view that the Notices of Disclaimer will enhance the prospects of a viable compromise or arrangement being made in respect of the Applicant. In fact, it is the Monitor's view that without the Notices of Disclaimer, the Applicant is unlikely to be able to complete a viable plan of compromise or arrangement.

...

172. While the net estimated savings achieved to date is significant and addresses the Applicant's operational deficit, it is unlikely to be sufficient to cover among other items: (a) the repayment of the DIP Facility (even if refinanced over time) and (b) payment of distributions to creditors pursuant to a plan of compromise or arrangement in connection with the compromise of their claims.

173. As a not-for-profit, LU is unable to issue equity to creditors. It has no or limited ability to service additional debt beyond the refinancing of the DIP. As set out above, LU has limited opportunity to drive increased revenue. Therefore, LU must, through its restructuring, generate sufficient savings to provide for the ability to make payments over time to its creditors in partial satisfaction of their claims. The savings generated to date through the LUFA Term Sheet, LUSU Term Sheet and non-union employee savings represent a significant component of the required savings, but not the entirety.

174. The Federated Universities model represents a significant cost to LU. In Fiscal 2020, LU transferred approximately \$7.7 million to the Federated Universities as a result of LU students taking programs and courses offered through the Federated Universities. This included the transfer of approximately \$3.5 million of grants received by LU, \$5.3 million in net tuition collected from LU students and \$0.3 million in material fees in respect of Federated Universities courses all offset by a 15% service fee of approximately \$1.4 million. ...

175. The Monitor understands that the majority of the funds transferred to the Federated Universities relates to the delivery by the Federated Universities of

elective courses taken by students enrolled in LU programs as opposed to students enrolled in programs offered through the Federated Universities.

176. In conducting its review of its academic offerings and operational restructuring model, LU determined that it has the ability and capacity to offer a comprehensive list of programs and courses to LU students from the suite of programs and courses delivered by LU faculty in the absence of continuing the Federated Universities relationship. As a result, LU determined that it could retain the vast majority of the funds transferred to the Federated Universities and continue to support students without incurring those incremental costs.

177. As a result, LU is of the view that savings estimated in the range of \$7.1 to \$7.3 million annually can be generated through the disclaimer of the Federated Universities as part of this restructuring.

178. The Monitor recognizes the potential financial hardship that the Notices of Disclaimer may have for the Federated Universities. However, given the additional savings required for LU to have a reasonable opportunity to put forward a viable plan of compromise or arrangement and effect a successful restructuring, the Monitor is of the view that the disclaimer of the Federated Universities agreements is necessary.

[38] To counter the submissions of Laurentian and the views and recommendations expressed by the Monitor, Thorneloe filed a Report on Financial Impact of Termination of Federated Agreement and Financial Distribution Agreement on Thorneloe University. The Report was prepared by Mr. Allan Nackan, a partner with A. Farber & Partners Inc. Mr. Nackan has been identified as an expert for the purposes of providing his opinion. I am satisfied that Mr. Nackan is an expert in the area of insolvency and restructuring. However, Mr. Nackan acknowledged in cross-examination that he is not an expert in terms of government funding of universities and that he has no prior experience in determining university funding. His lack of industry-specific experience has to be taken into account when considering his report and conclusions.

[39] It is also necessary to acknowledge the expertise of Ernst & Young Inc., the court-appointed Monitor. The Monitor is an officer of the court, with a duty to be neutral and objective: *Bell Canada International Inc. (Re)*, [2003] CarswellOnt No. 4537 (S.C.). The principals of Ernst & Young Inc., including Sharon Hamilton, who signed the Monitor's Third Report, are widely acknowledged as being experts in the field of insolvency and restructuring. Moreover, the Monitor has been involved since the proceedings began and has extensive knowledge of the Applicant's operations and restructuring efforts.

[40] Farber was retained to provide an opinion on whether the termination of the Federated Agreement and the Financial Distribution Notice would result in significant financial hardships to Thorneloe, and whether or not the termination would enhance Laurentian's prospects of a viable compromise or arrangement.

[41] Farber concludes the termination of the Federated Agreement will cause serious financial hardship to Thorneloe as a consequence of which Thorneloe will have to resort to a formal insolvency process.

[42] Farber also concludes that the termination of the Federated Agreement will have an immaterial impact on overall costs reduction in Laurentian's restructuring process and is unlikely to enhance prospects of Laurentian making a viable plan.

[43] In a supplementary report, Farber concludes that:

- Laurentian is not facing an immediate liquidity crisis on May 1, 2021;
- there is no compelling reason that would necessitate termination of the federated arrangement with Thorneloe on May 1, 2021;
- from a financial perspective, Laurentian and the DIP Lender have not provided information to support the need for a Disclaimer Deadline of May 1, 2021.

[44] A consideration of the s. 32(4) factors requires a balancing of interests. The subsection is silent with respect to the relative importance of any one of the factors to be considered and is not restricted to the listed factors. The test does, however, require the court to balance the benefit of the proposed disclaimer for Laurentian against the detrimental impact on Thorneloe. The disclaimer of a contract must be fair, appropriate and reasonable in all the circumstances. Ultimately, it is a discretionary decision to determine whether the disclaimer should be upheld. This discretion is exercised by weighing the competing interests and prejudice to the parties and assessing whether the disclaimer or resiliation is fair and reasonable.

[45] In my view, the considerations in the Third Report of the Monitor reflect a proper balancing of the competing interests of Laurentian and all stakeholders, including Thorneloe. The Third Report discusses the financial challenges facing Laurentian and proposes solutions that could enhance the prospects of a viable plan of compromise or arrangement, while acknowledging the potential financial hardship on the Federated Universities. The Farber Report and the Supplementary Farber Report focuses of the impact of the disclaimer on Thorneloe and the short term DIP Financing requirements. In narrowing its focus, the Farber Report does not take into account that in order to enhance the prospects of a viable plan of compromise or arrangement, it is often necessary to take into account the potential compromises that will have to be made by all stakeholder groups. For this reason, I have concluded that the Third Report of the Monitor has to be given greater weight than the Farber Report and the Supplementary Farber Report.

[46] Laurentian submits that the Courts have identified guiding principles for the analysis:

- (a) the recommendation of the Monitor is afforded significant weight in CCAA proceedings (see *Nortel Network Corp. Re*, 2018 ONSC 6257 at para. 27; *Aralez*

Pharmaceuticals Inc., Re, 2018 ONSC 6980 at para. 36; and *Aveos Fleet Performance Inc.*, 2012 QCCS 4074 at para. 50(f);

(b) the disclaimer does not need to be essential to the restructuring, it only need be advantageous and beneficial (see *Timminco Ltd., Re*, 2012 ONSC 4471 at para. 54 (“*Timminco*”); see also *Homberg Invest Inc.*, 2011 QCCS 6376 at para. 103);

(c) the threshold to establish “significant financial hardship” in opposing a disclaimer is high. There must be specific evidence of financial hardship. Mere loss or damage is not sufficient, and it must be likely that the hardship is caused by the disclaimer (see *Target Canada Co. Re*, 2015 ONSC 1028 at para. 26);

(d) the test to establish “significant financial hardship” is subjective and depends on an examination of the individual characteristics and circumstances of the counterparty (see *Timminco* at para. 60); and

(e) the Court should take into consideration the effect that the disclaimer will have on the outcome for all other unsecured creditors and be an equitable result that is dictated by the guiding principles of the CCAA (see *Timminco* at para. 62).

[47] There is no doubt that Laurentian has significant financial challenges. There is also no doubt that, if a successful restructuring is to be achieved, it must be done on an expedited basis. If Laurentian is to successfully restructure its affairs, it is essential that it maintain continuity of operations. The spring term commences May 3, 2021 and extends until the latter part of July 2021. The fall term commences at the beginning of September 2021. If the restructuring is to succeed, Laurentian must be in a position to provide assurances to both its students and faculty that it has a viable plan that will ensure continued operations for both the spring term, the fall term and beyond.

[48] Laurentian, with the assistance of the Monitor, identified a number of areas in which a financial restructuring was required. These include a downsizing of the number of programs being offered by Laurentian and also the necessity to arrive at new, sustainable collective agreements with LUFA and LUSA. These requirements and accommodations are set out in the motion to extend the stay of proceedings.

[49] Laurentian also identified, at the outset of the CCAA proceedings, that it would be necessary to have a fundamental readjustment or realignment with the Federated Universities.

[50] Although Thorneloe is of the view that its relationship with Laurentian has only a minor impact on the financial position of Laurentian, it seems to me that this view is far too narrow in scope. Laurentian has identified that if the disclaimers involving Thorneloe and U Sudbury are upheld, together with the revised agreement with Huntington, this will result in \$7.7 million of additional funds remaining with Laurentian on an annual basis. This calculation has been identified by the Monitor and, in my view, represents a real source of annual financial relief for Laurentian.

[51] Thorneloe counters by indicating that it is only one of three Federated Universities; the \$7.7 million figure cannot be attributed, in total, to Thorneloe. At first glance, this is an attractive

and persuasive argument. It does not, however, take into account that Huntington, in negotiating its settlement with Laurentian, has included what is known colloquially as a “most favoured nation” clause. Quite simply, if Thorneloe is able to negotiate a better alternative than the agreement negotiated by Huntington, Huntington is in a position to reopen negotiations with Laurentian to obtain similar treatment. Therefore, it seems to me that although there are three Federated Universities involved, their positions are interlinked and interrelated to such a degree that the \$7.7 million calculation is relevant to take into account on this motion.

[52] The Notices of Disclaimer are, in my view, central to the Applicant’s restructuring. The Disclaimer will result in millions of dollars of additional tuition and grant revenue remaining within Laurentian. As noted in both the affidavit of Dr. Haché and the Monitor’s Report, each time a Laurentian student takes an elective course offered through Thorneloe, revenue associated with that course is transferred from Laurentian to Thorneloe. Because the Applicant has the capacity to independently offer students the vast majority of all necessary programs and electives within its existing cost structure, each course taken by a Laurentian student through Thorneloe represents lost revenue for Laurentian.

[53] The Applicant contends that it simply cannot afford to continue its relationship with the Federated Universities. In order to right-size the University, Laurentian cannot continue paying for programs and courses supplied by the Federated Universities that it does not require and are revenue negative for Laurentian.

[54] The Applicant submits that it cannot simply “balance its budget” in order to achieve financial sustainability. It submits that it must generate positive cash flow from operations on an annual basis, prior to the funding of expenses, to achieve financial sustainability. In my view, this submission is consistent with the objective and necessity of achieving long-term sustainability.

[55] Laurentian has also submitted that the savings to be realized from the disclaimer are necessary for the purposes of submitting a viable plan. The Monitor is in agreement with this submission.

[56] Although the savings realized from the disclaimer do not, in isolation, represent a significant amount, in my view, that is not the end of the inquiry. In order to enhance the prospects of a viable plan of reorganization being put forward, it is necessary to assess the totality of what Laurentian is attempting to achieve in this restructuring.

[57] Laurentian suggests that savings have to be realized from a number of sources, including the Federated Universities. Without the total amount of savings being realized, Laurentian submits that it will be unable to put forward the basis of a plan that will be acceptable to its various constituents.

[58] It is necessary to take into account another factor, namely that there is evidence that Laurentian has achieved other milestones in its attempt to put forward a viable plan of reorganization. These include the revised relationships with LUFA and LUSA, the reduction in the number of courses, and the reduction in the number of staff. None of these milestones were realized without significant compromise and hardship being experienced by faculty, students and

the greater Sudbury community. Without such compromises, Laurentian will not be able to survive.

[59] It is also necessary to take into account the position of the DIP Lender. The DIP Lender has put forth a condition for its continued support and for increased financing. That condition is that the Disclaimer with respect to Thorneloe and U Sudbury had to be finalized by May 1, 2021, subject to any reserved decision of the court.

[60] Thorneloe challenges the position of the DIP Lender for two reasons. First, the condition relating to the Disclaimer was not a condition of the original DIP and was inserted only after the Notice of Disclaimer was issued. Second, the analysis performed by Farber indicates that the increased DIP Loan is not required until the latter part of June at the earliest.

[61] There is, in my view, no basis to question the legitimacy of the DIP Lender nor question the conditions that the DIP Lender has put forth with respect to any request to extend the DIP Loan and to increase the amount of the DIP Financing. The DIP Lender is entitled to take into account commercial reality in assessing its options.

[62] The DIP Lender is not a pre-existing lender to Laurentian, nor is there any evidence that the DIP Lender is engaged in a “loan to own strategy”. These facts distinguish this DIP Lender from a number of DIP lenders that have been involved in the cases referenced by counsel to Thorneloe, as referenced in Rostom and Fell, “Recent Trends in DIP Financing” (2016) 5-4 IIC Journal; *Essar Steel Algoma (Re)*, Endorsement of Newbould J. dated November 16, 2015; and *Great Basin Gold Ltd. (Re)*, 2012 BCSC 1459.

[63] It is also relevant to remember that this is not a situation where the Court is being asked to approve DIP financing with this DIP Lender. These approvals were granted in February 2021 with no party objecting and with no appeals being filed. It was a competitive process and the DIP Lender was one of eight potential DIP lenders identified at the outset of the proceedings.

[64] Thorneloe also takes issue with respect to the reluctance of a representative of the DIP Lender to be cross-examined or to answer any questions with respect to the DIP Financing.

[65] In response, Laurentian takes the position that the terms for the continued DIP were negotiated as part of a process of achieving a viable long-term plan. Second, although the increased DIP may not be necessary until mid-June, it is a requirement for any extension of the stay to provide a cash flow statement that takes into account the entirety of the Stay Period, and it is necessary to provide the necessary assurances to faculty and students that Laurentian will be able to operate for the next academic term, which commences May 3, 2021 and extends towards the middle to the latter part of July 2021. It is simply not feasible, from its standpoint, to operate without the continued DIP Facility and the certainty that the DIP Facility will be available throughout the entirety of the academic term and the Stay Period.

[66] With respect to the cross-examination of the DIP Lender, I note that no affidavit has been filed in these proceedings by a representative of the DIP Lender. In addition, the DIP Lender is not a pre-existing lender. The DIP Lender is not involved in any of the pre-CCAA DIP contractual

relationships. It is up to the debtor, with the assistance of the Monitor, to negotiate the terms of the DIP Financing. There is no evidence that the DIP Lender has any ulterior motive in negotiating the condition to extend additional financing and to extend the term.

[67] Thorneloe also raises the concern that the Disclaimer will result in significant financial hardship for Thorneloe and result in Thorneloe having to make insolvency filings pursuant to the CCAA or the *Bankruptcy and Insolvency Act*.

[68] There is no doubt that this is a legitimate point being raised by Thorneloe. The impact of the disclaimer on Thorneloe is significant. The consequence of the disclaimer is such that Thorneloe will be unable to operate in its current form. However, Thorneloe was offered alternatives. The form of the Huntington Transition Agreement was offered to Thorneloe but was not accepted. More importantly, it is also necessary to take into account that if Laurentian's restructuring does not succeed and it ceases operations, Thorneloe, as conceded by its counsel, will also be unable to continue operations.

[69] Thorneloe also contests the disclaimers on the basis that the relationship between Laurentian and Thorneloe is not a commercial relationship to which the disclaimer provisions of the CCAA were intended to apply. In my view there is no merit to this submission. The CCAA proceedings were commenced on February 1, 2021. The Initial Order declares that Laurentian is insolvent and is a company to which the CCAA applies. The disclaimer provisions in s. 32 are available to a debtor company. The exceptions set out in s. 32(9) have no application in the circumstances. Laurentian is entitled to utilize the disclaimer provisions in accordance with s. 32.

[70] Thorneloe also takes the position that Laurentian is acting in bad faith contrary to s. 18.6 of the CCAA which provides:

Good faith

18.6 (1) Any interested person in any proceedings under this Act shall act in good faith with respect to those proceedings.

Good faith – powers of court

(2) If the court is satisfied that an interested person fails to act in good faith, on application by an interested person, the court may make any order that it considers appropriate in the circumstances.

[71] In support of this argument, Thorneloe points to Laurentian's attempt to terminate its relationship with Thorneloe, knowing that the disclaimer will result in Thorneloe's insolvency, and to Laurentian's persistence in the face of evidence that termination will not materially assist its restructuring. Thorneloe also submits that Laurentian has consistently and continually wanted to terminate its relationship with Thorneloe and thereby failed to engage in good faith negotiations.

[72] I do not accept that Laurentian has acted in bad faith. Restructurings are not easy and often result in treatment that a party can consider to be extremely harsh. However, that does not

necessarily mean that the other party has not been acting in good faith. In its Third Report, the Monitor makes specific reference to the bad faith argument being raised by Thorneloe. It is significant that the Monitor makes no statement that would suggest in any way that Laurentian has been acting in bad faith. The Monitor ultimately recommends at paragraph 206 of its Third Report that the court grant the relief sought by the Applicant, which includes the disclaimer and also an extension of the stay of proceedings.

[73] Section 11.02(3) of the CCAA addresses the burden of proof on an application for an extension of the stay of proceedings other than the initial application. This includes a requirement that the applicant satisfy the court that it has acted, and is acting, in good faith and with due diligence. By supporting the application for the extension and upholding the disclaimer, it can be inferred that the Monitor does not support the argument of Thorneloe to the effect that Laurentian has been acting in bad faith.

[74] My summary of the factors set out in s. 32(4) of the CCAA is as follows:

- (a) the Monitor approved the proposed disclaimer;
- (b) the Disclaimer will enhance the prospects of a viable compromise or arrangement being made in respect of Laurentian;
- (c) the Notice of Disclaimer will have financial consequences to Thorneloe, but this is not a sufficient reason to disallow the Notice of Disclaimer. Thorneloe was offered an alternative, similar to Huntington, which was not accepted.

[75] In addition, it seems to me that, in the circumstances of this case, it is necessary to consider the broader implication of disallowing the Notice of Disclaimer – namely the potential demise of Laurentian.

[76] The dilemma facing the court is clear. If Thorneloe's motion succeeds, with the result that the Disclaimer is not effective, it could lead to an unraveling of Laurentian's restructuring plan and the collapse of Laurentian. This in turn would have significant impact on all faculty, students and the greater Sudbury community. It would also result in the financial collapse of Thorneloe. Obviously, this is not a desirable outcome.

[77] If the Notices of Disclaimer are upheld, I acknowledge that this could lead to the cessation of operations of Thorneloe. I do not lightly discount the impact on faculty, employees and students at Thorneloe, but the impact is significantly less than if Laurentian and Thorneloe are both forced to suspend or cease operations.

[78] Given these two undesirable options, the better choice or to put it another way, the least undesirable choice, is to uphold the Notices of Disclaimer.

DISPOSITION

[79] In the result, the motion brought by Thorneloe to invalidate the Notice of Disclaimer is dismissed.



Chief Justice G.B. Morawetz

Date: May 7, 2021

TAB 8

CITATION: Laurentian University of Sudbury, 2021 ONSC 3545

COURT FILE NO.: CV-21-656040-00CL

DATE: 2021-05-14

SUPERIOR COURT OF JUSTICE - ONTARIO

**RE: IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED**

**IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF LAURENTIAN UNIVERSITY OF SUDBURY**

BEFORE: Chief Justice G.B. Morawetz

COUNSEL: *D.J. Miller, Mitch W. Grossell, Andrew Hanrahan and Derek Harland*, for the Applicant

Ashley Taylor, Elizabeth Pillon and Ben Muller, for the Court-appointed Monitor Ernst & Young Inc

Vern W. DaRe, for the DIP Lender

Susan Philpott, Charles Sinclair and David Sworn, Insolvency Counsel for LUFA

Tracey Henry and Danielle Stampley, for Laurentian University Staff Union (LUSU)

Aryo Shalviri and Pamela Huff, for the Royal Bank of Canada

Andrew Hatnay, Demetrios Yiokaris and Sydney Edmonds and Eugene Meehan, Q.C., for Thorneloe University

Dylan Chochla and Stuart Brotman, for the Toronto Dominion Bank

André Claude, for the University of Sudbury

Donia Hashem, for the Canada Foundation for Innovation

Virginie Gauthier, for Lakehead University

George Benchetrit, for the Bank of Montreal

Joseph Bellissimo and Natalie Levine, for Huntington University

Gale Rubenstein and Bradley Wiffen, for the Financial Services Regulatory Authority

Sarah Godwin, for the Canadian Association of University Teachers

David Salter and Peter J. Osborne, for the Board of Governors

Rachel Moses, for Royal Trust

Mark G. Baker and Andre Luzhetskyy, for Laurentian University Students' General Association

Michelle Pottruff, for the Ministry of Colleges and Universities

Charlotte Servant-L'Heureux, for the Assemblée de la francophonie de l'Ontario

Linda Chen, for the Information and Privacy Commissioner of Ontario

HEARD: April 29, 2021

DETERMINED: May 2, 2021

REASONS: May 14, 2021

ENDORSEMENT

[1] At the conclusion of the hearing on April 29, 2021, the stay of proceedings was extended until 11:00 p.m. on May 2, 2021.

[2] On Sunday, May 2, 2021, the following endorsement was released:

[1] Laurentian University of Sudbury ("Laurentian" or the "Applicant") brings this motion for an Order (the "Order") substantially in the form attached at Tab 3 of the Motion Record of the Applicant dated April 21, 2021 that, among other things:

- (a) extends the Stay Period to and including August 31, 2021;
- (b) approves the Term Sheet entered into between the Applicant and the Laurentian University Faculty Association ("LUFA"), together with all Schedules;
- (c) approves the Term Sheet entered into between the Applicant and the Laurentian University Staff Union (LUSA"), together with all Schedules;
- (d) approves the Transition Agreement entered into between the Applicant and Huntington University dated April 16, 2021;

(e) approves an Amendment (the “DIP Amendment”) to the Applicant’s DIP facility that, among other things, increases the principal amount available under the DIP Facility by an additional \$10 million; and

(f) increases the DIP Lender’s Charge granted in the Amended and Restated Initial Order dated February 11, 2021 to a maximum principal amount of \$35 million.

[2] The motion was heard via Zoom on April 29, 2021.

[3] This endorsement should be read in conjunction with my earlier endorsement of May 2, 2021 and the endorsement of Gilmore J, also dated May 2, 2021.

[4] For reasons to follow, this motion is granted and an Order shall issue substantially in the form attached at Tab 3 of the Motion Record.

[3] These are my reasons.

Background

[4] Laurentian brings this motion for an order: (i) extending the Stay Period up to and including August 31, 2021, (ii) approving the DIP Amendment to increase the total of financing available under the DIP Facility (defined below) from \$25 million to \$35 million, and (iii) approving the settlement agreements reached with LUFA, LUSA and Huntington University (“Huntington”).

[5] The facts are fully set out in the Affidavit of Dr. Robert Haché, sworn July 29, 2001 (the “First Haché Affidavit”) and in the Affidavit of Dr. Haché sworn April 21, 2021 filed in support of this motion (the “Second Haché Affidavit”). Further information is also contained in the Third Report of the Monitor dated April 26, 2021.

[6] The Applicant sought and received an Initial Order on February 1, 2021 (the “Initial Order”) granting the Applicant protection under the CCAA, approving a stay of proceedings for the initial 10 day period (the “Stay Period”) as well as court ordered super priority charges.

[7] Following a case conference on February 5, 2021, an order was issued (the “Mediator Appointment Order”) appointing the Honourable Sean Dunphy as the court-appointed mediator (the “Mediator”) to facilitate negotiations on the various aspects of the Applicant’s restructuring (the “Mediation”).

[8] On February 10, 2021, the court held a comeback hearing that resulted in the issuance of an amended and restated initial order (the “Amended and Restated Initial Order”) which, among other things, approved a debtor-in-possession interim financing agreement in the amount of \$25 million (the “DIP Facility”) and extended the Stay Period to April 30, 2021.

[9] The Mediation focused on the need to achieve immediate and significant cost reductions necessary for the Applicant's operational restructuring.

[10] The Applicant takes the position that these cost reductions are necessary because, leading up to the commencement of the CCAA proceedings, the Applicant experienced recurring annual deficits and, without immediate efforts, would run out of liquidity required to continue operations. Prior to the achievement of any cost savings, the Applicant projected that it would incur recurring annual deficits in the amount of \$13.7 million to \$16 million as a result of its pre-filing operating cost structure. These deficits relate only to its status quo operations and exclude payments owing to existing pre-filing creditors in respect of any amounts stayed by the Initial Order.

[11] The Applicant also reports that these deficits do not include any consideration of its following obligations:

- (a) completion of research obligations or other obligations arising from the Deferred Contributions, estimated at \$28.5 million;
- (b) costs involved for the implementation of new governance policies and mechanisms, operational controls and processes;
- (c) investments in initiatives to protect and grow revenue such as new programming of courses, recruitment of students and building a long-term, financially sustainable university;
- (d) establishment of appropriate reserves to avoid a future liquidity crisis;
- (e) restructuring costs to conclude the Applicant's CCAA proceedings; and
- (f) payments to the Applicant's pre-filing unsecured creditors, including the Lenders who are owed amounts in excess of \$100 million.

[12] The outcome of the Mediation was such that the Applicant was able to achieve agreement for an academic restructuring.

[13] As a result of Laurentian's bi-cameral governance structure, the Senate is responsible for the academic policy of Laurentian and any changes in the academic programming must involve the Senate. The Senate appointed a Senate Sub-Committee to represent it in the Mediation. Ultimately, the Senate passed a resolution accepting the recommendations of the Senate Sub-Committee and, accordingly, approved the Applicant's academic restructuring.

[14] The Applicant has also signed a term sheet with LUFA which will form the basis of a new collective agreement. It is noted that certain terms of the existing collective agreement were not resolved as part of the term sheet, but these issues will be determined by binding arbitration and once determined, will constitute amendments to the collective agreement.

[15] The Applicant also engaged in extensive mediation with LUSA, which negotiations had the aim of achieving cost reductions in furtherance of the Applicant's effort to attain financial sustainability. A term sheet was agreed to, which sets out the key terms and conditions agreed to by the parties.

[16] The Applicant, LUFA and LUSA also entered into a pension term sheet which resulted in agreement on several changes to the pension plan designed to ensure the pension plan sustainability and avoid the risk of further deficiencies and special payments.

[17] On April 13, 2021, LUFA and LUSA members ratified their respective term sheets.

[18] The Applicant operates within a Federated structure and has affiliations with three independent universities under the overall umbrella of the Applicant: the University of Sudbury ("U Sudbury"), the University of Thorneloe ("Thorneloe") and Huntington (Huntington, together with U Sudbury and Thorneloe, the "Federated Universities").

[19] As part of the Mediation, the Applicant states that it sought a negotiated resolution with the Federated Universities, whereby the formal relationship would be terminated, but the Applicant and the Federated Universities would discuss how the historical legacy of the Federated Universities would be acknowledged and preserved.

[20] The Applicant could only achieve a negotiated resolution with Huntington and entered into a Transition Agreement on April 16, 2021 (the "Huntington Transition Agreement").

[21] A negotiated resolution was not achieved with U Sudbury and Thorneloe and Notices of Disclaimer pursuant to section 32 of the CCAA were delivered to U Sudbury and Thorneloe. U Sudbury and Thorneloe each brought a motion opposing the disclaimer. By orders dated May 2, 2021, the motions were dismissed.

Issues

[22] There are three issues to be determined on this motion:

- (a) Should the Stay Period be extended up to and including August 31, 2021?
- (b) Should the DIP Amendment (defined below) be approved by this court?
- (c) Should this court approve the LUFA term sheet, the LUSA term sheet and the Huntington Transition Agreement?

Issue 1: Extension of the Stay

[23] The Applicant seeks an extension of the Stay Period up to and including August 31, 2021.

[24] Pursuant to section 11.02(2) of the CCAA, the court may grant an extension of a stay of proceedings where: (i) the applicant satisfies the court that an extension of the stay of proceedings

is appropriate in the circumstances; and (ii) the applicant further satisfies the court that it has acted, and is acting, in good faith and with due diligence.

[25] The Applicant submits that since the granting of the Amended and Restated Initial Order of February 11, 2021, it has taken significant steps towards its operational restructuring and has, with the assistance of and in consultation with the Mediator, among other things:

- (a) maintained ordinary operations during the Stay Period;
- (b) opened registration for Spring term courses that commenced on May 3, 2021
- (c) implemented new fiscal restraint policies;
- (d) undertaken a review and an analysis of the Applicant's full-time employees who are not represented by a union in order to identify departments and positions where further efficiencies could be found; and
- (e) provided updates to the DIP Lender on the status of the restructuring and engaged in negotiations with respect to the extension to the maturity date of the DIP Facility and an increase in the amount available under the DIP Facility.

[26] The Applicant contends that it requires an extension of the stay of proceedings until August 31, 2021 to preserve the status quo and permit it the necessary breathing room required to continue its planned restructuring efforts in Phase 2, including, among other things:

- (a) the identification and quantification of claims against the Applicant;
- (b) a review of all operational and governance matters;
- (c) the pursuit of value for all stakeholders, including a detailed assessment of all assets that can be monetized for stakeholders or that will create efficiencies;
- (d) the planning, drafting and negotiation of a plan of compromise or arrangement;
and
- (e) the re-building of confidence in relationships with all stakeholders.

[27] A revised cash flow forecast has been submitted which illustrates that, if the DIP Amendment is approved, the Applicant will have sufficient liquidity to operate its business and meet its obligations during the proposed extension of the Stay Period.

[28] The Applicant submits that it is acting in good faith and with due diligence in pursuit of its restructuring goals.

[29] The Monitor supports extending the Stay Period until August 31, 2021 and is of the view that the Applicant is acting in good faith and with due diligence.

[30] I am satisfied that the Applicant has made considerable progress in its restructuring efforts since the CCAA proceedings commenced on February 1, 2021. This progress has been achieved in very difficult circumstances. Counsel representing both LUFA and LUSA have recounted that the process has been “brutal” and the impact on their members has been significant. The impact on both U Sudbury and Thorneloe is also significant and has been recounted in decisions rendered on May 2, 2021, with reasons released on May 7, 2021, cited as *Laurentian University of Sudbury*, 2021 ONSC 3272; and *Laurentian University v. Sudbury University*, 2021 ONSC 3272.

[31] Having reviewed the record and hearing submissions, I am satisfied that an extension of the Stay Period to August 31, 2021 is warranted and is appropriate in the circumstances. The Applicant has satisfied me that it has acted and is acting in good faith and with due diligence.

[32] In arriving at these conclusions, I have taken into account the progress that has been made to date and the very detailed Phase 2 plan that the Applicant has submitted. I have also taken into account the Monitor’s assessment and view that the Applicant is acting in good faith and with due diligence.

Issue 2: Approval of the DIP Amendment

[33] The Applicant has drawn on the full \$25 million available pursuant to the DIP Facility and takes the position that, as illustrated in the revised cash flow forecast, it will not be able to fund its operations during the requested extension of the Stay Period without additional funding.

[34] The Applicant submits that it requires additional funding to provide sufficient liquidity to make payroll, continue operating in the ordinary course and fund the restructuring costs while it proceeds into Phase 2 of its restructuring.

[35] On April 19, 2021, the Applicant and Firm Capital Corporation (“FCC”) entered into an Amended DIP Term Sheet (the “DIP Amendment”), pursuant to which FCC agreed to increase the maximum principal amount available under the DIP Facility by a further \$10 million, subject to the terms and conditions of the amended DIP Facility.

[36] The salient terms of the DIP Amendment include, among other things:

- (a) an increase of \$10 million to the maximum principal amount available under the DIP facility to \$35 million;
- (b) extension of the maturity date to August 31, 2021;
- (c) a Loan Amendment Fee in the amount of \$200,000; and
- (d) an increase of the DIP Lender’s Charge to \$35 million.

[37] The DIP Amendment is conditional upon, among other things:

- (a) ratification of the LUFA and LUSA term sheets;

- (b) an order, in form and substance satisfactory to the DIP Lender;
- (c) the disclaimer of the Federation Agreements and Financial Distribution Notices, effective May 1, 2021 in connection with U Sudbury and Thorneloe;
- (d) no further academic restructuring of the Applicant's programs without the consent of the DIP Lender;
- (e) a revised cash flow forecast and multi-year financial forecast demonstrating financial sustainability of the Applicant; and
- (f) the issuance of a claims process order by May 31, 2021.

[38] The Applicant reports that the DIP Amendment was negotiated with the DIP Lender and its counsel following the agreements reached with LUFA, LUSA and Huntington and the issuance of the Notices of Disclaimer to Huntington, Thorneloe and U Sudbury.

[39] Section 11.2 of the CCAA provides the statutory basis to approve the DIP Amendment and to order priority of the DIP Lender's Charge.

[40] Section 11.2(4) sets out the non-exhaustive list of factors to be considered by the court in deciding whether to grant such a charge.

[41] The Applicant submits that the DIP Amendment and the DIP Lender's Charge should be approved, taking into consideration section 11.2(4) of the CCAA, for the following reasons:

- (a) the notice requirements under section 11.2(1) of the CCAA have been met;
- (b) the Applicant, with the assistance of the Monitor, has taken steps to reduce costs while ensuring that it remains operating in the ordinary course;
- (c) the DIP Amendment and the increase of the amount available under the DIP Facility is required in order for the Applicant to continue operations in the ordinary course and pursue its restructuring plan;
- (d) without the DIP Amendment, the Applicant would not be able to remain in business;
- (e) the quantum in terms of the DIP Amendment and the DIP Lender's Charge is reasonable and appropriate;
- (f) stakeholders will not be materially prejudiced; and
- (g) the Monitor is of the view that the quantum and the terms and conditions of the DIP Amendment and the DIP Charge are reasonable and appropriate in the circumstances and should be approved.

[42] The Monitor supports the position of the Applicant.

[43] The amendments to the DIP Facility are opposed by both Thorneloe and U Sudbury. Thorneloe, in particular, submitted that the increase in the DIP Facility was not necessary at this time. The arguments in opposition were addressed in the endorsement of May 2, 2021, with reasons released on May 7, 2021, cited as *Laurentian University of Sudbury*, 2021 ONSC 3272. Paragraphs [59] to [66] are equally applicable and are incorporated, by reference, to this endorsement, and read as follows:

[59] It is also necessary to take into account the position of the DIP Lender. The DIP Lender has put forth a condition for its continued support and for increased financing. That condition is that the Disclaimer with respect to Thorneloe and U Sudbury had to be finalized by May 1, 2021, subject to any reserved decision of the court.

[60] Thorneloe challenges the position of the DIP Lender for two reasons. First, the condition relating to the Disclaimer was not a condition of the original DIP and was inserted only after the Notice of Disclaimer was issued. Second, the analysis performed by Farber indicates that the increased DIP Loan is not required until the latter part of June at the earliest.

[61] There is, in my view, no basis to question the legitimacy of the DIP Lender nor question the conditions that the DIP Lender has put forth with respect to any request to extend the DIP Loan and to increase the amount of the DIP Financing. The DIP Lender is entitled to take into account commercial reality in assessing its options.

[62] The DIP Lender is not a pre-existing lender to Laurentian, nor is there any evidence that the DIP Lender is engaged in a “loan to own strategy”. These facts distinguish this DIP Lender from a number of DIP lenders that have been involved in the cases referenced by counsel to Thorneloe, as referenced in Rostom and Fell, “Recent Trends in DIP Financing” (2016) 5-4 IIC Journal; *Essar Steel Algoma (Re)*, Endorsement of Newbould J. dated November 16, 2015; and *Great Basin Gold Ltd. (Re)*, 2012 BCSC 1459.

[63] It is also relevant to remember that this is not a situation where the Court is being asked to approve DIP financing with this DIP Lender. These approvals were granted in February 2021 with no party objecting and with no appeals being filed. It was a competitive process and the DIP Lender was one of eight potential DIP lenders identified at the outset of the proceedings.

[64] Thorneloe also takes issue with respect to the reluctance of a representative of the DIP Lender to be cross-examined or to answer any questions with respect to the DIP Financing.

[65] In response, Laurentian takes the position that the terms for the continued DIP were negotiated as part of a process of achieving a viable long-term plan. Second, although the increased DIP may not be necessary until mid-June, it is a requirement for any extension of the stay to provide a cash flow statement that takes into account the entirety of the Stay Period, and it is necessary to provide the necessary assurances to faculty and students that Laurentian will be able to operate for the next academic term, which commences May 3, 2021 and extends towards the middle to the latter part of July 2021. It is simply not feasible, from its standpoint, to operate without the continued DIP Facility and the certainty that the DIP Facility will be available throughout the entirety of the academic term and the Stay Period.

[66] With respect to the cross-examination of the DIP Lender, I note that no affidavit has been filed in these proceedings by a representative of the DIP Lender. In addition, the DIP Lender is not a pre-existing lender. The DIP Lender is not involved in any of the pre-CCAA DIP contractual relationships. It is up to the debtor, with the assistance of the Monitor, to negotiate the terms of the DIP Financing. There is no evidence that the DIP Lender has any ulterior motive in negotiating the condition to extend additional financing and to extend the term.

[44] I am also satisfied that the Applicant has satisfied the criteria in section 11.2 of the CCAA that the DIP Amendment and the DIP Lender's Charge should be approved. In arriving at this conclusion, I have taken into account a number of factors referenced in s. 11.2(4) of the CCAA as reflected in the submissions of the Applicant in para. [41] above.

Issue 3: Approval of the LUFA Term Sheet, LUSA Term Sheet and Huntington Transition Agreement

[45] The Applicant submits that the court has jurisdiction to approve transactions and settlements and sources of authority have been acknowledged in connection with settlement agreements within a CCAA proceeding through either section 11.02 of the CCAA or the inherent jurisdiction of the court to "fill the gaps" of the CCAA in order to give effect to its objects.

[46] The Applicant submits that the settlement agreements are the result of intensive work and negotiation by representatives of the Applicant, LUFA, LUSA and Huntington. Further, the Monitor has overseen and participated in many of the discussions and negotiations with LUFA, LUSA and Huntington and supports approval of the settlement agreements.

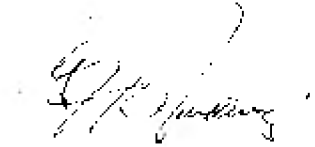
[47] I am satisfied that the settlement agreements negotiated between the Applicant, LUFA, LUSA and Huntington should be approved.

[48] The Information and Privacy Commissioner took no position on the stay extension but did request that that the accommodation provided to the Commissioner at paragraph [61] of the endorsement of February 12, 2021 be maintained. This provision provides that the stay does apply to the Commissioner, but that the Commissioner can request reconsideration of the applicability of the stay at a future time. This request is most reasonable and is continued.

[49] It is also noted that counsel to the Canadian Association of University Teachers, as well as the Federated Universities, have reserved their rights with respect to all intellectual property issues that may arise.

Disposition

[50] In the result, the motion is granted and the order has been signed.



Chief Justice Morawetz

Date: May 14, 2021

TAB 9

Court File No.: CV-21-656040-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, C. c-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF LAURENTIAN UNIVERSITY OF SUDBURY**

**AFFIDAVIT OF SYDNEY EDMONDS
(sworn April 15, 2021)**

I, **SYDNEY EDMONDS**, of the City of Toronto, in the Province of Ontario,
MAKE OATH AND SAY:

1. I am a lawyer with the law firm Koskie Minsky LLP, lawyers for Thorneloe University ("**Thorneloe**") in these proceedings.
2. Attached hereto and marked as **Exhibit "A"** is a copy of the federation agreement between Laurentian University of Sudbury ("**Laurentian**") and Thorneloe, dated 1962 (the "**Federation Agreement**").
3. Attached hereto and marked as **Exhibit "B"** is a copy of the Laurentian University and Federated Institutions Proposed Grant Distribution and Service Fees, dated November 10, 1993.
4. Attached hereto and marked as **Exhibit "C"** is a copy of the Laurentian University Financial Distribution to Federated Universities, between Laurentian and Thorneloe, effective as of May 1, 2019 (the "**Financial Distribution Notice**").
5. Attached hereto and marked as **Exhibit "D"** is a copy of the Notice of Laurentian University of Sudbury to Disclaim or Resiliate an Agreement, dated April 1, 2021.

6. Attached hereto and marked as **Exhibit "E"** is a copy of a letter from Andrew J. Hatnay (Koskie Minsky LLP) to D.J. Miller (Thornton Grout Finnigan LLP) dated April 2, 2021 objecting to the Notice of Disclaimer of Laurentian.

7. Attached hereto and marked as **Exhibit "F"** is a copy of a web article entitled *Our Campus in the 1960s* regarding the history of Laurentian.

8. Attached hereto and marked as **Exhibit "G"** is a copy of a news article by the Sudbury Star entitled *How to fix Laurentian University without gutting it* dated April 14, 2021.

9. Attached hereto and marked as **Exhibit "H"** is a copy of a news article by CBC News entitled *'An ugly stain for years to come': Laurentian University students, staff reeling from cuts* dated April 13, 2021.

10. Attached hereto and marked as **Exhibit "I"** is a copy of a news article by the Sudbury Star entitled *Growing anger, bitterness over Laurentian cuts* dated April 14, 2021.

11. Attached hereto and marked as **Exhibit "J"** is a copy of a news article by the Sudbury Star entitled *Laurentian cuts could take more than \$100 million out of Sudbury's economy* dated April 14, 2021.

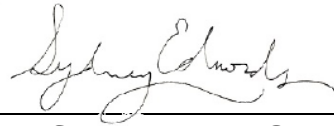
12. I swear this Affidavit in good faith and in support of a motion for an order that the Federation Agreement and the Financial Distribution Notice are not to be disclaimed or resiliated, and for no other or improper purpose.

SWORN REMOTELY by Sydney Edmonds of the City of Toronto, in the Province of Ontario, before me at the Municipality of Clarington, in the Regional Municipality of Durham, on April 15, 2021, in accordance with O. Reg. 431/20, *Administering Oath or Declaration Remotely*.



A Commissioner for Taking Affidavits, etc.

Michelle Nicole Alexander, a Commissioner, etc.,
Province of Ontario, for Koskie Minsky LLP,
Barristers and Solicitors.
Expires August 28, 2023



SYDNEY EDMONDS

This is **Exhibit "A"**
referred to in the Affidavit of Sydney Edmonds
sworn before me this 15th day of April, 2021.



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

Michelle Nicole Alexander, a Commissioner, etc.,
Province of Ontario, for Koskie Minsky LLP,
Barristers and Solicitors.
Expires August 28, 2023

THIS AGREEMENT made in quadruplicate this
day of , A.D. 1962:

B E T W E E N :

LAURENTIAN UNIVERSITY OF SUDBURY

hereinafter called "Laurentian
University"

OF THE FIRST PART

- and -

THORNELOE UNIVERSITY

hereinafter called "Thorneloe
University"

OF THE SECOND PART

WHEREAS Thorneloe University is a Corporation
incorporated by Chapter 135 of the Statutes of Ontario, 1960-1961;

AND WHEREAS Laurentian University was incorp-
orated by The Laurentian University of Sudbury Act, 1960, being
Chapter 151 of The Statutes of Ontario, 1960, pursuant to the
petition of The University of Sudbury, The United Church of
Canada, and the Incorporated Synod of the Diocese of Algoma
(Anglican) praying for the incorporation of Laurentian University
as a non-denominational bilingual institution to provide facilit-
ies for instruction in all branches of higher learning, which said
Act of Incorporation was amended by Chapter 154 of The Statutes of
Ontario, 1961-1962;

AND WHEREAS Laurentian University is empowered
by virtue of its said Act of Incorporation to admit into federat-
ion or affiliation with it other colleges or universities;

AND WHEREAS Thorneloe University is empowered by

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virtue of its said Act of Incorporation to enter into federation or affiliation with other colleges or universities;

AND WHEREAS Thorneloe University is desirous of entering into federation with Laurentian University in accordance with the provisions of the said Acts of Incorporation of Thorneloe University and Laurentian University and upon the terms and conditions hereinafter set forth and Laurentian University has agreed to admit Thorneloe University into federation with it in accordance with the said Acts of Incorporation, and upon the terms and conditions set forth;

AND WHEREAS the University of Sudbury and Huntington University, both of which have heretofore entered into federation with Laurentian University, have consented to the admission of Thorneloe University into such federation;

NOW WITNESSETH that pursuant to the said Acts of Incorporation of Thorneloe University and of Laurentian University and in consideration of the terms, covenants and agreements on the part of the parties hereto to be respectively observed, fulfilled and performed, the parties hereto covenant and agree as follows:

1. Thorneloe University is hereby and by virtue of the said Acts of Incorporation of Thorneloe University and of Laurentian University admitted into federation with Laurentian University.

2. While this agreement remains in force, Thorneloe University shall suspend all its degree-conferring powers except the power to grant degrees in Theology.

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3. Laurentian University agrees to continue all its faculties, schools, institutes, departments and chairs now established in accordance with the provisions of the Act of Incorporation of Laurentian University, and Thorneloe University shall be entitled to give instruction in Theology and Philosophy in accordance with the Acts of Incorporation of Laurentian University and Thorneloe University.

4. Laurentian University agrees that in continuing its faculties, schools, institutes, departments and chairs now established it will do so upon the basis of the Act of Incorporation of Laurentian University by virtue of which Laurentian University is a bilingual, non-denominational university and it will continue the system of bilingual instruction in the respective faculties, schools, institutes, departments and chairs heretofore followed in Laurentian University.

5. All students, including those enrolled in federated universities or colleges who intend to proceed towards degrees or to obtain diplomas, certificates or other academic qualifications at Laurentian University shall register at Laurentian University and must comply with the requirements of Laurentian University for entry and registration in Laurentian University and to become entitled to degrees, diplomas, certificates or other academic qualifications at Laurentian University, must comply with all requirements of Laurentian University. In the case of students enrolled in federated universities or colleges, fees paid shall be apportioned between Laurentian University and such federated universities or colleges as may from time to time be agreed upon between the parties hereto.

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6. Thorneloe University shall have disciplinary jurisdiction over and entire responsibility for the conduct of its students in respect of all matters arising or occurring in or upon the buildings and grounds, including residences, occupied by Thorneloe University but in all other cases Laurentian University shall have disciplinary jurisdiction over students registered in it.

7. General facilities provided by Laurentian University such as physical training, health and athletic facilities, buildings and quarters (other than residences) provided for the use of Laurentian University faculty and students shall be available to the faculty and students of Thorneloe University upon the same fee basis as to the faculty and students of Laurentian University.

8. Laurentian University shall allocate and reserve land within its campus which Thorneloe University may acquire and upon which Thorneloe University may construct buildings for teaching, administration, and faculty and students residences, with or without chapels, subject to the prior written approval of Laurentian University as to architectural design and upon such financial arrangements and conditions as to title and tenure as may be agreed upon between Thorneloe University and Laurentian University.

9. Public appeals for financial or other contributions or assistance for Thorneloe University shall be made only with the prior written approval of Laurentian University. A request for money through a Church body to be raised from its

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members shall not be considered a public appeal.

10. Thorneloe University and Laurentian University respectively shall retain as their own property all gifts, bequests, devises, scholarships, endowments, or grants of any kind made to them respectively, except as may otherwise be agreed upon between the parties hereto and subject to any trusts which may affect the same.

11. Any federation or affiliation agreements or modifications thereof relating to federation or affiliation with Laurentian University shall be discussed with the universities and colleges federated or affiliated with Laurentian University prior to Laurentian University entering into any such agreements or agreeing to modifications of any such agreements.

12. Both Laurentian University and Thorneloe University declare and express the firm hope and conviction that the relationship between the Universities established by this agreement will be a permanent one and that they and the other universities and colleges which become federated or affiliated with Laurentian University will work together to fulfil the objects of the Act of Incorporation of Laurentian University and to build a great institution of learning which shall forever be bilingual and non-denominational in its character. The parties fully realize that the success of the task which they have set themselves will depend more on mutual understanding, goodwill and co-operation between the institutions now or hereafter associated together in Laurentian University, than upon any

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formal agreements.

IN WITNESS WHEREOF the parties hereto have here-
unto affixed their corporate seals under the hands of their
proper officers duly authorized in that behalf.

LAURENTIAN UNIVERSITY OF SUDBURY

[Signature]
[Signature]

THORNELOE UNIVERSITY

William R. Higgins
[Signature]
[Signature]

This is **Exhibit "B"**
referred to in the Affidavit of Sydney Edmonds
sworn before me this 15th day of April, 2021.



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

Michelle Nicole Alexander, a Commissioner, etc.,
Province of Ontario, for Koskie Minsky LLP,
Barristers and Solicitors.
Expires August 28, 2023

LAURENTIAN UNIVERSITY
AND FEDERATED INSTITUTIONS

NOVEMBER 10 1993

PROPOSED GRANT DISTRIBUTION
AND SERVICE FEES.

PROPOSAL REGARDING THE DISTRIBUTION OF OPERATING GRANTS TO THE FEDERATED UNIVERSITIES AND THE SERVICES FEES CHARGED TO THE FEDERATED UNIVERSITIES

In order to provide a mechanism which would improve the stability of funding through enrolment based grants, Laurentian University and the Federated Universities agree to the following:

- 1) The **BASE GRANT** would be distributed according to a *fixed share* of the **LAURENTIAN GROSS BASE GRANT**. This fixed share would be determined according to the **BASE GRANT** received by each institution in the fiscal year 1992/1993. The **TRANSITION GRANT** for 1993/1994 would be distributed according to the formula used by the Ministry. The **NORTHERN AND SPECIAL NORTHERN GRANTS** would be distributed according to a *fixed share* of the **LAURENTIAN GROSS NORTHERN AND SPECIAL NORTHERN GRANTS**. This fixed share would be determined according to the **NORTHERN AND SPECIAL NORTHERN GRANTS** received by each institution in the fiscal year 1992/1993. When the **TRANSITION GRANT** is rolled into the **BASE GRANT**, the fixed share of each institution would be revised accordingly. This would result in each institution's annual percentage grant increases being equal to the Laurentian's annual percentage gross grant increases.
- 2) Individual institutions would not have grants reduced due to the *floor* provisions unless the floor provisions were operative for Laurentian in total.
- 3) Any general increase/decrease to Laurentian's corridor would be shared by the four institutions on a pro-rata basis by the application of the *fixed share* principle.
- 4) Any strategic corridor change would by necessity be directed to the institution initiating the program for which the corridor increase was approved. Applications for strategic corridor changes would be open to all federated institutions through Laurentian University.
- 5) Tuition fee income resulting from enrolment in courses would continue to be received by the respective institutions offering the courses.
- 6) Each of the four institutions would undertake to provide the current level of its programmes and overall offerings. This however does not preclude a rationalization of the course offerings in a particular year nor a transfer of resources to new programmes/courses or among existing programmes unless such an action affects the course offerings of the other institutions.

- 7) The service fees charged to the federated institutions by Laurentian University would be calculated as follows:

a) For 1993/1994:

1993/94 Base + Corridor + Northern + Sp.Northern + Tuition Fees

1992/93 Base + Access + Corridor + Northern + Sp.Northern + Tuition Fees

times the 1992/93 service fees;

b) For subsequent years:

the total of the base grant + the Northern grant + the Special Northern grant + the tuition fees for that given year divided by the total of base grant + the Northern grant + the Special Northern grant + the tuition fees for the preceding year times the service fees for that preceding year.

- 8) Any substantial modification by the Ministry in the grant structure would necessitate a review of this agreement.

This is **Exhibit "C"**

referred to in the Affidavit of Sydney Edmonds

sworn before me this 15th day of April, 2021



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

Michelle Nicole Alexander, a Commissioner, etc.,
Province of Ontario, for Koskie Minsky LLP,
Barristers and Solicitors.
Expires August 28, 2023

LAURENTIAN UNIVERSITY FINANCIAL DISTRIBUTION TO FEDERATED UNIVERSITIES

THESE TERMS OF FINANCIAL DISTRIBUTION, effective as of the 1st day of May, 2019
(the “Effective Date”)

B E T W E E N :

LAURENTIAN UNIVERSITY OF SUDBURY

(“Laurentian University”)

- and -

THORNELOE UNIVERSITY

(the “Recipient”)

This Notice is delivered further to the Proposed Grant Distribution and Services Fees document dated November 10, 1993 (the “**1993 Funding Model**”) and sets out the terms for the distribution of operating grants to the Recipient and service fees charged to the Recipient from and after the Effective Date. This document amends, restates and replaces in its entirety any prior documentation, oral or written representations and past practices relating to the distribution of grant funding, tuition fees and service fees between Laurentian University and the Recipient, including but not limited to those described under the 1993 Funding Model. No future amendments to the terms set out in this Notice are effective unless confirmed and agreed to in writing, in advance, by Laurentian University.

The Recipient is a separate legal entity established by separate Acts and governed by an independent Board. The Recipient owns its own buildings on land that is owned by Laurentian University and leased to the Recipient by Laurentian University.

The Recipient is recognized under the *Laurentian University Act* by allowing Laurentian University to admit “church-related universities or colleges into federation as colleges of the Faculty of Arts and Science, which church-related universities or colleges have the right to give instruction in philosophy and religious knowledge and in such other subjects as may from time to time be approved by the Faculty of Arts and Science of the University and be consented to by the Senate and Board, and the University shall accept such courses in partial fulfillment of the requirements for a degree under the same academic terms and conditions as would obtain if the instruction were given in University College”.

Huntington University, Thorneloe University and the University of Sudbury are each referred to in this Notice as a “Federated University” and are collectively referred as the “**Federated Universities**”.

REVENUE SHARING

The Federated Universities do not receive funding directly from the government. Laurentian University has historically transferred a portion of the funding it receives from the government to each Federated University according to a set formula, unless otherwise instructed by the government. Since 1993 that formula has been pursuant to the 1993 Funding Model.

As the Recipient is aware, the Province introduced a new university funding model for 2017-2018 (the “**New Funding Model**”). The New Funding Model includes an enrolment-based envelope. Consistent with the enrolment-based envelope, the Province provides each institution with a base level of operating funding determined in accordance with a specific level of eligible enrolment and program of registration.

Laurentian University advanced funds for 2017-18 and 2018-19 in accordance with the 1993 Funding Model, while it considered the effect of any changes.

The purpose of this Notice is to ensure that all funding transferred by Laurentian University to any of the Federated Universities from and after the Effective Date is consistent with the New Funding Model, and that the financial effects of the New Funding Model are recognized and assumed proportionately by each of Laurentian University and the Federated Universities, on the terms set out herein. **The underlying principle is that none of Laurentian University or any of the Federated Universities will subsidize the operations or services of another, and each will be responsible for covering its own costs.** The funding mechanism in place at any given time will be consistent with the funding mechanism between the Province and Laurentian University.

As outlined in Schedule A, as at and from the Effective Date, Laurentian University will transfer **grant funding** to each Federated University based on the current and future provincial funding formulas for post-secondary institutions, consistent with the terms of the New Funding Model to which Laurentian University is now subject.

Tuition fees are collected by Laurentian University and will be transferred to the Recipient based on enrolment in courses, less the tuition set-aside obligation, as outlined in Schedule B.

Laurentian University will be implementing the New Funding Model as at and from the Effective Date. All aspects of funding and the distribution of revenue by Laurentian University to the Federated Universities will be strictly in accordance with this Notice.

ADMINISTRATIVE SERVICE FEES

Laurentian University provides direct non-academic administrative services to each Recipient as outlined in Schedule C. From and after the Effective Date, an administrative services fee will be charged to the Recipient by Laurentian University calculated in accordance with Schedule C based on 15% of shared revenues, being Grant Revenue and Tuition Revenue as such terms are defined on Schedule A (the “**Administrative Services Fee**”).

The Administrative Services Fee will only partially cover the costs incurred by Laurentian University for a number of non-academic services it provides as set out on Schedule C. This formula will be reviewed and, if required, updated by Laurentian University not less than once every three (3) years.

Each Federated University employs its own staff and is, and will continue to be, responsible for its own financial affairs. Laurentian University is the principal employer for administering pension plan and benefits and provides access to these employee benefits to each of the Federated Universities, with each Federated University bearing the sole financial responsibility for all contributions and funding for such employee benefits for its own staff.

AMENDING THE TERMS OF FINANCIAL DISTRIBUTION TO FEDERATED UNIVERSITIES

As set out on Schedule A, at all times the funding model established between the Province and Laurentian University from time to time will be reflected in the financial distribution model between Laurentian University and each of the Federated Universities. Any modification by the Province in the grant structure or through regular negotiation with the Province through the Strategic Mandate Agreements (SMA) or otherwise with Laurentian University will be correspondingly reflected in the grant allocation calculations by Laurentian University with each of the Federated Universities. If a change occurs, an amendment to the terms contained in this Notice will be provided by Laurentian University to each of the Federated Universities, and become effective. Laurentian University will keep the Recipient informed when the Province implements modifications in the grant structure and formulas.

LAURENTIAN UNIVERSITY OF SUDBURY

Per: 
 Name: Dr. Pierre Zundel
 Title: Interim President and Vice-Chancellor

SCHEDULE “A” GRANT REVENUE ALLOCATION

Operating grant revenue allocations from Laurentian University to the Federated Universities will be consistent at all times with the Provincial funding formulae for post-secondary institutions.

In accordance with the terms of the New Funding Model, Laurentian University receives a specified amount of operating funding provided through a new Core Operating Grant (“**COG**”). Enrolment will continue to be counted using a single measure of activity-enrolments as measured by Full-time Equivalent enrolments in specific programs. These enrolments will be weighted by program and level of study using the new program weights as provided by the Ministry of Training, Colleges and Universities (the “**Ministry**”). Information on the reallocation of grants is available in the Ministry’s University Funding Technical Design Manual.

The total COG provided to Laurentian University annually will be equal to the total Weighted Grant Unit (“**WGU**”) at its corridor midpoint multiplied by the average grant per WGU funding determined by the New Funding Model. Under the corridor funding model, Laurentian University will receive the amount of funding with enrolments levels at its corridor midpoint, as long as it remains within its enrolment corridor range of plus or minus 3%.

Should Laurentian University fall above or below the corridor lower threshold, the grant adjustment by the Province will be correspondingly reflected on the grant allocation made by Laurentian University to the Recipient.

Each Federated University will receive Grant Revenue for the COG based upon their relative students’ enrolment in programs as reported to the Ministry for 2017-18.

Until SMA3 (or any replacement or modification thereof) is negotiated between Laurentian University and the Province, or there is any change in the funding formula by the Ministry, the **Northern Grant** will remain consistent with the historical allocation.

Until SMA3 (or any replacement or modification thereof) is negotiated between Laurentian University and the Province, or there is a change in the funding formula by the Ministry, the **Performance Grant** will be distributed to each Federated University based upon their relative WGU as a share of gross Laurentian University WGU for 2017-18. This grant is currently under review by the Province, and effective May 1, 2020, Laurentian University will update the grant allocation to be consistent with the Province’s determination.

Laurentian University will also continue to transfer to the University of Sudbury its share of the **French Language Grant** and the **Bilingualism Grant** as mandated by the Province and will notify the University of Sudbury if any changes are established by the Province, which will then flow through in a corresponding manner to the amounts distributed by Laurentian University to the University of Sudbury.

The Ministry provides Facilities Renewal Program (FRP) capital funding to institutions through the **Facilities Renewal Grant** based on space standards ("generated space" – the amount of theoretical space a university should have) and the current formulae is under review by the Province. If the funding formulae are modified by the Ministry, Laurentian University will update the grant allocation for each Federated University to be consistent with the Province's funding principles. Unless and until that occurs, the current Grant Revenue allocation will remain unchanged.

GRANT REVENUE ALLOCATION EFFECTIVE MAY 1, 2019

2017-2018 Enrolment
Data

	Laurentian University	U of S	Huntington	Thorneloe	Total Federated	Grand Total
Grant						
WGU	16,247.5	97.5	263.7	111.1	472.3	16,719.8

Grant Revenue Allocation to Federated Universities based upon 2017-18 data and effective May 1, 2019 to April 30th, 2020:

	U of S	Huntington	Thorneloe	Total Federated
Grant				
Core	283,043	765,521	322,523	1,371,087
Performance	41,075	111,093	46,805	198,972
Northern	212,816	172,832	80,462	466,185
Bilingualism	615,185	0	0	615,185
Total Grant Distributed	1,152,119	1,049,446	449,790	2,651,354

FRP funding will continue on the same basis as is currently allocated, pending any change in the funding formula by the Ministry. Prior year's allocations and distributions were as follows:

CAPITAL GRANTS	TOTAL PROVINCIAL ENVELOPE	TOTAL LU + FEDS	Laurentian	U of S	Huntington	Thorneloe
			92.98 %	3.54 %	2.04 %	1.43 %
2018	40,000,000	656,308	610,235	23,299	13,389	9,385
2017	56,093,200	920,300	855,694	32,671	18,744	13,161
2016	26,630,000	436,900	406,229	15,510	8,913	6,248
2015	17,300,000	291,800	271,315	10,359	5,953	4,173
2014	17,300,000	291,800	271,315	10,359	5,953	4,173

SCHEDULE "B"
TUITION REVENUE DISTRIBUTION

Tuition fee revenue ("**Tuition Revenue**") resulting from course registrations are received by each Recipient offering the courses, from Laurentian University.

All Tuition Revenue collected from students for course registrations at Federated Universities are transferred by Laurentian University to the Recipient, net of Tuition Set-Aside (TSA). Beginning in 1996/1997 the TSA fund was established in addition to the government's Ontario Student Assistance Program (OSAP). The fund required universities to expend the TSA amount annually to provide financial support to students through bursaries, scholarships, work-study programs and work between academic terms. This is monitored annually by the Ministry.

Laurentian University administers scholarships and bursaries paid from the TSA funds to students registered at all Federated Universities. Laurentian will continue to calculate the TSA percentage annually.

Work study is a component of TSA. Laurentian University will allocate a proportionate share to each Federated University for work study. For clarity, the total amount for work study in 2019-20 will be \$50,000. The Recipient will receive a proportionate Work Study share based upon its *pro rata* share of the amount of tuition revenue allocated to it by Laurentian University. The Recipient shall provide supporting information on their use of Work Study funds to Laurentian University in order to allow for reporting to the Ministry.

SCHEDULE “C”
ADMINISTRATIVE SERVICES PROVIDED BY LAURENTIAN UNIVERSITY

Laurentian University provides services to its students and academic departments through a number of central services. Laurentian University strives to optimize the delivery of cost-effective, flexible and reliable services to all customers.

There exists an understanding between the Recipient and Laurentian University that they will work together, in good faith, to achieve synergistic benefits through administrative capacity and efficiencies.

Consistent with that understanding, Laurentian University provides the following services to the Recipient and the student population: student fees collection and accounting, central computing services, administration of all pension and employee benefit services, security, registrarial functions, library, recruitment and liaison services, student support services (such as but not limited to academic advising, international supports, mental health and wellness, accessibility and counselling services, campus recreation, equity and diversity).

While ensuring efficiency among Laurentian University and the Federated Universities and in promoting elimination of duplication, Laurentian University shall recover the cost of providing services through the payment by each Federated University of an annual Administrative Service Fee. As at and from the Effective Date, the actual administrative cost associated with the provision of these student services by Laurentian University represents approximately 30% of Laurentian University's total annual expenses. For clarity, these costs do not include the provision of any facility costs or administrative costs other than those provided to the Recipient.

The Administrative Services Fee will be deducted annually from the Grant Revenue and Tuition Revenue distributions made by Laurentian University to each Federated University in accordance with Schedule A. Effective May 1, 2019, the Administrative Services Fee payable to Laurentian University by each Federated University shall be set at 15% of shared gross revenue with the Recipient (comprised of Grant Revenue and Tuition Revenue), all as set out on Schedule A.

Laurentian University and the Recipient will continue to identify opportunities for increased operational capacity and efficiencies through ongoing, successful collaborations in connection with administration services including but not limited to:

- × 1. (Environmental/facility services, (includes sharing of operating costs of facilities, leases, utilities, maintenance, etc.);
- 2. security services;
- 3. human resources;
- × 4. procurement;
- × 5. insurance and risk;
- × 6. ancillary services;

- 7. technology services;
- 8. financial services;
- 9. registration, collection and accounting of tuition and ancillary fees;
- ✕ 10. students support services;
- 11. advancement support and alumni;
- 12. communications support;
- ✕ 13. francophone support services;
- 14. Indigenous support services;
- 15. emergency preparedness

This is **Exhibit “D”**
referred to in the Affidavit of Sydney Edmonds
sworn before me this 15th day of April, 2021



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

Michelle Nicole Alexander, a Commissioner, etc.,
Province of Ontario, for Koskie Minsky LLP,
Barristers and Solicitors.
Expires August 28, 2023

**NOTICE BY LAURENTIAN UNIVERSITY OF SUDBURY TO DISCLAIM OR
RESILIAE AN AGREEMENT**

To: Thorneloe University

And To: Ernst & Young Inc., in its capacity as the Court-Appointed Monitor of the Applicant (the "Monitor")

TAKE NOTICE THAT:

1. Proceedings under the *Companies' Creditors Arrangement Act* (the "Act") in respect of Laurentian University of Sudbury ("Laurentian") were commenced on the 1st day of February, 2021.
2. In accordance with subsection 32(1) of the Act, Laurentian gives you notice of its intention to disclaim or resiliate the following agreements:

Federation Agreement between Laurentian and Thorneloe University dated 1962, as same may have been amended from time to time.

Financial Distribution Notice between Laurentian and Thorneloe University dated May 1, 2019 amending the Proposed Grant Distribution and Services Fees agreement between Laurentian, the University of Sudbury, Thorneloe University, and Huntington University dated November 10, 1993.

3. In accordance with subsection 32(2) of the Act, any party to the agreement may, within 15 days after the day on which this notice is given and with notice to the other parties to the agreement and to the Monitor, apply to court for an order that the agreement is not to be disclaimed or resiliated.
4. In accordance with paragraph 32(5)(a) of the Act, if no application for an order is made in accordance with subsection 32(2) of the Act, the agreements are disclaimed or resiliated on the 30th day of April, 2021, being 30 days after the day on which this notice has been given.
5. For more information on the CCAA proceeding affecting Laurentian, you may visit the Monitor's website at: <https://documentcentre.ey.com/#/detail-engmt?eid=459>.

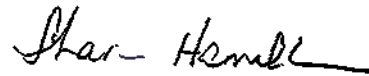
Dated at Sudbury, Ontario, on April 1, 2021



Laurentian University of Sudbury
Robert Hache – President and Vice-Chancellor

The Monitor approves the proposed disclaimer or resiliation.

Dated at Toronto, Ontario, on April 1, 2021.



Sharon Hamilton,
Senior Vice President
Ernst & Young Inc., in its capacity
as Court-Appointed Monitor

This is **Exhibit “E”**
referred to in the Affidavit of Sydney Edmonds
sworn before me this 15th day of April, 2021



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

Michelle Nicole Alexander, a Commissioner, etc.,
Province of Ontario, for Koskie Minsky LLP,
Barristers and Solicitors.
Expires August 28, 2023



April 2, 2021

VIA EMAIL

D.J. Miller
Suite 3200, TD West Tower
100 Wellington Street West
P.O. Box 329, Toronto-Dominion Centre
Toronto, Ontario M5K 1K7

Andrew J. Hatnay
Direct Dial: 416-595-2083
Direct Fax: 416-204-2872
ahatnay@kmlaw.ca

Dear Ms. Miller:

Re: Laurentian University CCAA – Thorneloe University

Federation Agreement between Laurentian and Thorneloe University dated 1962

Financial Distribution Notice between Laurentian and Thorneloe University dated May 1, 2019 amending the Proposed Grant Distribution and Service Fees agreement between Laurentian, the University of Sudbury, Thorneloe University, and Huntington University dated November 10, 1993.

We acknowledge receipt of your client's Notice of Disclaimer under section 32(1) of the CCAA dated April 1, 2021.

Please be advised that Thorneloe University objects to the Disclaimer and intends to apply to court under section 32(2) of the CCAA for an order that the above-noted agreements not be disclaimed.

We will contact you to discuss a litigation schedule for the court application.

Please also be advised that we reserve the right to cross-examine all affiants of affidavits that are filed, as well as to cross-examine the Monitor on any report.

Yours truly,

KOSKIE MINSKY LLP

A handwritten signature in black ink, appearing to read "Andrew J. Hatnay", with a stylized flourish at the end.

Andrew J. Hatnay

AJH:vdl



- c. Client
Sharon Hamilton, *Ernst & Young Inc.*
Ashley Taylor, *Stikeman LLP*
Eugene Meehan, Q.C., *Supreme Advocacy LLP*
Demetrios Yiokaris, Sydney Edmonds, *Koskie Minsky LLP*

This is **Exhibit "F"**
referred to in the Affidavit of Sydney Edmonds
sworn before me this 15th day of April, 2021.



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

Michelle Nicole Alexander, a Commissioner, etc.,
Province of Ontario, for Koskie Minsky LLP,
Barristers and Solicitors.
Expires August 28, 2023

Our Campus in the 1960s

[Home \(https://laurentian.ca/\)](https://laurentian.ca/) > **[About \(https://laurentian.ca/about-laurentian\)](https://laurentian.ca/about-laurentian)** > **[Faculties \(https://laurentian.ca/faculties\)](https://laurentian.ca/faculties)** > **[Faculty of Arts \(https://laurentian.ca/faculty/arts\)](https://laurentian.ca/faculty/arts)** > **[Our History \(https://laurentian.ca/faculty/arts/our-history\)](https://laurentian.ca/faculty/arts/our-history)** > Our Campus in the 1960s

Welcome to our historical campus tour.

As you step back in time to the early 1960s, you will witness the dramatic changes taking place as Laurentian University and its three federated partners - the University of Sudbury, Huntington University and Thorneloe University - embark simultaneously on construction projects to build the Sudbury campus.

You will also discover the curious spaces in downtown Sudbury, including a former funeral parlour and the floor above a pool hall, where classes were held temporarily while the four institutions were anxiously awaiting the opening of the new campus.

UNIVERSITY OF SUDBURY (1957)

We will start with a visit to the University of Sudbury which acquired the status of a university in 1957, having been founded as a Jesuit college (Sacred Heart College) in 1913. The College was located on Notre Dame Avenue at Kathleen Street.



Notre Dame Avenue at Kathleen Street

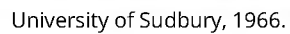
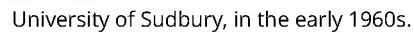
Father Alphonse Raymond was the president of Sacred Heart College and became the first president of the University of Sudbury. His expansion plan included new programs and buildings at the new campus on Ramsey Lake Road.

While construction was underway, the University of Sudbury rented space on Elm Street in downtown Sudbury.



Father Ambrose

Construction of the new buildings began in 1963.



3/21



Lucien Matte Residence, August 1965.



Lucien Matte

Construction of the University of Sudbury was completed by 1967.



University of Sudbury, 1967.



Sudbury Campus, 2010.

LAURENTIAN UNIVERSITY (1960)

Laurentian University was established in 1960 as a secular institution through the combined efforts of the University of Sudbury and delegates of the United Church of Canada and the Anglican Church of Canada.

During construction of the new campus on Ramsey Lake Road, classes were held at various locations in downtown Sudbury including Larch Street, Elgin Street, Lisgar Street and Durham Street.



Official entrance of the Laurentian University downtown campus on the Empire Block on Elgin Street, 1960.



Student lounge and Dean of students
DeMarco building, n.d.



Classrooms above Sudbury Billiards, n.d.

During the fall of 1963, the new Arts and Humanities building began to take shape. The building was to house faculty offices, the Extension Division offices, language and psychology labs, seminar

rooms, and the bookstore.



Arts and Humanities Building, August 2, 1963.



Arts and Humanities Building, November 1963.

The Arts and Humanities Building opened officially on October 8, 1964. In this photo, the Parker Building which housed the Library (hence the building code L) is barely visible.



Arts and Humanities Building, October 3, 1964.

By the time Olympic swimming champion Alex Baumann is welcomed home 20 years later, the Parker Building has been expanded and trees have taken root. Mr. Baumann graduated from Laurentian University with a B.A. in political science in 1990.



Arts Building, September, 1984.

As the greening of the campus continued, the buildings, once fully visible, became partially obscured.



The entrance to the Sudbury campus on Ramsey Lake Road, 1972.



The entrance to the Sudbury campus on Ramsey Lake Road, 2013.

HUNTINGTON UNIVERSITY (1960)

Huntington University was established in 1960. Affiliated with the United Church of Canada, it was named after the Rev. Silas Huntington (1829-1905), a Methodist minister who established churches in Sudbury and across Northern Ontario.

Huntington University purchased the former Jackson and Barnard funeral parlour at 83 Larch Street and held classes there during the construction phase of the new campus.



Huntington University, 83 Larch Street, ca 1961.

The J.W. Tate Library (1972) was named after Joseph Walter Tate, a founding member of the Board of Regents.

Lautenslager Hall opened in 1977 following a second construction phase. Also known as the Social Centre, it was named after the Rev. Dr. Earl S. Lautenslager, a minister of the United Church of Canada.



Huntington University during the later construction phase, n.d.



Rev. Dr. Earl S.
Lautenslager

More recently, the Loughheed Teaching and Learning Centre of Excellence (2010) was named in honour of Marguerite and Gerry Loughheed Sr. in recognition of their contributions to the Sudbury community.

THORNELOE UNIVERSITY (1963)

Thorneloe University was established in 1963. Affiliated with the Anglican Church of Canada, it was named after the Most Rev. Dr. George Thorneloe (1848-1935), who was ordained as an Anglican priest in 1875 and who served as Bishop of Algoma (1896-1927) and later as Metropolitan of Ontario.

Like Huntington University, Thorneloe University had a second construction phase during which an extension was added.



Thorneloe University, Building Extension: July 25, 1990.



Rev. Dr. George
Thorneloe

“UNIQUELY HAPPY COOPERATION”

When the new campus on Ramsey Lake Road opened in 1964, the International Nickel Company of Canada Limited, which made the largest corporate donation to the University's Founders' Fund, declared that: “The new campus of Laurentian University will stand as a hopeful and permanent monument to the uniquely happy cooperation between churches, community and industry.”



Signing the Laurentian University Act of Incorporation, 1960.

R.J. Boyer, J.-N. Desmarais, R.D. Parker, J.E. Fullerton, L.J. Côté, R. Béslisle, E. Bouvier, E.S. Lautenslager, Chief Justice Hon. Dana Porter, Administrator.

Industry support for the new university is reflected in the names of some of the buildings. These include:

The Parker, named after Ralph D. Parker, former senior vice-president of the International Nickel Company of Canada (INCO), who was the first Chair of the Board of Governors of Laurentian University (1960-65).

The Fraser, named after Horace J. Fraser, former president of Falconbridge Nickel Mines, who was the second Chair of the Board of Governors of Laurentian University (1965-69).

The Ben Avery, named after Benjamin F. Avery, vice-chair of the board of KVP Sutherland Paper in Espanola, who was a member of the executive of the Board of Governors of Laurentian University.

UNIVERSITY COLLEGE (1960)



Huntington University Students in 1960. In the early years, male students outnumbered female students by 4 to 1.

In the early years, the University of Sudbury, Huntington University and Thorneloe University were not eligible for full provincial funding due to their church affiliations. After much debate, a non-denominational University College was established at Laurentian University to house all of its departments and programs. Just two weeks prior to the start of classes in 1960, it was decided that the Arts, Science and Engineering programs developed at the University of Sudbury and the faculty teaching them would have to be transferred to Laurentian University in order to meet the funding eligibility requirements.

In September 1960, University College had 14 full-time students, Huntington University had 36 and the University of Sudbury had 135. Initially, only philosophy and religious studies would be taught at the three federated institutions. The funding regulations soon changed and by 1974, the federated Universities were fully funded and able to develop new programs. Today, students in the B.A. at Laurentian University may be taking courses at all four institutions without even realizing it.



University College Residence, 2014.

In the 1960s, all four institutions referred to themselves as members of the Laurentian Federation which included University College, the University of Sudbury, Huntington University and Thorneloe University. However, as University College grew, the Laurentian University administration began to speak of Laurentian University and its three federated partners. The old name *University College* is no longer used today but has been preserved in the name of one of Laurentian University's student residences.

THE AFFILIATED UNIVERSITIES



Dr. John S. Daniel, president of Laurentian University (left), signs new affiliation agreement, Hearst, February 14, 1986.

The University of Hearst has been affiliated with Laurentian University since 1963. Founded in 1953 as the Séminaire de Hearst, it became the Collège de Hearst in 1959, and then the Collège Universitaire de Hearst in 1972 at which time it ceased offering a high school program. In May 2014, it became the Université de Hearst. Its curriculum is approved by Laurentian University's Faculty of Arts Council.

In 1965, Algoma University College was established in Sault Ste. Marie. A year later, Nipissing University College was established in North Bay. Both commenced classes in 1967 and were affiliated with Laurentian University. New affiliation agreements were signed in 1986 but on December 10, 1992, Nipissing University became independent. The affiliation with Algoma University ended in 2008 when it also gained full university status.

THE EXTENSION DIVISION

In 1960, Laurentian University established an Extension Division for part-time students and distance education. In 1962-63, there were 414 students in evening courses in Sudbury, another 172 students in evening courses in North Bay, Parry Sound and Sturgeon Falls, 264 students in general culture courses and 368 students in summer courses. The same year, on-campus enrolments at Laurentian University stood at 272 full-time students. In a press release dated October 14, 1960, it was announced that courses in Economics and French would be broadcast by the local television station CKSO, a first in Canada. By the mid-1960s, courses were available by videotape. By 1966-67, 74 different courses were on offer to over 1000 students in eleven centres including Sudbury.



Anishinaabe workers, both men and women, attend an Extension course at a Catholic church in Garden Village, south of Sturgeon Falls, in March 1962.

By the mid-1970s, Extension courses were being delivered: 1) face-to-face in small towns and on reserves around the region; 2) off-campus by correspondence, audiotape, videotape or television; and 3) on-campus as evening or summer courses. While some were university credit courses, others were non-credit courses or adult education courses for students without a secondary school education. A number of faculty members travelled to various towns (Timmins, Elliot Lake, New Liskeard, Kirkland Lake, Englehart, Cobalt, Sturgeon Falls, Bracebridge and Parry Sound) every second weekend to teach three hour classes on Friday evenings and Saturday mornings.

In 1981, the 3-year B.A. in Religious Studies was offered for the first time by distance. In 1986, the distance education program was named Envision. By 1994, some 5,761 students had obtained a B.A. by distance. In *Changing Lives: Women in Northern Ontario* (eds. M. Kechnie and M. Reitsma-Street, Toronto/Oxford: Dundurn, 1996), Dr. Anne-Marie Mawhiney and Dr. Ross Paul noted the high participation rate of Aboriginal women in distance education courses.

Today, students may complete a 3-year B.A. by distance with a concentration in Gerontology, History, Indigenous Studies, Psychology, Religious Studies, Sociology or Women's Studies. A 4-year B.A. in Indigenous Studies is also available. Courses are now run with a Learning Management System which allows for online discussion forums, the online submission of assignments and electronic grading.

In the early years, the course offerings were aimed primarily at adult learners. The courses on anti-communism and leadership training for miners created in 1958 by Alexandre Boudreau, a Jesuit professor of Economics hired by the University of Sudbury, were particularly popular during a time

of tense struggles between Local 598 of the International Union of Mine Mill and Smelter Workers (IUMMSW), which represented 18,000 workers at INCO and Falconbridge nickel mines, and the United Steelworkers of America (UWSA), which had been granted jurisdictional rights to those workers by the Canadian Congress of Labour (CCL), following the expulsion of the IUMMSW from the CCL in 1949. In 1958, the strike led by Mine Mill was thought to be the work of communists. There were demands for reforms from within Mine Mill, ultimately leading to a membership vote in Sudbury from February 27 to March 2, 1962, which resulted in the creation of Steelworkers Local 6500 in November 1962.

Jesuit economics professor Alexandre Boudreau, who had previously established co-operatives for fishermen in the Maritimes, formed the Northern Workers' Adult Education Association. In collaboration with the Steelworkers and the Canadian Labour Congress (CLC), he designed courses on anti-communism and leadership training for miners, geared towards workers without a secondary school education. Actively supported by the Roman Catholic Church, the courses were intended to help fight communist infiltrations, promote co-operatives, and equip workers to take on leadership roles, particularly in the campaign to win the membership vote for the Steelworkers at the expense of Mine Mill. At the time, the senior vice-president of the International Nickel Company of Canada (INCO) was Ralph D. Parker, Chair of the Board of Governors at Laurentian University

Classes were held in Catholic churches across the region. An article appeared in the *Sudbury Star* on March 14, 1962 regarding a course for Anishinaabe workers, held at a church in Garden Village, south of Sturgeon Falls: "Guest lecturers are on hand each week to give information on such subjects as leadership qualities, use of leisure time, Indian culture, communism, current events in Africa, co-operatives, and primary education for Indian children. [...] A very interesting program of colored slides and movies was presented by Father McKey showing his tour through Canada and northern United States visiting Indian schools and churches."

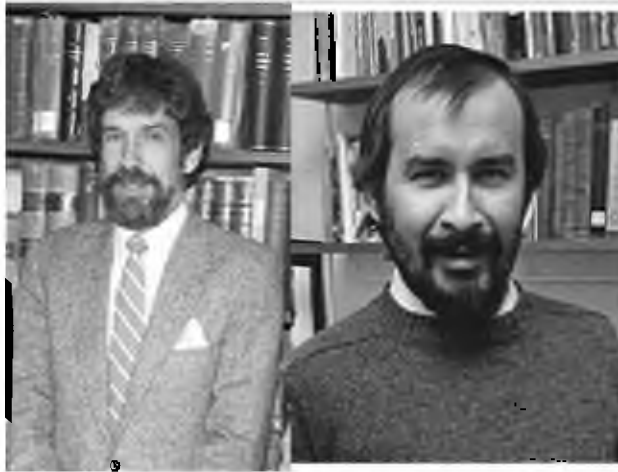
L'UNIVERSITÉ CANADIENNE EN FRANCE (1987-96)



Université canadienne en
France, *Gazette*, March 13, 1992

From 1987 to 1996, the Université canadienne en France (UCF) offered a one-year program in Villefranche-sur-Mer, France for as many as 200 Canadian students, primarily from anglophone universities. Initiated by Laurentian President Dr. John S. Daniel who had studied in Oxford and Paris, and Sam Blyth of Blyth and Company, a Toronto-based student travel firm, the program was coordinated by Dr. Douglas Parker, English professor and former Dean of Humanities, from 1987 to 1992, and then by Dr. K. Walter Schwager, Sociology professor

and former Dean of Social Sciences, from 1992 to 1996. Consisting mainly of second-year Humanities (Literature, Music, History, Classical Studies) and language courses, the program was intended "to equip future leaders in different areas of Canadian life with bilingual competency and understanding". Students from Ontario universities were able to receive transfer credits and paid the same tuition fees as students at Laurentian University in Sudbury. The program was terminated in 1996 for financial reasons.



Dr. Douglas Parker

Dr. K. Walter Schwager

THE BARRIE CAMPUS (2001-2017)

The first Laurentian University courses in Arts were offered in Barrie after Laurentian President Jean R. Watters (1998-2001), founding president of Collège Boréal, signed a partnership agreement with Georgian College to offer joint B.A and B.Com. degrees. Barrie programs in English, History, Political Science, Psychology and Sociology offered through Georgian College's University Partnership Centre were administered by Dr. Donald Dennie (2001-06), Dr. Susan Silverton (2006-07), Dr. Thomas Gerry (2008-10) and Dr. Bernadette Schell (2010-14).



University Partnership Centre, Georgian College - Barrie

In 2008-09, the first Arts faculty members in Barrie to receive tenure-track appointments were Dr. Adam Sol, English, Dr. Daniel Byers, History, Dr. Todd Webb, History, Dr. Michael Johns, Political Science, Dr. Chantal Arpin-Cribbie, Psychology, and Dr. Marianne Vardalos, Sociology.

In 2013-14, there were 13 full-time Arts faculty members in Barrie serving some 489 students (395 full-time equivalents). Laurentian University faculty offices were located in a strip mall at 130 Bell Farm Road.



Faculty Offices - 130 Bell Farm Road, Barrie, ON.

SUDBURY CAMPUS MODERNIZATION (2014-17)

In the Fall of 2014, the Arts Building in Sudbury reached its 50th birthday. The building was repainted and the seminar rooms refurbished in 2015. In January 2016, the Classroom Building reopened with updated classrooms and teaching technology.

- **Academics (/academics)**
- **Admissions (/admissions)**
- **Helpful Contacts (/help)**
 - **Services (/services)**
 - **Research (/research)**
- **About (/about-laurentian)**
- **Directories (/faculty-staff)**

Contact Us

1.800.461.4030 (tel:18004614030)

705.675.1151 (tel:17056751151)

View Campus Map (/campus-maps)

935 Ramsey Lake Rd. Sudbury, ON P3E 2C6 (<https://goo.gl/maps/v5bzLUvKhNFwYDs9>)

This is **Exhibit "G"**
referred to in the Affidavit of Sydney Edmonds
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Opinion / Column

How to fix Laurentian University without gutting it

Start by hiring new management and appointing a new board

Special to The Sudbury Star

Apr 14, 2021 • 19 hours ago • 5 minute read • [Join the conversation](#)



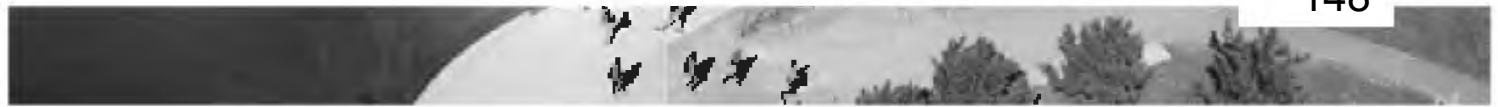
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Laurentian University.

By Lionel Rudd



First Look: 2023 Cadillac Lyriq

Recent pronouncements emanating from Robert Hache, president of Laurentian University, aided and abetted by the management, has precipitated a tsunami of events that has surely poisoned the well for the university, started by the insolvency crisis and culminating by severing ties with the three federated universities, along with throwing students and the community under the bus simultaneously.

It may take decades to rebuild and regain the hard-won confidence and reputation that has taken so much time and effort to create for Laurentian. You cannot un-ring a bell – irreparable damage has already been done.

I feel a sense of betrayal and despair, despondency and a sense the community, students, faculty, support staff and the physical plant staff share such feelings of betrayal by the management of Laurentian University. There appears to be no end to the chaos the unfolding mess management is heaping upon the faculty, staff, students and the community of Sudbury.

STORY CONTINUES BELOW

It is a calamity of Titanic proportions. It seems that, like the Titanic, the Laurentian ship has been blindly steered into an iceberg of sorts but unlike the Titanic, LU management is sacrificing the crew and the passengers, and the community is the recipient and victim of the collateral damage and loss. And chaos prevails.

It appears we are observing a cross between total and complete mismanagement compounded by a corporate Ponzi scheme of sorts. I would like to point out the hopes and dreams of thousands — and at the cost of several millions of dollars — a valuable entity has been all but destroyed along with the trust of the whole education community and the community at large. Think of the destructive influences the current chaos is having on the accreditation of the professional schools on campus. We really need nurses, midwives, radiation technologists, engineers and the like. All these programs must receive proper accreditation for those graduates to be able to practice their professions. And they require their professional license in order to practice, in order to serve the community.

Laurentian over the years has accumulated an incredible number of diverse, dedicated and learned individuals that served as faculty. These are an immense local storehouse of knowledge, and scientific skills and abilities. There is also a corps of dedicated support staff of technical and service employees along with the skilled tradespeople who keep all the services running smoothly. A dream team and the real asset for the institution, and the community.

STORY CONTINUES BELOW

There is much mention of the costs. There is a difference between cost and value. The people alluded to in the previous paragraph have been responsible for the training, education and academic guidance of thousands of people over the years. The skilled graduates from Laurentian have gone on to significant roles in industry, education, and science and society, and they are now responsible for using those skills and talents in endeavours that could be valued in billions of dollars. The benefits are truly immense. They are a most valuable and treasured asset. True value in every sense.

So many of the faculty, support staff and other regular employees of LU have voluntarily given so much of their talents freely to our community for the past 60 years. But benefactors have been betrayed, too. Think of the Doran family who financed the planetarium; the McEwen family with the school of architecture; the Goodman School of Mines; the Bharti School of Engineering; and the Cliff Fielding research, innovation and engineering building to mention but a few. And then there are those trusting souls who donated money for bursaries and scholarships in memory of loved ones and to help students on their scholastic journey.

Of great significance and great importance is the Indigenous Studies program at the University of Sudbury, which is an all-encompassing highly valued program that spreads its knowledge to many other campuses and community disciplines and programs. It was founded by Ed. Newbery, circa 1977. And we must be ever mindful that Laurentian University sits on the traditional territory of the Three Fires Confederacy, the Indigenous community that predates European contact and colonization. History and tradition is very important too.

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But there could be solutions.

- Completely disband the current management team and board of governors, and replace it with a skilled, qualified caretaker management team properly trained and with proven experience in leadership. Such a team would have a five-year mandate to create a new template for the strong governance of Laurentian and work towards building and re-establishing some credibility. While encouraging diversity on campus with international students, abandon the current cash cow model that has been the opioid for current management for some time.
- Maintain existing faculty, support staff and physical plant staff as is.
- Sell the current school of architecture building downtown (it would probably fetch \$20 million and could become a casino) and move the school to the English education building on campus where there is the critical mass of students, amenities and facilities.
- Sell the Living with Lakes Centre and move the department to the campus proper. This could fetch another \$10 million or so.
- Sell the president's residence on John Street; this could realize around \$2 million or so.

The problems of Laurentian University have a genesis of sorts going back 10 or more years. The dilemma of today did not happen overnight. There must be a goodly measure of responsibility and accountability placed on the decision-makers who have been the architects of this debacle. They surely must pay; after all, no doubt many received 'golden' handshakes when their time was up.

STORY CONTINUES BELOW

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The warning signs would have been obvious to those who should have been keeping score on the accounts, as well as the auditors and the managers – obviously ignored. And the ensuing damage is immeasurable.

In the future, Laurentian will require a very strong dynamic and inspiring leader(ship). Be ever mindful of the words of the famous American army general, George Patton, who was quoted as saying, "You herd sheep, you drive cattle but you lead people."

I resent the idea of having the Ontario government bail out Laurentian with taxpayer money. Simply throwing money at the problem will not solve anything. Those who are culpable should be made to pay one way or another, and should be prevented from going to other institutions and causing similar harm.

It was my privilege to have worked with such a fantastic dedicated group of academics, the technical and support staff colleagues, and the amazing crew from the physical plant and the print shop.

Laurentian University, like all such institutions, is for learning; research; discovery and broadening the spectrum of knowledge and understanding; and the cultivation of serious thought and understanding.

Lionel Rudd is a former employee of Laurentian University within the School of Engineering.



NEWS NEAR SUDBURY

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Sudbury**'An ugly stain for years to come': Laurentian University students, staff reeling from cuts**

Associations boost calls for province to step in with funding for Sudbury, Ont., school

CBC News • Posted: Apr 13, 2021 5:30 AM ET | Last Updated: April 13



Adam Kirkwood, a PhD student in the boreal ecology program at Laurentian University, one of the graduate programs left unscathed by cuts announced Monday, said Tuesday the school community is 'going through a lot.' (Adam Kirkwood/Supplied)

The emotionally charged reaction to deep cuts to staff and programs at Laurentian University continued to pour in Tuesday, a day after the news first hit students, staff and other interests in the Sudbury, Ont., community.

On Monday, roughly 100 faculty members lost their jobs and dozens of programs were axed.

Adam Kirkwood, a PhD student in Laurentian's boreal ecology program, one of the grad programs that avoided the cuts, said Tuesday he's experiencing, sadness, fear and guilt.

"I am one of the lucky ones where my supervisor wasn't terminated and my program wasn't terminated. But I'm watching everyone being cut and terminated, and all of my friends who are losing supervisors," he said.

"They're going through a lot. I don't even think they or their supervisors know what their plans are. And definitely there's a lot of fear for those students, and I feel absolutely terrible for them."

As Laurentian manoeuvres the insolvency process, the job and program cuts are the most stunning development yet, the result of an academic senate vote last week that aims to help the financially beleaguered university restructure operations.

Laurentian's court proceeding under the Companies' Creditors Arrangement Act (CCAA) started Feb. 1. The insolvency process allows for creditor protection, so organizations can keep operating while undergoing changes to regain financial footing.





Staff, faculty and students are mourning dozens of job losses and program cuts at Laurentian University in Sudbury, Ont. (Yvon Theriault/Radio Canada)

Read the list of program cuts here

Kirkwood said people are reaching out and asking how this incredible situation unfolded.

"There's decades of mismanagement that came to a head and then, unfortunately, some decisions were made that weren't in the best interest of preserving the university," he said.

"The university has really just been reduced to a numbers game, and trying to satisfy creditors and balance the books rather than thinking about the people at the university and community of the university."

Kirkwood acknowledged finances are important for a university, but he doesn't believe it's a business.

"It's a place of higher education where people are able to go and learn, and develop critical thinking skills and learn about so many different aspects of life or science or art," he said.

"And if you're running it as a business, then things become a product. And I think that, at some point, defeats the purpose of what a university is purposed to do."

- **AUDIO Laurentian faculty face tough, tight decisions around retirement and pensions**
- **AUDIO Laurentian University terminates federation agreements with Huntington, Thorneloe and University of Sudbury**

Earlier Tuesday, Prime Minister Justin Trudeau weighed in on the evolving situation at Laurentian, shifting the focus to the Ontario government.

"Our francophone institutions, particularly for minority communities like franco-Ontarians, are extremely important that we protect," he told reporters in Ottawa.

Trudeau gave assurances that Minister of Official Languages Mélanie Joly has reached out to her Ontario counterparts "to see what their plan is to support and protect this institution."

"The federal government will be there to support. But it is a provincial jurisdiction, and therefore they need to figure out what the plan is. And we will be there to support because we know how important it is to protect official language minorities across the country."

Province on 'the sidelines'

On Tuesday morning, Sudbury MPP Jamie West delivered a passionate member's statement at the Ontario Legislature, detailing ways students, faculty and the broader community are being affected by the Laurentian situation.

West also called out the province for not stepping in to provide funding and prevent the cuts.

"Conservatives aren't defending francophone and Indigenous programs ... The Conservatives are responsible for every single one of these job losses, and [the] Conservatives could have stopped this from happening and are simply refusing to get off the sidelines."

Students, staff and faculty have felt as if they've been on the sidelines since Laurentian surprisingly launched its financial insolvency. Little has been said to the school community as administrators swiftly moved to try to find solutions.

Monday's cuts were a gut punch for people including political science student Katlyn Kotila.





Katlyn Kotila, a political science student, said the deep program and staff cuts are 'an absolute loss, not just for the university, but especially for students.' (Submitted by Katlyn Kotila)

"I found out the news on my program on Twitter ... but then to see it officially confirmed in the email was just absolutely heartbreaking," said Kotila.

"It's an absolute loss, not just for the university, but especially for students. These students came to Laurentian to study with academics who are top of the class in their field. Many of these professors are doing incredible things in the fields that they study."

Faculty, dismissed or not, also react

"I've got friends and colleagues whose lives are destroyed. It's brutal," said Albrecht Schulte-Hostedde, a professor in the department of biology and a Canada Research Chair.

"I have to go back to work, and how am I going to handle working for an administration that implemented this grossly inhumane and cruel plan? It's very difficult."

The biology department is not part of the School of the Environment, which has been shuttered, but the discontinued ecology and restoration biology programs are within the department where Schulte-Hostedde works.





Albrecht Schulte-Hostedde, a Canada Research Chair of Applied Evolutionary Ecology at Laurentian University, called the staff and program cuts 'grossly inhumane and cruel.' (Albrecht Schulte-Hostedde)

"The entire legacy of the re-greening of Sudbury has been wiped out," said Schulte-Hostedde. "The university uses its expertise in environmental science and environmental studies in its marketing. Its strategic plan points out our expertise and productivity in those areas. It has wiped out the whole school of the environment.

"I am deeply deeply worried about my colleagues and friends. I am worried about the mental health state of all of the people who have endured this inhumane process we have been asked to go through," he said.

"Every aspect of what made Laurentian unique — its Indigenous character, the francophone programs — all of that stuff is just gone."

Losing academic programs will 'hurt,' prof says

Gone as well will be money flowing into the Greater Sudbury economy, something David Robinson, an associate professor of economics at Laurentian, said will be in the tens millions of dollars.

In the wake of the cuts, the professional programs were left intact.

"Which is kind of appropriate for the city; it's the right general direction," said Robinson.

"This is Canada's big mining town. Right? This is the mining university for Ontario. And I see that they haven't cut that part of the university."





David Robinson, a Laurentian economics professor, says the cuts will come with 'a whole cascading bunch of effects,' including to the school's reputation. (Yvon Theriault/CBC)

But the more academic programs are gone, which "will hurt a bit," said Robinson.

"We don't have a lot of people coming to Sudbury," he said. "When you don't have a decent arts scene, it's hard to get partners to move to Sudbury in many cases.

"There is a whole cascading bunch of effects. The reputation effect is one. It doesn't look good for a city that has been seen as a dirty mining town — and had changed its image to a large extent — to suddenly have its intellectual sector collapsing. That doesn't look good at all."

- **AUDIO Laurentian prof says retirement his best option as colleagues stressed 'like crazy' amid restructuring**
- **Laurentian University senators mull over plan for big changes at school**

Impact on Indigenous learning

A spokesperson for the Canadian Federation of Students-Ontario (CFS-Ontario), which represents 350,000 students, said French-language students are being targeted.

Midwifery, the only bilingual program of its kind and the only one in the North, is among the close to 40 French-language programs dropped, representing a big proportion of the cuts.

"Laurentian University is one of the most significant francophone institutions in the province," said Sébastien Lalonde, president of CFS-Ontario.

"Francophone students are being told that their education, language and culture aren't worth saving."

- **Laurentian University remains silent on the future of its programs**
- **AUDIO Laurentian University to acquire Huntington's gerontology program**

In a statement, CFS-Ontario also points out that Laurentian's mandate is tricultural, and a hub for Indigenous learning and research. It says the program cuts will have severe and negative impacts on Indigenous learning and language degrees.

"These groundbreaking programs have made significant contributions to Indigenous sovereignty, self-determination and decolonization through research and expansive curriculum," the statement said.

- **LUFA says termination notices at Laurentian University go out Monday, April 12**
- **Laurentian University cuts 100 professors, dozens of programs**

"These cuts counter the Truth and Reconciliation Commission of Canada's Call to Action #16: 'We call upon post-secondary institutions to create university and college degree and diploma programs in Aboriginal languages.'"

"It is unacceptable that students, who have invested so much in their education, are impacted by financial challenges created by reckless administrative decisions and the erosion of public university funding," said Kayla Weiler, CFS-Ontario's national executive representative.

"The manufactured crisis at Laurentian could be stopped at any time by the Ontario government. The 2021 budget is the third budget in a row with reduced funding for post-secondary education. It is time to invest in all students no matter where they live in Ontario."

Push for provincial funding help

For its part, the Ontario Confederation of University Faculty Associations (OCUFA) is calling for the resignation of Minister of Colleges and Universities Ross Romano, and for the province to provide immediate investment in Laurentian.

"If Ross Romano had done his job, none of these cuts would have occurred," said OCUFA president Rahul Sapra.

“I urge people to pay attention, because what happened at Laurentian can happen anywhere. And so hopefully this never has to happen to any other ... post-secondary institution ever again.”

- Katlyn Kotila, student

"Romano and the Ford government knew about the depths of Laurentian's financial difficulties for months, if not years. They had numerous opportunities to take action to avert this crisis. Instead, they chose to do nothing and betrayed the trust of Ontarians."

For students like Kotila, whose future as a student is now up in the air, Monday's news will be "an ugly stain on Laurentian University for many years to come."

"We're losing so many incredible academics and in the process. We're also going to be losing many students who will likely leave and go on to pursue academics elsewhere now that their program is being cut," she said.

"I urge people to pay attention, because what happened at Laurentian can happen anywhere. And so hopefully this never has to happen to any other ... post-secondary institution ever again."



Morning North 10:59

Sudbury is reeling from news of massive job losses and program cuts at Laurentian University

Lay-offs and program cuts at Laurentian University are rocking Sudbury and northern Ontario. Kate Rutherford joined us with some details of major steps being taken in re-structuring the insolvent institution.
10:59

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News / Local News

Growing anger, bitterness over Laurentian cuts

'These cuts disproportionately affected and hurt the francophone community, the Indigenous community and marginalized groups. We lost a part of Sudbury's unique soul on April 12'

Jim Moodie The Sudbury Star

Apr 14, 2021 • 12 hours ago • 5 minute read •  Join the conversation





Maria Iotzov, left, and Nadia Verrelli participate in a finger-weaving workshop at a celebration of Metis history and culture at Laurentian University in Sudbury, Ont. on Friday March 16, 2018. Verrelli, a professor, was let go as Laurentian announced deep job and program cuts this week. John Lappa/Sudbury Star/Postmedia Network

A student and professor taking part in a virtual press conference Wednesday regarding cuts at Laurentian University used the same phrase to describe their feelings after learning they would lose, respectively, a program and a job: “It’s overwhelming.”

Mario McLean, a third-year student at LU, said he will still be able to complete his studies but “the geography program I was in is gone,” and it won’t feel the same to him now to graduate from Laurentian.



First Look

“It’s coming from a university that’s been destroyed, so I’m not proud of my degree anymore,” he said.

Transitioning to a different program, meanwhile, will “add time to my studies and also money, more loans and longer to pay that off, so it’s quite a stressful situation,” he said.

McLean said he was in the midst of writing an exam on Monday as news broke regarding program cuts and teachers being laid off.

“I was trying to concentrate but wasn’t able to,” he said. “I did very poorly on my exam and submitted it anyway.”

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Nadia Verrelli, a professor of political science at LU, said she joined the university in 2014 and cherishes the connections she has made with students and staff.

“The students, the faculty, the support staff are the heart and soul of Laurentian,” she said. “They are the ones who welcomed me with open arms and made my time here incredible, exciting and memorable.”

All that came to an end for her on Monday, however, when she learned she would be out of a job, along with 100-plus colleagues.

“I was blindsided, devastated and hurt,” she said. “I’m still shocked.”

Verrelli said she is being let go without severance pay, will lose health benefits that are important to her in treating an autoimmune disorder, and will soon have to hand over a laptop that she was using to compose her latest book.

The way professors learned of their jobs being terminated was “inhumane,” she said, but the process has been equally unfair to students, who are “in pain, left confused, not knowing their next steps.”

The many programs on the chopping block are ones that “serviced the community in a meaningful way,” she said. “These cuts disproportionately affected and hurt the francophone community, the Indigenous community and marginalized groups. We lost a part of Sudbury’s unique soul on April 12.”

Verrelli and McLean had been invited to share their experiences by local NDP members Jamie West and France Gelinas, who argued Wednesday for the removal of Ross Romano as minister of Colleges and Universities.

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The Sault MPP knew about Laurentian’s financial woes months before the university sought creditor protection and “could have appointed a commission to take over the administration of Laurentian,” said West, noting this route was taken by the Progressive Conservative government of Bill Davis in the 1970s for Algoma University College.

“Mr. Romano chose not to help,” he said. “He allowed the CCAA (Companies’ Creditors Arrangement Act) process to move forward, a process that is extremely secretive and not designed for public institutions.”

This led to the cancellation of nearly 70 programs and idling of 110 profs, with other job losses expected among support staff such as technologists and clerks.

West received word during the press conference that a letter signed by more than 3,000 academics from across Canada had been sent to Romano, expressing solidarity with students and staff at Laurentian.

“Laurentian University and their community need long-term, stable funding to ensure that no student’s education and no jobs will be affected,” the letter states.

“There must be a community-oriented, collaborative process that is transparent and which serves as the foundation of any future actions taken on determining Laurentian’s future. What has transpired at Laurentian University sets a disturbing precedent for the administration of post-secondary education in the province of Ontario.”

While the shakeup at Laurentian has implications for other centres of higher learning far and wide, the most immediate impact will be felt locally, and it will be significant, said West.

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“Laurentian is our third-largest employer, so when you think of the money it brings in through research and research grants, the tuition, the staff and families that come to teach and live here, the students who do spending in the community and choose to set roots down, the economic impact is incredible,” he said.

One economist from the region has estimated the hit to the city’s economy could easily top \$100 million.

“It’s hard to do an economic impact analysis on the fly, but I would be surprised if the total loss in the immediate term to the economy of Sudbury wasn’t in the \$100-150 million range, once the impact on wages, salaries, staff, faculty and student spending are all factored in,” said Lakehead professor Livio Di Matteo on Tuesday.

Despite these consequences, the province has not stepped forward to preserve programs and jobs at Laurentian or its federated schools, the Sudbury MPP said.

“Mr. Romano did nothing to protect francophone and Indigenous students at the University of Sudbury,” said West. “He did nothing to protect nursing, psychology and social work students from Huntington University. He did nothing to protect arts, theatre and women’s studies students from Thorneloe

University.”

With many students now struggling to complete their studies, and in some cases scrambling to enrol in a separate institution to do so, a crowdfunding campaign has been created to supply them with financial support.

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“The goal of this Emergency Student Aid fund is to provide those students affected with additional funds to assist them with needs such as relocation, transfers to other universities, mental health support, and more,” reads the description at the GoFundMe page, launched Tuesday by students Kayla Christodouloupoulos and Demetra Evangelou.

Evangelou said she was taking a brief break from exams on Monday when she learned of the sweeping cuts and felt compelled to act, even though her own studies through the McEwen School of Architecture should be able to continue without too much of a wrinkle.

“I was sitting on my couch on Monday night, feeling so angry and frustrated, and just really sad,” she said. “I was tearing up and felt like it was almost our duty to do something, because even if the architectural school is not affected we are still part of the bigger community, and many friends close to me are impacted by this.”

Christodouloupoulos, a student in nursing, offered to help out and “created a form with a few questions students can complete,” said Evangelou. “If they are eligible, she can contact them through their email and e-Transfer them from the money we are raising right now.”

As of Wednesday evening, the campaign had raised nearly \$900 toward its \$10,000 target, and some students had already received assistance.

“Thanks to your efforts, we are currently sending out emergency funds to the first five students who have applied,” said Christodouloupoulos in an update. “All five of these students will need to transfer to different universities in order to be able to complete their degrees, and so these funds will go towards the costs related to their transfers.”

Each student who applies for the emergency aid is eligible to receive \$100.

To learn more about the campaign, you can visit tinyurl.com/v4uvw2.

jmoodie@postmedia.com

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News / Local News

Laurentian cuts could take more than \$100 million out of Sudbury's economy

Reductions will have wide-ranging economic, intellectual and social impacts, Northern economists say

Ben Leeson

Apr 13, 2021 • 1 day ago • 4 minute read •  Join the conversation

Laurentian and its federated universities' students, alumni, faculty, staff and community members, organized as Save Our Sudbury, participated in a rally in Sudbury, Ont. on Tuesday April 6, 2021. Despite the protests, Laurentian is moving ahead with program and job cuts, which could take as much as \$150 million out of the city's economy, one economist says. John Lappa/Sudbury Star/Postmedia Network

The impact of job and program cuts at Laurentian University this week will have profound and potentially long-term effects on the economy in Sudbury and Northeastern Ontario, experts told The Sudbury Star this week.

Laurentian, which filed for creditor protection in February, announced on Monday it would cut 58 undergraduate and 11 graduate programs, while laying off 110 faculty as part of its court-supervised restructuring under the Companies' Creditors Arrangement Act.



First Look: 2023 Cadillac Lyriq

Livio Di Matteo, professor of economics at Lakehead University in Thunder Bay, said the fact Laurentian's administration has chosen to restructure under the CCAA is indicative of the dire situation in which the university finds itself.

Companies that go into that type of creditor protection are most often private sector firms, he said, which are well-defined entities with a relatively narrow function.

"CCAA restructuring is a rather blunt tool, because it's basically to satisfy creditors and creditors, as long as they get their money, are quite happy with cost cuts being paramount, as opposed to any type of long-term impact and what the plan is for long-term revenue projection and recruitment," Di Matteo said.

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“Most universities have exigency provisions, but they really are long and cumbersome. This is the other extreme.”

The cuts announced on Monday will have a major impact, he said, both immediately and in the longer term, as the school has shed roughly a third of its course offerings and about 30 per cent of its faculty.

“I have heard 100, 110, but that is just faculty — there’s no numbers on staff,” Di Matteo said. “Just faculty alone, based on average salaries, you’re looking at a \$15 (million)-\$20 million direct hit to wages in Sudbury’s economy. If you look at indirect effects, in terms of the spending and multiplier effects, you’re probably looking at an impact of anywhere from \$30-40 million.”

Administrative positions and other staff may account for just as big a hit, he said, pushing the number to \$60-80 million in direct impact on the local economy.

A potential drop in enrolment, as students consider options other than Laurentian to pursue a post-secondary education, means less money will be spend locally on residence, apartments and restaurants.

“It’s hard to do an economic impact analysis on the fly, but I would be surprised if the total loss in the immediate term to the economy of Sudbury wasn’t in the \$100-150 million range, once the impact on wages, salaries, staff, faculty and student spending are all factored in,” he said.

Natalya Brown, associate professor of economics and co-ordinator of the economics program at Nipissing University in North Bay, said the laid-off Laurentian faculty and staff, whose jobs help support local businesses and charities, will not easily find work they’re qualified for in the North.

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“They have also bought homes, so that could have implications for the housing market, as well,” said Brown, reached on Tuesday afternoon. “You’re going to see a lot of that expenditure leaving the community and a lot of that expertise and brain drain in the community, and that’s not just going to have an impact in the short term, but in the long term, because having a university with a wide range of

programs is an attraction piece for Sudbury. It attracts a lot of students, not just from the region, but also outside of Ontario and internationally. A lot of those students stay in the community, because they like what they see, so this could have impacts on skill-matching and labour shortages in the future.”

Universities are creativity centres and drivers of innovation, Brown said, and researchers often consult with local businesses and give their time to social enterprises and charities, which could be sources of future growth.

“Especially on the environmental front, with the kind of resource-based economy we have in the North, researchers are very important players,” she added.

“I’m wondering wonder how the decisions were made in terms of which programs were cut. You look at the list and I was surprised to see environmental studies and some other programs that I think young people are really getting excited about and are very attractive programs being cut, because I think there will be growth in the future. A university is not a corporation and it has a responsibility to the community that it is in to provide relevant programming, and it just seemed weird that these programs were cut in areas where we need that expertise and we need to build a workforce with those skills and knowledge.”

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Contacted on Tuesday, the Greater Sudbury Chamber of Commerce said it was unable to accommodate an interview request, but supplied a statement from Cora DeMarco, chair of its board of directors.

“Laurentian University is a key economic pillar of our community, and has contributed immeasurably to Sudbury’s growth, research, economic wellbeing, and quality of life; it is one of the many reasons Sudburians are proud to call Sudbury home and why Sudbury remains an attractive option for international students,” DeMarco said. “We acknowledge the university is undergoing a challenging and difficult restructuring process, and our thoughts are with those impacted. We are optimistic the institution will emerge out of this process to remain a key economic contributor and employer within our community.”

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» **IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C.
1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
LAURENTIAN UNIVERSITY OF SUDBURY**

174
Court File No.: CV-21-656040-00CL

Applicant

**ONTARIO
SUPERIOR COURT OF JUSTICE -
COMMERCIAL LIST**

Proceeding commenced at Toronto

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Lawyers for Thorneloe University

TAB 10

Court File No.: CV-21-656040-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, C. c-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF LAURENTIAN UNIVERSITY OF SUDBURY**

**AFFIDAVIT OF JOHN GIBAUT
(sworn April 19, 2021)**

I, THE REV. CANON DR. JOHN GIBAUT, of the City of Sudbury, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am the President of Thorneloe University ("**Thorneloe**"). As such, I have knowledge of the matters to which I hereinafter depose. Where I make statements in this Affidavit which are not within my personal knowledge, I have indicated the source of that information and I believe such information to be true. To the extent any of the information set out in this Affidavit is based on my review of documents, I verily believe the information to be true, unless otherwise stated.

2. I swear this affidavit in support of Thorneloe's motion under section 32(2) of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, C. c-36 ("**CCAA**") that the

following two agreements in the Notice of Disclaimer of Laurentian University of Sudbury ("**Laurentian**") dated April 1, 2021 are not to be disclaimed or resiliated:

- the Federation Agreement between Laurentian and Thorneloe dated 1962 (the "**Federation Agreement**")¹; and,
- the Financial Distribution Notice between Laurentian and Thorneloe dated May 1, 2019², amending the Proposed Grant Distribution and Services Fees agreement between Laurentian, the University of Sudbury, Thorneloe University, and Huntington University dated November 10, 1993³ (the "**Financial Distribution Notice**") (collectively, the "**Agreements**").

3. As set out below, the disclaimer of the Agreements would have an immaterial impact on overall costs reduction in Laurentian's restructuring process. In contrast, the disclaimer of the Agreements would cause terminal fiscal damage to Thorneloe such that its very existence would be jeopardized, necessitating a formal insolvency filing by Thorneloe, with recurring losses estimated to be approximately \$13.7 million over the next 5 years, which does not include a significant as-yet undetermined pension liability.

4. In addition, the disclaimer of the Agreements and resulting insolvency of Thorneloe will generate additional financial hardships and negative outcomes, including *inter alia*:

¹ Federation Agreement between Laurentian and Thorneloe dated 1962, attached as Exhibit A to the Affidavit of Sydney Edmonds, sworn April 15, 2021 (the "**Edmonds Affidavit**").

² Laurentian University Financial Distribution to Federated Universities, between Laurentian and Thorneloe, dated May 1, 2019, attached as Exhibit C to the Edmonds Affidavit.

³ Laurentian University and Federated Institutions Proposed Grant Distribution and Service Fees dated November 10, 1993, attached as Exhibit B to the Edmonds Affidavit.

- a) the cancellation of all courses and programs provided by Thorneloe (approximately 140 programs and courses teaching approximately 2,477 students), leaving enrolled students without courses and incomplete degrees and forcing them to locate different courses or transfer to a different university to complete their degrees;
- b) disenfranchising existing students from completing their chosen programs and courses, and discouraging future students from selecting Laurentian as their university of choice;
- c) job losses for all Thorneloe faculty and staff and creating severance pay obligations;
- d) collateral economic damage to outside businesses in Sudbury and surrounding communities that have commercial relationships with Thorneloe, directly or indirectly;
- e) further detracting from Laurentian's reputation;
- f) a multitude of issues to disentangle Thorneloe from Laurentian that will likely lead to disputes, litigation and increased costs into the future;
- g) a public dispute that will cause more negative reputational harm that will further discourage students from selecting Laurentian as their university of choice; and,
- h) further erode access to higher education for individuals in Northern Ontario.

My Background

5. I was appointed as President of Thorneloe by the Thorneloe Board of Governors effective June 1, 2019.

6. I am a Priest of the Anglican Diocese of Ottawa, holding a license from the Archbishop of the Diocese of Algoma. I have a Doctorate in Theology ("**ThD**") from the University of Trinity College and the University of Toronto. I have been awarded honorary Doctor of Divinity degrees by the Montreal Diocesan Theological College at McGill University and by the University of Trinity College, Toronto.

7. Prior to my appointment as President of Thorneloe, I held senior executive leadership positions with the World Council of Churches in Geneva, Switzerland and the Anglican Communion Office in London, England. From 1994-2007 I was an administrator and professor in the Faculty of Theology at Saint Paul University, a bilingual institution federated with the University of Ottawa.

History of the Federated Universities and the Creation of Laurentian

8. In 1913, the Collège Sacré Coeur was established in Sudbury as a Roman Catholic, francophone post-secondary institution by the Jesuits. By the late-1950s there was a desire to transform Collège Sacré Coeur into a bilingual university, offering a range of academic options. Until this time, there were limited resources for education in northern Ontario and limited access to university-level education in particular. To this end, in 1957 Collège Sacré Coeur changed its name to the University of Sudbury/Université de Sudbury, pursuant to *An Act respecting Sacred Heart College of Sudbury*, S.O. 1957, c. 160. Because

of its church affiliation, as described further below, it was unable to receive funding by the Province of Ontario. At the same time, the United Church had plans to create its own university in Sudbury, Huntington University.

9. Government policy originating from the late 1860's did not allow for the funding of religious-affiliated institutions. This government policy originates from the late-1860s, when the Legislature of Ontario enacted legislation that ended the practice of providing grants to church colleges, in response to a shift in public opinion against state support for religious-affiliated educational institutions. In response, in 1868 the Ontario government passed legislation that put an end to government support for religious institutions such as Thorneloe. The history of this policy is set out in further detail in the report of David Trick, Higher Education Quality Council of Ontario, "Affiliated and Federated Universities as Sources of University Differentiation" (the "**Trick Report**"), attached hereto as Exhibit "**A**".

10. The need for a public, non-denominational and bilingual university in northern Ontario was recognized and supported by the regional Roman Catholic, United Church, and Anglican leaders in northern Ontario. To address the limited resources for university-level education in northern Ontario, the three churches came together to establish a public university and address this gap. Together, they petitioned the Province of Ontario to create a non-denominational, bilingual university, which would later become Laurentian University of Sudbury.

11. As a result, in 1960 the Ontario government established Laurentian pursuant to *An Act to incorporate Laurentian University*, S.O. 1960, c. 151. The Ontario government

provided Laurentian with a large parcel of land located on the shore of Ramsey Lake in Sudbury for its campus. Both Laurentian and the Federated Universities (collectively, the "**Federated Partners**") continue to operate from this campus to this day, and do so by way of an extendable 99-year lease.

12. In that same year, Huntington University and the University of Sudbury were "federated" with Laurentian. The federation structure that Laurentian, Huntington University, and University of Sudbury adopted in 1960, and which Thorneloe later joined in 1962, has also been adopted by many other Canadian universities⁴, and reflected the inherited college system of the historic British universities. Federation is particularly widespread in Ontario, due to the funding challenges that religious universities in Ontario faced. In fact, the framework of federation was first established between the University of Toronto and Victoria University in 1887 due to these funding issues, and was subsequently adopted throughout the province:

"The [legislation prohibiting funding to religious universities] caused significant financial difficulties for the church colleges. Their problems worsened as the mission of universities gradually expanded to include studies in the natural sciences: no unsubsidized college could afford more than a token presence in the sciences. A solution was found when the University of Toronto and the church-governed Victoria University negotiated a federation, the terms of which were recognized in the University Federation Act of 1887... This established a model which (with some variations in details) had a profound effect on the structure of the Ontario university system. Over time, almost all of the church colleges affiliated with a secular university... [these federation arrangements] made it possible for students at church colleges to be taken into account for purposes of provincial funding. The government paid the publicly supported university, which in turn passed on funds to the affiliated university

⁴ Notice of Motion of Thorneloe, dated April 15, 2021, Appendix A.

*in accordance with whatever agreement the two institutions made between them."*⁵

13. Around the same time that Laurentian, Huntington University, and University of Sudbury were joining in federation, the Anglican Diocese of Algoma was making efforts to establish its own university in Sudbury. These efforts culminated in 1961, when the Diocese made an application to the Legislature of Ontario for the incorporation of Thorneloe. *An Act to Incorporate Thorneloe University*, S.O. 1960-1961, c. 135 (the "**Thorneloe Act**") received Royal Assent on March 29, 1961. Thorneloe federated with Laurentian in 1962, and entered into the Federation Agreement.

14. Thorneloe has full degree-granting authority pursuant to article 5 of the *Thorneloe Act*. The other Federated Universities also have such degree-granting authority pursuant to their incorporating statutes.

The Agreements

15. The federation structure among Laurentian and the Federated Universities was formalized in "federation agreements", whereby the Federated Universities agreed to provide courses to students earning degrees from Laurentian, and to suspend their respective degree-granting powers (with the exception in Thorneloe's case of the power to grant degrees in Theology, which it retains).

16. The intention among the parties was that the four Federated Partners would operate as a single university and would be interconnected academically and administratively.

⁵ Trick Report, pp. 13-14 [emphasis added].

Funding for all four Federated Partners was to flow through Laurentian, to be distributed to the Federated Universities according to the terms to be determined as between them.

17. Thorneloe's Federation Agreement, entered into in 1962, states the intention to be bound into a permanent federation arrangement:

WHEREAS Thorneloe University is a Corporation incorporated by Chapter 135 of the Statutes of Ontario, 1960-1961;

AND WHEREAS Laurentian University was incorporated by The Laurentian University of Sudbury Act, 1960, being Chapter 151 of The Statutes of Ontario, 1960, pursuant to the petition of The University of Sudbury, The United Church of Canada, and the Incorporated Synod of the Diocese of Algoma (Anglican) praying for the incorporation of Laurentian University as a non-denominational bilingual institution to provide facilities for instruction in all branches of higher learning...

12. Both Laurentian University and Thorneloe University declare and express the *firm hope and conviction that the relationship between the Universities established this agreement will be a permanent one* and that they and the other universities and colleges which become federated or affiliated with Laurentian University will work together to fulfill the objects of the Act of Incorporation of Laurentian University and to build *a great institution of learning* which shall *forever* be bilingual and non-denominational in its character. The parties fully realize that the success of the task which they have set themselves will depend more on mutual understanding, goodwill, and co-operation between the institutions now or hereafter associated together in Laurentian University, than upon any formal agreements.⁶

18. The federation agreements for Huntington University and the University of Sudbury, which were both entered into in 1960, contain similar language, specifically providing that the arrangement will be a "permanent" one and expressing a similar spirit of "mutual understanding, goodwill, and co-operation" to join together and establish a "a great institution of learning." The two agreements are attached hereto as Exhibit "B".

⁶ Federation Agreement, Exhibit A to the Edmonds Affidavit [emphasis added].

19. The distribution of government grants among the Federated Partners was originally set out in the Proposed Grant Distribution and Services Fees agreement between Laurentian, the University of Sudbury, Thorneloe University, and Huntington University dated November 10, 1993.⁷

20. Following cuts to public funding for universities in Ontario starting in the 2019-2020 year, Laurentian unilaterally revised the terms of the agreements with the Federated Universities without proper re-negotiation by all parties. Thorneloe's revised arrangement with Laurentian is set out in the Financial Distribution Notice, which is also the target of Laurentian's disclaimer.

21. Pursuant to the Financial Distribution Notice, funds from the provincial government flow to Thorneloe through Laurentian. Funds are allocated through Laurentian to Thorneloe based on the same enrollment-based approach adopted by the provincial government starting in 2019-2020. Under these formulae, the amount of funds that are distributed from the province, to Laurentian, and then to Thorneloe, is calculated based on program of registration and eligible enrollment numbers.

22. This flow of funds to Thorneloe through Laurentian is intended and the funds do not belong to Laurentian; therefore, this is not a subsidy. The calculation of the funds transferred to Laurentian from the Ministry of Colleges and Universities (the "MCU") takes into account enrollment in the courses that Thorneloe provides as part of Laurentian's Faculty of Arts curriculum.

⁷ Exhibit B to the Edmonds Affidavit.

23. The Financial Distribution Notice also specifies the service fees that Laurentian charges Thorneloe, and which offset the grants that Thorneloe receives. Pursuant to its terms, Thorneloe pays Laurentian a service fee of 15% based on a formula of its earned government grants and tuition revenues.

High degree of integration between Thorneloe and Laurentian, which operate as "one university"

24. Thorneloe and Laurentian are highly integrated, both in terms of academics and administrative operations.

25. As with the other Federated Universities, Thorneloe is physically located on the Laurentian campus. Thorneloe's premises are on land leased from Laurentian. Thorneloe operates out of several buildings that it has built on this property, including buildings for lecture halls, a student residence, administration offices, a theatre and The Fielding Memorial Chapel of St. Mark.

26. Thorneloe runs and physically houses three academic departments, *Ancient Studies*, *Religious Studies*, and *Women's, Gender, and Sexuality Studies*, which are integrated with the Laurentian Faculty of Arts. Through its School of Theology, Thorneloe offers courses that lead to a Certificate, Diploma or a Baccalaureate in Theology degree conferred through its 1961 provincial charter.

27. The courses, electives, minors and majors that Thorneloe provides for students in the Faculty of Arts are developed with Laurentian and are all approved by Laurentian's Faculty of Arts Council and by the Laurentian Senate. Thorneloe is deeply integrated with

Laurentian's Faculty of Arts, and its academic offerings are tailored to complement and augment Laurentian's Arts programs.

28. In addition to my role as President, Thorneloe employs a small administrative staff to administer Thorneloe's courses, faculty, and buildings. Thorneloe operates a parking lot and a student residence. In total, Thorneloe has 7 full-time faculty members, 12 sessional faculty members, 6 staff and 3 casual staff, for a total workforce of 28.

29. Thorneloe has collective agreements with the Laurentian University Faculty Association ("**LUFA**") and the Canadian Union of Public Employees ("**CUPE**") as do the other Federated Universities. The collective agreements between Thorneloe and LUFA and Thorneloe and CUPE are attached hereto as Exhibit "**C**".

30. Thorneloe is highly integrated with Laurentian in the following key ways:

- Thorneloe's employees are members of the same pension plan as Laurentian's employees, being the Retirement Plan of Laurentian University of Sudbury and its Federated and Affiliated Universities (the "**Retirement Plan**"),⁸ and Thorneloe faculty and staff have the same pension and benefit arrangements as all other Laurentian faculty and staff;
- pension and group benefits for Thorneloe employees are administered through Laurentian;
- students taking courses at Thorneloe all receive Laurentian degrees (except for Theology program students);

⁸ A copy of the Retirement Plan text is included as Exhibit X to the Affidavit of Dr. Robert Haché, sworn January 30, 2021.

- Thorneloe assists with governance and administrative processes at Laurentian, including, membership on the Faculty of Arts Council, the Laurentian Senate, the Laurentian Nominating Committee, and the Pensions Committee;
- Thorneloe nominates three members of the Laurentian Board of Governors;
- Thorneloe faculty sit on many academic committees at Laurentian, supervise graduate students, and serve as members of thesis committees;
- The current director of the Faculty of Arts M.A. Program ("**HUMA**") is a Thorneloe professor;
- Thorneloe makes contributions to the Laurentian University Research Fund;
- Thorneloe and Laurentian share utilities and services including hydro, IT, security and sewage services; and,
- Thorneloe buildings are only physically accessible through the Laurentian campus.

31. Thorneloe taught 2,861 Laurentian students in 2019-2020, which represents 297 full-time equivalents ("FTEs"). Of the 297 FTEs, 186 represent courses supporting other Laurentian programs.

32. Thorneloe is responsibly and efficiently managed. In June 2020, Thorneloe's Board of Governors made the decision to close its *Theatre Arts* and *Motion Picture Arts* programs, following a review that determined that the programs were under-attended and not profitable. This decision was a direct response to Laurentian University's unilateral decision in April 2019 to reduce its distribution of funding to Thorneloe by 30%. The programs were cancelled permanently, and the faculty terminated. As a result of the

elimination of these programs, Thorneloe taught 2,477 Laurentian students in 2020-2021, slightly fewer than the year prior.

33. Student interest in other Thorneloe courses remains high. A compilation of statements by current and former Thorneloe students is attached hereto as Exhibit "D".

34. In addition to tuition fees and government grants for its courses, Thorneloe also generates profit from its popular student residence which has a contemporary design and attracts residents who prefer its peaceful environment.

Laurentian's financial problems

35. Since approximately 2008-2009, Laurentian has been experiencing financial problems due primarily to financial mismanagement by Laurentian and Laurentian's failure to sufficiently cut costs in the face of reductions to provincial funding to universities starting in the 2019-2020 year. These financial issues are not attributable to Thorneloe.

36. Laurentian's primary financial mismanagement has been its failure to constrain costs in the face of reductions to its revenue arising from low enrollment and retention rates of both domestic and international students, dating as far back at 2008-2009. In addition, rather than constraining costs in the face of its declining revenues, Laurentian incurred even more debt when by launching a costly campus modernization project starting in 2014, which ultimately failed to increase revenues and further eroded its financial position.

37. Then, starting in 2019-2020, the Ontario government enacted changes to the framework governing tuition fees in Ontario. As a result, Laurentian and other Ontario universities were required to cut domestic tuition fees by 10% and were subject to a tuition

freeze moving forward, which further constrained Laurentian's revenues and, when coupled with its failure to adopt substantial cost-savings measures, had the effect of further worsening its financial position.

38. Laurentian also adopted a practice of comingling various funds including donations, research grants, retiree health benefit funds and operating funds, with the result that it did not reserve sufficient funds for certain key purposes, which has also significantly contributed to its insolvency crisis.

39. In addition, further causes of Laurentian's financial problems include:

- Laurentian's failure to cut courses that had minimal student attendance;
- Laurentian's unsuccessful expansion program for a Laurentian campus in Barrie, Ontario, which commenced in 2001 and was closed in 2017-2019;
- Laurentian repeatedly breaching its collective agreement with LUFA, which created a hostile labour environment and generated an abundance of labour grievances;
- the COVID-19 pandemic and related losses of revenue to Laurentian from residence, parking, food, and recreational facilities; and
- losses that Laurentian incurred on interest rate swaps.

40. As a result of the foregoing financial difficulties, Laurentian retained Ernst & Young ("E&Y") on or around October 1, 2020 as its financial advisor.

Laurentian's CCAA proceedings

41. In or around early 2021, Laurentian was insolvent and applied to the Court for protection from its creditors under the CCAA. On February 1, 2021, this Honourable Court granted the initial CCAA order and appointed E&Y as Monitor in Laurentian's CCAA proceedings.

42. I am advised by my counsel that this is the first time in Canada that CCAA protection has been extended to grant creditor protection to a public university.

43. On February 5, 2021, Justice Sean Dunphy was appointed by this Court as a judicial mediator for the purposes of a mediation among the major stakeholders.

The CCAA DIP loan and related milestones

44. In the course of its CCAA proceedings, Laurentian obtained a \$25 million DIP loan subject to the terms of a DIP agreement with the lender. The terms of the DIP agreement are summarized in the First Report of the Monitor dated February 7, 2021, which is attached hereto as Exhibit "E".

45. The key milestone in the DIP agreement was that by May 1, 2021 Laurentian was required to reach a collective agreement with LUFA that provided for faculty terminations and program cancellations. The DIP terms are set out in section 34(b) of the First Report of the Monitor, as follows:

34. The following is a summary of the material terms of the DIP facility, which will be reflected in the DIP Agreement:

b. the maximum principal amount is \$25 million with a maturity date of May 1, 2021. The maturity date may be extended for an additional 90 days

if LU achieves the following milestones, to the satisfaction of the DIP Lender in its sole and unfettered discretion:

i. LU reaches a consensus among all necessary stakeholders on an academic restructuring and reduction of LU's program offerings;

ii. ***LU enters into a negotiated settlement with LUFA with respect to terminations to be effected, resolution of outstanding grievances, and the terms of a new collective agreement between LUFA and LU;*** and

iii. LU provides the DIP Lender with a revised cash flow forecast and a multiyear budget demonstrating to the DIP Lender, in its sole and unfettered discretion, that LU is financially sustainable. [emphasis added]

46. The DIP terms do not mention Thorneloe or any of the other Federated Universities and do not require a termination of the Agreements. The only stakeholder conditions relate to LUFA, including the aforementioned condition that Laurentian reaches a negotiated settlement with LUFA with respect to terminations and a new collective agreement and that outstanding grievances be resolved.

47. On April 12, 2021, Laurentian published an announcement that it had reached collective agreements with LUFA and the Laurentian University Staff Union ("**LUSU**"), which is attached hereto as Exhibit "**F**". The terms of the agreements are such that over 100 professors would be terminated and approximately 60 programs will be cancelled. On April 13, 2021, LUFA and LUSU ratified the new collective agreements.

48. The cuts have been widely reported in the media⁹ and have come as a shock to the Laurentian community and students.

⁹ Relevant articles are attached as Exhibits F-J to the Edmonds Affidavit.

49. The new collective agreements and associated faculty and program reductions satisfy the terms of the DIP agreement, allowing Laurentian to obtain a further advance on the DIP loan, and will result in significant savings for Laurentian.

Laurentian's Notice of Disclaimer of the Agreements

50. Nevertheless, on April 1, 2021, Laurentian delivered a Notice of Disclaimer to counsel for Thorneloe seeking to terminate the federation relationship and disclaim the Agreements.¹⁰

51. On April 2, 2021, counsel to Thorneloe advised counsel to Laurentian by letter that Thorneloe objected to the proposed disclaimer and would apply to the Court for an order that the agreements are not to be disclaimed or resilitated under section 32(2) of the CCAA.¹¹

Thorneloe is a small entity and termination would not materially improve Laurentian's financial position

52. The report of Farber Financial Group ("**Farber**") dated April 19, 2021 (the "**Farber Report**"), attached hereto as Exhibit "**G**".

53. The Farber Report demonstrates that disclaimer of the Agreements will not assist Laurentian's restructuring efforts because Thorneloe is a small entity and termination

¹⁰ Exhibit D to the Edmonds Affidavit.

¹¹ Exhibit E to the Edmonds Affidavit.

would not materially improve Laurentian's financial position (the "**Farber Report**").¹² In summary, Farber states:

6.21. Termination of the Federation Agreement would have an immaterial impact on the current cost-cutting measures and restructuring efforts of Laurentian, as demonstrated from the financial metrics presented below. Disclaimer of the Federation Agreement will not enhance the prospects of a viable compromise or arrangement being made by Laurentian, as Thorneloe is immaterial to its overall restructuring.

6.22. In the financial year 2020, Thorneloe received approximately \$568,770 in grants which is a mere 0.66% of the total grants of approximately \$86 million received by Laurentian.

6.23. Thorneloe's revenues from tuition fees in 2020 were approximately \$1.5 million whereas Laurentian received \$50.5 million in tuition fees. The ancillary revenue earned by Thorneloe in 2020 of approximately \$381,000 is only 2.72% of the ancillary revenue of approximately \$14 million earned by Laurentian.

6.24. Thorneloe employs only 7 full time faculty whereas Laurentian employs 355 full-time faculty members. The salary and benefits paid by Thorneloe to its faculty members in 2020 was approximately \$2.4 million whereas Laurentian paid \$134 million to its faculty members during the same period.

54. As the following chart from Farber demonstrates, Thorneloe's small size is such that its termination would have no material impact on Laurentian's financial position:

¹² Exhibit A to the Affidavit of Allan Nackan, sworn April 19, 2021 (the "**Nackan Affidavit**").

For the year 2020*	Thorneloe (TU)	Laurentian (LU)	TU as % of LU	Notes
Grants received	\$ 568,771	\$ 86,420,000	0.66%	1
Tuition Fees	\$ 1,570,964	\$ 50,500,000	3.11%	
Material Fees	\$ 65,623			
Subtotal	\$ 2,205,358	\$ 136,920,000	1.61%	
Less : Service Fee	\$ (358,086)			
Net Grants and Tuition Fees	\$ 1,847,272	\$ 136,920,000	1.35%	
Ancillary Revenue	\$ 381,000	\$ 14,000,000	2.72%	
Salaries and Benefits	\$ 2,440,000	\$ 134,000,000	1.82%	
Full-time Faculty	7	355	1.97%	
NOTES: * The source of information in this table is Thorneloe's financial statements and the financial statements shared by the applicant. 1. Of the total grants received, \$90,601 was received on account of one-time sustainability grants that will not repeat. These include Northern Sustainability Grant of \$76,615 and COVID Grant of \$13,986.				

55. As noted above, Thorneloe is a small institution that employs only 28 employees in total. Whereas, as of December 30, 2020 Laurentian employed 1,751 employees. Thorneloe had only 7 full-time faculty members, which represents **1.97%** of the 355 full-time faculty members at Laurentian. Thorneloe paid \$2.44M in salaries and benefits in 2020, which is only **1.82%** of the total \$134M paid by Laurentian for salaries and benefits during the same period.

56. In 2020, the total government grants that were directed to Thorneloe through Laurentian in respect of students in academic programs was only \$568,771. This represents only **0.66%** of the total \$86,420,000 in grants that Laurentian received in 2020.

57. Thorneloe does not "cost" Laurentian money because these funds are directly attributable to Thorneloe, not Laurentian. They do not belong to Laurentian. These total funds provided to Laurentian are calculated based primarily on enrollment and program of registration, which takes into account courses taught by Thorneloe. As noted above,

Thorneloe has a right to teach and to receive funds through Laurentian under the *Thorneloe Act* and the federation arrangement formalized in the Agreements. As previously noted, the main purpose for which the three churches and the Ontario government established Laurentian was to federate with Thorneloe, Huntington University and the University of Sudbury, in order to allow them to receive government grants through Laurentian.

58. Moreover, Thorneloe pays Laurentian a yearly service fee, which offsets the government grants that flow to Thorneloe through Laurentian. In 2020, Thorneloe's direct financial contribution to Laurentian was approximately \$358,086.

59. Additional contributions that Thorneloe makes to Laurentian's administration and operations include:

- three members to the Laurentian Board of Governors are nominated by Thorneloe;
- faculty members from Thorneloe supervise graduate students and serve as members of thesis committees and hold positions on many academic committees at Laurentian;
- a Thorneloe professor is the current director of HUMA, the Faculty of Arts Master of Arts Program; and
- Thorneloe is represented on the Faculty of Arts Council, the Laurentian Senate, the Laurentian Nominating Committee, and the Pension Committee.

60. As noted above, Thorneloe is well managed and has adopted fiscally responsible practices, including terminating its *Theatre Arts* and *Motion Picture Arts* programs, 2 full-time faculty members and 10 sessional faculty members.

61. Thorneloe's small size is also evident by the quanta of its tuition fees and other revenue. In 2020, Thorneloe's tuition fees revenue was approximately \$1.5M, which represents 3.11% of the approximately \$50.5M in tuition fees revenue earned by Laurentian during the same period. With respect to ancillary revenue, in 2020 Thorneloe earned approximately \$381,000, which represents 2.72% of \$14M in ancillary revenue earned by Laurentian during the same period.

Financial hardship and insolvency for Thorneloe as a result of termination

62. The Farber Report concludes that disclaimer of the Agreements will cause significant financial hardship to Thorneloe as it will suffer catastrophic financial loss and be forced into its own insolvency proceedings under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 ("**BIA**") or the CCAA.

63. Farber estimates that termination of the Agreements will result in financial losses of \$13.7 million or more for Thorneloe. This includes approximately \$2.2 million in termination costs and liabilities, including employee severance. Pension liabilities are a further significant liability that could arise upon termination of the Agreements, but are presently unknown. In addition, Farber's \$13.7 million estimate includes an annual loss of income of approximately \$2.5 million, due to recurring loss of annual revenue and incremental costs as a result of termination. Farber estimates that the net present value of the recurring losses over the next 5 years is approximately \$11.5 million.

64. Further details with respect to Farber's estimates are set out in the chart below:

Particulars	Loss based on adjusted 2019 Financial Statements	Present Value of Future Loss Over Next 5 Years (discounted @ 3%)**	Notes
Non-Recurring Costs & Liabilities:			
Pension Liability and PBGF	Unknown	Unknown	1, 2
Severance Payments	1,423,686	1,423,686	1, 3
Statutory Termination Pay in lieu of Notice	59,663	59,663	1
Professional fees	500,000	500,000	1, 4
Prior Receivables not paid by LU	107,156	107,156	1, 5
Disentanglement costs	100,000	100,000	1, 6
Subtotal of Non-Recurring Costs & Liabilities (excluding pension liability)	2,190,505	2,190,505	
Recurring Costs & Liabilities			
Loss of Revenue:			
Grants	568,771	2,604,805	
Tuition Fees	1,710,095	7,831,734	
Donations and Other Grants	37,783	173,035	
Investment Income	183,000	838,086	
Residence Fees	215,470	986,790	7
Miscellaneous Income	5,416	24,805	8
Less: LU Service Fee	(358,086)	(1,639,929)	
Incremental annual costs:			
IT Service Charge	144,179	660,299	9
Subtotal of Recurring Costs & Liabilities	2,506,628	11,479,624	
TOTAL (prior to pension liability)	4,697,133	13,670,129	

NOTES:

** The calculations presented above are an estimate only and the actual losses sustained by Thorneloe may be higher than the estimates. The net present value future loss over the next 5 years does not include adjustment for anticipated growth in revenues/ increase in costs.

(1) These are non-recurring payments/receipts and have not been discounted for net present value calculation.

(2) The pension liability is presently unknown but may potentially be a large liability that may arise on the termination of the Federation Agreement.

(3) Severance payment has been estimated based on amount payable under common law.

(4) Professional service costs are an estimate only and may vary depending on the course of proceedings.

(5) Prior receivables owed by LU to TU assumed to be collected and held in trust for TU but to be conservative have been included in this schedule.

(6) Disentanglement costs are an estimate of costs in relation to separation of services and other utilities including hydro meters, door security system, fire safety systems and supervision of same.

(7) Estimate 50% loss in residence revenue because of the meal plan requirement. Residence revenue is estimated at \$7,430 pa per student with a total of 58 available residences of which only 50% are estimated to be occupied.

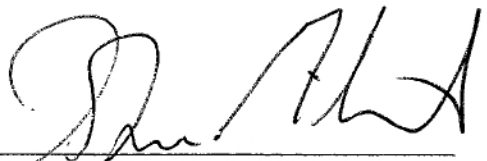
(8) Misc. income comprises of parking and vending machine revenue. Assumed 50% reduction in 2019 parking revenue on account of students not taking TU courses and complete loss of vending machine commission.

(9) It is assumed that TU will continue to avail computer services provided by LU and pay its share of the costs.

65. Thorneloe is also a creditor of Laurentian, and is currently owed amounts for tuition fees collected from students and for government grants paid in respect of Thorneloe courses.

66. I swear this Affidavit in good faith and in support of Thorneloe's motion that the Agreements are not be disclaimed or resiliated, and for no other or improper purpose.

SWORN by the **REV. CANON DR. JOHN GIBAUT**, via video-conference from the City of Sudbury, in the Province of Ontario, before me in the City of Toronto, in the Province of Ontario, on this 19th day of April, 2021, in accordance with O. Reg. 431/20, *Administering Oath or Declaration Remotely*.


**REV. CANON
DR. JOHN GIBAUT**
A Commissioner for taking Affidavits (or as may be)

Sydney Edmonds LSO #79946K

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- G Farber Report on Financial Impact of Termination of Federation Agreement and Financial Distribution Agreement, dated April 19, 2021

This is **Exhibit "A"**
referred to in the Affidavit of John Gibault
sworn before me this 19th day of April, 2021.



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.



Higher Education
Quality Council
of Ontario

www.hqco.org

Affiliated and Federated Universities as Sources of University Differentiation

David Trick,
David Trick and Associates Inc.



The Higher Education Quality Council of Ontario

Acknowledgements

The author gratefully acknowledges the cooperation of the presidents of the affiliates who agreed to be interviewed for this project. They are named in Appendix 2.

Michael L. Skolnik read a draft of this paper and provided much-valued advice.

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Executive Summary

This paper examines the role of affiliated and federated universities in Ontario's higher education system. It addresses the question: Do affiliated and federated institutions make a distinctive contribution to the differentiation of postsecondary education in Ontario?

Ontario has 16 affiliated and federated universities that historically were church-governed and that became associated with one of the publicly supported universities. Each of them offers primarily secular academic programs today. Carleton, Laurentian, Ottawa, Toronto, Waterloo and Western each have one or more federated or affiliated university.

Affiliated and federated universities have many differences from their parent universities and also from each other. These are some typical (although not universal) characteristics:

- They are primarily or solely focused on undergraduates.
- They give at least as much priority to teaching as to research.
- They focus on the liberal arts, in some cases with additional programs as well.
- They reinforce their academic mission with co-curricular activities that create a strong sense of community, including in many cases a significant residential community.
- They offer a small-campus experience, typically with small class sizes.
- They are sites for academic innovation, testing new ways of teaching and learning.
- Their academic and co-curricular activities may incorporate a commitment to social justice and community service that is inspired by their religious heritage.
- Depending on the distance to the parent university, they may offer students the best of both worlds: a small-campus experience with access to the comprehensive courses, services and facilities of the parent university.

These differences make affiliated and federated universities potentially valuable players within Ontario's higher education system.

The Ontario government's differentiation policy framework has, in its early stages, focused on each of the publicly supported universities as a whole. As the policy matures, it would be reasonable to drill down into the role played by the affiliates in offering a distinctive experience within Ontario's higher education system. As with all parts of the higher education system, it should be the responsibility of the institutions to provide evidence about the role they are actually playing and how well they are playing it.

Policymakers should also consider ways of identifying and encouraging other models of educational innovation within each of Ontario's publicly supported universities. Greater recognition of the differentiation within each university will give more insight into whether the goals of the government's differentiation policy are being achieved. Experimentation with innovative teaching and learning strategies, such as is made possible by semi-autonomous affiliates and campuses, may become an important strategy for improving the quality of undergraduate teaching and learning.

Introduction

This paper examines the role of affiliated and federated universities and university colleges in Ontario's higher education system. Do affiliated and federated institutions make a distinctive contribution to the differentiation of postsecondary education in Ontario?

The Ontario government has established a Differentiation Policy Framework for the higher education system:

The government has opted for differentiation as a primary policy driver for the system. The government's policy of differentiation sets the foundation for broader postsecondary system transformation by publicly articulating government expectations and aligning the mandates of Ontario's colleges and universities with government priorities.

Our overriding goals for a differentiated system are to build on and help focus the well-established strengths of institutions, enable them to operate together as complementary parts of a whole, and give students affordable access to the full continuum of vocational and academic educational opportunities that are required to prosper in our contemporary world. (Ontario Ministry of Training, Colleges and Universities, 2013, p. 6)

Affiliated and federated institutions have been part of Ontario's university system for over a century, yet their role is not widely understood. Based on one-on-one interviews, public documents and secondary sources, I examine here the contributions these institutions make as a group, and I also describe distinctive features of each institution.

I argue that, as a group, affiliated and federated institutions make a contribution similar to that made by small liberal arts universities in the United States. They offer a form of education that, at its best, supports high levels of student engagement and learning. Policymakers should value this model of education as part of a differentiated higher education system and should encourage it through the government's accountability processes. Policymakers should also consider ways of identifying and encouraging other models of educational innovation within each of Ontario's publicly supported universities.

Definitions and Methodology

Standard definitions with respect to affiliated and federated universities are hard to come by. Affiliates are rooted in historical circumstances that are unique to Ontario, so the higher education literature from other jurisdictions provides little guidance. I will use the following terms in this paper.

- ***Affiliated and federated universities:*** I define an affiliated or federated university as an Ontario postsecondary institution that has the legal authority to grant its own degrees, but that has put this

authority in abeyance and joined itself to a publicly supported university so that it can indirectly receive provincial operating grants. The legal name of the institution may be ‘university’ or ‘university college.’ Some of these institutions are called ‘federated’ and others ‘affiliated’: the difference relates to the original circumstances under which they joined with the publicly supported university. Whether they are affiliated or federated, the practical consequences are the same. For brevity I will use ‘affiliated university’ or ‘affiliate’ to refer to all of these institutions. The Ontario Ministry of Training, Colleges and Universities (MTCU) uses the more comprehensive term “Church-related and Federated or Affiliated Institutions” (Ontario MTCU, 2009, p. 31).

- **Publicly supported university:** I define a publicly supported university as one of the 20 universities that MTCU recognizes as being eligible to receive public operating grants.
- **Parent university:** I use this term to refer to the publicly supported university with which an affiliated university is affiliated. I adopt this term reluctantly, for want of a better one. The term is not intended to connote that the affiliated university is inferior. The reality, nevertheless, is that the parent university is in a position to exert some measure of control over the affiliate, so the relationship is not one of equals. In some cases an affiliated university is actually older than its parent university.¹

My interest in this paper is affiliates whose students are primarily enrolled in secular academic programs, rather than theology programs or programs to prepare for the ministry. I therefore focus on the 16 institutions listed in Table 1. Ten of these institutions are members in their own right of the Association of Universities and Colleges of Canada (AUCC); the non-members tend to be smaller institutions that were founded after their parent institution.

¹ Western University refers to itself as the ‘constituent university,’ but this term is not widely or consistently used by other institutions. In Ireland and the Philippines, ‘constituent university’ has the opposite meaning and is used to refer to the affiliates. At the University of Toronto, the ‘constituent colleges’ are the colleges that have no religious origins and were never legally independent.

Table 1: Affiliated and Federated Institutions Primarily Offering Secular Degree Programs

Public university	Affiliated or federated institution	Year of affiliation or federation	Religious heritage	AUCC member
Carleton University	Dominican University College	2012	Catholic	X
Laurentian University	Huntington University	1960	United Church	
	University of Sudbury	1960	Catholic	X
	Thorneloe University	1963	Anglican	
	Hearst	1957 (University of Sudbury) 1963 (Laurentian)	Catholic (fully secular since 1971)	
University of Ottawa	St. Paul University	1965	Catholic	X
University of Toronto	University of St. Michael's College	1910	Catholic	X
	University of Trinity College	1904	Anglican	X
	Victoria University	1890	United Church	X
University of Waterloo	Conrad Grebel University College	1963	Mennonite	
	Renison University College	1960	Anglican	
	St. Jerome's University	1959	Catholic	X
	St. Paul's University College	1961	United Church	
Western University	Brescia University College	1919	Catholic	X
	Huron University College	1878	Anglican	X
	King's University College	1954	Catholic	X

A separate paper would be required to assess the contributions made by affiliates whose programs are primarily theological. I list them in Table 2 but do not discuss them further in this paper.

Table 2: Affiliated and Federated Institutions Primarily Offering Theological Programs

Public university	Affiliated or federated institution	Year of affiliation or federation	Religious heritage
Brock University	Concordia Lutheran Theological Seminary	1976	Lutheran
McMaster University	McMaster Divinity College	1957	Baptist
Queen's University	Queen's Theological College (now Queen's School of Religion)	1912	United Church
University of Toronto	Emmanuel College	1925	United Church
	Knox College	1890	Presbyterian
	Regis College	1978	Catholic
	St. Augustine's Seminary	1978	Catholic
	Toronto School of Theology	1979	Multiple
	Wycliffe College	1885	Anglican
Western University	St. Peter's Seminary	1912	Catholic
Wilfrid Laurier University	Waterloo Lutheran Seminary	1914	Lutheran
University of Windsor	Assumption University	1919 (Western) 1963 (Windsor)	Catholic
	Canterbury College	1957 (Assumption) 1963 (Windsor)	Anglican
	Iona College	1963	United Church

Note: Some theological institutions are affiliated with another affiliated institution, which in turn is affiliated with a publicly supported university.

Twelve presidents of affiliated institutions agreed to be interviewed for this project. I conducted semi-structured interviews with each of them, lasting 30-60 minutes, using a standard questionnaire. The interviewees are listed in Appendix 2.

I supplemented these interviews with publicly available documents from institutional websites and other sources, and with the secondary literature.

Differentiation and Institutional Size in Near-universal Systems of Higher Education: Literature review

Affiliated universities as we know them in Ontario essentially do not exist in most other jurisdictions. The literature on university differentiation based on size nevertheless provides some useful context.

The growth of universities in Canada, the United States and elsewhere after the Second World War led to an extensive literature on the impersonal nature of undergraduate education at large institutions. In his Godkin Lectures at Harvard in 1963, Clark Kerr argued that the university had become a “multiversity” composed of parts that are largely severable from one another. The multiversity, he said, is “a mechanism – a series of processes producing a series of results – a mechanism held together by administrative rules and powered by money” (Kerr, 1963, p. 20).

A consequence of multiple missions competing for faculty time, Kerr said, was that “undergraduate education in the large university is more likely to be acceptable than outstanding” (p. 65). Improving undergraduate education would require:

the solution of many sub-problems: how to give adequate recognition to the teaching skill as well as the research performance of the faculty; how to create a curriculum that serves the needs of the student as well as the research interests of the teacher; how to prepare the generalist as well as the specialist in an age of specialization looking for better generalizations; how to treat the student as a unique human being in the mass student body; how to make the university seem smaller even as it grows larger.... (p. 119)

Kerr articulated publicly concerns that were held privately by many university administrators, faculty and students. These concerns fed into two streams of research and creative experimentation. One attempted to define the optimum size of the university; the other attempted to create a small-campus experience within the large research university.

The attempt to define an optimum university size proved to be inconclusive in the short term and impractical in the long term. The Carnegie Commission on Higher Education (1971, p. 82) found that doctoral universities should have a maximum of 23,500 students (full-time headcounts), while the California Coordinating Council for Higher Education (1966, p. 16) set the limit at 25,000-27,500. Kerr himself thought that the optimum university should have 10,000 to 15,000 FTEs (Reichard, 1971, p. 11). Above these levels, it was variously argued that departments and divisions would seek to become semi-autonomous schools, research would crowd out teaching, multiple libraries would be required, missions would proliferate, and the challenges of governance would outweigh any further advantages that might come from enhanced economies of scale. This literature has not advanced significantly, and in practice it has largely been ignored. With the near-universalization of higher education, many U.S. states have universities larger than these numbers, as do Ontario, Quebec, British Columbia and Alberta.

At the other end of the spectrum, there is much evidence that very small institutions have difficulties remaining financially viable. The number of such institutions declined sharply in both Canada and the US in the postwar period, usually through growth or merger with another institution. The U.S. National Center for Education Statistics has found that 291 not-for-profit four-year universities closed their doors between 1969 and 2013 (U.S. Department of Education, National Center for Education Statistics, 2013). Dawn Lyken-Segosebe and Justin Cole Shepherd (2013, pp. 10-11) examined the institutions closing between 2004 and 2013 and found that the largest of these institutions had just over 1,000 students. Other factors associated with closure included religious affiliation (since subsidies from religious organizations have declined), high part-time enrolments, graduate programs that do not align with undergraduate programs, small endowments and reliance on tuition discounting to attract students.

Looking specifically at liberal arts colleges – defined as four-year institutions with few or no graduate programs and awarding at least 40% of their degrees in the liberal arts and sciences – Jason Jones (2015) has found that, of the 212 liberal arts colleges in the United States in 1994, only 103 remained in 2014.

This decline is potentially troubling in the face of evidence from the United States on the distinctive benefits offered by liberal arts colleges.

- George D. Kuh has found from National Survey of Student Engagement (NSSE) data that “students at liberal arts colleges generally are more engaged across the board in effective educational practices than their counterparts at other types of institutions.” This is true even after controlling for campus size, residential nature and admissions selectivity at liberal arts colleges. Citing the results of earlier studies, Kuh says that “liberal arts college students tend to gain more in intellectual and personal development, more frequently pursue advanced graduate study, and are more likely to vote and take part in civic matters after college” (Kuh, 2003, pp. 2, 4).
- Ernest T. Pascarella and his co-authors have found that liberal arts colleges are more likely than research universities and regional universities to engage in effective teaching and learning practices, even after adjusting for differences in incoming students (Pascarella, Cruce, Wolniak & Blaich, 2004). Student outcomes may nevertheless be mixed, since students differ in how much they choose to engage in and benefit from these practices (Pascarella, Wolniak, Seifert, Cruce & Blaich, 2005).
- Paul Umbach and George D. Kuh (2006) have found that liberal arts college students are significantly more likely than students at other types of institutions to engage in diversity-related activities and to report gains in understanding people from diverse backgrounds.

Kimball (2014) has argued that the decline in enrolments at U.S. liberal arts colleges has been matched by the rise of enrolments in honours programs and at honours colleges at large universities. Over the past four decades, he says, enrolments have shifted from the one to the other. He expresses doubt that the new programs are a satisfactory replacement for the liberal arts colleges:

A university honours program embracing the liberal arts college mission lives in an alien, even threatening environment. On the one hand, this mission does not enhance specialized research or

grant money -- the primary currencies of the research university... On the other hand, the mission is not consistent with the relativistic ideology of the multiversity... On either hand, the university's support is not intrinsic and therefore not reliable. (pp. 259-260)

Research based on NSSE has supported “human scale learning environments” while acknowledging that these can be created on campuses of any size. At both large and small campuses, “students are more likely to flourish in settings where they are known and valued as individuals contrasted with settings where they feel anonymous” (Manning & Kuh, 2005, p. 3; Kuh, Kinzie, Schuh & Whitt, 2011, chapter 4).

Many public and private universities use a college system in an attempt to re-create the virtues of a small institution within a large multiversity. College systems, which date to Oxford in the thirteenth century, can be seen as an effort to address Kerr’s challenge for the university to seem smaller as it grows larger. A significant literature on college systems, or “cluster colleges”, developed in the 1960s and 1970s, especially in the United States. Advocates of this model suggest that it has these advantages:

- The college environment is small enough to affect each student.
- Differences among colleges can provide students with a choice of educational experiences within the university.
- Colleges offer an opportunity for experimentation in educational approaches.
- Colleges benefit from economies of scale by sharing resources such as the library, information technology and central administration.
- Colleges provide a venue within which the liberal arts curriculum can be central, rather than being overshadowed by graduate and professional education. (Gaff, 1971 pp. 10-11)

An example of a highly regarded college system is the Claremont Colleges in southern California. The Claremont Colleges are unusual in that each of the seven colleges is highly autonomous: students receive their degrees from the college in which they are enrolled, and administration and admissions departments are independent. Each college has a distinctive academic mission, and two of the seven focus on graduate education. Three of the undergraduate colleges share a single science program. The seven own a consortium that provides shared services, such as a library, information technology, financial and human resources, physical plant maintenance and other services. Total enrolments are 6,500 students. *U.S. News and World Report* ranks each of the five undergraduate colleges among the top 40 liberal arts colleges in the United States.

Few college systems have attempted this degree of autonomy. A more common arrangement is for a multiversity to assign each student to a college, whose functions are to provide student support and extracurricular activities, and also residence space for students who live on campus.

The cluster college model has been difficult to maintain as jurisdictions move to near-universal higher education. Near-universality, coupled with economic changes that have reduced the number of high-quality

entry-level jobs for recent graduates, is widely thought to have increased the proportion of university students whose goals are pragmatic or vocationalist. Incentives for faculty to demonstrate that their research is valued within their discipline mean that many faculty have less time to devote to the personalized student experiences that a college system is intended to promote. A university may nominally assign each faculty member to a college, but in practice the faculty members' primary obligations are to their academic departments and to their disciplines.

These findings suggest the significant challenges that universities face in attempting to provide a personalized experience in a large-campus environment. Even at the end of his long career, Kerr (2001, p. 270) concluded that "the greatest single pathology of the research university [is] its inattention to lower-division students."

Ontario Government Policy: How church colleges became affiliated with secular universities

Ontario's affiliated universities are an artifact of government policy. Since Confederation, the Ontario government has declined to provide direct funding to any university that was governed by a religious organization. A series of compromises has allowed many pre-Confederation church-governed institutions to survive and new ones to become established.

In the mid-1800s, the only secular university in what is now Ontario was the University of Toronto. Numerous small church-governed colleges existed, whose primary areas of instruction were theology and the humanities. Prior to Confederation, many of these received small annual grants from the United Province of Canada. Section 93 of the *Constitution Act (1867)* made education the responsibility of the provincial governments. A. B. McKillop, who has written the most comprehensive history of this period, reports that "public opinion in the late 1860s did not favour state support for denominational institutions" (1994, p. 32). On this basis, the new provincial government of John Sandfield Macdonald introduced legislation in 1868 that put an end to grants to church colleges.

The new legislation caused significant financial difficulties for the church colleges. Their problems worsened as the mission of universities gradually expanded to include studies in the natural sciences: no unsubsidized college could afford more than a token presence in the sciences. A solution was found when the University of Toronto and the church-governed Victoria University negotiated a federation, the terms of which were recognized in the *University Federation Act* of 1887. In summary, the statute provided that:

- Following negotiation of an agreement with a secular university, a church college could suspend its degree-granting powers (other than in theology) and become a federating university.
- Students of the federating university would receive their degrees from the secular university (except in theology).
- The federating university would be entitled to representation on the secular university's senate.

- The provincial government would deem the students to be students of the secular university, so they could be taken into account in awarding provincial funds.²

This established a model which (with some variations in details) had a profound effect on the structure of the Ontario university system. Over time, almost all of the church colleges affiliated with a secular university, through one of these routes:

- Some of the church colleges created independent secular universities, especially for the purposes of teaching sciences, and then affiliated themselves to the secular institution. Through this or similar devices, provincial operating grants began to flow to many Ontario universities that began as church-related colleges, including:
 - Queen's in 1913
 - Western in 1915
 - McMaster in 1948
 - Essex College (an antecedent of the University of Windsor) in 1956
 - the University of Waterloo in 1959
 - Laurentian University in 1960
 - the University of Ottawa in 1965 (although its science and medicine programs were subsidized earlier through special arrangements), and
 - Wilfrid Laurier University in 1974 (Harris, 1967, p. 62; Fleming, 1971, IV, pp. 122, 133, 174, 198).
- In other cases, church colleges remained independent for an extended period of time and then negotiated an affiliation agreement with one of the secular universities.
- In a few cases, church colleges were created more or less simultaneously with the establishment of a publicly supported university in their community, with the explicit intent of becoming affiliated.³

The specifics for each affiliated institution are described in Appendix 1.

² This summary draws on McKillop (1994), pp. 32-50; Friedland (2002), pp. 99-112; and *An Act Respecting the Federation of the University of Toronto and University College with Other Universities and Colleges*, 1887, found at https://books.google.ca/books?id=RSISAQAAIAAJ&pg=PA2505&lpg=PA2505&dq=degrees%22in+abeyance%22&source=bl&ots=27ThEJaIEh&sig=83gQ9nr5h-Hlb_aHzCzUEUzkAkY&hl=en&sa=X&ei=XukBVY7ZGYOoyATE-4GQCw&ved=0CEsQ6AEwCA#v=onepage&q=degrees%20%22in%20abeyance%22&f=false, p. 2503

³ Two interviewees for this project said that they believed that the Ontario government encouraged the local church to create their college in the late 1950s or early 1960s, as a sign of the community's broad support for the new local publicly supported university. The logic, apparently, was to avoid a situation where a public university had only one affiliate and so might seem to be dominated by a single religion. The standard histories of higher education in Ontario neither confirm nor refute this explanation.

Any of these routes made it possible for students at church colleges to be taken into account for purposes of provincial funding. The government paid the publicly supported university, which in turn passed on funds to the affiliated university in accordance with whatever agreement the two institutions made between them.

Ontario's policy of not funding church colleges did not, of course, constrain the federal government. When the federal government began providing direct operating grants to universities in the 1950s, all AUCC members were deemed eligible, including church-governed universities. In 1967, the federal government ended this funding and began transferring funds to provinces to use as they see fit (the forerunner of what is now the Canada Social Transfer).

In this same year, the Ontario government introduced the first funding formula for publicly supported universities. The formula was explicitly based on the number of students at each university, so for the first time the government needed to decide whether students at a church-related affiliate should be counted the same as other students. As a proxy for the funding that the federal government had been sending directly to church-related affiliates, the Ontario government began funding their students at 50% of Ontario's normal per-student rate.

Between 1967 and 1974, many affiliates experienced financial difficulties. Publicly supported universities were in the uncomfortable role of constraining the growth of their affiliates so that students would be encouraged to register in fully funded secular programs (McLaughlin, Stortz & Wahl, 2002, pp. 221-222). Based on requests from the affiliates and their parent universities, the provincial funding was raised in 1974 to 100% for non-theological programs, and it was raised to 100% for theological programs in 1976 (OCUA, 1992, pp. 207-208).

This policy has endured with minor changes since 1976. A publicly supported university may claim funding for the students at its church-related affiliates, provided that the students are registered at and will eventually receive a degree from the secular institution. The standards of admission, curriculum, and graduation requirements must be established and regulated by the appropriate academic bodies of the publicly supported university. New programs at the church-related institution must be approved for funding purposes by the provincial government using the same process as applies to new programs at the publicly supported institution (Ontario MTCU, 2009, section 2.2).

Affiliations: More than one model

The affiliated institutions are all based on the same government policy framework, but they differ greatly from one another. Accidents of history and geography affected each institution's initial relationship with its parent institution. Enrolment growth and program mix have been affected by changes in student demand. Relationships between affiliates and their parent universities have been re-negotiated over time, generally in a pragmatic way.

Any assessment of the role played by affiliates in Ontario's university system needs to take these differences into account. These are some of the major differences.

Most of the affiliates serve between 100 and 1,500 FTE students. Three affiliates serve more than 3,000 FTE students: Victoria University and the University of St. Michael's College, both at the University of Toronto, and King's University College at Western. In other words, the largest are comparable in size to Nipissing University or OCAD University.

Most of the affiliates are located on the campus of the parent institution, and their students are a short walk from other campus buildings. Others are located farther away in the same city. The greatest geographic distance is between the main campuses of Hearst and Laurentian (550 km).

The government's policy of not funding affiliates directly means that each affiliate and its parent have needed to negotiate a financial arrangement. A common arrangement is for the parent to flow to the affiliate the MTCU grant and tuition fees associated with the affiliates' students, minus a fee for the cost of common services (such as registration and information technology). The fee is typically expressed as a fixed percentage of the total. Another arrangement is for the affiliate to agree to teach a fixed percentage of the total teaching load of a faculty of the parent university, in return for which it is paid a percentage of the faculty's budget. Yet another arrangement is for the parent to transfer to the affiliate a block grant each year.

Affiliates have access to certain financial resources independent of those flowed through their parent universities. Affiliates may do their own fundraising and have accumulated endowments, and in a few cases they have monetized land holdings. In most cases the annual revenue from these sources is not large, but there are exceptions.

Four of the 16 affiliates studied for this paper have reported that they have no endowment; four report an endowment of between \$1 million and \$5 million; and five report an endowment between \$5 million and \$10 million. The outliers are the endowments held by the three federated universities of the University of Toronto: St. Michael's (\$67.7 million), Trinity (\$47.3 million) and Victoria (\$411.1 million) (CAUBO, 2014). Additional amounts may be held in separately incorporated foundations.

Government policy requires affiliates to give up some of their academic autonomy: Programs (other than theology) must be approved by the governance process of the parent university.

Two models of academic autonomy are evident, although the differences are a matter of degree rather than kind.

- Some affiliates mount a significant number of programs in their own facilities, with their own faculty, directed largely but not exclusively at their own students. This model most plainly applies at Hearst, and to a lesser extent at Saint Paul, Dominican and the three affiliates of Western.
- Other affiliates have a more integrated model: the affiliate may offer several programs of its own, but much of its teaching involves teaching courses to students from many programs across the larger university. The affiliates of Laurentian (except Hearst), Toronto and Waterloo tend towards this model.

Geographic proximity is clearly a factor (though not the only factor) in explaining why some affiliates are highly integrated into the academic programs of the parent university and others are less so.

Under both models, the affiliate and its parent may agree that the affiliate will be the university's centre for programming in a certain area. They may also agree that the affiliate will house certain centres for research or student services.

Under both models, creating a cohesive community, including a significant community of students in residence, may be one of the affiliate's major roles. Co-curricular education is integral to this role.

Most of the affiliates employ their own faculty and have their own faculty union or association (which may work closely with the union or association representing faculty at the parent university). The University of Toronto has adopted a different model: most of the full-time faculty teaching at the affiliates are employed by the parent university.

While affiliates have their origins in the Ontario government's desire to separate church and state, it would be a mistake to think of affiliates in their current form as sectarian hotbeds. The relationship between the affiliates and their respective churches has changed as society as a whole has become more secular and church elites less influential.

One of the affiliates, Hearst, became fully secular in 1971: neither its statute nor its governance process make any special place for its religious heritage.⁴ The most recent affiliate, Dominican University College, welcomes students and faculty regardless of faith, but members of its founding religious order retain a significant presence in its governance and senior administration.

⁴ The primary rationale for Hearst remaining an affiliate of Laurentian rather than becoming an independent university appears to be its small size (about 100 students).

The other affiliates fall between these two poles. All honour the heritage of their church founders, but in practice the church's role and influence have been substantially reduced and are in some cases vestigial. As might be expected, there is a significant difference at many institutions between the perspectives of older alumni, donors and retired faculty and the perspectives of current students and faculty.

All of the affiliates welcome students from all backgrounds. Some interviewees said that there was little difference between students' religious beliefs and practices at the affiliate and at the parent institution. Some said that some of their students were attracted by an environment where they felt they could discuss their faith openly if they so wished. Each of Ontario's affiliated institutions is associated with a Christian denomination, but many interviewees said their students included adherents of other Christian denominations, students who were Jewish or Muslim or of other faiths, and students who have no religious belief.

Churches retain a role in governance at some affiliates. Most affiliates' founding statutes recognize their relationship to a particular denomination and give the church a formal role in the institution's governance, and so only an act of the Ontario Legislature could erase this role.⁵ Almost all interviewees said the role was in practice small and was respectful of academic freedom and the institution's need to govern its own affairs. In some cases an institution's statute gives church authorities the right to appoint certain members of the governing board, but in practice the church agrees to candidates put forward by the board and its nominating committee. The chief executive of the affiliate is normally a member of the church and in a few cases holds qualifications as a minister of the church (although at least one recent search committee was explicitly mandated to find candidates who were not from the sponsoring church denomination). Churches may provide an annual financial contribution to an affiliate, but over the years these contributions have become *de minimis*, reflecting the churches' reduced circumstances. Many affiliates have a chapel on campus with a full- or part-time chaplain; the latter may be financially supported by the church.

The affiliates do not impose religious-based behaviour codes on students. A number of them go to some lengths to promote an environment that welcomes diversity and respects students' human rights. The affiliates of publicly supported universities in Ontario are not to be confused with private religious-sponsored universities in Ontario and other provinces that require students to adhere to a behavior code that may prohibit (for example) sexual activity outside of heterosexual marriage.

Almost all interviewees reported that they had a positive working relationship with the senior administration of the parent institution. Most of the affiliations have been in place for a half-century or more, so there has been ample time to establish relationships and address potential issues. Where there are frictions, interviewees often attributed these to newer faculty or staff who were not yet familiar with

⁵ The role has not been fully erased from the legislation governing some publicly supported universities. The *Laurentian University of Sudbury Act, 1960*, and the *University of Ottawa Act, 1965*, bar any religious test in hiring but require that their institutions be managed and controlled "in accordance with Christian principles."

established practices. Most interviewees said that they had regular interactions with the president or provost of the parent university, in some cases weekly.

Most interviewees said that it is a regular part of their job to ensure that administrators, faculty and governors at the parent university are aware of the affiliate's role and activities and why the affiliate is an asset for the parent institution. Some common challenges in relations with the parent university are unfamiliarity with why the affiliate exists, suspicion of the religious heritage, perceptions of unnecessary administrative burdens, and concern that the affiliate may be competing with the parent institution for students or resources.

Most of the affiliates account for a smaller share of the parent university's students than was once the case. This means they are less 'top of mind' at the parent institution than was the case at the time of first affiliation. Parent institutions expanded rapidly in the late 1960s, during the period when affiliates were being half-funded and so had limited resources for growth. Affiliates generally did not benefit from the major capital expansions of the late 1990s and 2000s. Affiliates cannot apply directly to MTCU for capital funding; instead, the parent university sets capital priorities for the campus as a whole and makes a request to MTCU accordingly. In the face of heavy competition from faculties of the parent university and the high cost of buildings for science, engineering and medicine, most interviewees said that they had not received capital funding from the Ontario government over the years. Some have been successful in modernizing and expanding through capital campaigns and internal resources.

The affiliation agreement is the principal tool through which the affiliate and its parent university set out mutual expectations. Affiliation agreements are reviewed every five years in some partnerships; in others the reviews are less regular. Among the explicit or implicit purposes of an affiliation agreement are to:

- discourage unproductive competition for students and resources
- discourage activities that may be seen as detracting from the reputation of the parent institution
- create clear expectations about sharing of financial resources and physical assets
- create clear expectations for students about what kind of student experience the affiliate can offer
- minimize surprises for both institutions.

Affiliation agreements can differ significantly in terms of the issues they address and how those issues are resolved. Table 3 enumerates some of the issues that may be addressed. The table is based on a review of some of the affiliation agreements currently in place.

Table 3: Some Issues Addressed in Affiliation Agreements

Category	Sample issues
Recruitment and registration	Enrolment targets Admission standards Standards and targets for non-secondary entrants (e.g., college transfer, international) Recruitment strategies and activities Scholarships: coordination of amounts, eligibility
Academic	Program and teaching responsibilities Balance of flow between institutions (taught by versus taught to) Prioritization of students if a course is over-subscribed Participation in graduate programs Alignment of academic planning Approval of new programs Credit transfer agreements with other universities and colleges Library privileges Convocations
Information technology	IT privileges for students, faculty and staff
Student services	Roles and responsibilities Student eligibility to use services Student government(s) Student eligibility for inter-university sports teams
Financial	Sharing of revenue Sharing of expense for common services Authority to set tuition and ancillary fees
Administration	Sharing of administrative services Human resources policies, compensation Liability and indemnification
Termination	Circumstances under which the affiliation agreement can be terminated

Source: Author's compilation

Do Affiliates Contribute to Differentiation?

I examine differences in the role of affiliated universities relative to other institutions from three perspectives:

- By looking at the structural features of affiliates that make them different from the publicly supported universities
- By analyzing data from the National Survey of Student Engagement
- By assessing the distinct programs and activities of each affiliate relative to the university sector as a whole.

At their best, the affiliated universities function as liberal arts universities. Based on their resources and the opportunities and constraints presented by their affiliated relationship, many of the affiliates have adopted a mission that in other provinces and in the US is played by stand-alone institutions.

- ***Primarily or solely focused on undergraduates:*** Most affiliates focus on undergraduate programs and have at most a minor role in graduate education (excluding theology). Some offer no graduate programs at all; others may offer one or two graduate programs in fields of special strength. Their faculty may be recognized for purposes of graduate instruction or supervision in the programs of the parent university. This focus on undergraduates is seen as a stable state, i.e., none of the interviewees claimed that a major increase in the scope or scale of graduate education was in the offing.
- ***Teaching has priority equal to or greater than research:*** A majority of interviewees said that teaching was their priority, and faculty are hired based on their capacity for and interest in being great teachers. Most said that the normal teaching load at their institution was five one-semester courses per academic year (3+2), while a somewhat smaller number said it was 2+2. All of the affiliates engage in research, and of course all expect their faculty to be current in their fields. A few interviewees said that research and teaching have equal footing at their institution. Many noted that faculty involvement in service to the university was higher at their institution than at larger institutions, because a smaller number of faculty are available to serve on the committees that are common to almost all universities.
- ***Focus on the liberal arts:*** For financial and other reasons, the affiliates do not have significant facilities for teaching natural sciences, engineering, or other high-cost programs. Their program offerings are almost exclusively in the liberal arts, with some additions based on areas of historical strength such as social work or management studies.

- **Residential experience:** Operating the residences is a principal activity for some affiliates, and most interviewees said that building a strong residential community is one of their significant contributions. At many (not all) of the affiliates, the number of residence beds equals 25-30% of the affiliate's FTE enrolments. For affiliates that are relatively autonomous from their parent institution, the residence is a vehicle for reinforcing the academic mission with co-curricular activities that create a strong sense of community. For affiliates whose academic autonomy is limited, the residence allows them to serve a large number of students from the parent university who would not otherwise be linked to the affiliate.
- **A small-campus experience:** Almost all interviewees cited data about small class sizes as an important distinguishing characteristic of their institutions. Many also said that a small campus offers more opportunities for faculty-student interaction. Some interviewees felt that their campus offered a better experience for first-generation students, students with learning disabilities and students from other backgrounds, who might feel lost within a large-campus environment.
- **Sites for academic innovation:** Several interviewees noted that the size and autonomy of their institutions made it possible for them to test new ways of teaching and learning. Among the innovations at various affiliates are small-size interdisciplinary seminars for first-year students, courses taught in a three-week full-time blocks, mandatory international service learning in selected programs, and Canada's only all-women university.

Affiliates also offer two structural features that are not typically associated with liberal arts universities, but that derive from the affiliation relationship and the religious heritage.

- **The best of both worlds:** Several interviewees whose campuses are geographically close to the parent university's campus pointed out that their students have the best of both worlds: a small-campus experience coupled with access to the comprehensive course offerings, libraries, student services and athletics facilities of the parent institution.
- **A commitment to social justice and community service:** The distinctive curricular and co-curricular offerings of the affiliates often relate to values derived from their church heritage – to serve those in need, to promote peace and social justice, to respect the worth of each individual and to build communities. These values are of course widely held in secular society, and many publicly supported universities can point to comparable curricular and co-curricular offerings. Several interviewees nevertheless said that they felt that the heritage of their institutions gave them greater freedom to articulate these values in a scholarly context and to develop them as part of their students' education.

Support for the idea that students see liberal arts universities as distinctive can be found in Alex Usher's (2014) analysis of data from the *Globe and Mail* Canadian University Report survey. Usher found that students at liberal arts universities are more likely than other students to recognize the distinctiveness of their own institution. Students at a cluster of schools – Acadia, Mount Allison, St. Francis Xavier, Redeemer,

Trinity Western, Brescia, Huron, King's and Guelph – were likely to recognize that their institutions were relatively undergraduate rather than graduate, nurturing rather than assuming self-sufficiency, diverse rather than homogenous, global rather than local, spread rather than focused in the range of disciplines they offer, and applied rather than theoretical. Usher especially noted that students at only a handful of other Canadian universities recognized any distinctiveness in their own institution. He found that at most Canadian universities, students perceived their institution to be “just school.”

In recent years, five of the affiliated institutions have reported their results on the National Survey of Student Engagement separately from those of their parent institution. These results provide a limited basis for comparing student experiences using a widely recognized survey instrument.

The results on selected measures of student satisfaction and student engagement are reported in Tables 4 and 5. In each table, the NSSE average for all institutions administering the survey in Canada and the US is shown in the first row. The next 4-5 rows show the results for Ontario affiliated institutions, listed in alphabetical order. The remaining rows list results for Ontario publicly supported universities, in alphabetical order.

Based on these tables, we can make several observations about differences between the affiliated institutions and the publicly supported universities:

- The percentage of first-year students who evaluate their entire *educational experience* as ‘excellent’ is near or above the NSSE average at all of the affiliates. It is near or below the NSSE average at almost all of the publicly supported universities.
- The same is true for senior-year students. The gap between the affiliates and the publicly supported universities is somewhat more pronounced for these students.
- The percentage of senior-year students reporting that they would *definitely choose to start over again at the same institution* is above the NSSE average for the affiliated institutions and is below the NSSE average at most of the publicly supported universities.
- On *student-faculty interaction* among first-year students, the affiliated institutions score somewhat lower than the NSSE average, and the Ontario public institutions are substantially lower. Among senior-year students, the affiliated institutions are near the NSSE average and the Ontario public institutions are substantially lower.
- On the *supportive campus environment* indicator, the affiliated institutions score about the same as the NSSE average among first-year students, and most Ontario public institutions are somewhat lower. Among senior-year students, the affiliated institutions are above the NSSE average and the Ontario public institutions are somewhat lower.

The tables show little or no difference between the two types of institutions in other areas:

- The percentage of first-year students reporting that they would definitely *choose to start over again at the same institution* is near or above the NSSE average for the affiliated institutions and for most of the publicly supported universities.
- There is not much difference between the affiliated universities and the publicly supported universities in *level of academic challenge, active and collaborative learning* and *enriching educational experiences*. On the first two of these indicators, Ontario institutions are similar to the NSSE average. On enriching education experiences, almost all Ontario institutions are lower than the NSSE average.

These data need to be interpreted with caution. The data are not strong enough to support a general claim that affiliated institutions provide a better experience for students than the publicly supported universities. Only five of the affiliates report NSSE data. Given their small enrolments, their margin of error is larger than for the publicly supported universities. None of the five affiliates reporting NSSE scores is in Toronto, where students have been found to be, on average, less easy to please (Usher & Rogers, 2011).

We should also note that all NSSE data are based on self-selected groups. If students at institution A give higher scores to institution A than students at institution B give to institution B, it does not necessarily follow that students at institution B would give high scores to institution A.

The most we might conclude from these data is that students at the five affiliates report good or very good scores on some measures of student engagement relative to the average of institutions that participate in NSSE. Their reported levels of engagement are very respectable relative to those of Ontario publicly supported universities. The experience they offer is valued by their students, in some cases highly so. The measures of engagement where the affiliates appear to have stronger scores than most publicly supported universities – student-faculty interaction and supportive campus environment – are consistent with claims that many interviewees made about the small-campus experience that they offer.

Table 4: Student Satisfaction by Institution, 2014 (%)

	How would you evaluate your entire educational experience at this institution?				If you could start over, would you attend the institution you are now attending?			
	First year		Senior year		First year		Senior year	
	Excellent	Good	Excellent	Good	Definitely yes	Probably yes	Definitely yes	Probably yes
NSSE average	36	50	41	45	43	42	44	38
Brescia	36	51	49	39	46	42	54	36
Hearst	48	48	73	27	50	46	73	20
Huron	34	51	64	28	43	34	65	25
King's	35	51	42	51	40	45	46	42
Saint Paul	46	45	41	54	66	30	56	37
Algoma	23	56	29	54	33	47	29	48
Brock	28	54	31	53	41	45	38	44
Carleton	28	55	33	50	38	48	36	44
Guelph	41	48	51	41	53	36	57	33
Lakehead	20	56	19	50	32	47	23	46
Laurentian	20	54	21	53	35	46	27	49
Laurier	33	52	35	51	41	45	39	42
McMaster	37	45	38	48	45	44	43	41
Nipissing	38	52	38	48	51	40	39	42
OCAD	22	48	20	50	35	50	28	45
Ottawa	21	57	17	57	31	51	24	46
Queen's	50	41	51	40	60	32	56	31
Ryerson	21	55	21	54	34	49	28	46
Toronto - all	23	51	25	48	35	45	30	42
Toronto St. George	26	50	27	47	n.a.	n.a.	n.a.	n.a.
Toronto Mississauga	15	54	23	46	n.a.	n.a.	n.a.	n.a.
Toronto Scarborough	18	53	19	52	n.a.	n.a.	n.a.	n.a.
Trent	30	53	38	50	41	42	44	41
UOIT	24	55	24	50	36	46	26	41
Waterloo	35	49	30	49	43	45	34	44
Western	40	46	41	47	51	39	45	38
Windsor	18	55	17	55	n.a.	n.a.	n.a.	n.a.
York	17	52	21	53	29	47	25	44

n.a. = not available

Source: National Survey of Student Engagement 2014, reported by Council of Ontario Universities and by *Maclean's*, February 23, 2015. See <http://www.cou.on.ca/statistics/cudo.aspx> and

[http://contentviewer.adobe.com/s/Maclean's%20Magazine/e5d3693b3f95480a8a76987efdc3a82d/RG_MME_20150223_REG/STUDENTS%20\(charts\).html#page_0](http://contentviewer.adobe.com/s/Maclean's%20Magazine/e5d3693b3f95480a8a76987efdc3a82d/RG_MME_20150223_REG/STUDENTS%20(charts).html#page_0)

Table 5: Student Engagement by Institution, 2012 (%)

	Level of academic challenge		Active and collaborative learning		Enriching educational experience		Student-faculty interaction		Supportive campus environment	
	First year	Senior year	First year	Senior year	First year	Senior year	First year	Senior year	First year	Senior year
NSSE average	54.3	58.3	43.8	51.9	28.2	40.1	35.2	42.5	63.0	60.2
Brescia	51.2	56.7	39.1	54.2	24.0	37.7	25.9	40.2	63.3	65.4
Hearst	49.7	63.4	38.7	55.2	18.6	29.6	30.7	47.2	64.5	72.2
Huron	54.9	60.6	38.7	51.0	27.1	39.5	30.0	43.7	60.9	69.4
King's	51.3	58.6	36.1	48.3	24.9	35.1	26.4	38.7	60.9	62.8
Algoma	49.4	59.2	41.1	52.3	26.2	37.5	31.3	44.3	62.9	63.6
Brock	51.3	58.1	34.7	52.7	22.6	34.2	23.8	37.8	59.0	57.7
Carleton	51.4	57.2	35.3	43.8	25.1	34.7	22.8	33.1	59.1	54.6
Guelph	50.4	55.7	36.7	46.2	24.4	35.1	20.1	32.2	62.4	60.9
Lakehead	49.9	56.5	36.2	48.3	23.4	32.2	24.1	33.4	56.9	55.2
Laurentian	50.7	58.0	34.2	44.3	23.0	31.7	24.3	35.7	55.4	54.1
Laurier	52.3	56.7	39.0	47.6	26.0	34.8	24.7	33.4	61.1	57.1
McMaster	54.1	57.5	40.2	45.8	25.3	37.6	23.2	32.3	57.5	55.2
Nipissing	50.2	56.5	38.1	50.4	23.5	34.3	26.1	37.5	64.2	62.0
OCAD	51.8	56.5	42.8	49.5	21.3	32.0	25.5	34.7	51.5	50.2
Ottawa	51.2	54.7	32.5	43.4	23.7	33.0	20.0	28.9	54.6	47.5
Queen's	55.2	59.2	37.4	47.1	27.8	41.1	22.3	36.0	62.8	59.2
Ryerson	52.8	57.3	39.5	48.8	25.1	34.8	25.4	33.9	57.8	53.9
Toronto	52.5	56.8	32.5	39.3	24.4	34.1	23.0	32.2	53.9	47.7
Trent	53.9	60.9	37.0	50.1	25.0	35.9	27.1	39.0	63.9	60.1
UOIT	51.1	57.3	40.3	49.1	23.7	36.5	24.5	35.1	57.5	53.3
Waterloo	52.4	53.3	34.6	40.8	27.5	39.6	21.7	30.4	57.7	49.1
Western	51.7	56.2	34.1	44.7	26.9	35.8	23.3	35.3	60.4	56.6
Windsor	50.5	56.1	33.7	47.5	24.3	35.9	25.7	38.3	56.2	56.2
York	51.4	56.8	35.8	46.7	23.8	31.2	23.5	31.0	53.6	47.6

Source: National Survey of Student Engagement 2012, reported in *Maclean's*, February 7, 2013. See <http://www.macleans.ca/education/uniandcollege/how-well-do-canadian-universities-follow-best-practices/>

Each affiliate makes a distinctive contribution to the total offerings of its parent university and to the Ontario university system as a whole. These contributions may take the form of access for specific populations, academic programs and student experiences.

Table 6 compiles some points of differentiation pertaining to each of the 16 affiliates reviewed in this paper. The table is not an exhaustive list of each institution's strengths, and it is not intended to mean that an institution is the "best" or "only" institution offering a certain activity. Its purpose is to draw attention to ways in which each institution makes a contribution that differs from the norm of Ontario universities.

Table 6: Affiliated Institutions: Some Points of Differentiation

Public university	Affiliated institution	Points of differentiation
Carleton University	Dominican University College	A bilingual institution with a French-language heritage Specialization in philosophy and theology
Laurentian University	Huntington University	Lead role in offering communication studies and gerontology for Laurentian University Home of the first teaching and learning centre in Northern Ontario, the Loughheed Teaching and Learning Centre
	University of Sudbury	A bilingual institution with a French-language heritage Lead role in offering <i>folklore et ethnologie, études journalistiques</i> and Indigenous studies for Laurentian University
	Thorneloe University	Lead role in offering classical studies, theatre arts (English) and women's studies for Laurentian University
	Hearst	The only university in Ontario offering programs only in French Ontario's northern-most university: the only university on Highway 11 All courses are taught on a block system: Each course is full-time for three weeks
University of Ottawa	St. Paul University	A bilingual institution with a French-language heritage Distinctive programs in conflict studies, human relations and spirituality, public ethics, and social communications
University of Toronto	University of St. Michael's College	Offers a small-section interdisciplinary foundational program for first-year students St. Michael's sponsors these undergraduate programs: book & media studies; Celtic studies; Christianity & culture; concurrent education: religious education; mediaeval studies

Public university	Affiliated institution	Points of differentiation
	University of Trinity College	Offers a small-section interdisciplinary foundational program for first-year students Trinity sponsors these undergraduate programs: immunology; international relations; ethics, society, and law
	Victoria University	Offers a small-section interdisciplinary foundational program for first-year students Victoria sponsors these undergraduate programs: creative expression and society; education and society; literature and critical theory; material culture; renaissance studies; science and society; semiotics and communication studies
University of Waterloo	Conrad Grebel University College	The only Mennonite private-public educational partnership of its kind in North America Lead role in offering peace and conflict studies BA and MA for University of Waterloo and its affiliates Home of the Centre for Peace Advancement
	Renison University College	Lead role in offering social work BSW and MSW for University of Waterloo and its affiliates Lead role in offering the Studies in Islam program for University of Waterloo and its affiliates
	St. Jerome's University	Lead role in offering the Italian Studies program and the Sexuality, Marriage, and Family Studies program for University of Waterloo and its affiliates Medieval studies program co-sponsored by St. Jerome's University and the University of Waterloo Service-learning initiatives that promote active social justice, including programs in Peru, Guatemala and other locations
	St. Paul's University College	Lead role with the Faculty of Environment in offering international development BA for University of Waterloo and its affiliates Home of Waterloo Aboriginal Education Centre GreenHouse: a live-in social innovation centre for projects promoting environmental or social justice change

Public university	Affiliated institution	Points of differentiation
Western University	Brescia University College	Canada's only all-women's university Lead role in offering Food and Nutrition programs for Western University and its affiliates
	Huron University College	Academic focus on critical thinking and problem-solving Lead role in offering Chinese and Japanese language instruction for Western University and its affiliates
	King's University College	Lead role in offering social work and thanatology (grief and bereavement) programs for Western University and its affiliates Commitment to service. All students in Social Justice and Peace program engage in a service component in second year that engages them in local issues, with an optional overseas service component.

Source: Author's compilation based on interviews and public websites and documents.

Discussion

I take it for granted that Ontarians do not want to create more religiously based affiliated universities. In a largely secular age, it seems uncomfortable that explicitly religious institutions are involved in the governance of state-supported universities. In a multicultural society, it seems uncomfortable that all of the affiliates are associated with Christian denominations. The issue of whether educational funding available to one religion should be extended to other religions was thoroughly canvassed at the K-12 level in the 2007 election campaign: Ontarians made it clear that they do not wish to move in that direction.

There are nevertheless two good reasons why those who are interested in a differentiated higher education system should take an interest in Ontario's affiliated universities:

- The affiliates exist. No one is proposing to abolish them. Policymakers need to decide whether they value the differentiated educational experiences that affiliates offer and, if so, whether any measures are needed to protect and strengthen those experiences.
- The affiliates offer a model that can be replicated in a fully secular context: the model of a semi-autonomous campus with a distinctive mission. Policymakers need to decide whether they value this model as part of a differentiated higher education system and, if so, what steps they are prepared to take to support it.

The evidence I have presented suggests that the affiliated institutions offer a differentiated experience that, at its best, models the experience of a good liberal arts university. While there are many variations among the affiliates, they focus on undergraduate teaching and scholarship in the liberal arts, they operate at a scale that encourages students and faculty to know one another, and they offer residential experiences consistent with their educational mission to a significant proportion of their students. Each of them does so in affiliation with a large multiversity, so in most cases their students have access to the programs, facilities and services of a larger institution. Their focus on undergraduate education and their affiliation with a larger institution mean that they can operate at an affordable cost.

Yet affiliates are invisible in most descriptions of Ontario's higher education system. At present the government's data collection focuses almost exclusively on each publicly funded university as a whole. Performance data are reported for each university as a whole, including graduation rates and employment rates. A few affiliates have chosen to participate separately in NSSE, but this is optional. The Strategic Mandate Agreements set expectations for each publicly funded university, but they make no reference to the affiliates or the roles they might play.⁶

These facts raise an important issue: What is the appropriate unit of analysis for a differentiation policy?

Using the university as the unit of analysis is understandable in the differentiation policy's early stages. As the policy matures, it would be reasonable for the publicly supported universities' SMAs to drill down into the role played by the affiliates in offering a distinctive experience within Ontario's higher education system. As with all parts of the higher education system, it should be the responsibility of the institutions to provide evidence about the role they are actually playing and how well they are playing it.

Recognizing and valuing affiliates' role will lead to important conversations about whether the role is sustainable over time.

- Most of the interviewees for this project expect that enrolments at their institutions will change in line with the enrolments for similar programs at other universities over the coming decade; in other words, enrolments may remain steady or decline somewhat, similar to other liberal arts programs in their region. A few interviewees have growth plans that are significant in percentage terms but may be achievable given the small number of base enrolments.
- Some interviewees expressed concern that their institution is facing some of the same pressures as the parent universities. With per-student funding increases that are lower than inflation, and with

⁶ Hearst has its own Strategic Mandate Agreement. Carleton University's SMA proposal to MTCU in 2012 included an appendix on the role of Dominican, but the final SMA signed in 2014 does not refer to Dominican.

average teaching loads falling at some institutions from their earlier levels, some affiliated institutions may be forced to grow beyond what is desirable for a small liberal arts experience.⁷

- Some interviewees also noted that, despite good will on both sides, the natural tendency of large universities to pursue their national and international ambitions may pose a risk to their small affiliates. The pressure facing universities to pursue the prestige associated with major research programs, graduate studies and professional schools has been well documented. In this context, affiliates may seem administratively inconvenient, and their small classrooms may seem an impediment to the cost efficiencies associated with large lecture halls.

It is beyond the scope of this paper to assess fully the outlook for the affiliated universities. If, as part of its differentiation strategy, the Ontario government recognizes and values the small-campus liberal arts education that many affiliates offer, it should be possible for the government and the parent universities to have frank discussions about how to protect this element of differentiation in the face of competing priorities.

The distinctive role of affiliates raises questions for Ontario's publicly supported universities as a whole. How much differentiation exists within each university? Should Ontario's differentiation policy be deepened to recognize and support desirable forms of differentiation within each university?

For example, I have argued that a differentiation policy should explicitly make room for campuses that offer the benefits of a small liberal arts experience. Comparative studies (cited above) demonstrate the benefits of the liberal arts model in promoting practices that promote student engagement and learning. Yet higher education policy in Ontario has never made a commitment to having small liberal arts universities.⁸

The affiliated universities in Ontario show how distinctive liberal arts campuses can be part of Ontario's publicly supported universities. Linking the liberal arts campus to a large parent institution creates economies of scale that can overcome some of the financial challenges of operating at small scale. Some of the elements of a successful model are:

- A distinctive campus, which may or may not be proximate to the main campus
- A distinctive vision that values undergraduate teaching and scholarship more than discovery research, graduate studies and professional programs

⁷ For an articulation of these issues from one affiliate's perspective, see King's University College (2010), pp. 28-29.

⁸ Many universities might have claimed that role at some point in their history, but there has been no government interest in maintaining the role, so almost all have grown well beyond 10,000 students and have substantial ambitions for graduate and professional studies and research. The closest examples of a liberal arts university at present are Trent (7,000 students on two campuses), Nipissing (4,000 students, including a large professional school) and Algoma (1,000).

- Faculty who are hired based on their commitment to this mission
- Faculty accountability to the campus head rather than to the department chair of the main campus
- Residences whose cocurricular activities reinforce the educational mission of the campus

This argument need not be limited to liberal arts campuses. Its application may extend to many forms of innovative teaching and learning.

Ontario has a small number of campuses that more or less fit this model, as shown in Table 7. The largest of these – the two suburban campuses of the University of Toronto – have more than doubled in size since 2000 and can scarcely be seen as small campuses. They nevertheless play distinctive roles that should be assessed separately from those of the St. George campus. The other four campuses serve a total of about 10,000 students, or about 2% of Ontario's undergraduate population.

Table 7: Small Campuses of Ontario Universities

University	Campus	Year opened	Enrolment (2012-13 headcount)	Points of differentiation
University of Guelph	University of Guelph-Humber	2002	3,422	Students receive an honours baccalaureate degree from the University of Guelph and a diploma from Humber College in four years of full-time study
Lakehead University	Orillia	2006 - Downtown Campus 2010 - University Avenue Campus	1,114	Geographic accessibility in Orillia area, notably in arts and science, education, commerce and social work
University of Toronto	Scarborough	1966	10,152	Geographic accessibility for eastern GTA Designated as the University of Toronto's U of T's co-op campus Comprehensive range of undergraduate programs Graduate-level specialization in environmental science
	Mississauga	1967	11,472	Geographic accessibility for

University	Campus	Year opened	Enrolment (2012-13 headcount)	Points of differentiation
				western GTA Comprehensive range of undergraduate programs Graduate-level specializations Institute for Management and Innovation; Centre for South Asian Civilizations; Mississauga Academy of Medicine
Wilfrid Laurier University	Brantford	1999	2,589	Geographic accessibility for Brantford area, notably in arts, commerce and health studies Degree completion programs with Mohawk College Concurrent education program with Nipissing University (being wound down)
York University	Glendon College	1966	2,221 (FTEs)	Centre of Excellence for French-language and Bilingual Education in the Central and Southwest Region The only campus in Ontario where all students study in both English and French

Note: In addition to this list, several Ontario universities operate non-residential downtown campuses, typically in office buildings or similar structures.

Source: Trick (2012) and author's compilation. Enrolments are MTCU data.

These facts raise some significant questions for both the government and the parent institutions:

- Is the quality of undergraduate teaching and learning satisfactory at large multiversities?
- Would restructuring within the university that encourages more small-scale experiences and teaching innovation improve the quality of teaching and learning?

- Should one of the goals of Ontario's differentiation policy be to encourage such restructuring?

The first step in answering these questions is for the government's differentiation policy to drill more deeply into the quality of undergraduate teaching and learning offered by individual faculties and campuses at each university. The university as a whole is too large a unit of analysis: university-wide averages mask areas of strength and weakness.

In undertaking within-university analysis, care should be taken to gather comprehensive data. There will be an understandable tendency for each university to want to put its best foot forward by providing information on programs or colleges where the quality of teaching and learning is especially strong, but the government has a legitimate interest in the quality of undergraduate teaching in all parts of the university.

Greater recognition of the differentiation within each university will give more insight into whether the goals of the government's differentiation policy are being achieved. Experimentation with innovative teaching and learning strategies, such as is made possible by semi-autonomous affiliates and campuses, may become an important strategy for improving the quality of undergraduate teaching and learning.

Conclusion

Federated and affiliated universities are artifacts of Ontario's history, yet their current role is highly relevant to the challenge of how to offer high-quality undergraduate teaching and learning in a near-universal system of higher education whose primary institutional type is the large multiversity. The affiliates carry out worthwhile missions in their own right, and they suggest how semi-autonomous faculties and campuses at publicly supported universities might play a role as innovative sites for the improvement of undergraduate education.

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Higher Education
Quality Council
of Ontario

An agency of the Government of Ontario

This is **Exhibit "B"**
referred to in the Affidavit of John Gibault
sworn before me this 19th day of April, 2021.

A handwritten signature in black ink, appearing to be "John Gibault", is written over a horizontal line.

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

DATED 10th SEPTEMBER 1960

LAURENTIAN UNIVERSITY OF SUDBURY

- and -

THE UNIVERSITY OF SUDBURY

A G R E E M E N T

CASSELS, BROCK & KELLEY
255 Bay Street
Toronto 1 Ontario

THIS AGREEMENT made in quadruplicate this 10th day of September, A. D. 1960:

BETWEEN:

LAURENTIAN UNIVERSITY OF SUDBURY
hereinafter called "Laurentian University"

OF THE FIRST PART

- and -

THE UNIVERSITY OF SUDBURY
hereinafter called "Sudbury University"

OF THE SECOND PART

WHEREAS Sudbury University is a corporation incorporated by Chapter 131 of the Statutes of Ontario, 1914, as amended by Chapter 103 of the Statutes of Ontario, 1928, Chapter 160 of the Statutes of Ontario 1957 and Chapter 173 of the Statutes of Ontario, 1959;

AND WHEREAS Laurentian University was incorporated by the Laurentian University of Sudbury Act, 1960, being Chapter 151 of the Statutes of Ontario, 1960, pursuant to the petition of The University of Sudbury, The United Church of Canada and The Incorporated Synod of the Diocese of Algoma (Anglican) praying for the incorporation of Laurentian University as a non-denominational bilingual institution to provide facilities for instruction in all branches of higher learning;

AND WHEREAS Laurentian University is empowered by virtue of its said Act of Incorporation to admit into federation or affiliation with it other colleges or universities and to continue in Laurentian University, faculties, schools, institutions, departments and chairs already established in Sudbury

University;

AND WHEREAS Sudbury University is desirous of entering into federation with Laurentian University in accordance with the provisions of the said Act of Incorporation of Laurentian University and upon the terms and conditions hereinafter set forth and Laurentian University has agreed to admit Sudbury University into federation with it in accordance with its said Act of Incorporation, and upon the terms and conditions hereinafter set forth;

WITNESSETH that pursuant to the said Act of Incorporation of Laurentian University and in consideration of the terms, covenants and agreements on the part of the parties hereto to be respectively observed, fulfilled and performed, the Parties hereto covenant and agree as follows:

1. Sudbury University is hereby and by virtue of the said Act of Incorporation of Laurentian University admitted into federation with Laurentian University.

2. While this agreement remains in force, Sudbury University shall suspend all its degree-conferring powers except the power to grant degrees in Theology.

3. Laurentian University agrees to continue all faculties, schools, institutes, departments and chairs now established in Sudbury University except those in Theology and Philosophy in accordance with the provisions of the Act of Incorporation of Laurentian University.

4. Laurentian University agrees that in continuing

W. B. G. M.
W. B. G. M.

- 3 -

the faculties, schools, institutes, departments and chairs now established in Sudbury University, it will do so upon the basis of the Act of Incorporation of Laurentian University by virtue of which Laurentian University is a bi-lingual, non-denominational university and it will continue the system of bi-lingual instruction in the respective faculties, schools, institutes, departments and chairs heretofore followed in Sudbury University.

5. / All students, including those enrolled in federated universities or colleges who intend to proceed towards degrees or to obtain diplomas, certificates or other academic qualifications at Laurentian University shall register at Laurentian University and must comply with the requirements of Laurentian University for entry to and registration in Laurentian University and to become entitled to degrees, diplomas, certificates or other academic qualifications at Laurentian University must comply with all requirements of Laurentian University. In the case of students enrolled in federated universities or colleges, fees paid shall be apportioned between Laurentian University and such federated universities or colleges as may from time to time be agreed upon between the parties hereto provided however that the academic standing of all students now registered at Sudbury University who by virtue of the Act of Incorporation of Laurentian University and of this agreement, become registered as students of Laurentian University shall be accepted by Laurentian University upon the basis of their academic standing at Sudbury University, provided they comply with the requirements of Laurentian University

L. J. Gifford

in regard to registration and payment of fees.

6. Sudbury University shall have disciplinary jurisdiction over and entire responsibility for the conduct of its students in respect of all matters arising or occurring in or upon the buildings and grounds, including residences, occupied by Sudbury University but in all other cases Laurentian University shall have disciplinary jurisdiction over students registered in it.

7. Sudbury University hereby agrees to sell to Laurentian University its entire library and library equipment other than books and documents on theology and philosophy and Laurentian University agrees to purchase the same at a price to be agreed upon between the parties.

8. Sudbury University hereby agrees to sell to Laurentian University its entire laboratory equipment and supplies and Laurentian University agrees to purchase the same at a price to be agreed upon between the parties.

9. Laurentian University agrees to assume the contracts of employment entered into by Sudbury University with members of its teaching staff or to enter into new contracts of employment with such members in the Faculty of Arts and Sciences, the School of Business Administration, the School of Nursing, the Graduate School and the Extension Department being all of its existing faculties, schools, institutes, departments and chairs, with the exception of the Departments of Theology and Philosophy.

H. L. L. M.
W. A. V.

10. Sudbury University agrees to assign and transfer to Laurentian University the leases of premises occupied by it in the Empire Building, Sudbury, and on the third floor of the Federal Building, Sudbury, subject to the approval of the Lessors of the said premises being obtained and Laurentian University agrees to indemnify Sudbury University in respect of any liability under the said leases which may arise subsequent to such assignments and transfers.

11. General facilities provided by Laurentian University such as physical training, health and athletic facilities, buildings and quarters (other than residences) provided for the use of Laurentian University faculty and students shall be available to the faculty and students of Sudbury University upon the same fee basis as to the faculty and students of Laurentian University.

12. Laurentian University shall allocate and reserve land within its campus which Sudbury University may acquire and upon which Sudbury University may construct buildings for teaching, administration, and faculty and students residences, with or without chapels, subject to the prior written approval of Laurentian University as to architectural design and upon such financial arrangements and conditions as to title and tenure as may be agreed upon between Sudbury University and Laurentian University.

13. Public appeals for financial or other contributions or assistance for Sudbury University shall be made only

W.L. L.H.
[Signature]

with the prior written approval of Laurentian University. A request for money through a Church body to be raised from its members shall not be considered a public appeal.

14. Sudbury University and Laurentian University respectively shall retain as their own property all gifts, bequests, devices, scholarships, endowments or grants of any kind made to them respectively, except as may otherwise be agreed upon between the parties hereto and subject to any trusts which may affect the same.

15. Any federation or affiliation agreements or modifications thereof relating to federation or affiliation with Laurentian University shall be discussed with the universities and colleges federated or affiliated with Laurentian University prior to Laurentian University entering into any such agreements or agreeing to modifications of any such agreements.

16. Laurentian University will make arrangements to commence the courses which are to be conducted by it, not later than the 30th day of September, 1960.

17. Both Laurentian University and Sudbury University declare and express the firm hope and conviction that the relationship between the Universities established by this agreement will be a permanent one and that they and the other universities and colleges which become federated or affiliated with Laurentian University will work together to fulfill the objects of the Act of Incorporation of Laurentian University and to build a great institution of learning which shall forever

H.L. B.T. 7/60
[Signature]

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be bi-lingual and non-denominational in its character. The Parties fully realize that the success of the task which they have set themselves will depend more on mutual understanding, goodwill and cooperation between the institutions now or hereafter associated together in Laurentian University, than upon any formal agreements.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals under the hands of their proper officers duly authorized in that behalf.

LAURENTIAN UNIVERSITY OF SUDBURY

Emile J. Duvier S.J.

R. J. D. M.D.

THE UNIVERSITY OF SUDBURY

G. J. Duvier S.J.

J. L. Duvier S.J.

H. L. G. M.
was

DATED 10th SEPTEMBER 1960

LAURENTIAN UNIVERSITY OF SUDBURY

- and -

HUNTINGTON UNIVERSITY

A G R E E M E N T

CASSELS, BROCK & KELLEY
255 Bay Street
Toronto 1 Ontario

THIS AGREEMENT made in quadruplicate this 10th day of September, A.D. 1960:

BETWEEN:

LAURENTIAN UNIVERSITY OF SUDBURY
hereinafter called "Laurentian University"

OF THE FIRST PART

- and -

HUNTINGTON UNIVERSITY

OF THE SECOND PART

WHEREAS Huntington University is a corporation incorporated by Chapter 143 of the Statutes of Ontario, 1960;

AND WHEREAS Laurentian University was incorporated by The Laurentian University of Sudbury Act, 1960, being Chapter 151 of the Statutes of Ontario, 1960, pursuant to the petition of The University of Sudbury, The United Church of Canada and The Incorporated Synod of the Diocese of Algoma (Anglican) praying for the incorporation of Laurentian University as a non-denomination bilingual institution to provide facilities for instruction in all branches of higher learning;

AND WHEREAS Laurentian University is empowered by virtue of its said Act of Incorporation to admit into federation or affiliation with it other colleges or universities;

AND WHEREAS Huntington University is empowered by virtue of its said Act of Incorporation to enter into federation or affiliation with other colleges or universities;

AND WHEREAS Huntington University is desirous of entering into federation with Laurentian University in accordance

- 2 -

with the provisions of the said Acts of Incorporation of Huntington University and Laurentian University and upon the terms and conditions hereinafter set forth and Laurentian University has agreed to admit Huntington University into federation with it in accordance with the said Acts of Incorporation, and upon the terms and conditions hereinafter set forth;

WITNESSETH that pursuant to the said Acts of Incorporation of Huntington University and of Laurentian University and in consideration of the terms, covenants and agreements on the part of the parties hereto to be respectively observed, fulfilled and performed, the Parties hereto covenant and agree as follows:

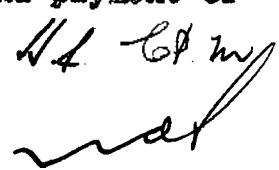
1. Huntington University is hereby and by virtue of the said Acts of Incorporation of Huntington University and of Laurentian University admitted into federation with Laurentian University.
2. While this agreement remains in force, Huntington University shall suspend all its degree-conferring powers except the power to grant degrees in Theology.
3. Laurentian University agrees to continue all faculties, schools, institutes, departments and chairs now established in The University of Sudbury except those in Theology and Philosophy in accordance with the provisions of the Act of Incorporation of Laurentian University.
4. Laurentian University agrees that in continuing the faculties, schools, institutes, departments and chairs now established in The University of Sudbury, it will do so upon the

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basis of the Act of Incorporation of Laurentian University by virtue of which Laurentian University is a bilingual, non-denominational university and it will continue the system of bilingual instruction in the respective faculties, schools, institutes, departments and chairs heretofore followed in The University of Sudbury.

5. All students, including those enrolled in federated universities or colleges who intend to proceed towards degrees or to obtain diplomas, certificates or other academic qualifications at Laurentian University shall register at Laurentian University and must comply with the requirements of Laurentian University for entry to and registration in Laurentian University and to become entitled to degrees, diplomas, certificates or other academic qualifications at Laurentian University must comply with all requirements of Laurentian University. In the case of students enrolled in federated universities or colleges, fees paid shall be apportioned between Laurentian University and such federated universities or colleges as may from time to time be agreed upon between the parties hereto provided however that the academic standing of all students now registered at Sudbury University who by virtue of the Act of Incorporation of Laurentian University and of this agreement, become registered as students of Laurentian University shall be accepted by Laurentian University upon the basis of their academic standing at Sudbury University, provided they comply with the requirements of Laurentian University in regard to registration and payment of fees.



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6. Huntington University shall have disciplinary jurisdiction over and entire responsibility for the conduct of its students in respect of all matters arising or occurring in or upon the buildings and grounds, including residences, occupied by Huntington University but in all other cases Laurentian University shall have disciplinary jurisdiction over students registered in it.

7. Huntington University hereby agrees to sell to Laurentian University its entire library and library equipment other than books and documents on Theology and Philosophy and Laurentian University agrees to purchase the same at a price to be agreed upon between the Parties.

8. Huntington University hereby agrees to lease to Laurentian University space required by Laurentian University in premises owned by Huntington University at such rental and upon such terms as may be agreed upon between Huntington University and Laurentian University.

9. General facilities provided by Laurentian University such as physical training, health and athletic facilities, buildings and quarters (other than residences) provided for the use of Laurentian University faculty and students shall be available to the faculty and students of Huntington University upon the same fee basis as to the faculty and students of Laurentian University.

10. Laurentian University shall allocate and reserve land within its campus which Huntington University may acquire and upon which Huntington University may construct

H.L. G.M.
W.A.S.

- 5 -

buildings for teaching, administration, and faculty and students residences, with or without chapels, subject to the prior written approval of Laurentian University as to architectural design and upon such financial arrangements and conditions as to title and tenure as may be agreed upon between Huntington University and Laurentian University.

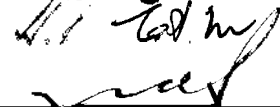
11. Public appeals for financial or other contributions or assistance for Huntington University shall be made only with the prior written approval of Laurentian University. A request for money through a church body to be raised from its members shall not be considered a public appeal.

12. Huntington University and Laurentian University respectively shall retain as their own property all gifts, bequests, devises, scholarships, endowments or grants of any kind made to them respectively, except as may otherwise be agreed upon between the parties hereto and subject to any trusts which may affect the same.

13. Any federation or affiliation agreements or modifications thereof relating to federation or affiliation with Laurentian University shall be discussed with the universities and colleges federated or affiliated with Laurentian University prior to Laurentian University entering into any such agreements or agreeing to modifications of any such agreements.

14. Laurentian University will make arrangements to commence the courses which are to be conducted by it, not later than the 30th day of September, 1960.

15. Both Laurentian University and Huntington



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University declare and express the firm hope and conviction that the relationship between the Universities established by this agreement will be a permanent one and that they and the other universities and colleges which become federated or affiliated with Laurentian University will work together to fulfill the objects of the Act of Incorporation of Laurentian University and to build a great institution of learning which shall forever be bilingual and non-denominational in its character. The Parties fully realize that the success of the task which they have set themselves will depend more on mutual understanding, goodwill and cooperation between the institutions now or hereafter associated together in Laurentian University, than upon any formal agreements.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals under the hands of their proper officers duly authorized in that behalf.

LAURENTIAN UNIVERSITY OF SUDBURY

Emile Baugier S.J.

[Signature]

HUNTINGTON UNIVERSITY

W. Lautinslager

[Signature]

[Signature]

DATED SEPTEMBER, 1960

LAURENTIAN UNIVERSITY OF SUDBURY

and

HUNTINGTON UNIVERSITY

DRAFT
AGREEMENT

CASSELS, BROCK & KELLEY
Barristers & Solicitors
255 Bay Street
Toronto-Ontario

2 Sept. 60

THIS AGREEMENT made in quadruplicate this day
of September, A.D. 1960:

BETWEEN:

LAURENTIAN UNIVERSITY OF SUDBURY
hereinafter called "Laurentian
University"

OF THE FIRST PART

- and -

HUNTINGTON UNIVERSITY

OF THE SECOND PART

WHEREAS Huntington University is a corporation
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AND WHEREAS Laurentian University is empowered by
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AND WHEREAS Huntington University is empowered
by virtue of its said Act of Incorporation to enter into feder-
ation or affiliation with other colleges or universities;

AND WHEREAS Huntington University is desirous of
entering into federation with Laurentian University in accordance

- 2 -

with the provisions of the said Acts of Incorporation of Huntington University and Laurentian University and upon the terms and conditions hereinafter set forth and Laurentian University has agreed to admit Huntington University into federation with it in accordance with the said Acts of Incorporation, and upon the terms and conditions hereinafter set forth;

WITNESSETH that pursuant to the said Acts of Incorporation of Huntington University and of Laurentian University and in consideration of the terms, covenants and agreements on the part of the parties hereto to be respectively observed, fulfilled and performed, the Parties hereto covenant and agree as follows:

1. Huntington University is hereby and by virtue of the said Acts of Incorporation of Huntington University and of Laurentian University admitted into federation with Laurentian University.

2. While this agreement remains in force, Huntington University shall suspend all its degree-conferring powers except the power to grant degrees in Theology.

3. Laurentian University agrees to continue all faculties, schools, institutes, departments and chairs now established in The University of Sudbury except those in Theology and Philosophy in accordance with the provisions of the Acts of Incorporation of Laurentian University.

4. Laurentian University agrees that in continuing the faculties, schools, institutes, departments and chairs now established in The University of Sudbury, it will do so upon the

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basis of the Acts of Incorporation of Laurentian University by virtue of which Laurentian University is a bi-lingual, non-denominational university and it will continue the system of bi-lingual instruction in the respective faculties, schools, institutes, departments and chairs heretofore followed in The University of Sudbury.

5. All students who intend to proceed towards degrees or to obtain diplomas, certificates or other academic qualifications at Laurentian University shall register at Laurentian University and must comply with the requirements of Laurentian University for entry to and registration in Laurentian University and to become entitled to degrees, diplomas, certificates or other academic qualifications at Laurentian University must comply with all requirements of Laurentian University.

6. Huntington University shall have disciplinary jurisdiction over and entire responsibility for the conduct of its students in respect of all matters arising or occurring in or upon the buildings and grounds, including residences, occupied by Huntington University but in all other cases Laurentian University shall have disciplinary jurisdiction over students registered in it.

7. Huntington University hereby agrees to sell to Laurentian University its entire library and library equipment other than books and documents on theology and philosophy and Laurentian University agrees to purchase the same at a price to be agreed upon between the parties.

8. Huntington University agrees to assign and transfer to Laurentian University the leases of any rented premises occupied

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by Huntington University which may be required for the purposes of Huntington University, subject to the approval of the Lessors of the said premises being obtained and Laurentian University agrees to indemnify Huntington University in respect of any liability under the said leases which may arise subsequent to such assignments and transfers. Huntington University further agrees to lease to Laurentian University space required by Laurentian University in premises owned by Huntington University at such rental and upon such terms as may be agreed upon between Huntington University and Laurentian University.

9. General facilities provided by Laurentian University such as physical training, health and athletic facilities, buildings and quarters (other than residences) provided for the use of Laurentian University faculty and students shall be available to the faculty and students of Huntington University upon the same fee basis as to the faculty and students of Laurentian University.

10. Laurentian University shall allocate and reserve land within its campus which Huntington University may acquire and upon which Huntington University may construct buildings for teaching, administration, and faculty and students residences, with or without chapels, subject to the prior written approval of Laurentian University as to architectural design and upon such financial arrangements and conditions as to title and tenure as may be agreed upon between Huntington University and Laurentian University.

11. Public appeals for financial or other contributions or assistance for Huntington University shall be made only with

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the prior written approval of Laurentian University.

12. Huntington University and Laurentian University respectively shall retain as their own property all gifts, bequests, devises, scholarships, endowments or grants of any kind made to them respectively.

13. Any federation or affiliation agreements or modifications thereof relating to federation or affiliation with Laurentian University shall be discussed with the universities and colleges federated or affiliated with Laurentian University prior to Laurentian University entering into any such agreements or agreeing to modifications of any such agreements.

14. This agreement shall remain in full force and effect for a period of ten years from the date hereof and thereafter unless and until either party, after the expiration of the said period of ten years notifies the other in writing that this agreement shall be terminated at the expiration of one year from the date such notice is given, and on the expiration of the said period of one year this agreement shall no longer have any force or effect except as to anything done during its currency, and Huntington University shall thereupon cease to be federated with Laurentian University and may thereafter resume its full degree-conferring powers.

15. Laurentian University will make arrangements to commence the courses which are to be conducted by it, not later than the 30th day of September, 1960.

16. Notwithstanding the provisions for possible termination of this agreement, hereinbefore mentioned, both Laurentian

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University and Huntington University declare and express the firm hope and conviction that the relationship between the Universities established by this agreement will be a permanent one and that they and the other universities and colleges which become federated or affiliated with Laurentian University will work together to fulfill the objects of the Acts of Incorporation of Laurentian University and to build a great institution of learning which shall forever be bi-lingual and non-denominational in its character. The Parties fully realize that the success of the task which they have set themselves will depend more on mutual understanding, goodwill and cooperation between the institutions now or hereafter associated together in Laurentian University, than upon any formal agreements.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals under the hands of their proper officers duly authorized in that behalf.

{ LAURENTIAN UNIVERSITY OF SUDBURY

{ _____

{ _____

{ HUNTINGTON UNIVERSITY

{ _____

{ _____

DRAFT NO. 2

MEMORANDUM TO THE BOARD OF REGENTS OF HUNTINGTON UNIVERSITY as to the proposed Terms of Federation with LAURENTIAN UNIVERSITY OF SUDBURY in accordance with the Provisions of The Laurentian University of Sudbury Act, 1960, and the Huntington University Act, 1960.

1. The Board of Regents of Huntington University respectfully submit that the following suggestions are in accordance with the form, substance and intention of The Laurentian University of Sudbury Act, 1960, and The Huntington University Act, 1960, and in accordance with the agreed intentions of all who worked for and negotiated the agreements which led to the enactment of these Acts by the Ontario Legislature, and these proposals are accordingly submitted with a view to implementing the provisions of both Acts.
2. In accordance with Section 3 (c) of The Huntington University Act, 1960, the Board of Regents of Huntington University submit that it is desirable for Huntington University to enter into Federation on a basis of full equality with all other present or future federating parties.
3. In accordance with Section 3(b) of The Laurentian University Act, 1960, Huntington University agrees to hold its degree-granting powers in abeyance, except in Theology, during such time as it remains in Federation.
4. In accordance with the powers granted to Huntington University by Section 3(a) of The Huntington University Act, 1960, as modified in the event of Federation by Section 4(a) and 4(d) of The Laurentian University of Sudbury Act, 1960, Huntington University proposes to teach Philosophy and Religious Knowledge and, in accordance with the oral agreement now in effect with the University of Sudbury, and with the consent of the Faculty of Arts and Sciences of University College, to be consented to by the Senate and Board of Laurentian University of Sudbury, Huntington proposes also to teach English which, however, would be coordinated with the teaching of English in University College and would be taught under the direction of the Senate of the Laurentian University of Sudbury.
5. Huntington University proposes that it be allowed to offer instructions in subjects other than Philosophy, Religious Knowledge

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and English at such time as the Senate and the Board of Huntington University deem it advisable to offer such further courses, when and if its application to offer instruction in such other subjects is approved by the Faculty of Arts and Sciences of University College and consented to by the Senate and Board of Laurentian University of Sudbury in accordance with the Provisions of Section 4(d) of The Laurentian University of Sudbury Act, 1960, with the same opportunity being open to other federating parties.

6. Huntington University proposes that the University College of Laurentian University of Sudbury should provide the remainder of the necessary Arts and Science courses required by the federating Colleges and if it is not practicable for the University College so to do, notwithstanding the Provisions and the expressed intention of Section 4(a) of The Laurentian University of Sudbury Act, 1960, then the Faculty of Arts and Sciences of University College and the Senate and Board of The Laurentian University of Sudbury will, pursuant to Section 4(d) of The Laurentian University of Sudbury Act, 1960, permit Huntington University to share in the teaching of Arts and Science subjects not provided for by the University College of The Laurentian University of Sudbury.

7. Huntington University requires to be assured of the establishment of an active University College under the administration and direction of The Laurentian University of Sudbury as envisioned in The Laurentian University of Sudbury Act, 1960, Section 4(d) and provided for by Section 4(a), with the University College in control of the Arts and Science Faculty. It is submitted that the Acts of the Legislature do not, in terms, set forth any time for the coming into being of the University College, and it would appear that the Board and Senate of the Laurentian University of Sudbury should be respectfully requested to establish the University College in order that it may function as a non-denominational College of the Laurentian University of Sudbury with a Principal, Registrar, Bursar, Librarian and teaching staff, at as early date as possible. Pending the establishment of the University College, Huntington University would agree that the University of Sudbury and Huntington University teach the necessary subjects until the University College is in a position to take over those teaching duties in accordance with Terms Nos.5 and 6 of these proposed Terms of Federation

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8. Huntington University expects that Faculties, departments, schools and chairs in addition to those referred to in The Laurentian University of Sudbury Act, 1960, Section 4(a) will be organized as required and controlled by the Board and Senate of The Laurentian University of Sudbury.
9. Students enrolling in The Laurentian University of Sudbury shall enroll with the Registrar of The Laurentian University but shall register in the College or federating University of their choice.
10. Huntington University would expect that the complete control of examinations and educational standards would be the responsibility of The Laurentian University of Sudbury, with the exception of the subjects of Philosophy and Religious Knowledge, and Huntington University proposes, in order best to ensure proper standards, that all federated Universities should be invited to confer from time to time with The Laurentian University of Sudbury with respect to admission and examination standards.
11. Huntington University proposes that all federating parties be invited to take part in the program of the Extension Department of The Laurentian University of Sudbury.
12. Huntington University proposes that if an agreement respecting federation can be reached which accords generally with these suggested terms of federation, the Boards and Senates of the federating parties should delegate to a committee of all federating parties the task of proposing a recommendation to all federating parties covering the financial arrangements of federation.
13. It will be apparent from the foregoing that before any Federation Agreement could be reached, it would be essential to request the Senate and Board of the Laurentian University of Sudbury that they make known their plans for the establishment of the University College of the Laurentian University of Sudbury in order that Huntington University and any others desiring to federate may be made aware of the facilities that will be provided by the University College of the Laurentian University and may accordingly undertake their duties in providing a higher education for their students.

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The Board and Senate of Huntington University, therefore, deem it desirable that they be invited by the Board and Senate of the Laurentian University of Sudbury to make suggestions as the establishment of the University College in addition to the suggestions of a general nature contained in the foregoing Terms of Federation.

The above proposed terms of federation were accepted by Board of Regents of Huntington University at a meeting on August 11, 1960.

D. P. Best, Chairman
C. A. Nicholson, Secretary.

Federation 268
Cassels

THE LAURENTIAN UNIVERSITY OF SUDBURY

September 6, 1960

Dr. E.S. Lautenslager, President,
Huntington University,
83 Larch Street,
Sudbury, Ontario

Dear Sir:

In an effort to expedite the consideration of the proposed federation agreements between your University and Laurentian University of Sudbury, I would suggest that your University might be represented at our meeting of Governors on Saturday of this week to consider what alterations, if any, you might require to the draft agreements prepared by our solicitors for your consideration.

You might care to have your President, your solicitor and your Chairman of the Board of Regents attend our Governors' meeting, to be held in Room 302 Federal Building, 19 Lisgar St., South, Sudbury. Might I suggest the hour of 10:30 A.M. That would give our Board the opportunity of reviewing the draft agreements so that the Governors would then be in a position to hear the suggestions of the federating colleges. Our counsel, Mr. Cassels, will be present at that meeting.

In the meantime, our Executive Committee is meeting on Wednesday at 3:00 P.M. in the President's office and we would be obliged if by that time you might let us know of anything in the proposed agreements that does not meet with your approval. Perhaps in that way we could approach the Saturday meeting with fewer problems or with suggested solutions.

Your kind co-operation would be greatly appreciated.

Yours very truly,

D. L. James

Acting Secretary

Copy for President E. Bowler

*- a similar letter was also sent under even date to Father
J. Belcourt, S.J. of the University of Sudbury.*

This is **Exhibit "C"**
referred to in the Affidavit of John Gibault
sworn before me this 19th day of April, 2021.

A handwritten signature in black ink, appearing to be "John Gibault", written over a horizontal line.

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

COLLECTIVE AGREEMENT

between

**the Laurentian University
Faculty Association**

and

**the Board of Governors
of Thorneloe University**

2017–2020

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1. INTRODUCTION

ARTICLE 1.10 – TITLE

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

ARTICLE 1.15 – DEFINITIONS

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

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

ARTICLE 1.20 – PURPOSE OF THE AGREEMENT

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

ARTICLE 1.25 – THE OBJECTS AND PURPOSES OF THE UNIVERSITY

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

ARTICLE 1.30 – DEADLINES AND TIME LIMITS

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

ARTICLE 1.35 – COPIES

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

2. RELATIONS BETWEEN THE UNION AND THE EMPLOYER**ARTICLE 2.10 – RECOGNITION OF THE BARGAINING UNIT**

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

ARTICLE 2.15 – RECOGNITION OF THE EMPLOYER

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

ARTICLE 2.20 – RIGHTS AND PRIVILEGES OF THE ASSOCIATION

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

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

ARTICLE 2.25 – DUES CHECK-OFF

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

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

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

ARTICLE 2.35 – CORRESPONDENCE

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

ARTICLE 2.40 – INFORMATION

2.40.1 Use of Information

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

2.40.2 Information Provided by the Board

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

October of each year:

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

2.40.3 *Information Provided by the Association*

The Association agrees to provide the Board with:

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

2.40.4 *Confidential Information*

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

2.40.5 *Additional Information*

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

ARTICLE 2.45 – THE ADMINISTRATION OF THE AGREEMENT

2.45.1 *Liaison Persons*

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

2.45.2 *Joint Consultative Committee*

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

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

ARTICLE 2.50 – EXISTING PRACTICES

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

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

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

ARTICLE 2.55 – MODIFICATIONS TO THE LEGAL STATUS OF THE UNIVERSITY

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

ARTICLE 2.60 – SENIOR ACADEMIC ADMINISTRATORS

2.60.1 *Selection*

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

2.60.2 *Removal*

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

2.60.3 *Re-entry into the Bargaining Unit*

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

2.60.4 *Acting or Substitute Senior Academic Administrators*

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

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

3. WORKING CONDITIONS

ARTICLE 3.10 – ACADEMIC FREEDOM

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

ARTICLE 3.15 – EMPLOYMENT EQUITY

- 3.15.1 Thorneloe University and the Laurentian University Faculty Association support the principle of employment equity as defined by applicable legislation, and agree to develop

policies which ensure that the opportunities for appointment, promotion, and the conditions of service for Members, are equal for women, people with disabilities, visible minorities, and Aboriginal people.

ARTICLE 3.20 – NEW HIRES

- 3.20.1 New Members who have been appointed to a tenure-track position shall be eligible to receive a 3-credit course reduction from the normal workload of 15 credits in any year of their employment prior to the granting of tenure.
- 3.20.2 New Members who have been appointed to a tenure-track position shall be eligible to receive a \$4000 research grant, expendable prior to the granting of tenure. Applications for the research grant must meet the criteria set out for Professional Allowance (4.95.3).
- 3.20.3 *Childcare Assistance*
The University will provide information about childcare facilities in Sudbury and subsidies available for childcare expenses not later than the offer of employment.
- 3.20.4 *Spousal Hires*
- a. When a candidate has been recommended by a Thorneloe Academic Unit for tenure track (or probationary) or tenured position and has a spouse or partner who may be qualified for an academic position, a Thorneloe Academic Unit appropriate to the discipline of the spouse or partner may recommend a 1–3 year term appointment without advertising under the following conditions:
 1. The President has confirmed the availability of a position within the academic unit in question, in consultation with all department chairs;
 2. The Chair has made available an application file for viewing by all Members of the Thorneloe Academic Unit and has arranged interviews and open meetings with the candidate and the Members in the Unit, on campus or through Telecommunications Technology;
 - b. Notwithstanding the provisions of Article 4.35.2 c.1, an appointment made under these provisions may be extended, subject to Unit approval, for a period of up to five (5) years in total.
 - c. A majority of the full-time Members of the Academic Unit and two-thirds ($\frac{2}{3}$) of the full-time Members of the Thorneloe Faculty Council by vote have approved of the recommendation, including the term of the appointment when applicable;
 - d. The appointment has been approved by the President after review of the application file and the Unit and Faculty Council recommendations;
 - e. The decision of the President is not subject to grievance.

ARTICLE 3.25 – NO DISCRIMINATION

- 3.25.1 Subject to section (7) of the Thorneloe University Act 1960–61, the parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practised by the parties or Members with respect to any Member in regard to salaries, rank, appointment, promotion, tenure, reappointment, dismissal, leaves, fringe benefits, or any other matter arising from this Agreement, by reason of age (except for retirement as provided for in this

Agreement), race, language (except where the lack of language competence would clearly prevent carrying out the required duties), creed, colour, ancestry, ethnic or cultural background, national origin, political or religious affiliation or belief, sex, sexual orientation, marital status, family relationship, personal or social life style or behaviour, clerical or lay status, disability (except where the physical, emotional or mental condition would clearly prevent the carrying out of the required duties).

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

ARTICLE 3.30 – WORKING ENVIRONMENT

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

ARTICLE 3.35 – HEALTH AND SAFETY

- 3.35.1 The Employer recognizes a responsibility to provide an environment intended to protect the health and safety of Members as they carry out their responsibilities. To that end, the parties agree to co-operate in achieving and maintaining compliance with the provisions of the Occupational Health and Safety Act and amendments, and related policies and procedures, including the Harassment and Discrimination Policy and the Violence Prevention in the Workplace Policy (Appendix E), as they apply to the Employer and its Employees.

ARTICLE 3.40 – SECURITY

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

ARTICLE 3.45 – CONFLICT OF INTEREST

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

- 3.45.1 No individual shall knowingly participate in any academic or administrative decision, including decisions regarding commercial contracts or transactions, that benefits the individual, affects or benefits a person from whom the individual stands to derive a financial benefit or affects or benefits a person in a situation as defined in Article 1.15.1 m of this Agreement.
- 3.45.2 In the event the affected individual determines that a conflict exists of sufficient seriousness to compromise the integrity of the decision-making process, the affected individual shall declare the nature and extent of the interest as soon as possible and no later than the meeting(s) at which the matter is to be considered and the individual in conflict shall:
- a. withdraw from the meeting where the matter is being discussed;
 - b. refrain from taking part in any other discussion of the matter; and
 - c. refrain from voting on the matter.

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

ARTICLE 3.50 – BILINGUALISM

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

4. ACADEMICS AND RESEARCH

ARTICLE 4.10 – RIGHTS, RESPONSIBILITIES AND DUTIES OF ACADEMICS

- 4.10.0 Members have rights and responsibilities which derive from their positions as teachers and scholars working within the university community, and which reflect the reasonable expectations of the Members, the university community, the community at large, and the contractual expectations of the Employer.
- 4.10.1. RIGHTS AND RESPONSIBILITIES AS TEACHERS
- a. Members have an obligation to develop and maintain their scholarly competence and effectiveness as teachers within the area of their expertise. To this end, they will be expected to take advantage of opportunities for professional/academic development or upgrading where appropriate.
 - b. Members shall inform their students regarding their methods of evaluation which are consistent with Senate policies. They shall also inform their students regarding their instructional methods and seek approval of the Faculty Council and of the President for substantial changes in instructional methods involving significant increases in costs or significant departures from established practices, e.g. conversion of a lecture course to a reading course.

- c. While it is recognized that whenever possible there shall be adequate consultation with the Member and the Departmental Council as to the assignment of teaching duties, once such teaching duties have been assigned in a fair and equitable manner by the President, it is the responsibility of the Member to teach the assigned courses to students registered in them at the time and place designated by the President in a manner which is consistent with the course description in the Laurentian University calendar. Assignment of teaching duties shall be consistent with Article 4.80 – Academic Workload. Teaching responsibilities include being available for reasonable consultation with students at their teaching locale subject to Article 4.80.
- d. Members shall comply with all properly established regulations of the University which are not at variance with this Agreement. Members shall accept responsibility for participation in the effective operation of the University, including responsibilities for academic counselling, registration, and the supervision of examinations as appropriately assigned by the President.
- e. It is the responsibility of Members to deal ethically and fairly with students and their academic colleagues in relation to their own teaching. Ethical and fair dealing with students and colleagues includes respecting the policy and procedure on Sexual Harassment, if and when such is approved by Senate and the Board. It is also the responsibility of Members to foster a free exchange of ideas including a discussion of differing views, to avoid discrimination, to respect the principles of confidentiality in a manner consistent with the performance of their academic role, and to acknowledge their indebtedness to students and their academic colleagues in relation to their own teaching.
- f. The duty to accommodate students with disabilities is a shared responsibility of the parties. Accordingly, where students require accessibility services, any accommodation proposed by accessibility services shall be developed with the participation of the Member without compromising student confidentiality. In Accessibility Services developing accommodation, the pedagogical mission and goals of the course, including any professional standards, shall be considered. Members shall be informed of any such authorization and, if necessary, can consult with the Accessibility Services for possible alterations.

Notwithstanding Members right to rule, students designated by the Accessibility Services shall have access to electronic devices as determined by the Accessibility Services. Where a Member does not allow electronic devices in the classroom, the Accessibility office will work with the Professor and students to find suitable alternatives. In exceptional cases where no alternatives are possible (for reasons other than financial), the parties agree to accommodate in a way that protects the Member's intellectual property. No Member shall be required to disclose personal notes or course material that is proprietary.
- g. Each Member shall have freedom of discussion. However, in the exercise of this freedom in the classroom, reasonable restraint shall be used in introducing matters unrelated to the Member's subject or discipline.
- h. Members shall be free to organize and to structure classroom activities and to adopt reasonable means to maintain a learning environment which is both productive and orderly.

- i. Members shall not alter or cancel scheduled instruction except with prior permission of the President in any but exceptional circumstances. Such permission shall not be unreasonably refused. Both parties agree that every reasonable effort will be made to notify the students affected. Timetable changes of a permanent nature require the prior permission of the President. Absences are governed by Article 5.60 – Absence: General.

4.10.2 RIGHTS AND RESPONSIBILITIES AS SCHOLARS/RESEARCHERS

- a. Members shall have the right and responsibility to devote a reasonable proportion of their time to scholarly activity.
- b. It is understood that for the purposes of this Collective Agreement the term ‘scholarly activity’ means:
 - 1. research directed towards a contribution to knowledge, and the dissemination of its results; and/or
 - 2. creative activity in the areas of playwrighting, dramaturging, producing, directing, designing, acting and other means of participation in the creation of performance texts in a theatrical production; and/or
 - 3. participation in those academic activities that contribute to the enhancement, creation and dissemination of knowledge, including membership and participation in appropriate professional and/or learned societies, scholarly conferences, workshops or seminars; and/or
 - 4. creative and professional activities which contribute to one’s discipline.
- c. It is understood that scholarly activity may involve, although not necessarily be limited to the following, but in each case the Member must demonstrate that the activity is of good quality and is consistent with the contribution to knowledge described in the paragraph above. It is understood that this list does not imply an order of priority:
 - 1. the writing and publication of books and of articles,
 - 2. the obtention of additional appropriate academic and/or professional qualifications,
 - 3. research for a doctoral dissertation,
 - 4. research carried out on research contracts,
 - 5. the writing of case studies,
 - 6. the development of teaching materials of an innovative sort which have a wider application than the Member’s own teaching activities,
 - 7. the development of computer programs,
 - 8. the compilation of substantial scholarly bibliographies,
 - 9. translation of scholarly and creative standard,
 - 10. literary and artistic works appropriate to one’s discipline,
 - 11. demonstrated leadership in professional education, including workshops,
 - 12. consulting which contributes to one’s discipline,

- 13. field work which contributes to one's discipline,
 - 14. production of images including but not limited to photography work and architectural works,
 - 15. development and publication of new teaching strategies,
 - 16. attending and/or presenting at conferences.
- d. Playwrighting, producing, directing, designing, dramaturging or acting in a professional production, including University or Community productions, will be considered the equivalent of refereed publication, on the principle that hiring within the profession is a form of refereeing. The relative merits or statures of such hirings are considered to be the equivalent of the relative merits or statures of different presses or journals.
 - e. It is understood that the above enumerated forms of scholarly activity are not necessarily of equal significance and are not necessarily to be given equal weight and application for each discipline when a Member is being evaluated for an annual increment, tenure or promotion. In such evaluations where the evidence does not rest on publications (broadly defined), other evidence of scholarly activity must be considered, but the burden of proof must rest upon the candidate.
 - f. The parties agree that scholarly activity does not normally include research directly related to the immediate and normal preparation for teaching activity.
 - g. Where appropriate in their published work, the Members shall indicate affiliation with the University and acknowledge their indebtedness to students and their academic colleagues in relation to their own research.
 - h. The parties encourage all Members to deposit one signed copy of their published material in the University Library.
 - i. Members have the right to participate in the activities of professional or learned societies and the like, providing such activities do not conflict with the reasonable fulfilment of assigned duties.
 - j. In order that Members shall be eligible for a LURF (Laurentian University Research Fund) Grant, the Employer shall contribute to the LURF fund an amount per Member equivalent to that provided by the Board of Governors of Laurentian University (or its designate) for their own members.

4.10.3 RIGHTS, RESPONSIBILITIES AND DUTIES OF UNIVERSITY GOVERNANCE

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

this regard.

- c. Formal language training and provision of linguistic services will be recognized as university governance and administrative duties.

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

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

ARTICLE 4.15 – ACADEMIC QUALIFICATIONS GUIDELINES

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

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

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

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

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

a. *for the rank of Instructor*

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

b. *for the rank of Lecturer*

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

c. *for the rank of Assistant Professor*

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

d. *for the rank of Associate Professor*

1. A Doctorate or its formal equivalent; or in exceptional cases, a Master’s degree or its formal equivalent and satisfactory performance of the Member’s responsibilities and duties over a four year period as per Article 6.20 and demonstrated evidence of scholarly activity as per Article 4.10; and
2. the requirement for scholarly activity as stipulated under (3) may be replaced in exceptional cases by a consistently demonstrated quality of teaching and tutorial activity that clearly indicates outstanding qualities as a teacher as established by whatever is generally the accepted method of evaluation; and
3. evidence of scholarly activity (as per Article 4.10 – Rights, Responsibilities and Duties of Academics) that is of good quality; or
4. a consistently demonstrated quality of teaching and tutorial activity that clearly indicates exceptional qualities as a teacher as established by whatever is the generally accepted method of evaluation; and
5. at the time the promotion to Associate becomes effective, at least five (5) years of full-time teaching and/or research in a university or an institution of equivalent level or at least five (5) years of professional experience judged to be relevant for teaching at the university level.

e. *for the rank of Full Professor*

A Member shall:

1. meet all the requirements for promotion to the rank of Associate Professor as

specified in 4.15.3 d above; and

2. show evidence of scholarly activity (per Article 4.10 Rights and Responsibilities) which over a period of time ranks as a recognized contribution to the scholarly field or professional activity concerned; or
3. have in extraordinary circumstances consistently shown clearly outstanding qualities as a teacher and have scholarly activity of good quality; and
4. normally have accumulated, at the time that the promotion to Full Professor becomes effective, at least ten (10) years of full-time teaching and/or research in a university or in an institution of equivalent level, or have accumulated at least ten (10) years of professional experience judged to be relevant for teaching at the University level.

4.15.4 YEARS OF EXPERIENCE

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

ARTICLE 4.20 – ASSESSMENT OF A MEMBER’S PERFORMANCE

4.20.1 *Relevant Articles and Factors*

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

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

4.20.2 *Assessment Based On:*

- a. The assessment of a Member’s teaching performance shall be based first and foremost on the Member’s teaching dossier, and second, on Laurentian University Senate approved course evaluations.
- b. It is agreed that Members shall have access to the results of course evaluations prior to their use by the University.
- c. It is the responsibility of Members to maintain on an annual basis their teaching dossiers, which shall contain, for each course taught, sufficient material to allow the Academic Personnel Committee to evaluate the contents of the course, the teaching/ learning process, the means of assessing the performance of the students, and any other material the Member deems relevant to his/her teaching duties. This will include course syllabi, representative incidental handouts, sample examinations, and at the Member’s discretion, any other material (such as course notes, solicited and unsolicited comments about courses taught) that give insight into teaching activity and quality.

- d. Committees which may use the results of the course evaluations and the contents of the teaching dossier in their deliberations shall receive suitable guidelines on their use and interpretation from the President. These guidelines shall include mutually agreed upon information on the current research on the effects of student bias on evaluations and other factors which affect the reliability of the results.

4.20.3 *Priorities*

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

4.20.4 *Reporting*

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

ARTICLE 4.25 – ACADEMIC PERSONNEL COMMITTEE

4.25.1 **STRUCTURE OF THE APC**

- a. There shall be an Academic Personnel Committee (APC) composed of five (5) eligible tenured Members and a Chair, who will be a Dean. The Chair will ensure that proper procedures are followed and will have no vote. The five voting members will designate one of their own to serve as liaison with the President, especially to ask for letters of reference. In case membership of the APC falls below five members, additional members will be drawn from cognate disciplines in the Faculty of Humanities or Social Sciences. If there are more than five eligible members, they will elect the five among themselves.
- b. Members who have a matter before the APC are not eligible. Members on leave are not required to participate on APC, but in special circumstances may request permission of the APC to be included in its membership, with the understanding that this requires attendance at all meetings. Untenured faculty within the same department or program as a candidate for renewal or tenure are not eligible to sit on the APC for that academic year. In the event that an otherwise eligible Member goes on leave

during the term of the APC, he/she may express a willingness to continue serving during the term of the APC. Eligibility shall be determined subsequent to the expiry of the deadline for application for promotion. Should a Member designated as eligible later become ineligible, the Member shall become ineligible on the date that her/his ineligibility becomes known to the Chair of the APC and this Member shall cease to serve on the APC for the duration of the academic year.

- c. It is understood that no new member can be added to the APC in the midst of deliberations on a specific application.
- d. If, prior to completion of its deliberations in a given academic year, the membership of the APC falls below five due to disability, leave, or termination of employment, the reduced number shall be deemed to constitute quorum, unless the membership of the APC falls below three.

4.25.2 VOTING, RECORDING AND REPORTING PROCEDURES

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

4.25.3 OPERATING PROCEDURES (GENERAL)

- a. Before making any decision or recommendation on any individual Member, the Chair of the APC shall:
 - 1. Invite the candidate to meet with the APC. The candidate may be accompanied by a colleague of her/his choice.

2. Take into account but not be limited to the following evidence:
 - a. Those portions of the candidate's active personnel file as per Article 4.55.6. The candidate shall be provided with a list of material from the personnel file that is being considered and that has not accompanied the application.
 - b. The assessments, in original form, by referees as noted in this Agreement (see also Article 4.25.4 c).
 - c. Evaluations of teaching performance which follow Senate sanctioned procedures and criteria, including Senate sanctioned student evaluations.
 - d. Any relevant material specified in the candidate's letter of application or *curriculum vitae*. The candidate shall be responsible within reason for producing one true copy of any material which he/she wishes to be considered.
 - e. The oral and/or written submission made by the candidate.
 - f. Such other factual information as is necessary to understand the evidence.
 - g. Anonymous material shall not be considered by the APC.
- b. Members of the APC shall agree to the maintenance of strict confidentiality in all matters discussed at meetings, especially the identity and comments of referees, and also all evidence taken into account in Article 4.25.3 a.2 above.
- c. When the APC has completed its inquiries and deliberations, it will forward its recommendation to the President. All relevant documentation shall be attached, including the written comments and evaluations of the referees and the original signed APC ballots. A copy of the recommendation shall be forwarded to the candidate and filed with the Association.
- d. The President and the candidate will meet to discuss the recommendation, if either person so requests within ten (10) days of the APC recommendation.
- e. The President shall base her/his decision solely on the evidence made available to the APC.
- f. Within thirty (30) days of an APC recommendation, the President shall confirm or refer back to the APC the recommendation. In cases where the recommendation is referred back, the President shall communicate in writing to both the candidate and the APC the reasons for doing so, and the basis of the request for reconsideration. Such reference back will be made only on the basis of allegations of procedural irregularities or potential violations of the terms of this agreement or a Member's contract. The APC shall respond in writing within thirty days, and the President's decision will be communicated to the APC and the candidate.
- g. Copies of each final decision of the President shall be forwarded to the Association no later than thirty (30) days subsequent to the date that these decisions are forwarded to the Member.

4.25.4 REFEREES

a. *Categories*

Internal referees: Members who are tenured or in at least their second year of a probationary contract and not serving on the APC; Adjunct Professors teaching in the

same discipline as the candidate also qualify.

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

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

b. *Minimum requirements*

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

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

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

If a Member is playwrighting, producing, directing, designing, dramaturging or acting in a University or Community (non-professional) production and wishes to have it assessed by a professional in the field for the purpose of applying for promotion to Full Professor, the Member must request such evaluation no more than eighteen (18) months in advance of their application for promotion and in advance of the production in question, with sufficient time for arrangements for external evaluation to be made (minimum of thirty (30) days prior to first public performance). The Employer will be responsible for up to \$750 for the cost of transportation and accommodation for an assessor. The Member will provide at least three (3) names of possible assessors and the President will choose from this list.

c. *Nomination of Referees*

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

d. *Solicitation of Comments*

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

submitted for evaluation by the candidate.

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

4.25.5 CRITERIA

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

ARTICLE 4.30 – TIMELINES FOR TENURE, RENEWAL AND PROMOTION PROCEDURES

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

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

ARTICLE 4.35 – APPOINTMENT AND RENEWAL OF APPOINTMENT

4.35.1 APPOINTMENT OF MEMBERS OF THE BARGAINING UNIT

a. *Recommendations*

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

b. *Advertising*

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

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

c. *Priorities and Criteria*

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

d. *Appointment Ranks*

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

e. *Appointment Status Categories*

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

f. *Letters of Appointment*

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

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

g. *Official Documents*

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

4.35.2 LIMITED TERM APPOINTMENTS

a. *Status and Purpose*

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

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

b. *Promotion*

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

c. *Subsequent Appointments*

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

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

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

d. *Maximum number of Limited Term Appointees*

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

4.35.3 PROBATIONARY APPOINTMENTS/TENURE APPOINTMENTS

a. *Status and Purpose*

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

b. *Probationary Period*

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

c. *Previously Accredited Service*

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

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

d. *Tenure Evaluation*

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

ARTICLE 4.40 – RENEWAL AND TENURE EVALUATION

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

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

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

ARTICLE 4.45 – PROMOTION EVALUATION

4.45.1 *Definition*

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

4.45.2 *Eligible While on Leave*

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

4.45.3 *Application*

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

4.45.4 *Effective Date*

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

4.45.5 *Criteria*

For promotion evaluation criteria see Article 4.25.5.

ARTICLE 4.50 – ANNUAL REPORT FOR MEMBERS

4.50.1 *Curriculum Vitae*

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

4.50.2 *All Members*

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

4.50.3 *Members on Sabbatical Leave*

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

4.50.4 *Members on Study Leave*

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

4.50.5 *Failure to Submit*

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

ARTICLE 4.55 – PERSONNEL FILES

4.55.1 *Official Files*

Official personnel files of a Member shall be kept by the President and are the property of the Employer. There shall be two (2) types of files for Members, active files and archival files. Active files shall contain only information allowed under this article. Archival files shall contain material which has been banned for use in subsequent proceedings as in 4.55.5, 6, 7, and 8 but which the University requires for matters other than those related to this Collective Agreement.

4.55.2 *Right to Examine*

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

4.55.3 *Copies*

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

4.55.4 *Content of Files*

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

4.55.5 *Limitations on Use of Files*

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

4.55.6 *Use by APC*

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

4.55.7 *Confidential Information*

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

4.55.8 *Release of Information*

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

ARTICLE 4.60 – DISCIPLINARY MEASURES

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

4.60.2 'Cause' for disciplinary measures shall include:

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

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

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

sixtieth (1/260) of normal salary per day of suspension. The suspension may, at the President's discretion, be scheduled so as not to interfere with a Member's teaching duties.

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

ARTICLE 4.65 – DISMISSAL PROCEDURES

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

disagrees, the President shall require the opinion of two (2) additional medical practitioners named by agreement with the Member, or if there is no agreement, by the O.M.A. The majority opinion of the three (3) medical practitioners shall prevail. The Board shall pay the cost of such additional medical examinations required by it.

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

ARTICLE 4.70 – RETIREMENT

4.70.1 *The Pension Plan*

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

4.70.2 *Retirement Age and Dates*

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

Pension Plan or if applicable by the terms of the Appendix C – Special Voluntary Early Retirement Plan.

4.70.3 *Retired Members*

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

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

ARTICLE 4.75 – RESIGNATION OR TERMINATION OF EMPLOYMENT

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

ARTICLE 4.80 – ACADEMIC WORKLOAD

4.80.01 *Composition*

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

- c. The workload shall be assigned in a fair and equitable manner.

4.80.02 *Procedure and Deadlines*

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

4.80.03 *Teaching and Administrative Workload*

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

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

- a. overseeing the academic content, standards and operation of courses;
- b. in consultation with the members of the Department or Program, proposing course schedules to the Provost for approval, and ensuring that they are forwarded to the appropriate Laurentian offices;
- c. advising students about departmental or program courses and requirements;
- d. overseeing the maintenance and development of library holdings for the department or program;
- e. developing and administering annual departmental or program operating budgets, in consultation with and subject to the approval of the President and the Bursar;
- f. co-ordinating departmental or program reviews;
- g. approving the mark forms for courses offered in the department or program;
- h. overseeing the hiring of new Members, in consultation with the President;
- i. overseeing the development and revision of correspondence courses;
- j. supervising the use and maintenance of space and equipment;
- k. preparing departmental or program reports, when reasonably requested;
- l. maintaining relations between the department or program and external constituencies, and the broader university community.

4.80.05 *Conditions on Teaching Workload*

- a. The determination of the assigned teaching workload shall be subject to the following conditions:
 1. The normal teaching workload shall be 15 credits per academic year.
 2. (= 6.30.7) Producing and directing a main stage theatre production will be seen as equivalent to teaching a half-course. In those cases where a main stage production is a joint effort compensation for this activity is to be distributed to participating faculty in proportion to involvement.
 3. The President, from time to time, in consultation with the unit, may request a Member to undertake additional duties over and above the normal workload. In such instances, an overload payment will be made, as per Article 6.30.1, or the Member will have a corresponding reduction in his/her workload the following year. The Member shall not unreasonably refuse such assignments. An individual Member may not be assigned an increased workload two (2) years in succession, nor assigned an increase of more than one (1) course above the normal load.
 4. Members may be assigned teaching duties outside the on-campus Winter session. These assignments shall be made on a fair and equitable basis, and on a rotational basis within a program and not more than once every three years.
 5. In the case of evening courses, the President shall not assign another course scheduled to begin within twelve (12) hours of the scheduled end of the evening course unless the Member agrees to this in writing.
 6. With the exception of Members who are teaching at this university for the first time or teaching in a new program, no Member shall be required in an academic year to prepare for more than one (1) full course or two (2) half-courses (or equivalent) which he/she has not taught at least once during the previous four years. Normally, no Member shall be required to undertake such course preparation more than once every two (2) years, nor shall any Member be required to undertake new course preparation unless assigned such by June 1. These provisions shall not apply if the courses are substantially the same, (e.g. changes in the course name or number).
 7. Members may be assigned the supervision or development of correspondence courses as part of their normal teaching workload subject to provisions of Article 6.35 – Correspondence Courses.

4.80.06 *Voluntary Overload Teaching*

- a. Voluntary overload teaching is any teaching additional to that stated in the assigned workload as noted in 4.80.03 and 4.80.05. The parties agree that excessive overload teaching is undesirable.
 1. Voluntary overload teaching requires the written agreement of both the Employer and the Member. The written agreement shall include the course number and any cancellation conditions, since courses taught on an overload basis can be cancelled.
 2. Written agreements for voluntary overload teaching shall whenever possible be signed prior to June 1 for Fall/Winter session courses and February 1 for Spring

or Summer session courses.

3. Rates of pay for overload teaching are stated in Article 6.30 – Overloads.

4.80.07 *Inequitable Workloads*

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

4.80.08 *Altered Teaching Workloads*

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

4.80.09 *Scholarly and Governance Workload*

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

4.80.10 *Workload of Sabbaticants*

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

ARTICLE 4.85 – VOLUNTARY REDUCED WORKLOAD

- 4.85.1 The Board and the Faculty Association endorse the principle of voluntary reduced workload as being mutually beneficial to the Members and the institution. Any Members who have a minimum of two (2) years of continuous full-time service at the University at their request may be granted up to fifty (50%) temporary reduction in workload with a proportionate reduction in salary, provided that:
- a. the temporary reduction is normally effective for a twelve (12) month period but the Employer may, upon request, grant voluntary reduced workloads for periods longer than twelve (12) months and/or renewals of twelve (12) month periods;
 - b. the request is normally made to the President at least three (3) months in advance;

- c. the President approves the request, such approval not to be unreasonably withheld. The parties agree that, when a replacement would be required, the Employer's inability to find a suitable replacement would not be considered unreasonable grounds for denial of the request.
- 4.85.2 All other provisions related to the benefits of the Member, including pension contributions, shall be subject to a written agreement endorsed by the Employer, the Association, and the Member.
- 4.85.3 Members who use this option shall remain Members of the Bargaining Unit, notwithstanding the definition of Member as per Article 1.15.1 e.
- 4.85.4 For the application of tenure, promotion and leave policies, periods of part-time service shall be pro-rated in accordance with the reduction in workload.

ARTICLE 4.90 – PATENTS

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

ARTICLE 4.91 – COPYRIGHT

4.91.1 *Copyright vested in the Member*

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

4.91.2 *Copyright vested in the Employer*

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

ARTICLE 4.95 – PROFESSIONAL ALLOWANCE

4.95.1 *Eligibility*

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

In addition, each full-time Member serving in the roles of Department and Program Chair, Registrar, and BFA Coordinator/Academic Advisor shall be eligible for enhanced professional allowances.

4.95.2 *Amounts*

- a. The amount of the basic professional allowance shall be \$2,450.
- b.
 1. Department and Program Chairs shall be entitled to an enhanced professional allowance of \$5500 in addition to the basic professional allowance for every year that they are Chair on July 1.
 2. The Registrar shall be entitled to an enhanced professional allowance of \$2750 in addition to the basic professional allowance for every year that they are Registrar on July 1.
 3. The BFA Coordinator/Academic Advisor shall be entitled to an enhanced professional allowance of \$2250 in addition to the basic professional allowance for every year that they serve in that role on July 1.
 4. Enhanced professional allowance will be prorated for Chairs, the Registrar and the BFA Coordinator/Academic Advisor serving in these roles for a portion of the academic year.

4.95.3 *Allowable Expenses*

- a. The allowance shall be used to defray research expenses, including:
 1. Membership fees for professional and/or learned societies related to the Member's research;
 2. subscriptions to professional and/or learned journals related to the Member's research;
 3. with the approval of the President, books, materials, equipment, and services, related to the Member's research;
 4. registration fees for the Member to attend scholarly conferences related to research;
 5. travel including transportation, food, and accommodation (subject to University travel policies) for the Member to attend relevant scholarly conferences or seminars, or to visit other universities or research sites to conduct research and scholarly work which cannot be done at Thorneloe University; the per diem and kilometre rates shall be calculated as per the Canada Revenue Agency rates as of July 1st of each year of the Collective Agreement;
 6. page and reprint charges or costs incurred in the preparation and completion of scholarly manuscripts;
 7. with the prior approval of the President, hiring by the Member of appropriate part-time assistants in support of research;
 8. Any equipment purchased with funds provided under this Article remains the property of the University but a Member shall have the right if he/she so chooses to buy back such equipment at fair market value. Any computer-related equipment shall be purchased through the Distance Education and Learning Technologies Coordinator. A Member who has been granted the rank of Professor Emeritus may retain such equipment with the approval of the President.
- b. The allowance shall be used to defray employment related expenses, including, with the

prior approval of the President, professional/academic development or upgrading.

4.95.4 *Requests*

Request and justification for travel expenditures shall be made in advance to the President before departure or expenditure.

4.95.5 *Receipts*

Receipts for expenditures shall be submitted within fifteen (15) days after they have been incurred. Alternative deadlines for submission may be approved by the President.

4.95.6 *University Travel*

If a Member is asked by the University to be its representative at a conference, the University will cover all expenses, with no charge against the Member's allowance.

4.95.7 Professional allowance will be credited to the Member's account on July 1 of each year.

5. LEAVES AND HOLIDAYS

ARTICLE 5.10 – RECOGNIZED AND OTHER HOLIDAYS

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

ARTICLE 5.15 – VACATION

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

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

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

Every Member who has completed sixty (60) months or more of continuous service with the Employer by May 31 in any academic year shall be entitled to be absent from work for one (1) month or twenty-five (25) working days plus an additional two (2) working days for each additional year of employment up to a maximum entitlement of thirty-five (35) working days, in each year following such May 31.

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

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

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

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

5.15.5 *Payment in Lieu of Vacation*

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

5.15.6 *Normal Vacation Period*

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

5.15.7 *Termination of Employment*

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

ARTICLE 5.20 – SABBATICAL LEAVE

5.20.01 *Preamble*

- a. In recognition of the fact that Members are required to continue to develop as scholars and researchers throughout their careers, the Employer maintains a policy of sabbatical leave intended for academic study, research or writing which will be mutually beneficial to the Member and the institution. For this purpose, sabbatical leave is defined as a period during which a Member is relieved of normal duties in order to:
 1. engage in further training, advanced studies or courses at a study or research centre, including language study;

2. devote more time to scholarly work;
 3. improve the University's relations with other universities or countries in the capacity of a visiting professor;
 4. gain practical or professional experience in a field connected with the Members' academic or professional specialization which will enable them to give instruction that is more complete and suitable to the requirements of the time.
- b. The Employer will replace Members on sabbatical leave when it deems it necessary. The Employer retains the right to limit the number granted leave in keeping with its academic responsibilities.

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

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

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

- a. In order to attract qualified faculty, the Employer may from time to time grant credit towards a sabbatical leave for full-time faculty service at another University. Such entitlement will be specified in the initial letter of appointment.
- b. Under special circumstances, Members may make application for leave one (1) year prior to the year in which they would normally become eligible to take sabbatical leave. If sabbatical leave is granted in this instance, the Members will receive a stipend of seventy percent (70%) of their salary.
- c. In the interests of effective scheduling of the University's course offerings, the President may request that Members apply for their sabbatical leave after the completion of five years. The President shall make the request by May 1 of the academic year preceding the year in which the Members are being requested to apply for sabbatical leave, and the Members shall respond to the President's request by June 1. Should the Members accept, the Members shall submit a sabbatical plan by September 30 to the President as per 5.20.3 b. Should Members accept, and if the application is approved, the Members shall receive a stipend of seventy-five percent (75%) of their salary during the sabbatical leave.

5.20.04 *Application*

- a. The President shall maintain and annually revise, in consultation with the Faculty Council, a sabbatical eligibility plan for the University, the purpose of which is solely to assist in the orderly planning of sabbatical leaves. The plan will be distributed by July 1

of each year to each Member.

- b. Applications for sabbatical leave shall normally be submitted by the Members to the President no later than September 30 of the academic year preceding.

5.20.05 *Approval Process*

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

5.20.06 *Postponement*

- a. In the event that it is necessary on financial and/or program grounds for the President to require postponement of a sabbatical leave already approved by the President, the Member shall be informed by July 1 of the academic year preceding that in which the sabbatical is to be taken. Such a postponement shall not be required unreasonably. In such a case, the Member shall receive an additional five percent (5%) of his/her regular salary for each year of postponement as 'stipend' during the sabbatical year, to a maximum of one hundred percent (100%) of normal salary and shall receive one (1) year of sabbatical credit for the year postponed so that his/her next sabbatical leave will occur according to the original sabbatical rotation.
- b. If the Member is granted a sabbatical leave of six (6) months duration after three (3) years service, the Member shall receive an additional two and a half percent (2.5%) of their salary for each six (6) months of postponement as 'stipend' during their sabbatical year, to a maximum of one hundred percent (100%) of normal salary and shall receive six (6) months of sabbatical credit for the year postponed so that their next sabbatical leave will occur according to their original sabbatical rotation. A sabbatical leave, whether of six (6) months or twelve (12) months duration, cannot be postponed for more than three (3) years on financial or program grounds.
- c. In the event that Members wish to postpone application for leave, they shall do so only for valid reasons, and permission to do so shall be sought from the President no later than 1 May immediately preceding the deadline for application specified in 5.20.4 b.

Should Members with a sabbatical leave confirmed by the President wish to postpone the leave, for valid reasons, permission shall be sought from the President at least two (2) months prior to the planned commencement of such leave. If postponement of application for leave or of approved leave is approved, the Member does not have right of precedence over colleagues in the sabbatical leave plan and is not entitled to any additional stipend. In no case may such a postponement be for more than one (1) year. Should such Members be required by the President on financial and/or program grounds to postpone their sabbatical leave in the following academic year, they shall not be entitled to any additional remuneration.

- d. Where Members postpone a sabbatical leave without formal approval, they lose the right of precedence over colleagues in the sabbatical leave plan. Should such Members be required by the President on financial and/or program grounds to postpone their sabbatical leave in the following academic year, they shall not be entitled to any additional remuneration.

5.20.07 *Failure to Apply*

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

5.20.08 *Rejected Proposal*

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

5.20.09 *Deadlines*

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

5.20.10 *Duration*

Members may elect a sabbatical leave for a period of:

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

5.20.11 *Remuneration*

- a. A Member taking a six (6) month sabbatical leave, after six years of accumulated sabbatical credit, is entitled to full salary.
- b. Members taking a twelve (12) month sabbatical leave are entitled to a stipend equivalent to eighty-five percent (85%) of the salary they would normally have received.
- c. Upon the Member's request, the Employer will provide a portion of the sabbatical leave stipend as a research grant subject to provincial and federal regulations. A Member who receives such a research grant from the Employer must make the

necessary deductions and declarations as applicable under either the federal or provincial laws. The Employer accepts no responsibility in this regard.

- d. A Member on sabbatical leave shall not take other paid appointments without the prior written permission of the President. Such permission shall not be unreasonably withheld. Normally, any additional remuneration received during the leave will be limited to an amount which brings a Member's total to one hundred percent (100%) of normal salary, plus travel and related expenses for the Member's spouse and dependent children. Where total remuneration exceeds this amount, the Employer reserves the right to reduce the sabbatical stipend proportionately.
- e. Members who will have accumulated unused sabbatical credit by the time of their normal retirement date will be entitled to apply for a sabbatical leave to occur during their penultimate year before retirement, and on the understanding that they will return to the University for their final year. Should sabbatical leave be granted in such circumstances, Members are entitled to a stipend pro-rated on the basis of the normal sabbatical stipend and shall include entitlement for the year of return. At her/his discretion, the President may agree to pro-rate the period of time taken as sabbatical leave in lieu of a pro-rated stipend.

5.20.12 *Fringe Benefits*

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

5.20.13 *Return*

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

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

5.20.14 *Disability During Sabbatical*

- a. In the event that a Member on sabbatical leave becomes unable to fulfil the sabbatical obligations because of disability, the following policies and procedures apply.
 - 1. The Member shall advise the President, as soon as possible under the circumstances, of the disability and will provide the President with a physician's report outlining the extent of the disability and, if possible, the expected date of recovery. For the duration of the illness the provisions of Article 5.45 – Physical and Mental Illness shall apply. However, the rate of salary remains that applicable during the sabbatical, unless the duration of the disability is more than six months,

when the University's Long Term Disability policy applies.

2. In the event that the sabbaticant is disabled from performing his/her tasks for less than 50% of the sabbatical leave, the Member shall be deemed to have taken his/her sabbatical leave. The Member shall submit a report on his/her activities on completion of the sabbatical leave or at the end of the sick leave, whichever occurs later. The impact of the illness on the sabbatical plan of the Member shall be taken into consideration at evaluation time.
3. In the event that the Member is disabled from performing his/her tasks for more than 50% of the sabbatical leave, the Member shall be deemed not to have taken a sabbatical leave, but shall not be eligible to receive compensation for loss of regular salary during that leave. The Member shall be eligible to have the sabbatical re-scheduled. If the Member indicates that he/she will carry out the previously approved sabbatical plan then the President, in consultation with the Faculty Council and with the Member, will determine the date on which the sabbatical leave will commence. In the event that the Member wishes to amend the sabbatical plan the provisions of Article 5.20.5 d shall apply.

5.20.15 *Sabbatical after Three Years of Service*

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

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

ARTICLE 5.25 – STUDY LEAVE

- 5.25.1 A leave for the purpose of upgrading academic qualifications, normally through the attainment of a higher degree or some other equivalent acceptable to the University and the Unit shall be known as Study Leave. Such leave must be in the best interests of the University. The maximum length of leaves to be granted during a Member's academic career shall normally not exceed two (2) years.

5.25.2 *Eligibility*

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

granted to the Member in the subsequent year of application.

5.25.3 *Application*

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

5.25.4 *Terms*

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

5.25.5 *Fringe Benefits*

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

5.25.6 *Return*

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

5.25.7 *Sabbatical Credit*

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

5.25.8 *Appointments While on Leave*

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

ARTICLE 5.30 – LEAVES OF ABSENCE WITHOUT PAY

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

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

5.30.3 Final approval rests with the President.

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

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

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

ARTICLE 5.35 – COURT LEAVES

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

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

5.35.3 Members shall attempt to make arrangements to ensure that their duties are properly carried out during the period of their absence.

5.35.4 Leave with pay does not apply to Members serving a sentence or appearing as a witness on their own behalf.

5.35.5 When Members wish time off in order to pursue a civil action in court, the Members shall apply to the President for leave of absence without pay. (See Article 5.30).

5.35.6 If Members are required to absent themselves from their duties to appear in court as a result of legal action taken against them in regard to matters arising out of the performance of their duties at the University, they shall not be penalized for such absence. Such an absence shall be governed by Article 5.35.2.

ARTICLE 5.40 – POLITICAL LEAVES

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

ARTICLE 5.45 – PHYSICAL AND MENTAL ILLNESS

- 5.45.01 Members are eligible for sick leave up to a maximum of six (6) months at full salary from the date of disability due to accident or illness, for each separate disability cause, excluding maternity which shall be covered by the provisions of Article 5.50. Illness of a duration of more than six (6) months will be dealt with according to the provisions of the University's Long Term Disability Plan. As soon as practicable after the start of each disability period, the President must be informed by or on behalf of the disabled Member about the absence and about its expected duration.

- 5.45.02 Where the Employer makes payment to the Member according to the above mentioned terms or assumes liability therefore, the University is subrogated to all rights of recovery of the Member to the extent that the University has made payment to, or on behalf of, or for the benefit of the Member. The University may bring an action in the name of the Member to enforce these rights.
- 5.45.03 A physician's report shall be submitted, when requested by the President. Such a report will be required:
- a. for any sick leave period in excess of five (5) consecutive working days;
 - b. in the event a Member's sick leave pattern raises substantial doubt of the claim, even if the individual's sick leave periods are short enough not to require medical certificates otherwise.
- 5.45.04 In order to have a sick leave benefits period reinstated up to the maximum, Members who have been absent and in receipt of sick leave benefits must return to full duties for at least one (1) full working day in the case of a completely unrelated and different disability cause, and for thirty (30) calendar days in the case of the same disability cause.
- 5.45.05 Sick leave benefits for any period of absence following notice of termination of employment will not be payable without substantiating medical evidence.
- 5.45.06 Sick leave benefits are not cumulative and are not cashable upon termination of employment or at any other time.
- 5.45.07 Sick leave benefits will be reduced by the amount of any Worker's Compensation benefits or similar disability income benefits which the Member is eligible to receive by reason of accident or sickness, from a government plan, except Employment Insurance.
- 5.45.08 At any time during any sick leave, the Member may be requested by the President to undergo medical examinations by physicians appointed by the President and paid by the Employer, in order to be eligible to receive sick leave benefits and/or to be able to return to work. All reasonable expenses incurred as a result of such medical examination shall be paid by the Employer.
- 5.45.09 When disability is due to drug addiction or alcoholism, benefits provided by this Article will be granted only for leaves of absence necessary for proper treatment under a physician's care or that of specialized personnel.
- 5.45.10 When a Member's behaviour raises substantial doubt as to her/his physical or mental health, it is the Employer's right to require a medical examination as per Article 4.65.3 c. LUFA shall be notified when such action is taken.
- 5.45.11 Sick leave benefits defined in this Article will not be granted under the following circumstances:
- a. intentionally self-inflicted injuries or diseases;
 - b. pregnancy (however, complications due to pregnancy are covered by sick leave provisions, upon submission of a medical certificate);
 - c. while vacation pay is also being received;
 - d. wilful participation in riots, wars or violent or uncontrolled demonstrations or protests;

- e. injuries or diseases sustained while committing a criminal act for which the Member has been found to be guilty by a duly constituted court or while serving a prison sentence.

5.45.12 Should a Member resign or terminate employment with the University her/his medical reports shall be transferred to the Member's archival personnel file, as per Article 4.55.1.

ARTICLE 5.50 – FAMILY RESPONSIBILITY

5.50.01 *Pregnancy Leave*

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

5.50.02 *Notice Required for Pregnancy Leave*

- a. The Member shall give the Employer at least two (2) weeks written notice of the date the pregnancy leave is to begin. The notice period may be altered by mutual agreement.
- b. The notice period in 5.50.02 a shall not apply if the Member stops working because of complications caused by her pregnancy or because of a birth, still birth or miscarriage.

5.50.03 *Duration of Pregnancy Leave*

- a. The pregnancy leave of a Member who is entitled to take parental leave shall end seventeen (17) weeks after the pregnancy leave began. In the case where the newborn child is hospitalized, a Member may postpone or interrupt her pregnancy leave by the number of weeks the newborn child is hospitalized but it must be taken within the fifty-two (52) weeks from the date of the birth of the child.
- b. The pregnancy leave of a Member who is not entitled to take parental leave shall end on the later of either the day that is seventeen (17) weeks after the pregnancy leave began or the day that is six (6) weeks after the birth, still birth or miscarriage.

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

On the occasion of the birth of a child or the adoption of a child coming into the care or custody of a parent for the first time, the child's parent who is not taking the pregnancy or the parental leave shall be entitled to a leave with full salary and benefits of up to five (5)

working days, to be taken at the discretion of the Member within the fifty-two (52) weeks from the date of the birth of the child or the adoption of a child coming into the care or custody of a parent for the first time.

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

- a. On the occasion of the birth of a child, a Member who is a parent and who has opted to take parental leave under the *Employment Insurance Act* and applicable legislation shall be entitled to a parental leave of up to thirty-five (35) weeks.
- b. During the period of parental leave as specified in 5.50.05 a above, a Member shall receive from the Employer:
 1. For the first two (2) weeks, one-hundred percent (100%) of her/his nominal salary;
 2. For up to a maximum of seven (7) additional weeks, an amount equal to the difference between the EI benefits received by the Member and one-hundred percent (100%) of the Member's nominal salary;
 3. Further, in the event of any adjustment by the Government of Canada to the Member's EI benefit entitlement, the Employer shall pay to the Member the amount necessary to ensure that the Member receives the top-up described in subparagraph 5.b.2 above.
- c. If the Member is disentitled or disqualified from receiving EI benefits or should EI cease to provide coverage for parental benefits or adjust the amount of benefits that were received, the Employer shall maintain the Member at one-hundred percent (100%) of her/his nominal earnings for the period of her/his leave.

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

- a. On the occasion of the adoption of a child coming into the care or custody of a parent for the first time, a Member who is a parent shall be entitled to a parental leave of up to thirty-seven (37) weeks. The parental leave must be commenced within the fifty-two (52) weeks from the date the child comes into care or custody of the parent for the first time.
- b. During the period of parental leave as specified in paragraph 6.a above, a Member shall receive from the Employer:
 1. For the first two (2) weeks, one-hundred percent (100%) of her/his nominal salary;
 2. For up to a maximum of seven (7) additional weeks, an amount equal to the difference between the EI benefits received by the Member and one-hundred percent (100%) of the Member's nominal salary.
 3. Further, in the event of any adjustment by the Government of Canada to the Member's EI benefit entitlement, the Employer shall pay to the Member the amount necessary to ensure that the Member receives the top-up described in subparagraph 6.b.2 above.
- c. If the Member is disentitled or disqualified from receiving EI benefits or should EI cease to provide coverage for parental benefits or adjust the amount of benefits that were received, the Employer shall maintain the Member at one-hundred percent

(100%) of her/his nominal earnings for the period of her leave.

5.50.07 *Notice Required for Parental Leave*

- a. A Member shall give written notice to the Employer of her/his intention to take a parental leave at least two (2) weeks prior to the commencement of such leave. The notice period may be altered by mutual agreement.
- b. The notice period in 5.50.07 a shall not apply if the Member stops working because the child comes into the custody, care and control of the parent sooner than expected.

5.50.08 *Extended Parental Leave*

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

5.50.09 *Special Needs Leave*

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

5.50.10 *General Considerations*

- a. During leaves under this Article, the Member shall continue to participate in the pension plan and the other benefit plans set out in this Collective Agreement. The Member and the Employer shall each continue to pay their applicable share of contributions and/or premiums, unless the Member elects not to do so in writing.
- b. Nothing in this Article shall prevent a Member from claiming sick leave for absences from work due to illnesses.
- c. Upon return to work, a Member who has taken leaves under this Article shall resume her/his former position with her/his full nominal salary and benefits as provided for under this Collective Agreement.
- d. Following parental leave, Members will not be required to teach within the term that they return from parental leave in order to help re-establish their scholarly work.
- e. The period of a Member's leave shall be included in the calculation of her/his length of service for seniority purposes.
- f. A Member on pregnancy, parental or adoption leave may elect to defer contractual decisions on reappointment or tenure/permanence by an equivalent period of time. When a Member elects to defer such decisions, she/he shall provide the President with written notice of her/his intention to do so.
- g. The Parties agree that the provisions of this Article shall be no less than those in the *Employment Standards Act, 2000* and *Employment Insurance Act* as may be further amended. Differences in the interpretation of this Article shall be resolved based on consistency with the Acts.
- h. Nothing in this Article shall prevent a Member claiming pregnancy, parental or adoption leave during a sabbatical leave. Any unused portion of a sabbatical leave shall be taken at a time mutually acceptable to the Member and the President.

- i. If both parents are Members, they may share their paid periods of leave between them.

ARTICLE 5.55 – COMPASSIONATE LEAVE

- 5.55.1 In the event of death of a partner or son or daughter (including step-son and step-daughter, child or partner) the employee shall be granted a leave of absence of up to ten (10) working days with pay.
- 5.55.2 In the event of the death of another member of an employee's family, the employee shall be granted a leave of absence of up to five (5) working days with pay.
The term 'another member of a Member's family' means brother and sister, step-brother and step-sister, mother and father, mother-in-law and father-in-law, sister-in-law and brother-in-law, grandparents, guardians, grandchildren, daughter-in-law and son-in-law.
- 5.55.3 For a longer period of absence, a Member may apply for leave without pay according to Article 5.30 – Leave Without Pay.
- 5.55.4 In the event of the death of an employee's nephew, niece, grandparents-in-law, aunt or uncle, the Member shall be granted a leave of absence of one (1) working day without loss in pay.
- 5.55.5 If, during her/his vacation period, a Member is bereaved in circumstances under which he/she would have been eligible for leave under this Article, he/she shall be granted leave and her/his vacation pay credits shall be restored to the extent of any concurrent leave granted.

ARTICLE 5.60 – ABSENCE: GENERAL

- 5.60.1 The University as a community of scholars requires the availability of its Members on a regular and on-going basis to ensure that the activities of the University, scheduled and unscheduled, can be carried out in an orderly manner.
- 5.60.2 Any absence shall not normally interfere with assigned and/or scheduled activities and the harmonious functioning of the University.
- 5.60.3 Any absence from campus affecting teaching duties shall be governed by Article 4.10.1 i which reads as follows 'Members shall not alter or cancel scheduled instruction except with prior permission of the President in any but exceptional circumstances. Such permission shall not be unreasonably refused. Both parties agree that every reasonable effort will be made to notify the students affected. Timetable changes of a permanent nature require the prior permission of the President.'
- 5.60.4 From Labour Day to Spring Convocation absences of more than one (1) week require permission of the President. Shorter absences require notification to the President. When scheduled or assigned duties are affected by an absence, Members shall make suitable arrangements and advise the President of these arrangements.
- 5.60.5 For absences of more than one (1) week during the period from Spring Convocation to Labour Day, prior written permission shall be obtained from the President who shall not unreasonably withhold such permission.
- 5.60.6 Except where Members are on vacation, leave or other approved absence they must remain in communication with the President so that it is reasonably possible for the Employer to contact and/or recall them on short notice.

- 5.60.7 It may in exceptional cases, be necessary for the Employer to recall a Member who is on vacation, leave or formally approved absence as defined in 5.60.5. The University will not do so arbitrarily or unreasonably. In such cases, the University will bear reasonable transportation costs consequent upon any such recall.
- 5.60.8 If the Member cancels a class due to unavoidable absence, the Member shall make reasonable efforts to ensure that the course is not adversely affected.

ARTICLE 5.65 – POLICY AND PROCEDURE IN THE EVENT OF DEATH

- 5.65.0 NB: The following procedures and practices are currently in place and are largely determined by external agencies. It may from time to time be necessary to make adjustments to these procedures based on requirements of these external agencies. The parties agree that such changes required by external agencies do not require prior approval.
- 5.65.1 The beneficiary is to contact the Pension and Benefits Officer in the Laurentian University Personnel Office. If within seven (7) days the University has not been contacted by the beneficiary, the University shall make every reasonable effort to contact the beneficiary.
- 5.65.2 Life Insurance
- a. The Member is insured for three (3) times salary to a maximum of \$400,000.
 - b. The following documents will be required to request payment of the insurance carrier:
 1. the beneficiary must complete a Statement required by the insurance carrier as well as provide his/her Social Insurance Number;
 2. the notice of the Member's death that appeared in the Obituary Notices;
 3. a Death Certificate;
 4. the last insurance certificate that was issued to the Member.
 - c. The Life Insurance proceeds are usually paid within one (1) month.
- 5.65.3 Pension Plan
- a. If the Member dies prior to receiving a pension, the following will be required to process the benefits:
 1. The University shall contact the Beneficiary and outline the procedures to be followed.
 2. The Beneficiary must complete an 'Application for Death Benefit'.
 3. Provide a Death Certificate.
 4. Provide a 'notarial copy' of the Member's 'Last Will and Testament'.
 5. All Members should have a current 'Last Will and Testament'
 6. Beneficiaries of Members without a 'Last Will and Testament' will have to settle any disputes between 'potential Beneficiaries' (children v. spouse) in the courts, prior to receiving any funds from the Pension Plan.
 - b. The file will be forwarded to the Actuary for the calculation of the death benefit. Once that calculation is received, the Beneficiary will be contacted. The Beneficiary can request a lump sum refund or a transfer to a R.R.S.P. that is not subject to locked-in

provisions.

- c. The death benefit from the Pension Plan is usually paid within two to three months.
- d. If the Member dies after commencing to receive his/her pension, the form of pension that was selected by the Member will determine if further benefits are payable to the Beneficiary.

5.65.4 Continuation of Benefits to Spouse and Dependents

The Benefits, Hospital Care, Extended Medical and Dental Insurance shall be continued to the end of the month following the month in which the death occurred.

- 5.65.5 It is normal that life insurance claims are processed by the insurance carrier within three to four weeks from receipt of required documentation. In the event of delays in processing a claim, the University will use its best efforts to assist the beneficiary in resolving any difficulties caused by the delays.

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

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

6. REMUNERATION

ARTICLE 6.10 – SALARY STRUCTURE

6.10.1 The Salary Structure for the Academic Year 2017/18

- a. The salary of each Member shall be composed of the base salary of each Member as of June 30, 2017 as modified by the following items:

1. On July 1, 2017 an increase to base pay of 1.5 percent (1.5%).
2. A Progress-Through-The-Ranks (PTR) increment for the evaluation carried out for the year 2016/17 as described in Article 6.20 – Procedures for the Award/Denial of a PTR Increment. The PTR increments shall have a value of two thousand eight hundred dollars (\$2,800).

For all ranks other than Full Professor, where a Member's salary exceeds \$145,367 per annum, the PTR will be at fifty percent (50%) value. For all ranks, where a Member's salary exceeds \$160,901 per annum, the PTR will be nil.

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

- b. The salary floors for 2017/18 shall be as follows:

Lecturer	\$ 62,340
Assistant Professor	\$ 75,152
Associate Professor	\$ 90,116
Full Professor	\$ 110,646

6.10.2 The Salary Structure for the Academic Year 2018/19

- a. The salary of each Member shall be composed of the base salary of each Member as of June 30, 2018 as modified by the following items:

1. On July 1, 2018 an increase to base pay of 1.6 percent (1.6%).
2. A Progress-Through-The-Ranks increment for the evaluation carried out for the year 2017/18 as described in Article 6.20 – Procedures for the Award/ Denial of a Progress-Through-The-Ranks Increment. The Progress-Through-The-Ranks increments shall have a value of two thousand eight hundred dollars (\$2,900).

For all ranks other than Full Professor, where a Member's salary exceeds \$147,693 per annum, the PTR will be at fifty percent (50%) value. For all ranks, where a Member's salary exceeds \$163,475 per annum, the PTR will be nil.

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

- b. The salary floors for 2018/19 shall be as follows:

Lecturer	\$ 63,337
Assistant Professor	\$ 76,354

Associate Professor	\$ 91,558

Full Professor	\$ 112,416

- c. On June 30, 2019, an increase of 2.2% to all floors and breakpoints.

Lecturer	\$ 64,730

Assistant Professor	\$ 78,034

Associate Professor	\$ 93,572

Full Professor	\$ 114,889

6.10.3 The Salary Structure for the Academic Year 2019/20

- a. The salary of each Member shall be composed of the base salary of each Member as of June 30, 2019 as modified by the following items:

1. On July 1, 2019 an increase to base pay of 1.7 percent (1.7%).

2. A Progress-Through-The-Ranks increment for the evaluation carried out for the year 2018/19 as described in Article 6.20 – Procedures for the Award/Denial of a Progress-Through-The-Ranks Increment. The Progress-Through-The-Ranks increments shall have a value of two thousand eight hundred dollars (\$2,900).

For all ranks other than Full Professor, where a Member's salary exceeds \$153,508 per annum, the PTR will be at fifty percent (50%) value. For all ranks, where a Member's salary exceeds \$169,911 per annum, the PTR will be nil.

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

- b. The salary floors for 2019/20 shall be as follows:

Lecturer	\$ 65,830

Assistant Professor	\$ 79,361

Associate Professor	\$ 95,163

Full Professor	\$ 116,842

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

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

6.15.1 *Purpose*

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

6.15.2 *Award*

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

6.15.3 *Salary on Promotion*

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

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

6.20.1 *Award*

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

6.20.2 *Deadline*

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

6.20.3 *Failure to Submit Annual Report*

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

6.20.4 *Procedure for Award*

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

6.20.5 *Procedure for Denial*

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

- a. state in writing her/his concerns to the Member and request the Member to meet with the President to discuss these concerns including the appropriateness of the time period for the review;
- b. subsequent to this meeting or the scheduled date of the meeting if the Member refuses to meet with the President, the President may direct that an evaluation of that Member be made by the APC. The President shall have ultimate discretion to decide which Members shall be evaluated by the APC.
- c. The APC shall submit its evaluation to the President by June 15. The APC shall consider but not be limited to the results of all inquiries made by the President. The APC shall inform the President of the results of its own independent inquiries. The

evaluation of the APC must include a summary statement of the overall adequacy of the Member's performance, i.e., that such performance is satisfactory or unsatisfactory.

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

6.20.6 *Copies of Decision*

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

ARTICLE 6.25 – ADDITIONAL QUALIFICATIONS INCREMENTS

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

ARTICLE 6.30 – OVERLOADS

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

<i>Effective</i>	<i>Full course (6 cr)</i>	<i>Half course (3 cr)</i>
July 1, 2017	\$ 10,320	\$ 5,160
July 1, 2018	\$ 10,486	\$ 5,243
July 1, 2019	\$ 10,664	\$ 5,332

6.30.2 *Fall/Winter Session Courses*

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

6.30.3 *Spring and Summer Session Courses*

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

6.30.4 *Cancellation of Courses*

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

6.30.5 *Limit on Number of Overloads*

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

6.30.6 *Remuneration for Small Courses*

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

6.30.7 (= 4.80.05 a.2) Producing and directing a main stage theatre production will be seen as equivalent to teaching a half-course. In those cases where a main stage production is a joint effort compensation for this activity is to be distributed to participating faculty in proportion to involvement.

6.30.8 (= 4.80.07 d) Supervision of a practicum in Theatre Arts (THEA 3417, 3517, 3617) represent overloads payable at \$200 per student, to a maximum of five students per year.

6.30.9 *Team Teaching*

Some courses may be taught jointly, by more than one Member, if the Members so choose and the Chair of the Department and President agree. Such a team-taught course will normally be an overload course for all the Members teaching it. If the course responsibilities are divided between two or more Members, remuneration will be pro-rated according to the division of labour. If two or more Members are teaching a course together, with all Members

present for course meetings and jointly undertaking all the responsibilities of the course, the remuneration for each Member will be the full amount of the usual stipend for that course. The President's approval of all such arrangements is required in advance, including an outline of the division of responsibilities between the Members. When student evaluations for such courses are assessed, the team-taught nature of the course shall be indicated and taken into consideration.

ARTICLE 6.35 – DISTANCE EDUCATION COURSES

6.35.1 *Normal function*

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

6.35.2 *Equivalents*

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

6.35.3 *Copyright*

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

6.35.4 *Compensation*

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

6.35.5 *Supervision*

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

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

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

ARTICLE 6.40 – FRINGE BENEFITS

6.40.1 *Available Fringe Benefits*

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

6.40.2 *Members on Unpaid Leave*

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

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

ARTICLE 6.43 – PROFESSIONAL ALLOWANCE

- 6.43.0 On Professional Allowance see Article 4.95.

ARTICLE 6.45 – TUITION FEE EXEMPTION AND TUITION BURSARIES

6.45.1 *Tuition Fee Exemption*

- a. The following shall be eligible for Tuition Fee Exemption.
 1. All full-time Members as of the effective date of appointment and all retired full-time Members.
 2. Spouses and dependents of all full-time Members and also retired full-time Members and of deceased retired Members and of Members who died while in the full-time employ of the University. Dependents include wife and husband (including common-law relationships), children up to the age of 26 years (including natural, step, and adopted children, wards and other children for whom the Member is the primary care giver).
- b. Exemption from Tuition Fees is subject to the following conditions:
 1. A student must remain in good standing as defined by the Registrar's Office in order to qualify for tuition exemption. In the event of loss of good standing, the same course(s) or an equivalent one(s) may be taken at the student's expense in order to reinstate good standing and eligibility.
 2. Students who are eligible for an exemption from tuition fees are not exempted from the payment of incidental fees.
 3. To the extent that a grant is specifically given to defray tuition a student who receives a grant is not eligible for exemption from tuition fees.
 4. To the extent that tuition is reduced by a Laurentian University tuition scholarship, the student is not eligible for exemption from tuition fees. Where the funds are from an outside source this condition does not apply.
- c. Eligibility ceases with the term immediately following the date of termination of employment of a Member, unless otherwise specified in this Agreement.
- d. The Board reserves the right to modify or rescind this policy depending on the development of future government policy that has a bearing on this matter.

6.45.2 *Tuition Bursaries*

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

ARTICLE 6.50 – MOVING EXPENSES

6.50.1 Moving expenses include:

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

6.50.2 *Expenses Reimbursed*

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

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

6.50.3 *Moving Expense as Loan*

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

ARTICLE 6.55 – PHYSICAL EDUCATION FACILITIES

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

ARTICLE 6.60 – PUBLIC LIABILITY INSURANCE

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

7. COLLECTIVE AGREEMENT

ARTICLE 7.10 – VALIDITY OF THE AGREEMENT

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

ARTICLE 7.15 – DURATION AND CONTINUANCE OF THE AGREEMENT

- 7.15.1 This Agreement shall come into effect upon ratification by the parties and, except as otherwise provided herein, shall continue in effect to June 30, 2020.
- 7.15.2 Notice to bargain for a renewal of this Agreement with or without modifications or the making of a new Agreement shall be given in accordance with The Labour Relations Act of Ontario.
- 7.15.3 This Agreement shall remain in force during any period of negotiation, until a new Agreement is ratified by both parties, or until a strike or lock-out is declared.
- 7.15.4 At least ten (10) days before the termination of this Agreement, a separate memorandum which shall continue in force thereafter, shall be signed by the parties to the effect that in the event of a strike or lockout, the Association will assume the costs of maintaining Members' eligibility in the University's hospital, extended health and dental care plans.

ARTICLE 7.20 – GRIEVANCE AND ARBITRATION

7.20.1 Exclusion

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

7.20.2 *Definition of a Grievance*

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

7.20.3 *Complaint Stage*

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

7.20.4 *Grievance Procedure:*

a. STAGE ONE

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

b. STAGE TWO

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

7.20.5 *Extension of Time Limits*

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

7.20.6 *Arbitration*

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

7.20.7 *General Grievances*

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

ARTICLE 7.25 – STRIKES AND LOCKOUTS

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

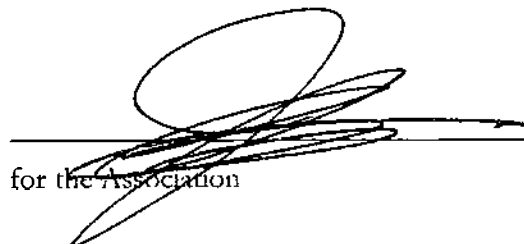
- 7.25.2 A Member shall not be dismissed per Article 4.65 or disciplined per Article 4.60 for refusing to cross a picket line on campus which has been established in full compliance with existing laws, when the legal picket line has been established by the Association on behalf of faculty and exclusively against Laurentian University. The Employer may however, dock such a Member's salary by $\frac{1}{3}$ for each day lost.
- 7.25.3 In the event that scheduled classes at Thorneloe University, both on-campus and Envision, are suspended in the event of strike action by other groups on campus, Members will be allowed, without financial penalty, to continue their work from home (e.g., grading, answering student inquiries, lecture prep, research) and will not be required to cross picket-lines. Arrangements for the resumption of classes after a strike action has concluded shall reflect arrangements made by Laurentian University.

ARTICLE 7.30 – LAY-OFF OF MEMBERS

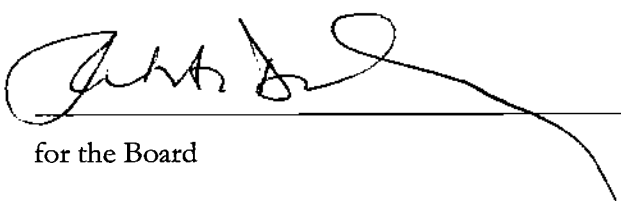
- 7.30.1 The Employer agrees that except as stated in this Article, there shall be no lay-offs of Members during the term of this Agreement. Amongst others, the following terminations of employment are not lay-offs:
- a. non-renewal of limited-term or probationary appointments as per Article 4.35 – Appointment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

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

DATED AT Sudbury, Ontario this 16th day of JANUARY, 2018.



for the Association



for the Board

APPENDIX A

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

Between

Laurentian University Faculty Association,

‘Applicant’

and

Thorneloe University,

‘Respondent’

CERTIFICATE

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

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

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

ONTARIO LABOUR RELATIONS BOARD

T.A. Inniss

Registrar

APPENDIX B**STANDARD OFFER OF EMPLOYMENT**

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

APPENDIX C

SPECIAL VOLUNTARY EARLY RETIREMENT PLAN

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

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

15. Should the Member die during the Special Voluntary Early Retirement Period, the payment will cease at the end of the month the death occurred. Benefits and Pension contributions will also terminate as of the end of the month of the Member's death.
16. A Member taking Special Voluntary Early Retirement would enjoy all retiree privileges as well as tuition fee waiver.
17. Admission to the Special Voluntary Early Retirement Plan will be available under this plan for a three (3) year period i.e. from July 1, 2017 to June 30, 2020. If during this period the Laurentian University Retirement Plan is amended to provide for additional early retirement provisions to Laurentian University faculty employees, the Special Voluntary Retirement Plan will be reviewed at that time.
18. The provisions of this Special Voluntary Early Retirement Plan shall apply as of the date of approval by the Board of Governors. These provisions may be amended and/or extended for a further period with the agreement of both the Board and the Association. Such decision will be made prior to June 30, 2020. Early-retired Members at the time of amendment or termination of these provisions will not be disadvantaged by such amendment or termination.

APPENDIX D

GUIDELINES FROM THE COUNCIL OF UNIVERSITY/COLLEGE THEATRE PROGRAMMES (COUCTP) ON THE ASSESSMENT OF CREATIVE ACTIVITY (PLAYWRIGHTING, PRODUCING, DIRECTING, DESIGNING, DRAMATURGING, AND ACTING) FOR THE PURPOSES OF TENURE AND PROMOTION CONSIDERATION

Creative activity in the areas of playwrighting, dramaturging, producing, directing, designing, acting [and other means of participation in the creation of performance texts] in a theatrical production or performance may be considered in lieu of or in tandem with scholarly publication for purposes of tenure, promotion, and merit increments, with no hierarchical differentiation between the two types of activity.

Playwrighting, producing, directing, designing, dramaturging or acting in a professional production will be considered the equivalent of refereed publication, on the principle that hiring within the profession is a form of refereeing. The relative merits or stature of such hirings are considered to be the equivalent of the relative merits or statures of different presses or journals.

Playwrighting, producing, directing, designing, dramaturging, or acting in a University Production will be counted as teaching and assessed through the host University's usual procedures of student and other evaluation, when such activity is considered to be part of a Member's teaching load.

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

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

APPENDIX E

DOCUMENTS

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THORNELOE
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AT LAURENTIAN

Policy on Accessibility Standards for Customer Service

Category:	Governance
Administrative Authority:	President
Approval Authority:	President, in consultation with the Executive Committee of the Board
Approval Date:	March 31, 2010
Effective Date:	March 31, 2010
Latest Revision Date:	August 4, 2017
Next Review:	3 years

OVERVIEW:

Thorneloe University's vision, mission and values commit the institution to equity and accessibility. In advancement of this vision, mission and values, the University is dedicated to providing equal access to goods and services and is committed to compliance with the Accessibility Standards for Customer Service, O. Reg. 429/01 and the Accessibility for Ontarians Act, 2005 ("AODA").

PURPOSE:

The University is committed to providing goods and services to University students, faculty, staff and other users in a way that respects the dignity and independence of people with disabilities. The University strives to ensure that persons with disabilities have equal opportunity to access our goods and services in an integrated manner, and where possible without the need for adaptation, unless alternate measures are necessary. Existing policies will be applied in a manner that is consistent and compliant with all legal requirements, including the Accessibility Standards for Customer Service.

SCOPE:

This policy applies to all University students, faculty, staff, Board Members and other users.

DEFINITIONS:

Any definitions listed below apply to this policy only. In this policy:
 "Disability". The AODA uses the Ontario Human Rights Code definition of disability which is defined as:

1. any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impairment, deafness or hearing impairment, muteness or speech impairment, or physical reliance on a guide dog, or other animal or a wheelchair or other remedial appliance or device;
2. a condition of mental impairment or developmental disability;
3. a learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language;
4. a mental disorder; or
5. an injury or disability for which benefits were claimed or received under the insurance plan established under the Workplace Safety and Insurance Act, 1997.

"Guide dog" means a guide dog as defined in the AODA.

"Service animal" means a service animal as defined in the AODA.

"Support person" means a support person as defined in the AODA.

POLICY STATEMENT:

1. Vision, Mission, and Values (from the 2017-2022 Strategic Plan)

WHO WE ARE: Thorneloe University is a partner of the Laurentian University federation. Located in Sudbury, Ontario, Canada, Thorneloe offers programs in Ancient and Classical Studies, Religious Studies, Theatre Arts, Motion Picture Arts, and Women's, Gender, and Sexuality Studies, with degrees granted through Laurentian. Affiliated with the Anglican Church of Canada, Thorneloe University is home to a School of Theology, granting degrees, diplomas, and certificates in theology. The Thorneloe campus includes a classroom building, 150-seat theatre, a residence of 58 single rooms, and a multi-use chapel/classroom.

VISION: Inspiring transformation through education

MISSION: We foster learning for life by nurturing critical thinkers and good citizens through the pursuit of the arts and humanities.

VALUES:

- Academic freedom
- Creativity
- Collaboration
- Diversity and inclusion

- Personal wellness
- The common good

2. Our commitment

In fulfilling our mission and living out our values, Thorneloe University strives at all times to provide its goods and services in a way that respects the dignity and independence of people with disabilities. We are also committed to giving people with disabilities the same opportunity to access our goods and services and allowing them to benefit from the same services, in the same place and in a similar way as other customers.

3. Providing goods and services to people with disabilities

Thorneloe University is committed to excellence in serving all customers including people with disabilities and we will carry out our functions and responsibilities in the following areas:

3.1 Communication

We will communicate with people with disabilities in ways that take into account their disability.

We will train staff and faculty who communicate with customers on how to interact and communicate with people with various types of disabilities.

3.2 Telephone services

We are committed to providing fully accessible telephone service to our customers. We will train staff and faculty to communicate with customers over the telephone in clear and plain language and to speak clearly and slowly.

We will offer to communicate with customers by email, fax, mail, video conferencing, social networking (e.g. Facebook, Twitter) if telephone communication is not suitable to their communication needs or is not available.

3.3 Assistive devices

We are committed to serving people with disabilities who use assistive devices to obtain, use or benefit from our goods and services. We will ensure that our staff and faculty are trained and familiar with various assistive devices that may be used by customers with disabilities while accessing our goods or services.

We will also ensure that staff and faculty know how to use the following assistive devices available on our premises for customers, including powered doors, the key-operated elevator, and key-cards.

3.4 Billing

We are committed to providing accessible invoices to all of our customers. For this reason, invoices will be provided in the following formats upon request: in large print and

by printed or electronic copy. Payment of outstanding accounts may be made through online banking, debit card, by cheque or by VISA.

We will answer any questions customers may have about the content of the invoice in person, by telephone or email.

4. Use of service animals and support persons

We are committed to welcoming people with disabilities who are accompanied by a service animal on the parts of our premises that are open to the public and other third parties. We will also ensure that all staff, faculty, volunteers and others dealing with the public are properly trained in how to interact with people with disabilities who are accompanied by a service animal.

We are committed to welcoming people with disabilities who are accompanied by a support person. Any person with a disability who is accompanied by a support person will be allowed to enter Thorneloe University's premises with his or her support person. At no time will a person with a disability who is accompanied by a support person be prevented from having access to his or her support person while on our premises.

Fees will not be charged for support persons for admission to Thorneloe University's premises unless those persons are procuring services for which a fee is normally charged (e.g., taking classes for university credit, attending a theatre production, etc.). Customers will be informed of this by a notice that will be posted in Thorneloe University's premises and on its website.

5. Notice of temporary disruption

Thorneloe University will provide customers with notice in the event of a planned or unexpected disruption in the facilities or services usually used by people with disabilities. This notice will include information about the reason for the disruption, its anticipated duration, and a description of alternative facilities or services, if available.

The notice will be placed at all public entrances and service counters on our premises.

6. Training for staff, faculty and volunteers

Thorneloe University will ensure that all employees, volunteers and others who deal with the public or other third parties on their behalf, and all those who are involved in the development and approvals of customer service policies, practices and procedures complete the Accessible Customer Service training (d2l.laurentian.ca, "AODA_2015"). Individuals in the following positions will be trained:

- All faculty, both part-time and full-time
- All staff, both part-time and full-time
- All Board Members

This training will be provided within three months after staff, faculty, and Board Members commence their duties.

Training will include the following:

- The purposes of the Accessibility for Ontarians with Disabilities Act, 2005 and the requirements of the customer service standard
- How to interact and communicate with people with various types of disabilities
- How to interact with people with disabilities who use an assistive device or require the assistance of a service animal or a support person
- How to use the email, fax, mail, social networking (e.g. facebook, Twitter, Skype), powered doors, elevator, and key-cards.
- What to do if a person with a disability is having difficulty in accessing Thorneloe University's goods and services
- Thorneloe University's policies, practices and procedures relating to the customer service standard.

Applicable staff and faculty will be trained on policies, practices and procedures that affect the way goods and services are provided to people with disabilities. Staff and faculty will also be trained on an ongoing basis when changes are made to these policies, practices and procedures.

7. Feedback process

The ultimate goal of Thorneloe University is to meet and surpass customer expectations while serving customers with disabilities. Comments on our services regarding how well those expectations are being met are welcome and appreciated. Feedback regarding the way Thorneloe University provides goods and services to people with disabilities can be made by mail, email, telephone, fax or verbally. All feedback will be directed to AODAFedback@thorneloe.ca. Customers can normally expect to hear back within a week.

8. Modifications to this or other policies

We are committed to developing customer service policies that respect and promote the dignity and independence of people with disabilities. Therefore, no changes will be made to this policy before considering the impact on people with disabilities.

Any policy of Thorneloe University that does not respect and promote the dignity and independence of people with disabilities will be modified or removed.

9. Questions about this policy

This policy exists to achieve service excellence to customers with disabilities. If anyone has a question about the policy, or if the purpose of a policy is not understood, an explanation should be provided by, or referred to, the President of Thorneloe University (email: president@thorneloe.ca).

Thorneloe University
935 Ramsey Lake Rd
Sudbury, ON
P3E 2C6
(705) 673-1730

USE OF PERSONAL INFORMATION UNDER THIS POLICY

Thorneloe University respects the privacy of their students, faculty, staff, alumni and donors and will make every effort to protect the personal information that is collected, used or held by the University.

To ensure that all personal information is dealt with appropriately, Thorneloe University will comply with the Personal Information Protection and Electronic Documents Act (PIPEDA) as it applies to the university sector.

RELATED POLICIES, PROCEDURE, LEGISLATION AND OTHER DOCUMENTS

- Integrated Accessibility Standards Regulation (IASR) Policies
- Accessibility for Ontarians with Disabilities Act, 2005 ("AODA")
- Ontario Regulation 429/07 (Accessibility Standards for Customer Service)
- Human Rights Code (Ontario)
- Policy on Accessibility Standards for Customer Service (Laurentian University)
- Policies and Guidelines on Students with Special Needs (Laurentian University)
- Policy on a Respectful Workplace and Learning Environment (Laurentian University)
- Statement of Student Rights and Responsibilities (Laurentian University)

This document is available in alternative formats upon request



Thorneloe

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OF SUDBURY

Thorneloe

- NOTE: EVENT HOSTING**
When hosting a class reception or conference, add a standard line to invitations such as "Please contact (name) if you require information in an alternate format, or if any other arrangements can make this event accessible to you."
- In the invitation, describe the location of ramps, automatic doors, elevators, etc.
- Thank you for learning about and contributing to increased Accessibility in Teaching at Thorneloe University and the University of Sudbury!
- Thank you to the Disability Services Office at Trent University who gave us permission to use the content of a similar brochure produced by them!
- NOTE: ACCESSIBLE ALTERNATE FORMATS**
Using alternate formats means making information available in ways other than the original format. Some students may be able to access information through their own computer software (e.g. translate into audio or enlarged text).
- In addition to the original format, offer plain text electronic versions of lecture notes, email attachments, presentation material. To do this, save files using the option with the .txt extension. .html, .pdf, .rtf versions are more difficult to work with.
 - Design web content in an accessible format.
 - If you have questions related to web accessibility or how to make electronic information accessible, visit the Ontario Ministry of Community and Social Services. Make information Accessible website: <http://www.mcss.gov.on.ca/en/>



RESOURCES:

Accessibility Services
Parker Building, Room L-210
935 Ramsey Lake Road
Sudbury ON P3E 2C6
Tel: 705.675.1151 ext. 3324 Fax: 705.675.4807
accessibilityservicesinfo@laurentian.ca
<http://www.thorneloe.ca/about-us/policies-and-procedures/aoda>

- Your own method for alerting students about a class cancellation or disruption in the services used to access your classroom or lab—to save persons with disabilities the effort required to get to class.
 - Your own expectations, e.g. if you disallow laptops, exempt students who require laptops for disability-related reasons. To protect student's privacy, communicate the exemption in a broad manner that encompasses more than disability-related reasons, e.g. "Students must have a good reason to use laptops and must request permission from me during my office hours or through email."
 - Describe in words what is being depicted in any visual format, moving in a logical spatial pattern from detail to detail, to alert students with vision loss.
 - Keep your face in the light and adjust position and posture for maximum visibility, e.g. to assist flip reading.
 - Use the voice projection system in the classroom, to assist students with hearing loss.
 - Repeat students' questions and allow only one person to speak at a time, to reduce auditory stimuli that can confuse students with mental health and learning disabilities, as well as vision and hearing loss.
 - Emphasize the main points in lectures and the links among concepts, using repetition, various audio-visual reinforcements, and a variety of learning methods, to assist students with hearing loss, learning disabilities, and other disabilities.
 - Respect and protect a person's privacy. When you inquire about student's needs, don't ask for details about their disability. Use respectful terminology, e.g. "disability," not "handicapped" or "impaired," or, "person with a learning disability" rather than "learning disabled." Put the person first.
 - Use flexibility, creativity, and a collaborative approach to find alternate ways for students with disabilities to achieve the required course outcomes when the usual mode presents a barrier.
 - Consider using Course Management Products, e.g. D2L, to post handouts, in both formatted and plain text versions. Electronic posting enables students with vision loss and students with learning or physical disabilities to convert the material into accessible alternate formats.
- Vision Loss**
Vision loss ranges from total blindness to partial or low vision that cannot be corrected fully with lenses. Persons with vision loss may have reduced acuity or a restricted field of vision, and experience difficulties with depth perception, night vision, and seeing colours and contrasts.
- Don't assume the person cannot see you.
 - Take the student on a tour of the classroom or lab before or after the first class.
 - Ask the student in which format she would like to receive information.
 - Feel comfortable using words such as "see," "read" or "look."
 - Describe verbally any visual aids.
 - In labs use plastic where possible.
 - Allow extra time to transcribe and process test questions.
 - Consider allowing students to submit exams electronically.
- Speech or Language Disabilities**
Some persons have problems expressing themselves, or understanding written or spoken language.
- Don't assume that a person who has difficulty speaking also has an intellectual or developmental disability.
 - Allow the student to complete what he is saying without interruptions.
 - If you don't understand, ask the student to repeat the information.
 - Use visual to communicate between classes and keep a writing pad handy during class.
- SUGGESTIONS FOR INCREASING ACCESSIBILITY**
In most cases, faculty members will receive information from the LU Accessibility Office regarding the student's need, including any recommended accommodations.
- The following suggestions may help you provide the recommended accommodation and help you make your teaching accessible in other ways for students with disabilities:
- Most important: Ask the student with a disability how you can help meet his/her needs.
 - Consider including on the course Syllabus a note about
 - LU's Accessibility Services Office
 - <http://www.laurentian.ca/about-us/accessibility-services>



THORNELOE
UNIVERSITY

AT LAURENTIAN

Integrated Accessibility Standards Regulation (IASR) Policies

(last revised: August 4, 2017)

Statement of Commitment

Thorneloe University is committed to treating all people in a way that allows them to maintain their dignity and independence. We are committed to meeting the needs of people with disabilities in a timely manner, and will do so by preventing and removing barriers to accessibility and meeting accessibility requirements under the Accessibility for Ontarians with Disabilities Act.

Training

Thorneloe University is committed to training staff and volunteers on Ontario's accessibility laws and on accessibility aspects of the Ontario Human Rights Code that apply to persons with disabilities. Training will be provided in a way that best suits the duties of employees, volunteers, and Board of Directors.

Kiosks

Thorneloe University will consider the needs of people with disabilities when designing, procuring or acquiring self-service kiosks (e.g., point-of-sale machines, publicly available computer terminals).

Information and communications

Thorneloe University is committed to meeting the communication needs of people with disabilities. When asked, we will provide information and communications materials in accessible formats or with communication supports. This includes publicly available information about our goods, services and facilities, as well as publicly available emergency and safety information.

Thorneloe University will consult with people with disabilities to determine their information and communication needs.

We will ensure existing feedback processes are accessible to people with disabilities upon request.

We will make our website and content conform with WCAG 2.0, Level AA by January 1, 2021.

Employment

Thorneloe University is committed to fair and accessible employment practices.

We will notify the public and staff that, when requested, we will accommodate disabilities during recruitment and assessment processes and when people are hired.

If needed, we will create an individual accommodation plan and/or workplace emergency information for any employees who have a disability.

Our performance management, career development, redeployment, and return-to-work processes will take into account the accessibility needs of employees with disabilities.

Design of Public Spaces

Thorneloe University will meet the Accessibility Standards for the Design of Public Spaces when building or making major modifications to public spaces. Public spaces including:

- Service-related elements like service counters, fixed queuing lines and waiting areas
- Outdoor paths of travel, like sidewalks, ramps, stairs, curb ramps, rest areas and accessible pedestrian signals
- Accessible off street parking
- Recreational trails/beach access routes
- Outdoor public eating areas like rest stops or picnic areas
- Outdoor play spaces, like playgrounds in provincial parks and local communities

In the event of a service disruption, we will notify the public of the service disruption and alternatives available.

Modifications to this or other policies

Any of our policies that do not respect and promote the dignity and independence of people with disabilities will be modified or removed.

For More Information

For more information on this policy, please contact the President at:

Phone: 705-673-1730 x101

Email: president@thorneloe.ca

Accessible formats of this document are available free upon request.



**THORNELOE
UNIVERSITY**

AT LAURENTIAN

HARASSMENT AND DISCRIMINATION POLICY

Issued: October 2005

Reviewed and edited: August 2016

COMMITMENT

1. Thorneloe University ("the University"), is committed to the pursuit and dissemination of knowledge by providing an environment free from harassment and discrimination.

COVERAGE OF THE POLICY

2. This Policy applies to all administrators (i.e., those individuals, including the President, appointed by the Thorneloe Board of Governors to manage the affairs of the University), department chairs, faculty, staff, members of the Board of Governors, volunteers and students (herein referred to collectively as "the University Community").

POLICY

3. The University recognizes its legal responsibility under the *Human Rights Code* ("the Code"), to protect its members from discrimination and harassment and to take action if such harassment or discrimination occurs. Accordingly, it has developed a policy for dealing with complaints of harassment and discrimination including a range of disciplinary measures up to and including dismissal (for employees), and expulsion (for students).
4. The University prohibits reprisal or threats of reprisal against any member of the University community who files a complaint under this Policy or participates in an investigation or proceedings related to a complaint. Any individual or body found to be making such reprisals or threats will be subject to discipline action.

DEFINITIONS

5. "**Discrimination**" means differential treatment with respect to University activities based on any of the prohibited grounds in the *Code*.

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6. **“Prohibited Grounds”** of discrimination and harassment are race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, gender identity, sexual orientation, age, record of offences (for which a pardon has not been granted), marital status, family status or disability.
7. **“University Activities”** includes all University sponsored activities that take place on the University’s premises. This includes cafeterias, washrooms, company vehicles, University sanctioned social events during or outside of normal working/class hours. It also includes off-campus events sponsored by the University. It does not include union activities conducted offsite.
8. **“Harassment”** is defined as any offensive, vexatious or demeaning comments or conduct directed toward an individual or group of individuals that is known, or reasonably ought to be known to be unwelcome, based on any of the prohibited grounds in the *Code*. It creates a hostile, intimidating, abusive, humiliating or threatening work environment. The intention to harass does not need to be established.

EXAMPLES OF HARASSMENT

9. Examples of harassment may include, but are not limited to:

Harassment

10. Based on a person's age, sex, sexual orientation, disability, religion, or because of any other prohibited ground:
 - a. Unwelcome remarks, jokes or innuendoes or taunting;
 - b. Vandalism of property;
 - c. Insulting gestures or unwanted practical jokes which cause embarrassment or awkwardness;
 - d. Displaying of derogatory or offensive pictures or material; or
 - e. Refusing to work or interact with an employee.

Sexual Harassment

- a. threats or verbal abuse;
- b. unwelcome sexual remarks, jokes, innuendo or taunting about a person's body or sexual orientation;
- c. distribution by mail, fax or other electronic means of material of an offensive sexual nature;

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- d. displaying sexist, pornographic or derogatory pictures;
 - e. unwelcome invitations or requests or sexually suggestive remarks;
 - f. leering or other sexual gestures; or
 - g. sexual advances, unnecessary physical contact, such as patting or pinching.
11. A series of seemingly minor offences can constitute harassment even though each offence in and of itself does not seem serious. Frequency of occurrence will be considered in deciding whether or not a person's behaviour constitutes harassment, but will not be determinative.

RESPONSIBILITIES

12. Each member of the University is responsible for helping to create a community that is free from harassment and discrimination, as can best be accomplished in an environment of understanding and of the mutual respect for the work and learning of its members.

Employees — Responsibilities

13. All employees must comply with this Policy and are encouraged to report incidents of discrimination or harassment to the Application Officer.

Administrators — Responsibilities

14. If there is reason to believe that discrimination or harassment exists, it is the Administrator's responsibility to notify the Application Officer immediately. The Code states that a person who has authority to prevent or discourage harassment may be held responsible for failing to do so. Accordingly, an Administrator can expect repercussions if he or she was aware of, or reasonably ought to have been aware of, an incident or situation involving discrimination or harassment but failed to report it to the Application Officer.
15. Administrators must ensure that their behaviour and actions comply with this Policy.

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Application Officer – Responsibilities

16. The Application Officer is appointed by the President for a fixed and renewable term.
17. The Application Officer shall be responsible to the President and shall:
 - a. be responsible for administering this Policy;
 - b. ensure that the University Community is informed about the Policy and its application;
 - c. where both parties are agreeable, facilitate an informal resolution of a Complaint. This may be done at any stage of the Complaint Process;
 - d. preserve the confidentiality of Complaints in accordance with paragraphs 68-71 below;
 - e. report annually to the Board of Governors through the President on the application of the Policy, including, without names, the disposition of cases before the Hearing Panel; and
 - f. report all harassment complaints to the President or an individual appointed by the Board of Governors where there is a health or safety risk.

President – Responsibilities

18. The President shall appoint the Application Officer after seeking advice from the Board of Governors.
19. Where the Application Officer reports a harassment or discrimination complaint because there is a health a safety risk, the President, or an individual appointed by the Board of Governors, may exercise his or her discretion to deal with the alleged Harasser (the Respondent).
20. Following a decision and recommendation from the Hearing Panel, the President is responsible for:
 - a. rendering a final decision ("the Final Decision") regarding whether the alleged harassment or discrimination occurred;
 - b. informing all parties, in writing, of the Final Decision.

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COMPLAINT PROCEDURE

21. An individual who believes that he/she has been subjected to harassment or discrimination is strongly encouraged to contact the Application Officer as soon as possible and advise of his or her complaint. Through consultation, the Application Officer will assist in determining if the reported events constitute discrimination or harassment under the provisions of this Policy. The Application Officer will then set out the individual's ("the Complainant") options of an Informal or Formal Resolution Process.
22. Individuals who consult with Application Officer seeking advice at this stage need not reveal their names or the name(s) of the other person(s) involved. The Application Officer will keep confidential records of all consultations.

Informal Process

23. If the Complainant proceeds by way of the Informal Process, the Application Officer may investigate the allegations to:
 - a. assist in the resolution of the matter in the informal stages;
 - b. decide whether to make a recommendation that the University proceed as complainant; and/or
 - c. proceed by way of a fact-finding investigation.
24. The Application Officer shall discuss the allegation with both the Complainant and the Respondent, separately or together, with a view to reaching a resolution. This process is intended to allow the Application Officer to resolve Complaints expeditiously and is not intended to take the place of the Mediation if the Complaint is not resolved.
25. Where there is a risk that the investigation might lead to disciplinary actions against an Association member, the Union will be advised of the investigation.
26. If no resolution is reached, the Complainant may decide to:
 - a. take no further action;
 - b. proceed with the Formal Process by filing a written complaint;
 - c. proceed to mediation;
27. If a resolution is achieved, an acknowledgement that an agreement has been reached shall be prepared by the Application Officer and signed by both parties.
28. Where, at any time prior to the commencement of a Complaint being referred to the Hearing Panel, the Application Officer determines that a Complaint falls

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outside the Policy, is fraudulent, malicious, frivolous or vexatious, or is entirely without factual basis, the Application Officer shall dismiss the Complaint. The Application Officer shall advise the Complainant, the Respondent and the President of this determination, in writing, and provide reasons for this conclusion.

29. A Complainant who makes a fraudulent, malicious, frivolous or vexatious complaint is in breach of the policy and may be subject to discipline as set out in the section on 'Remedies' below.

Formal Process

30. The complaint shall be in writing ("the Complaint"), providing the particulars of the alleged harassment or discrimination including the name of the individuals(s) complained about, the time, place, and date and shall be signed by the Complainant.
31. A written complaint shall be filed with the Application Officer promptly, no later than six (6) months from the last date of alleged incident. On written request, an extension of up to three (3) months may be granted by the Application Officer, where appropriate.
32. Upon receipt of the Complaint, the Application Officer shall provide the Respondent with a copy of the Complaint and disclose all material facts relevant to the Complaint. The Respondent shall be provided with ongoing disclosure of the particulars of the Complaint as they become known.
33. The Application Officer shall give the Respondent an opportunity to respond orally or in writing to the Complaint.
34. No third party will be informed of the identity of the Respondent until the Respondent is informed of the Complaint and given an opportunity to respond, except in cases where the Application Officer determines health or safety may be at risk.
35. The Complainant has the right to withdraw the Complaint at any time. However, depending on the circumstances, the University may nevertheless continue with or conclude the investigation.
36. Where, at any time prior to the commencement of a Complaint being referred to the Hearing Panel, the Application Officer determines that a Complaint falls outside the Policy, is fraudulent, malicious, frivolous or vexatious, or is entirely without factual basis, the Application Officer shall dismiss the Complaint. The Application Officer shall advise the Complainant, the Respondent and the President of this determination, in writing, and provide reasons for this conclusion.

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37. A Complainant who makes a fraudulent, malicious, frivolous or vexatious complaint is in breach of the policy and may be subject to discipline as set out in the section on 'Remedies' below.

HEARING PANEL

Selection of Panel

38. After a Complaint is referred to the Hearing Panel, the Application Officer shall appoint the Hearing Panel in accordance with paragraphs 39 and 40 below. The Hearing Panel shall consist of three (3) persons, one of whom shall be designated Chair.
39. The Application Officer shall select a slate of six (6) names of faculty members from academic institutions other than Thorneloe University. The Application Officer shall then present these names to the Complainant and the Respondent.
40. The Complainant and Respondent may object, in writing, with reasons (i.e., bias, conflict of interest, or other valid reason) to any of the names on the slate within ten (10) working days of receipt of the names. After ruling on any objections presented by the Complainant and/or Respondent, the Application Officer will select three (3) members from the names remaining on the slate. In the event that fewer than three names remain on the slate after this process, a supplementary slate of members' names may be presented to the Complainant and Respondent.
41. The Hearing Panel shall be provided with the Complaint and Response.

Procedural Rules

42. The Hearing Panel shall follow the procedures set out in the *Statutory Powers Procedure Act*, R.S.O. 1990, as amended ("the *SPPA*") to ensure that the rules of natural justice are followed. Where any procedural matter is not dealt with in the *SPPA* or this Policy, the Hearing Panel may, after hearing submissions from the parties, establish any appropriate procedure. In the event of a conflict between the *SPPA* and the procedures in this policy, the procedures in this policy govern.

Duties of Chair

43. Once the Hearing Panel has been appointed, the Chair shall:
- a. inform both parties in writing of the composition of the Panel;
 - b. set a date and place for the hearing which hearing shall be concluded no later than sixty (60) days following the appointment of the Hearing Panel.

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44. Additional duties of the Chair include, but are not limited to:
 - a. maintaining order during hearing;
 - b. answering procedural questions;
 - c. granting or denying adjournments;
 - d. arranging for permanent audiotape-recording of the proceedings, which shall constitute the official record of those proceedings; and
 - e. reporting decisions of the tribunal to the President.
45. The hearing may be attended only by the parties, witnesses and their respective advisors.
46. An audiotape recording of the hearing shall be made.

Closed Hearing

47. Hearings shall be closed unless either the Complainant or the Respondent objects. If the Complainant and/or the Respondent objects to the hearing, or some part of the hearing being closed, the Hearing Panel shall hear submissions from all parties. In making its ruling, the Hearing Panel shall consider whether the matters of a personal nature are to be raised, whether there is an issue of public safety involved, the desirability of holding an open hearing and other relevant circumstances.
48. Within fourteen (14) days of the conclusion of the hearing, the Hearing Panel will decide whether the alleged harassment or discrimination occurred. A finding of harassment or discrimination must be proven on a balance of probabilities.
49. If a finding of harassment or discrimination is made, the Hearing Panel will recommend an appropriate remedy. It shall request that the Application Officer produce any previous findings of harassment or discrimination on the part of the Respondent. The Panel will then hear from both sides as to the appropriate remedy ('Remedy').
50. If the Hearing Panel decides that the Complaint was fraudulent, malicious, frivolous or vexatious, or is entirely without factual basis, the Hearing Panel will find that the Complainant breached this policy and will recommend to the President such sanction or remedy against the Complainant as it feels appropriate. Prior to finding that a complaint has been fraudulent, malicious, frivolous or vexatious or is entirely without factual basis, the Hearing Panel will advise the parties that it is considering making such a ruling and specifically invite submissions on this point.

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51. The parties will be entitled to make written submissions as to the Remedy in the following manner:
 - a. the Respondent within (5) days following the receipt of the Decision and Recommendation;
 - b. the Complainant within five (5) days following the receipt of the Respondent's submission;
 - c. the reply, if any, of the Respondent within five (5) days following the receipt of the Complainant's submission.
52. With fourteen (14) days of the Panel making a decision on the Remedy, the Panel shall prepare and submit to the President a written report which shall include the Hearing Panel's decision, the reasons for the decision, any recommendations on Remedy and any Submissions from the parties regarding Remedy. If there is a minority report, it shall also be submitted to the President.
53. Copies of the Hearing Panel's report to the President shall be sent in confidence to the Complainant, the Respondent and the Application Officer.
54. The President shall render the Final Decision then within forty (40) days of receipt of the Hearing Panel's report, and inform all parties, in writing, of this decision.
55. Decisions of the Hearing Panel and President are final and binding and cannot be appealed within the University.
56. There will be no oral hearing before the President.

Mediation

57. After a Complaint has been made under the Formal Process or where a request is made for mediation under the Informal Process, the Application Officer shall appoint a Mediator.
58. The Mediator has absolute discretion to establish the method and process of mediation.
59. If a resolution is achieved, an acknowledgement that an agreement has been reached shall be prepared by the Mediator and signed by both parties.
60. If no resolution is achieved, the Application Officer shall confirm that fact in writing to both parties. Within twenty (20) days of receiving such notice, either party may request, in writing, that the Application Officer refer the Complaint to the Hearing Panel.

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61. If neither party requests that the Complaint be referred to the Hearing Panel, the Application Officer shall inform the President or an individual appointed by the Board of Governors. The President, or the individual appointed by the Board of Governors, may then request, in writing, that the Application Officer refer the matter to the Hearing Panel. Once referred to the Hearing Panel, the President or an individual appointed by the Board of Governors assumes carriage of the Complaint.

REMEDIES

62. Remedies may include, but are not limited to, the following:
- a. If the person found to be in breach of this Policy is a member of the full-time faculty, this person may be subjected to discipline in accordance with the Thorneloe-LUFA Collective Agreement.
 - b. If the person found to be in breach of this Policy is a member of the sessional faculty, this person may be subjected to discipline in accordance with the Thorneloe-CUPE Collective Agreement.
63. If the person found to be in breach of this policy is a member of the non-teaching staff, one or more of the following:
- a. oral or written reprimand;
 - b. inclusion of the Decision and Remedy in the personnel file of the person found to be in breach of this policy;
 - c. delay of advancement or merit award for up to one year after the usual date;
 - d. dismissal; or
 - e. other, as deemed appropriate.
64. If the person found to be in breach of this policy's is a student, one or more of the following:
- a. oral or written reprimand;
 - b. inclusion of the Decision and Remedy on the academic record of the person found to be in breach of this policy;
 - c. suspension of the person found to be in breach of this policy from attendance in a Thorneloe course or courses for a specific period of time;
 - d. expulsion; or

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- e. other, as deemed appropriate.
- 65. If the person found to be in breach of this policy is a member of the Board of Governors or a volunteer, either of the following:
 - a. inclusion of the Decision and Remedy in the University's file shall be made;
 - b. suspension or removal from the position held in the University.
- 66. The Hearing Panel may also recommend that the person found to be in breach of this policy be required to meet with the Application Officer to arrange for counselling. Where the person found to be in breach of this policy is a member of LUFA or CUPE, counselling may only be required to the extent that this requirement complies with the Collective Agreement.
- 67. The Hearing Panel may also make a recommendation to redress any harm or injustice suffered. Where such recommendation involves a member of LUFA or CUPE, the recommendation must comply with the Collective Agreement.

GENERAL

Confidentiality and Records

- 68. All inquiries, proceedings and deliberations are, subject to the provisions of the Policy, to be kept in the strictest confidence.
- 69. At the conclusion of the Informal Process, Mediation, Formal Process, and Hearing Panel proceedings, the complete case record shall be filed with the Application Officer. The complete case record shall include the Complaint, the Response, the audiotape recording of the Formal Hearing and any exhibits, written submissions, Decision and Remedy, and all rulings.
- 70. Where a Complaint is dismissed by the Hearing Panel, all material including the complete record, as defined above, and all notes except the Decision shall be destroyed twelve (12) months from the date of the Decision.
- 71. In all other instances, all material including the complete record, as defined above, and all notes shall be destroyed five (5) years after the completion of all proceedings except a Resolution Report, a Decision or a Decision and Remedy.

Right to Counsel

- 72. Any party may be represented by one advisor who may be a lawyer.

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Costs

73. The University may in its absolute discretion provide financial support to any party up to a maximum of \$5,000.00.

Prevention and Education

74. A copy of the Policy will be made available to each student, staff and member of the Board of Governors. The Policy will be posted in visible locations and on the University website.

Extension or Abridgement of Time

75. The University reserves the right to extend or abridge any of the time periods set forth above.

Employees

76. If an employee needs further assistance, he or she may contact their union (if applicable) and/or the Joint Health and Safety Committee.

See also:

Laurentian University's "Code of Student Conduct Non-Academic" approved at the April 19, 2016 meeting of the Laurentian University Senate.

Approved by the Executive Committee of the Board of Governors, September 8, 2016



**THORNELOE
UNIVERSITY**

AT LAURENTIAN

Health and Safety Policy and Programs

1. PURPOSE

The purpose of this handbook is to introduce employees to Thorneloe University's health and safety policy and programs, and their roles and responsibilities under the Occupational Health and Safety Act (the "Act").

2. INTRODUCTION

Thorneloe University's Policy on Health and Safety along with other health and safety policies, procedures and related information can be found on the University website (<http://www.thorneloe.ca/about/policy>).

In general, the Policy states:

- the University is committed to provide and maintain a safe and healthy work environment
- both the employer and all employees share the responsibility for health and safety in the workplace.

3. OCCUPATIONAL HEALTH AND SAFETY ACT

Who is covered?

The Ontario Occupational Health and Safety Act and its Regulations establishes the minimum standards for safe working conditions and practices for all employees and for all University activities being carried out either on or off campus. The Act and its Regulations apply to all Thorneloe University employees. This includes regular full-time, part-time, student employees – anyone who receives remuneration for work performed on campus. The Act places specific responsibilities upon the Employer: Thorneloe University; Supervisors: persons who direct and are responsible for the activities of workers; and Workers: anyone, including a student, who receives remuneration from the employer for performing designated duties.

Each faculty member, staff member, student and visitor has responsibility for her/his own personal safety and actions and for others affected by those actions. Supervisors and all other persons in authority must provide for worker safety in

areas and operations under their control. Management has a responsibility to ensure that the various facilities within the University are safe and to accepted standards, to provide education and training programs for all employees in order to make them aware of their responsibilities, and to instruct them in safe work practices.

References to the Occupational Health and Safety Act or other legislation are provided herein for convenience purposes only. For accurate reference, individuals are directed to the actual legislation. Copies of the Act and its Regulations are available for reference from the Library, Health and Safety Bulletin Boards throughout campus, on the Web at www.labour.gov.on.ca/english/hs/index.php, at Human Resources and Organizational Development (Occupational Health and Safety), and through members of the Joint Health and Safety Committee. Employees are encouraged to read over and become familiar with the various sections of the Act and its Regulations.

Joint Health and Safety Committee (JHSC) – Sudbury Campus

Section 9 of the Occupational Health and Safety Act requires the Employer to establish a Joint Health and Safety Committee in the workplace. Such a Committee is in place on the Sudbury campus, and is made up of the following members:

- Representatives (2) – Teaching Faculty
- Representatives (2) – Staff
- Representatives (1) - Administration

The Joint Health and Safety Committee is very active and meets on a regular basis. Minutes of every meeting are circulated to all members of the Committee.

Occupational Health and Safety Bulletin Board

The Health and Safety Bulletin Board can be found in the photocopy/mail room (T-154).

4. INTERNAL RESPONSIBILITY SYSTEM

The Internal Responsibility System is based on the principle that the workplace parties themselves are in the best position to identify health and safety problems and to develop solutions.

4.1 Duties, Responsibilities and Rights

The Occupational Health and Safety Act provides the basic framework for making Ontario's workplaces safe and healthy, and sets out the legal duties and responsibilities for the employer, supervisor, and employee.

Under the terms of the Act, employees have the responsibility to report to their Supervisor the existence of hazardous conditions contrary to good health and safety practices or which contravene any requirements of the Act. It is the Supervisor's responsibility to ensure that corrective action is taken at once.

The following is a summary of duties and responsibilities according to the Act (please refer to the Act for specific wording):

THE EMPLOYER MUST:

- prepare and review at least annually a written occupational health and safety policy, and develop and maintain a program to implement that policy;
- ensure that the equipment, materials, and protective devices provided by the employer are in good condition;
- provide information, instruction, and supervision to a worker to protect the health or safety of the worker;
- appoint a competent supervisor;
- acquaint a worker or a person in authority over a worker, with any hazard in the work;
- take every reasonable precaution to protect the worker.

THE SUPERVISOR MUST:

- advise the worker of any potential or actual danger to the health and safety of the worker;
- provide the worker with written instructions about measures and procedures for the protection of workers;
- ensure a worker works in a manner required by the Act and with the proper protective devices;
- ensure a worker uses or wears the equipment, protective devices, or clothing required;
- address any health and safety concerns/hazards of which they are aware;
- take every reasonable precaution to protect the worker.

THE WORKER MUST:

- work in compliance of the Act and regulations;
- report any hazards or contravention of this Act to the supervisor;
- wear any equipment, protective devices, or clothing that the employer requires;
- report any defect in protective gear that may endanger himself/herself or someone else to the supervisor;
- not remove or alter any protective device;
- not operate or use any equipment in such a manner as to endanger himself/herself or someone else.

4.2 Worker Rights

It is the unconditional right of all members of the University community to bring, without prejudice, health and safety concerns to their Supervisors, to Human Resources and Organizational Development (Occupational Health and Safety), or to the Joint Health and Safety Committee. The Supervisor, in every case, must be informed of a concern before a complaint is taken elsewhere.

Right to Participate

Workers have the right to be part of the process of identifying and resolving workplace health and safety concerns through worker membership on the Joint Health and Safety Committee or through the worker health and safety representative.

Right to Know

Workers have the right to know about any potential hazards to which they may be exposed. This means the right to be trained and to have information on machinery, equipment, working conditions, processes and hazardous substances (i.e. WHMIS).

Right to Refuse Work

Under the provisions of the Act, workers have the right to refuse to perform work which they believe may endanger the health or safety of themselves or another Worker. There are strict guidelines to be followed in this instance by the Worker, the Supervisor, and other interested parties. For further information, employees are referred to Section 43 of the Act for clarification.

Right to Stop Work

Certain members of the Joint Health and Safety Committee, who have been certified under the provisions of the Act and who believe that dangerous circumstances exist, may request that a Supervisor and, subsequently, another certified member investigate. Under certain circumstances, and following specific guidelines, the certified members may bilaterally issue a stop work direction. Employees are referred to Section 45 of the Act for clarification.

5. REPORTING PROBLEMS (HAZARDS) IN THE WORKPLACE

The Occupational Health and Safety Act outlines the specific duties and responsibilities of the Employer and Supervisor. The Act also requires the Worker to work in compliance with the Act and its Regulations, to use or wear protective equipment or clothing required by the Employer, and to report to the

Employer or Supervisor the absence of, or defect in, any equipment or protective device of which he or she is aware.

In order for the "internal responsibility system" to function properly, normal lines of communication should be maintained as much as possible. If a Worker notices a health or safety hazard in the workplace, the proper steps to take are:

1. correct the problem, if it can be done, easily, quickly, and safely;
2. advise her/his Immediate Supervisor or Department Chair/Director of the problem right away. At this stage, the majority of all problems should be resolved. If the matter is still not resolved; then
3. advise your Union or Association Health and Safety Representative;
4. the two of you should repeat steps (1) and (2). If the matter is still unresolved, then contact the Office of the President. There should be a very infrequent need for this level of action.
5. The Office of the President will again review all previous steps. If the matter cannot be resolved, then other members of the Health and Safety Committee may be called upon for their assistance. Finally, if still unresolved, the Ministry of Labour may be contacted.

5.1 In the Event of an Emergency

Of course, in the event of a life-threatening situation, or if a very serious safety hazard is noted, then the employee should take immediate steps to notify her/his Supervisor and/or the Office of the President. Other employees or passers-by in the area should be warned of the hazard and, if possible, a person left to guard the area until someone comes to correct the problem or to take charge of the situation.

6. REPORTING ACCIDENTS OR INJURIES

Every accident, whether or not it results in injury or is a "near-miss" occurrence, must be reported to your Supervisor and/or the Office of the President within 24 hours. The Supervisor and/or President must provide when applicable, details for completion of a Form 7 to the Workplace Safety and Insurance Board. In those circumstances where the employee has no immediate Supervisor, or the Supervisor is absent, then the employee must contact the Office of the President.

The Supervisor, with the cooperation of the employee, will also be required to complete a Supervisor's Accident Report Form. These forms are examined by the Joint Health and Safety Committee and, if appropriate, corrective action may be recommended to make the workplace or job safer, and the employee more safety conscious. All names are kept strictly confidential within the Committee. Remember, every accident or "near-miss" must be reported.

6.1 During Normal Working Hours

Critical Injury

If, during normal working hours, the Worker has sustained a "critical injury," dial 911, as quickly as possible, and request ambulance assistance. **Remember: first dial "9" for an outside line, and then dial 911.** To assist ambulance personnel in locating the patient/victim, please notify Laurentian Security by dialing 705-673-6562 or extension 6562. Security is prepared to assist you in this regard by initiating a follow-up call to the ambulance, if required, and provide First Aid, Cardio Pulmonary Resuscitation (CPR) or Assisted External Defibrillation (AED), if necessary.

In the interim, if time permits, call or ask another person to call Health and Wellness Services to advise them of the occurrence. They may be in a position to offer help or advice until the ambulance arrives.

Definition of Critical Injury

The Occupational Health and Safety Act, Regulation 834, defines "critical injury" as follows:

"1. For the purpose of the Act and its Regulations 'critically injured' means an injury of a serious nature that,

- (a) places life in jeopardy;
- (b) produces unconsciousness;
- (c) results in a substantial loss of blood;
- (d) involves the fracture of a leg or arm, but not a finger or toe;
- (e) involves the amputation of a leg, arm, hand or foot, but not a finger or toe;
- (f) consists of burns to a major portion of the body; or
- (g) causes the loss of sight in an eye."

Notification of Critical Injury

Section 51(1) of the Occupational Health and Safety Act requires the Employer "to notify the Ministry of Labour Inspector, Health and Safety Representative, Joint Health and Safety Committee, trade union, if any, immediately of the occurrence involving a critical injury, and within 48 hours of the occurrence send to a Ministry of Labour Director a written report of the circumstances of the occurrence containing such information and particulars as the regulations prescribe including the names and addresses of injured parties, witnesses, and physicians or surgeons involved."

Therefore, it is important that the Office of the President be advised of the critical injury as quickly as possible so that they may comply with this requirement. As indicated previously, this would normally be done by the supervisor, but in some

circumstances could also be done by the employee, a co-worker, or some other person.

Preserving the Accident Scene

It is important to fully protect the scene of any critical accident. In this regard, Sec. #51 (2) of the O.H.S. Act states that:

"(2) Where a person is killed or is critically injured at a workplace, no person shall, except for the purpose of, (a) saving life or relieving human suffering; (b) maintaining an essential public utility service or a public transportation system; or (c) preventing unnecessary damage to equipment or other property, interfere with, disturb, destroy, alter or carry away any wreckage, article or thing at the scene of, or connected with, the occurrence until permission so to do has been given by an Inspector."

Non-Critical Injury

In case of a non-critical injury during normal working hours, whether it requires treatment or not, the employee shall inform her/his immediate Supervisor, and report directly to LU Health and Wellness Services located on Student Street in the Single Student Residence. The Nurse and/or Doctor on duty will provide any required first-aid treatment and will give the Worker an Incident Report outlining the treatment given. The employee will then take the Incident Report to the Doctor of her/his choice if further treatment is required, or if directed to return to work will give the Incident Report to her/his Supervisor upon return to the workplace. The employee must report to Health and Wellness Services before leaving campus to see a Doctor or going home. If the office of Health and Wellness Services is closed, the employee should contact Security.

6.2 After Normal Working Hours

Critical Injury

In case of a "critical injury" after normal working hours, dial 911 to request ambulance assistance as quickly as possible. **Remember: first dial "9" for an outside line, and then dial 911.** To assist the ambulance personnel in locating the patient/victim on campus, please notify Laurentian Security by dialling 705-673-6562 or extension 6562. Security is prepared to assist you in this regard by initiating a follow-up call to the ambulance, if required, and provide First Aid, Cardio Pulmonary Resuscitation (CPR) or Assisted External Defibrillation (AED), if necessary.

The employee must notify her/his immediate Supervisor and the Office of the President of the incident as soon as possible. Please remember that the employer has an obligation under the Occupational Health and Safety Act to

report to the Ministry of Labour, and others, any critical injury suffered by an employee on campus, regardless of the time of occurrence. (See “Notification of Critical Injury” section above.)

Non-Critical Injury

Employees who require medical treatment for a non-critical injury after normal working hours, should proceed to the Emergency Department of the nearest hospital offering this service, after first having notified Laurentian Security. If necessary, Security is prepared to offer you transportation to the hospital. The following day, the employee must notify her/his immediate Supervisor of the incident.

Security Emergency Number

Any injury occurring after normal working hours, whether requiring treatment or not must be reported to Laurentian Security as soon as possible. The Security emergency telephone number is 705-675-6562 or extension 6562.

6.3 Workplace Safety and Insurance Board Reports

Reporting Accidents

Section 121 of the Workplace Safety and Insurance Act requires that “the employer shall notify the Board within three days after learning of an accident to a worker employed by her or him or if the accident necessitates health care or results in the worker not being able to earn full wages.”

The University has an obligation to report every injury involving medical aid or absence from work (lost time injury) to the Workplace Safety and Insurance Board within a specified period of time. Consequently, it is imperative that the accident reporting procedure, as outlined in Section 1, be complied with as quickly as possible. Human Resources and Organizational Development (Occupational Health and Safety) can be reached by calling extension 3016 or 3061.

Modified Work Program

Thorneloe University has a Return to Work Program in accordance with the Workplace Safety and Insurance Act. This program is intended to assist with early and safe return to work for individuals who have suffered a work-related injury.

Failure to Comply

Failure to follow the above-noted procedures may jeopardize the earnings and/or affect any subsequent claim of the employee for Workplace Safety and Insurance benefits. If you have any questions regarding any of the foregoing items, please contact the Office of the President, or your representative on the Joint Health and Safety Committee.

7. EMERGENCY PROCEDURES

Emergencies in the workplace can occur in various forms, such as fire, explosion, gas leak, chemical spill, power outage, bomb threats and violence, which are covered in the Thorneloe University formal emergency plan. Your supervisor should discuss emergency procedures specific to your work area.

7.1 Laurentian Security Services

A team normally comprised of one female and one male Security Officer is available 24 hours per day, seven days a week. The officers have acquired First Aid, Cardio Pulmonary Resuscitation (CPR) and Assisted External Defibrillation (EAD) Training, and are prepared to deal with safety and security issues which affect you.

For assistance or information, please call 705-673-6562 or extension 6562.

7.2 Laurentian Health and Wellness Services

Health and Wellness Services is on campus to serve your needs. With usually a Doctor, Nurse Practitioner and Registered Nurses on duty during the normal work week, they have the personnel and expertise to treat you promptly and effectively and the means to quickly arrange for ambulance service or any other specialized treatment that may be required.

They can be reached by calling extension 1067 during normal working hours. For assistance after normal working hours, please contact Security at 705-673-6562 or extension 6562.

7.3 First Aid

First Aid Station

The First Aid Station is located in the Photocopy/Mail Room (T-254). Laurentian Security Officers also carry a portable First Aid kit in their Security vehicles. In addition, a First Aid kit may be located in your work area. All First Aid treatment should be documented.

First Aid Person

In case of a non-critical injury during normal working hours, employees shall report directly to the Health and Wellness Services Office, where the staff is trained in First Aid and CPR. Security Officers are also trained in First Aid and CPR. Security services are available 24 hours per day.

First Aid Kits

First Aid kits are located in various areas in our buildings.

Assisted External Defibrillation (AED)

An Assisted External Defibrillation (AED) device is located in the Main Office (T-150).

7.4 Fire Safety Procedures

First Response

If you should be the first person to notice a fire, DO NOT attempt to extinguish it unless you are confident it can be done in a prompt and safe manner utilizing a hand-held re extinguisher. The first thing to do is to proceed to the nearest fire-pull station and pull the alarm. Then, if it can be done safely, telephone the local Fire Department by dialing 911. Remember, first dial "9" for an outside line, and then dial 911.

If possible, close your window, make sure the room is evacuated, close the office corridor door, and briskly exit the building following instructions of the Fire Warden(s).

Fire Alarm Testing

Fire alarm systems are tested on a regular basis, and this test should not be confused with an actual alarm condition. During test, the fire bells may ring for periods ranging from 10 to 20 seconds; however, during an actual alarm, the bells will ring for a minimum period of five minutes or until silenced by qualified personnel.

8. ENVIRONMENTAL/HEALTH AND SAFETY POLICIES AND PROGRAMS

8.1 Environmental Policy

Thorneloe University is committed to the principles of responsible environmental stewardship through all of the University's lands, activities and functions.

The University, following recognized guidelines, has also developed and implemented procedures for the collection and subsequent off-campus disposal

of a variety of waste chemicals and hazardous products used and generated within the workplace. Further information regarding this can be obtained by contacting Human Resources and Organizational Development (Occupational Health and safety).

8.2 Smoking Policy

A Smoking Policy is in effect on campus which complies with the City of Greater Sudbury's Smoke-Free Public Places and Workplaces By-law 2002-300 and the Smoke-Free Ontario Act.

Smoking is prohibited within all University buildings, vehicles, enclosed public places and enclosed workplaces (areas covered by a roof). Smoking is also prohibited within nine meters (30 feet) of any entrance or exit at all University buildings.

8.3 Policy on Harassment and Discrimination

The goal of this policy is to promote a working and learning environment that is free of discrimination and harassment, to protect the health, safety and security of the University community, to outline rights, responsibilities and types of behaviour, which fall within the scope of this policy, and to outline procedures for handling and resolving complaints. This policy applies to all faculty, staff, students, volunteers, visitors and contractors.

If you believe that you are being harassed or discriminated against, the first thing is to tell the person to stop and tell them that such behaviour is inappropriate. You may also wish to consult with the Laurentian Office of Equity, Diversity, and Human Rights.

Confidentiality will be maintained at all times, unless the safety of members of our community is at risk or subject to the disclosure requirements under this Policy, the Freedom of Information and Protection of Privacy Act or any other applicable legislation.

8.4 Policy on Workplace Violence Prevention

The goal of this policy is to promote a safe and healthy workplace free from actual, attempted or threatened violence. The University recognizes that workplace violence is a safety and security issue and will take reasonable precautions to prevent workplace violence and to protect employees at the workplace.

9. EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

Thorneloe University has an excellent Employee and Family Assistance Program (EFAP) in place which is available to all members of the Laurentian community and is equipped to deal with problems ranging from drug and alcohol abuse to social, emotional, family, and health problems. For further information, please contact the Program Coordinator, at Health and Wellness Services, extension 1055.

10. IDENTIFICATION AND INSTRUCTION ON SPECIFIC WORKPLACE HAZARDS

The Identification of hazards in your workplace is key to preventing accidents. Hazards can be classified in four main groups:

- Physical Hazards will be present in most workplaces at one time or another. Examples of physical hazards include electrical hazards, unguarded machinery, loud noise and exposure to extreme heat or cold.
- Chemical Hazards are present when a worker may be exposed to any chemical in the workplace in any form. The Workplace Hazardous Materials Information System (WHMIS) is designed to make sure workers have the information they need to evaluate the hazards and take action to protect themselves.
- Biological Hazards derive from working with animals, people or infectious plant materials. Training for those working with products such as blood, fungi, bacteria, viruses is required.
- Ergonomic hazards occur when the type of work, body position and working conditions put strain on the body. Ergonomic hazards may include poor posture, repetition, force, improperly adjusted chairs to name a few.
- Safety hazards include risks involved when working with tools, machinery, materials, handling, tractors, welding, etc. Also covered are prevention of slips, trips and falls, as well as driving tips and working safely with compressed air.
- Psychosocial hazards are any hazards that affect the mental well-being or mental health of the worker and may have physical effects by overwhelming the individual coping mechanisms and impacting the workers' ability to work in a healthy and safe manner. Some examples include bullying, harassment, and workplace violence.

Dealing with Hazards

RACE is a commonly used process for dealing with hazards. RACE stands for Recognize, Assess, Control and Evaluate. These steps, when done in order, help the workplace identify and control hazards.

- Recognize where there are potential hazards in the workplace.
- Assess the hazard. You need to understand how likely it is that a worker will get hurt or made sick by the hazard.

- Control the hazards by looking for ways to get rid of the hazard or to make the job safer.
- Evaluate how well the hazard controls are working.

Your supervisor will introduce you to any specific workplace hazards, policies, procedures and/ or precautionary measures pertaining to your work area. Some of these policies/procedures can include, but are not limited to:

Asbestos Management Program
 Confined Space Procedures
 Working at Heights Procedures

10.1 WHMIS Regulation

The Workplace Hazardous Materials Information System (WHMIS) is a Regulation under the O.H.S. Act. WHMIS places responsibilities on the Employer to:

1. ensure that all containers of hazardous materials brought into the workplace have a WHMIS Label attached; as well as a Workplace Label for containers originating from within the workplace;
2. obtain from suppliers a Safety Data Sheet (SDS) for any products brought into the workplace which fall under the hazard criteria set out in the Controlled Products Regulations under the federal Hazardous Products Act and to make these SDSs available to all workers within the workplace; and
3. to set up a Worker Education System to make workers aware of the legislation and to instruct them about the content and significance of labels and SDSs; how to work safely with hazardous materials; the proper procedures for disposal of hazardous wastes; the use and care of personal protection equipment (PPE); and what to do in the event of an emergency such as a fire or chemical spill within the workplace.

All full-time and part-time employees (staff, faculty, student employees, etc.), regardless of the level in the organization, must receive WHMIS generic training. All employees who work with controlled products must also receive workplace specific training.

Employees will be advised of upcoming dates for WHMIS generic training. WHMIS training is also available on-line (on D2L).

10.2 Ergonomic Procedures

Thorneloe University values the role of its employees and strives to provide resources that will allow them to implement the ergonomic program. The University seeks to create an ergonomically-informed workforce and promote a

culture wherein employees are encouraged to make reasonable improvements at their work sites. In an attempt to improve the awareness of Musculoskeletal Disorders within the office setting, Laurentian University has created the Office Ergonomics Program to provide employees with information regarding this issue.

11. OTHER TRAINING PROGRAMS

All full-time and part-time employees (staff, faculty, student employees, etc.), regardless of the level in the organization, must receive health and safety awareness training.

Supervisors must ensure that employees under their direction, who are new, promoted, transferred or returning from an extended absence, attend health and safety awareness training as soon as possible.

12. TELEPHONE NUMBERS

Thorneloe University, Office of the President – 705-673-1730, x101

Laurentian Security, Risk Management and Parking Services – extension 6562

After Hours Emergency – 705-673-6562 (direct line) or extension 6562

Health and Wellness Services – extension 1067

POLICE – FIRE – AMBULANCE EMERGENCIES

Remember: First dial “9” for an outside line, and then dial 911.

13. ONTARIO’S HEALTH AND SAFETY SYSTEM PARTNERS

Ministry of Labour – www.labour.gov.on.ca – 1-877-202-0008

Develops, communicates and enforces occupational health and safety requirements and employment standards.

Workplace Safety Insurance Board – www.wsib.on.ca – 1-800-387-0750
Administers Ontario’s no-fault insurance for employers and their workers.

Public Services Health and Safety Association – www.pshsa.ca – 1-877-250-7444

Provides sector specific consulting, training, products and services. Serves health, education and municipal sectors.

Occupational Health Clinics for Ontario Workers – www.ohcow.on.ca – 705-523-2330

Dedicated to the identification and prevention of work-related illnesses and injuries.

Workers Health and Safety Centre – www.whsc.on.ca – 705-522-8200

Provides the highest quality training to workplaces of every size and sector.

Policy Approved by the JHSC: June 8, 2018

To be reviewed by the JHSC: June 2019

Thorneloe University



Violence Prevention in the Workplace

<u>Category:</u>	Governance
<u>Administrative Authority:</u>	President and Provost
<u>Approval Authority:</u>	The Executive Committee of the Board of Governors
<u>Approval Date:</u>	June 2, 2010
<u>Effective Date:</u>	June 15, 2010
<u>Latest Revision Date:</u>	June 2, 2010
<u>Next Review:</u>	1 year

Bill 168, which amends the *Occupational Health and Safety Act* (OHSA) to require worker protection from violence and harassment in the workplace, came into effect on June 15, 2010. Bill 168 requires an employer to prepare written policies with respect to workplace violence and workplace harassment.

The management of Thorneloe University is committed to the prevention of workplace violence and is ultimately responsible for worker health and safety. We will take whatever steps are reasonable to protect our employees and other affiliated individuals from workplace violence from all sources. Workplace violence is:

- The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker.
- An attempt to exercise physical force by a person against a worker, in a workplace, that could cause physical injury to the worker.

- A statement or behaviour that is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in workplace, that could cause physical injury to the worker.

Violent behaviour in the workplace is unacceptable from anyone. This policy applies to all who are present on Thorneloe University property – faculty, students, staff, users of facilities, visitors, etc. Everyone is expected to uphold this policy and to work together to prevent workplace violence.

There is a workplace violence program that implements this policy (see Appendix 1). It includes measures and procedures to protect employees and other affiliated individuals from workplace violence, a means of summoning immediate assistance and a process for reporting incidents, or raising concerns. (For these measures and procedures, see Appendix 1)

Thorneloe University, as the employer, will ensure this policy and the supporting program are implemented and maintained and that all employees have the appropriate information and instruction to protect them from violence in the workplace.

Every employee must work in compliance with this policy and the supporting program. All employees and other affiliated persons are encouraged to raise any concerns about workplace violence and to report any violent incidents or threats. (See Appendix 1.)

The administration pledges to investigate and deal with all incidents and complaints of workplace violence in a fair and timely manner, respecting the privacy of all concerned as much as possible. (See Appendix 1.)

Signed: _____ President Date: _____

The "Thorneloe University Harassment and Discrimination Policy" policy should be consulted whenever there are concerns about harassment in the workplace.

Appendix 1: Workplace Violence Procedures¹

1. The University:

- a. Will dedicate sufficient attention, resources, and time to identify and address factors that contribute to workplace violence including but not limited to, bullying, teasing, abusive, and other aggressive behaviour, and to prevent and protect against it;
- b. Will communicate to its employees information in its possession about factors contributing to workplace violence;
- c. Will assist employees who have been exposed to workplace violence;
- d. Will identify all factors that contribute to workplace violence including:
 - i. Experience in dealing with those factors and with workplace violence including violence in similar workplaces and domestic violence;
 - ii. The location and circumstances in which the work activities take place;
 - iii. The employee's reports of workplace violence or the risk of workplace violence;
 - iv. The University's investigation of workplace violence or the risk of workplace violence; and
 - v. The measures that are already in place to prevent and protect against workplace violence.

2. Assessment and Controls:

The University will assess the risk by taking into account the following:

- a. The nature and design of the work activities, conditions and surrounding environment;
- b. The potential for domestic violence in the workplace;
- c. The frequency of situations that present a risk of workplace violence;
- d. The severity of the adverse consequences to the employee exposed to a risk of workplace violence;
- e. The observations and recommendations of management, the health and safety committee/representative, and of the employees; and
- f. The measures that are already in place to prevent and protect against workplace violence.

Following the assessment of the risk, the University will develop and implement systemic controls to eliminate or minimize risk²:

¹ Ultimate HR Manual Newsletter, October 2008, Number 4, pages 4-5. and Ontario Government Passes Workplace Violence Legislation Newsletter, Hicks Morley, December 10, 2009

² Ultimate HR Manual, CCH Canada Limited, December 2009, Number 55

The University will take reasonable precautions to protect workers who are at risk of physical injury from violence in the workplace.

- a. Managers and supervisors will alert certain workers of the risk of workplace violence from persons with a history of violent behaviour.
- b. The University will provide workers who may encounter such persons at work with as much information as needed, including personal information, to protect the workers from physical injury.
- c. The University acknowledges an employee's right to refuse work if they believe they are at risk of physical injury due to possible workplace violence;
- d. The workplace health and safety committee/representative and others will be notified if a worker is disabled or needs medical attention due to workplace violence.

3. Review:

At least every three years the University will review all measures, policies and procedures put in place to prevent, minimize, and/or control workplace violence to ensure effectiveness or to adjust to any changes that would compromise the effectiveness of those measures, policies, and procedures.

4. Notification and Investigation:

- a. If someone is a witness to or a victim of workplace violence, please call 911 and/or Campus Security immediately, as well as Dr. Robert Derrenbacker, the President and Provost of the University. The President and Provost will investigate the matter.
- b. When the University becomes aware of workplace violence or alleged workplace violence, it will attempt to resolve the matter with the employee as soon as possible.
- c. If the matter is unresolved, the University will appoint a competent person to investigate the workplace violence and provide that person with any relevant information that can be disclosed without prohibition by law and that would not reveal the identity of the persons involved without their consent.
- d. Upon completion of the investigation the organization:
 - i. Will keep a record of the report;
 - ii. Will provide the health and safety committee or representative with a copy of the report providing any relevant information that can be disclosed without prohibition by law and that would not reveal the identity of the persons involved without their consent; and
 - iii. Will adapt or implement controls to prevent a recurrence of the workplace violence.

5. Training:

The University will provide information, instruction, and training on the factors that contribute to workplace violence that are appropriate to the workplace of each employee exposed to workplace violence or a risk of workplace violence.

The information, instruction, and training, includes the following:

- a. The nature and extent of workplace violence and how employees may be exposed to it;
- b. The communication system established by the Organization to inform employees about workplace violence;
- c. Information on what constitutes workplace violence and on the means of identifying the factors that contribute to workplace violence;
- d. The workplace violence prevention measures that have been developed; and
- e. The Organization's procedures for reporting on workplace violence or the risk of workplace violence.

APPENDIX F**SUMMARY OF IMPORTANT DATES**

DEADLINE	STEP	ARTICLE
July 1	Earliest date to apply for renewal, tenure, and promotion	4.30.1 4.45.3 c
July 1	Deadline for President to communicate timetabling of teaching load	4.80.02
July 1	Professional Allowance credited to the Member's account	4.95.7
July 1	Deadline for President to submit sabbatical plan; deadline for President to inform a Member of the need to postpone her/his sabbatical plan	5.20.04 a 5.26.6 a
August 1	Request to the President to postpone tenure application by a year	4.40.4
September 1	President renders his decision regarding requests for postponement of tenure application	4.40.4
September 30	Deadline to apply for renewal, tenure, and promotion to the President	4.30.1 4.45.3 c
September 30	Normal deadline to apply for sabbatical; normal deadline to apply for study leave	5.20.04 b 5.25.3 a
October 1	Deadline to apply for Special Voluntary Early Retirement (or April 1)	App. C 4
October 10	The Steward of the Association determines which Members are eligible to serve on the APC and strikes a committee of five. He also invites a Dean to serve as Chair of the APC	
October 10	Deadline to submit the documentation to be considered by the APC: → an updated <i>curriculum vitae</i> → a copy of the research and creative works the applicant wishes to have considered in the examination of the application, it being understood that the applicant may attach a clear and detailed description of these works when the works are such that their physical submission is not practical → a teaching dossier → the names and required data for Laurentian and External referees, either optional or required	4.30.2 4.40.3 4.40.5 4.20.2 4.25.4
October 20	Deadline for President and APC delegate to request letters from the referees	4.30.3
October 31	The Board provides the LUFA office at Laurentian with documents	2.40.2

November 1	Deadline for Faculty Council to submit recommendation for/against sabbatical applications	5.20.05 a
November 15	Referees to submit their letters	4.30.4
December	Deadline by which APC must start its deliberations.	
December 1	Deadline for President to inform Member about application for Special Voluntary Early Retirement (or June 1)	App. C 6
December 15	APC's recommendations forwarded in writing to the President	4.30.5 4.35.2 b
January 15	President to inform the candidate and APC Chair and delegate	4.30.6
January 15	Deadline for President to communicate his decision regarding sabbatical applications	5.20.05 b
February 1	Normal deadline of written agreements for voluntary overload teaching for the Spring/Summer session	4.80.05 a.3
April 1	Deadline to apply for Special Voluntary Early Retirement (or October 1)	App. C 4
May 1	Deadline for Member to request postponement of leave	5.20.06 b
June 1	Deadline for President to submit assigned workload to Members	4.80.02
June 1	Normal deadline of written agreements for voluntary overload teaching for the Fall/Winter session	4.80.05 a.3
June 1	Deadline for President to inform Member about application for Special Voluntary Early Retirement (or December 1)	App. C 6
June 15	Deadline to submit annual report	4.50.2
June 15	Deadline for APC to submit report	6.20.5 c
June 30	Deadline for all procedures for the evaluation of academic performance of Members to be completed	6.20.2

COLLECTIVE AGREEMENT

between

The Board of Governors
of Thorneloe University
and
The Canadian Union of
Public Employees, Local 895

2019-2022

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ARTICLE 1.1 - TITLE

The official title of this Agreement shall be 'The Collective Agreement between the Canadian Union of Public Employees and its Local 895 and the Board of Governors of Thorneloe University'. Hereinafter, this title shall be referred to as the Agreement.

ARTICLE 1.2 - DEFINITIONS

For the purpose of this Agreement the following words shall bear the definition indicated herein except as otherwise provided in this Agreement:

1. **Academic Year** shall mean the twelve (12) calendar-month period commencing on the 1st day of July and ending on the 30th day of June following in any year;
2. **Act or Thorneloe University Act, 1960-61** shall mean the Act to Incorporate Thorneloe University;
3. **Bargaining Unit** shall mean the Bargaining Unit of the Canadian Union of Public Employees (CUPE);
4. **Board of Governors or Board** is the body referred to by that name and defined in the Thorneloe University Act, 1960-61;
5. **Sessional Member** shall mean a person employed as sessional academic staff of Thorneloe University of Laurentian University save and except Senior Administrators, Instructors in the School of Theology, and persons covered by the Collective Agreement between the Laurentian University Faculty Association and Thorneloe University, within the bargaining unit described in the certificate and decision of the Ontario Labour Relations Board dated 25 June 1996, which is attached as Appendix A and deemed to form part of this collective agreement;
6. **Employer** shall mean the Board of Governors, or its successors, or officers delegated by the Board to act on its behalf;
7. **Immediate Family** shall mean a spouse either in law or in common law, sibling, parent, or child;
8. **Parties** shall mean the Board of Governors of Thorneloe University and the Bargaining Unit of the Canadian Union of Public Employees;
9. **President** shall mean the President of Thorneloe University or the President's Board-appointed designate;
10. **Senate** is the body referred to by that name and defined in the Thorneloe University Act, 1960-61;
11. **University** is the body constituted as Thorneloe University, as defined by the Thorneloe University Act, 1960-61;
12. **Session** shall mean either or both Terms of the Winter Session (from September to December or from January to April) or the Spring Session (from April to July) as per the Laurentian University Calendar;
13. **Course credits** shall mean the number of credits assigned to a course by the University Senate and as indicated in the Laurentian University Calendar;
14. **Course Lecturer** shall mean a person employed to teach an on-campus course

offered by Thorneloe University in the Laurentian University program at any of the Fall, Winter, or Spring Terms of an Academic Year;

15. **Course Writer** shall mean a person employed to write or revise a distance education course to be offered by Thorneloe University through Laurentian University;
16. **Course Co-ordinator** shall mean a person employed to supervise and instruct a distance education course offered by Thorneloe University in the Laurentian University program at any of the Fall, Winter, or Spring Terms of an academic year.
17. **Copy-editor** shall mean a member of the bargaining unit employed to edit distance education manuals and other "Thorneloe materials" for grammatical correctness and textual accuracy.

ARTICLE 1.3 - DEADLINES AND TIME LIMITS

1. Deadlines and time limits expressed throughout this agreement are binding on the parties, except as expressly referred to herein.
2. In the event that the Thorneloe Part-time Steward is absent for two (2) or more consecutive days due to illness, leaves, vacation or other valid administrative or academic reasons, the Bargaining Unit may appoint another sessional Member as steward during the period of inaccessibility. The Bargaining Unit will notify the President of such substitution prior to any activity being carried out by the replacement.
3. In the event that the President is absent for two (2) or more consecutive days due to illness, leaves, vacation or other valid administrative or academic reasons, the deadlines for the Employer's responses or actions throughout this agreement shall be deemed to be extended by the length of such absence not to exceed 4 weeks. Where the need for such extension has occurred, the President will so notify the Bargaining Unit at the time of responding to or acting on the issue concerned, or shall name a delegate to act on behalf of the President.

ARTICLE 1.4 - COPIES

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

ARTICLE 2.1 - PURPOSE OF THE AGREEMENT

It is the purpose of this Collective Agreement:

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

ARTICLE 2.2 - THE OBJECTS AND PURPOSES OF THE UNIVERSITY

Thorneloe University shall be carried on as a Christian school of learning subject to section (7) of the Thorneloe University Act 1960-61. The objects and purposes of the University, as set out in the Act, are:

- 1. The advancement of learning and the dissemination of knowledge; and
- 2. The intellectual, social, moral and physical development of its members and the betterment of society.

The parties agree to co-operate in the pursuit of these objects and purposes.

The Mission Statement the University is:

Thorneloe University is an interdisciplinary centre of teaching, learning and research in the humanities, the arts and theology.

A founding member of the Laurentian University federation and affiliated with the Anglican Church, Thorneloe provides an accessible education fostering critical inquiry in a student focused environment.

The parties agree to co-operate in the pursuit of these objects and purposes and mission.

ARTICLE 2.3 - ACADEMIC FREEDOM

- 1. In addition to their legal rights as citizens, Members have the right to academic freedom. Academic freedom is the right to search for truth, knowledge and understanding and to express freely what one believes. The University as an institution and the community of its scholars have a duty to protect and defend the search for knowledge and truth by all who enquire, teach, and learn under its auspices. They shall be free to carry out research and to publish its results, free to teach, to discuss and to criticize both the University and the wider society it serves. However, in doing so they shall maintain the proper academic tradition of reasonable discussion.
- 2. Academic freedom entails the obligation to base all research and teaching on a responsible search for truth and knowledge. It requires the fulfilment of responsibilities to other Members of the teaching and learning community. It requires the acknowledgement of the work of others and the acceptance of responsibility for one's own beliefs and utterances.

Academic freedom does not confer legal immunity.

ARTICLE 2.4 - NO DISCRIMINATION

1. The Parties agree to carry out the terms of this Agreement in accordance with the terms of the *Ontario Human Rights Code*.
2. The parties agree, however, that no person shall take part in formal discussions or vote with respect to the determination of any term or condition of employment of a Member of her/his immediate family.
3. The choice of the most competent person for the post as described in an approved job description or advertisement will not constitute discrimination.
5. There shall be no discrimination with respect to any Member arising from membership or activity in the Union, or from a failure to join or participate in the Union.

ARTICLE 2.5 - ACCOMMODATION EARLY AND SAFE RETURN TO WORK

1. The employer agrees to make every reasonable effort to provide suitable modified or alternate employment to Members who are temporarily or permanently unable to return to their regular duties, as a consequence of an occupational or non-occupational disability.
2. The Employer and the Union will review cases of this nature on an individual basis. It shall be the responsibility of the Joint Consultative Committee to investigate and find means, if any, to accommodate disabled workers without adversely affecting other members of the bargaining unit.
3. Modified or alternate duties encompass any job, task, or combination of tasks or functions that a Member who suffers from diminished capacity, temporarily or permanently may perform safely.
4. In consideration of accommodating a disabled Member the following shall apply in the order listed below:
 - First, the disabled Member's present course assignment shall be considered for modification.
 - Second, course assignments within the bargaining unit shall be considered.
 - Third, available positions outside the bargaining units shall be considered.
5. The Employer has the right to ask for a physician's report describing what, if any, modifications may be required to accommodate a Member's disability. The disabled Member may be requested by the President to undergo medical examinations by qualified Health Practitioners mutually agreed to by the Parties and paid by the Employer where required.
6. It is understood that Members have an obligation to co-operate in the accommodation process.

ARTICLE 2.6 - WORKING ENVIRONMENT

The Employer acknowledges its responsibility to maintain facilities, services and general

working conditions which support the effective discharge by Members of their responsibilities as specified in Article (4.1). The Employer may determine the manner in which and the level at which facilities and services are provided to Members, on the understanding that the Employer will endeavour to maintain reasonable levels of working space, support services, including telephones, computing, printing, duplicating, library services, and other services that assist Members in their duties.

ARTICLE 2.7 - HEALTH AND SAFETY

The Employer acknowledges its responsibility to provide an environment intended to protect the health and safety of Members as they carry out their responsibilities. To that end, the parties agree to co-operate in achieving and maintaining compliance with the provisions of the Occupational Health and Safety Act and amendments, and related policies and procedures, including the Harassment and Discrimination Policy and the Violence Prevention in the Workplace Policy, as they apply to the Employer and its Employees.

The University and the Union have a zero tolerance policy of violence in the workplace.

Bill 168, which amends the *Occupational Health and Safety Act* (OHSA) to require worker protection from violence and harassment in the workplace, came into effect on June 15, 2010. Bill 168 requires an employer to prepare written policies with respect to workplace violence and workplace harassment. As a result, the University has a developed and published “Violence in the Workplace” policy. It is expected that Members will familiarize themselves with this policy. It is also expected that the policy will be reviewed periodically by the Joint Health and Safety Committee (JHSC).

Violence in the workplace shall be defined as the attempted, threatened or actual conduct of a person that causes or is likely to cause injury, and includes any threatening statement of behaviour that gives any person reasonable cause to believe that individuals are at risk of injury. Violence in the workplace includes the application of force, threats with or without weapons, severe verbal abuse and persistent sexual or racial harassment. It also includes personal harassment, psychological harassment, gender identity-based harassment, domestic violence, bullying, and situations covered by the Ontario Human Rights Act.

It is expected that employees will report incidents of violence in the workplace to their immediate supervisor, the union and the campus police, if required, and file an incident report detailing the incident including any related damage to property. Such incidents reported to a supervisor and the union will be jointly investigated and a summary report of such investigation will be provided to the co-chairs of the central joint health and safety committee.

The University and the Union recognize that counselling and/or support must be made available to assist employees affected by violence in the workplace. Such counselling, as determined by a medical practitioner, and any associated costs, will be paid by the University.

The University and the Union agree and employee affected by violence in the workplace, shall not lose wages, benefits and seniority.

The central joint health and safety committee shall work cooperatively to:

- Initiate approved measures designed to reduce or eliminate aggression and/or violence in the workplace.

- Ensure staff are knowledgeable and comply with mandatory training, as set out by the committee.
- Ensure staff adhere to mandatory safety protocols, procedures, reporting requirements and staff safety risk assessments.

The Occupational Health and Safety Act and an employee's right to refuse unsafe work and work stoppages, recognizes that:

- A worker can refuse to perform work when he/she has reason to believe that the work is likely to endanger the worker or another worker.
- Initiate, develop, establish and put into effect approved measures and procedures designed to reduce or eliminate aggression and/or violence in the workplace to protect the workers against the hazard of workplace violence.

ARTICLE 2.8 - SECURITY

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

ARTICLE 2.9 - EMPLOYMENT EQUITY

Thorneloe University and the Canadian Union of Public Employees support the principle of employment equity as defined by applicable legislation, and agree to develop policies which ensure that the opportunities for appointment, promotion, and the conditions of service for Members are equal for women and men.

ARTICLE 2.10 – ACCESSIBILITY FOR ONTARIANS ACT, 2005 (AODA)

The parties agree to co-operate in achieving and maintaining compliance with the provisions of the Accessibility for Ontarians with Disabilities Act (AODA) and its related policies as they apply to the Employer and its Employees.

ARTICLE 3.1 - RECOGNITION OF THE BARGAINING UNIT

The University recognizes the Canadian Union of Public Employees and its Local 895 as the exclusive bargaining agent for the bargaining unit as defined in the OLRB certificate and decision of 25 June 1996, which is attached to this Agreement as Appendix A and forms part of the Agreement.

ARTICLE 3.2 - RIGHTS AND PRIVILEGES OF THE BARGAINING UNIT

1. The Bargaining Unit shall have access to the internal postal services of the University. Normal practice of charging for external mail will apply. External mail will bear CUPE identification on the envelopes.
2. The Employer shall permit the Bargaining Unit to use University premises as

meeting rooms on the same basis as University organizations, and requests shall be made in advance through the University office.

3. Absence of Members on Bargaining Unit business shall be governed by Article 7.4 - Absence-General.

4. Representatives of the Employees shall have access to attend meetings with the Supervisory Personnel for the purpose of investigation, consideration and adjustment of Grievances, or any other business pertaining to this Collective Bargaining Agreement. The Parties shall endeavour to schedule meetings outside teaching hours.

5. New Employees

On commencing employment in a position within the bargaining unit, the employee's immediate supervisor or other representative of the employer will introduce the new employee to their Union Steward or Representative, as designed by the Union.

6. Orientation Sessions

Where the employer conducts staff orientation sessions, the union will be provided an hour during such session to make a presentation about membership in the Union. The employer will leave the room during the union presentation. The union will provide the employer with copies of materials used in such session and will not disparage the employer during the presentation.

7. Notification of New Hires

The union shall be notified of the full name, position and employment status (e.g. full-time, part-time, temporary, seasonal, casual) start date and work location of all employees hired into the bargaining unit prior to their first day of employment.

8. Bulletin Boards

Having a predictable space in the workplace for members to access posted notices and information assists in building the Union profile in the workplace and is an important tool to share information. These bulletin boards need to be in highly visible locations and controlled by the union.

ARTICLE 3.3 - DUES CHECK-OFF

1. Employees shall be required to join the Union as a condition of employment. Except as hereinafter specified, the Employer shall deduct once monthly during the term of this Agreement from the salary of each Member monthly dues or other assessments for general CUPE purposes uniformly and regularly payable as authorized in accordance with the Constitution and By-laws of CUPE and certified in writing to the Employer by the Union.
2. The Bargaining Unit of CUPE shall request the deduction of no more than one amount from each Member each month. Such amount shall include both the monthly dues and other assessments and shall hereinafter be termed the monthly dues.
3. At the commencement of the Agreement, the Union shall advise the Employer in writing of the amount of its monthly dues. Thereafter the Bargaining Unit shall advise the Employer in writing of any change in the amount of deduction required, such notice to be

given at least thirty (30) days prior to the effective date of such change which shall be the first day of a month. The Union shall limit the change in monthly dues to no more than three (3) times per year.

4. Except as hereinafter specified, the amounts so deducted shall be remitted to the Union by the 15th of the month following the month in which the deductions are made together with a list specifying the names of those Members from whose salaries the aforementioned deductions have been made and the individual amount of each deduction. The Employer shall with the list aforesaid provide the names of all Members who have ceased to be employees of the University.
5. In the event the Bargaining Unit of CUPE wrongfully receives dues hereunder on account of an Employee who is not in this bargaining unit, or on account of a Member in this bargaining unit but in excess of the amount required, the Union agrees to reimburse the individual for the amount so received. The Union shall indemnify and save harmless the University against any action arising out of the wrongful deductions of money for Union purposes resulting from the Bargaining Unit of CUPE's instructions and the refusal of the Union to reimburse the individual.

6. Delay in Remitting

For any period of delay in remitting the sums listed in this Article, the Employer will pay the Union interest at the rate of prime plus 2 per cent per month or prorated if less than a month

7. T-4 Slip

The Employer will report the yearly amount of union dues paid by each employee on the employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

8. Leave with Pay for Compliance with Union Legal Disclosure Requirements

The Employer will grant leave with pay for a designated member of the Union to complete the reports needed to comply with any federal or provincial legislation that requires disclosure of union finances or other affairs.

9. Disclosure and Leave with Pay for Dues Collection and Authorizations

In the event that legislation is enacted that alters the current dues deduction or remittance, language as set out in this collective agreement or existing legislation, the Employer will provide:

1. An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees in the bargaining unit: name, employment status, classification/job title, branch, worksite, regular earnings, work schedule and total hours worked. The spreadsheet will be sent to the Union's Local Secretary-Treasurer and National Servicing Representative within 10 days of each pay period.

ARTICLE 3.4 - RECOGNITION OF THE EMPLOYER

The Union recognizes that the Employer has retained and shall possess and exercise all rights and functions, powers, privileges and authority including the determination of qualifications that the Employer possessed prior to the signing of this Agreement with the Bargaining Unit of CUPE, excepting only those that are clearly and specifically relinquished or

restricted in this Agreement, or modified by statute. The Employer undertakes that all rights and functions, powers, privileges and authority shall be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE 3.5 - CORRESPONDENCE

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

ARTICLE 3.6 - INFORMATION

1. *Use of Information*

The parties recognize that their mutual goals, stated in Article 2.2, can only be realized if both parties have access to necessary information required for effective collective bargaining and the proper administration of this Agreement. Both parties agree to use professional discretion in dealing with this information.

The Employer will provide to the Union a list of all employees in the bargaining unit. The list will include each employee's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and if available a personal e-mail.

The list will also indicate the employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual) and if the employee is on a leave of absence and the nature of the leave.

The employee's contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive by October 31st of each year.

2. *Information Provided by the Union*

The Union agrees to provide the Board with:

- a) copies of any statements or representations made or to be made publicly by the local Union on behalf of Thorneloe University staff or naming Thorneloe University prior to or at the same time as these are made public;
- b) an up-to-date copy of the constitution and by-laws of the Union;
- c) an up-to-date list of the Executive of the Union and the name of the Steward.

3. *Confidential Information*

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

4. *Additional Information*

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

ARTICLE 3.7 - THE ADMINISTRATION OF THE AGREEMENT

1. Liaison Persons

- a) The Steward and his/her alternate and the President or his/her alternate shall act as liaison between the two parties as required by this Agreement as well as co-ordinate and exchange information as per Article 3.6. When either party deems it advisable, its representative may be accompanied by no more than one (1) adviser.
- b) The parties are authorized from time to time to enter into memoranda of agreement with regard to the Collective Agreement. The parties may from time to time authorize other representatives in addition to the President and the Steward to sign these memoranda of agreement.

2. Joint Consultative Committee

The Parties agree to form a Joint Part-time Consultative Committee for the Administration of the Agreement, composed of two (2) representatives of each party.

- a) The Committee shall attempt:
 - i) to maintain and develop a spirit of co-operation and mutual respect between the parties;
 - ii) to facilitate better working relationships between the Board and the Union and Members;
 - iii) to discuss, review, and make recommendations to the parties on matters of concern to either party.
- b) The Committee shall meet once in November and, if either party requests it, once in February and at other times when deemed useful or necessary by mutual agreement of the parties.
- c) The Committee shall be chaired in alternation by a representative of the Board and a representative of the Bargaining Unit. The Chair shall be responsible for preparing and distributing the agendas and preparing minutes of meetings.
- d) The Committee shall determine its own procedures subject to the provision that a quorum shall consist of both representatives of each party.
- e) The Committee shall not have the power to add to or to modify the terms of this Agreement.

ARTICLE 4.1 - RIGHTS AND RESPONSIBILITIES AS TEACHERS

- 1. Sessional staff have an obligation to develop and maintain their scholarly competence and effectiveness as teachers within the area of their expertise. They shall inform their students regarding their methods of evaluation which have been approved by the Department/Programme Chair, consistent with Senate policies. They shall also inform

their students regarding their instructional methods and seek approval of the Faculty Council and of the President for changes in instructional methods involving increases in costs or significant departures from established practices, e.g. conversion of a lecture course to a reading course.

2. Sessional staff employed to teach distance education courses shall be expected to answer student's queries promptly and professionally. In addition, they shall be expected to return assignments within fifteen (15) school days of receipt of the assignment.
3. Teaching responsibilities for those teaching on-campus courses include being available for reasonable consultation with students at their teaching locale. Teaching responsibilities for those instructing distance education courses include being available for reasonable consultation with students by telephone, through D2L, or through e-mail.
4. Members teaching on-campus courses shall accept responsibility for participation in the effective operation of the University, including responsibilities for academic counselling, registration, and the supervision of examinations as appropriately assigned by the President. Members teaching distance education courses shall be available for consultation on matters relating to the effective operation of the University. In addition, Members teaching distance education courses shall provide timely and prompt responses to the Distance Education Coordinator regarding course(s), exam preparations, and related matters.
5. It is the responsibility of sessional staff to deal ethically and fairly with students and their academic colleagues in relation to their own teaching. Ethical and fair dealing with students and colleagues includes respecting the policy and procedure on Sexual Harassment, if and when such is approved by Senate and the Board. It is also the responsibility of Members to foster a free exchange of ideas including a discussion of differing views, to avoid discrimination, to respect the principles of confidentiality in a manner consistent with the performance of their academic role, and to acknowledge their indebtedness to students and their academic colleagues in relation to their own teaching.
6. Each Member shall have freedom of discussion. However, in the exercise of this freedom in the classroom reasonable restraint shall be used in introducing matters unrelated to the Member's subject or discipline.
7. Members shall be free to organize and to structure classroom activities and to adopt reasonable means to maintain a learning environment which is both productive and orderly.
8. Members shall follow the procedures and direction of the Chair/Co-ordinator of the Department/Programme responsible for the course being taught/co-ordinated/written, as well as the general Faculty Guidelines published annually for all full-time and sessional academic Members of Thorneloe University.
9. Members shall not alter or cancel scheduled instruction except with prior permission of the President in any but exceptional circumstances. Such permission shall not be unreasonably refused. Both parties agree that every reasonable effort will be made to notify the students affected. Timetable changes of a permanent nature require the prior permission of the President. Absences are governed by Article 7.3 - Absence - General.
10. Members are accountable to the President for fulfilling the conditions of their contracted employment as defined by their Collective Agreement, specifically including those

expectations defined by this Article 4.1 - Rights and Responsibilities as Teachers.

ARTICLE 4.2 - WORKLOAD

1. The workload of a Sessional member shall normally not exceed fifteen credits per Fall/Winter session. In order to reflect the difference in workload between on-campus teaching and instructing in distance education, distance education credits shall be calculated at 1 credit for every 14 students per four months, up to a maximum of 42 students for a 3-credit course or 84 for a 6-credit course.
2. The workload of a Course Writer shall normally consist of not more than one six credit course per academic year which may be in addition to assignments under (a) above.
3. In the case of multiple assignments at Thorneloe, the maximum workload shall be twenty-four (24) credits taught/instructed/written in a single year (July 1-June 30).
4. For the purpose of completing the Record of Employment, insurable hours will be calculated at 144 hours for a 3 credit course and 288 hours for a 6 credit course.

ARTICLE 5.1 - ANNUAL REPORTS AND ASSESSMENT OF A MEMBER'S PERFORMANCE

1. Good professional performance in teaching, co-ordinating, and writing shall form the basis of any on-going academic employment. Professional performance is evaluated yearly by the President, after consultation with the Department/Programme Chair of the program in which the relevant course is taught/instructed/written.
2. Sessional Lecturers and Sessional Course Co-ordinators shall submit a current C.V., an annual report on the form supplied, and student evaluations from the academic year concerning the teaching and co-ordination of the course, and a summary of any professional activity relating to the field of teaching of the appointment, to the President as of May 15 of each calendar year in which the Member has had an assignment. The President shall assemble all official course evaluations of the past academic year for those courses taught/co-ordinated.
3. The C.V., annual report, recommendation of the Department/Programme Chair and evaluations shall be reviewed by the President, and a written assessment of performance will be provided by June 30 of each year, or earlier if the assessment is needed in consideration for Establishment.

ARTICLE 5.2 - PERSONNEL FILES

1. Official Files

Official personnel files of a Member shall be kept by the President and are the property of the Employer. There shall be two types of files for Members, active files and archival files. Active files shall contain only information allowed under 5.2.4. Archival files shall contain material which has been banned for use in subsequent proceedings as in of this article but which the University requires for matters other than those related to this Collective Agreement.

2. *Right to Examine*

Members shall have the right to examine all of their personnel files during normal business hours, after notice in writing, in the presence of the President or a person authorized by the President. Material in the files which is to be held confidential according to the provisions of this Agreement will be removed from the files prior to their inspection by the Member. However, an inventory of this confidential material, certified by the President, will be provided to the Member when requested. Such inventory shall identify all confidential documents by authorship (if appropriate), date and general subject matter only.

3. *Copies*

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

4. *Content of Files*

- a) No anonymous material concerning any Member shall be kept by the Employer for inclusion in the Member's personnel file. Statistical summaries of student evaluations or written summaries of student comments unrelated to Senate sanctioned course evaluations, such summaries to exclude anonymous comments, shall neither be considered anonymous nor confidential and shall remain available when required by this agreement.
- b) Members shall have the right to have all of their files supplemented or corrected in the event of error, or inadequacy. In the event of alleged distortion, Members shall have the right to provide additional material for inclusion in their personnel files. Members shall have the right to request the removal from their personnel file of any false, irrelevant or unsubstantiated material. Such requests shall be made through the President as appropriate.
- c) Files shall include all official (statistical) evaluations of courses instructed/co-ordinated by Members, and also all annual reports/assessments written by the President to the Member per Article (5.1).

5. *Limitations on Use of Files*

- a) Letters of assessments received in relation to the appointment of a Member shall be confidential and shall not be submitted as evidence in any subsequent proceedings.
- b) Letters of reprimand are inadmissible evidence if used against a Member for any purpose when no further disciplinary measures have been imposed on the Member for two (2) subsequent academic years. Letters of direction or guidance are exempted from the provision. In advance of any proceedings involving the Member, the President shall remove such letters from the Member's personnel file and place them in a University archival file. The Member shall be notified that this has been done.

c) All letters or assessments solicited for use by the President for evaluation and any summaries thereof shall be kept confidential and used only for the purposes for which they were solicited up to and including arbitration.

6. *Confidential Information*

a) Confidential information may be used by the Employer in the course of proceedings to resolve a grievance. The detailed substance of such confidential information shall be made available at least one (1) week in advance of the hearing to Members or their duly authorized representative in a form which does not identify the author. For arbitration, reasonable efforts will be made to supply the information as soon as practicable, subject to the above.

b) Where in the opinion of an arbitrator the identity of the author is central to the resolution of the difference, the arbitrator shall be supplied with the information and may make use of it as essential to his decision while maintaining the confidentiality thereof.

c) In the case of an appeal against dismissal, the contents of the official personnel file shall be made available to the Member as a true copy if and when the formal grievance procedure has been initiated using the same protection of confidentiality as stated in paragraph a).

7. *Release of Information*

Except when required by law, the Employer agrees not to release any individually identifiable information concerning a Member or Members without the written consent of the Member(s), except as provided for in Article 3.6 - information.

ARTICLE 5.3 - SELECTION AND APPOINTMENT

1. Establishment is the recognition of good professional performance in a particular course over a defined period of time. It is the practice of granting preference to those Members for teaching assignments of a course in which they have met the conditions of this Agreement.
2. Sessional staff shall be entitled to Establishment with respect to teaching/co-ordinating for a particular course once they have met the following conditions:
 - a) Have instructed the course a minimum of three times in five consecutive offerings.
 - b) Have received overall satisfactory performance reviews from the President at least three times for the course taught.
 - c) Are not currently subject of any disciplinary proceedings.
3. Sessional Members may apply for Establishment status to the President by June 1st each year on the approved form.
4. Establishment will expire if the Member does not teach/instruct the course during three consecutive offerings.
5. Continuing Establishment
 - a) Continuing Establishment is the recognition of good professional performance in a particular course over a defined period of time. It is the practice of guaranteeing

the offering of the course following the pattern established during the past four years.

- b) Sessional staff shall be entitled to Continuing Establishment with respect to teaching/co-ordinating for a particular course once they have met the following conditions:
 - i. instructed the course with Establishment a minimum of three times in four consecutive offerings;
 - ii. have received overall satisfactory performance reviews from the President during the last three times the course has been taught; and
 - iii. are not currently subject of any disciplinary proceedings.
- c) In the event that Thorneloe elects not to offer a course for which a Member has Continuing Establishment, Thorneloe will offer another course of similar value that fits within the academic competency(ies) of the Member.
- d) Continuing Establishment, like Establishment, will expire if the Member does not teach/instruct the course during three consecutive offerings.

Members who have achieved establishment and/or continuing establishment in a course will not lose establishment as a result of a change to a course number, title, or a change in the number of credits, as long as the course content goals are not changed.

- e) Sessional members may apply for Continuing Establishment status to the President by June 1st of each year on the approved form.
6. The required qualifications for bargaining unit work assignments shall be available to Members in the form of Standing Qualifications.
- a) Each year prior to May 30th, the University shall post on the bulletin board and on an electronic mail out a list of those work assignments available to the bargaining unit. This notice shall indicate the closing date for applications, which shall be at least 21 working days after the posting. The qualifications set by the University shall be available to the Union and to applicants.
 - b) Sessional Members who have not taught/instructed/written courses in a consecutive twenty-four month period shall be deemed to have terminated their right to receive postings as per Article 5.3 (7) It is understood that this does not apply to Members who are on an approved leave of absence in accordance with Article 7 of the Collective Agreement.
7. The University reserves the right to adjust the qualifications required for teaching a course where such adjustment shall not disqualify a member of the bargaining unit who has previously taught that course.
8. Applicants shall apply for an assignment by submitting an application and a current *curriculum vitae* to the President. Only applications received on or prior to the closing date will be considered. Applications shall list the courses for which the Member is applying in order of preference.
9. Appointments to employment in teaching, writing and/or coordinating roles for other than full-time Faculty at Thorneloe University shall be made by the Board on recommendation

10. Re-appointments shall be made by the Board on recommendation from the President after s/he has consulted with the Department/Programme Chair, and only if the President has been able to make a positive evaluation of the courses taught/coordinated in the preceding academic session. 413
11. In considering applications for teaching and coordinating positions from Members, the President shall do the following:
- a) Identify those applicants with Establishment. Where there are two or more applicants with Establishment for the course, the University shall, where the qualifications, skills and experience of the applicants are relatively equal, award the position to the senior applicant, subject to (f) below.
 - b) Identify those applicants who have taught within the last twenty four months and have taught the course at least once, and with satisfactory performance review, subject to (f) below.
 - c) Give consideration to applications from other Sessional Members prior to selecting an outside applicant to fill the position, subject to (f) below.
 - d) Where there are no qualified applicants the University may fill the position at its discretion.
 - e) Seniority is accumulated as a point per term where a Member has completed an assignment. Seniority may be pro-rated in the event of an authorized leave in quarter points.
 - f) The President is not required to consider any application which, if successful, would result in the Member having a workload in excess of the restrictions in Article 4.2.
12. Normally, the University will make offers of work assignments to sessional staff by July 15th for the Fall term, November 15 for the Winter term and March 15 for the Spring term.
13. In the event of unforeseen circumstances, e.g.: resignations, leaves, operational issues, etc., and work assignments become available after June 15th, the University shall make reasonable use of the above described system, with date line modifications as necessary. If there remain fewer than 15 calendar days before the commencement of the course, the University shall make reasonable use of the consideration process of 11 a-d to contact Sessional members by phone and by e-mail before filling the position at its discretion.
14. Each offer of appointment shall specify the course number(s), the number of credits, terms and conditions of employment including salary, benefits, Establishment status (if any), and cancellation conditions if applicable. For new faculty, it shall be accompanied by a current edition of the Faculty Handbook outlining professional activity and employment at Thorneloe University. Duties are primarily related to the direction and oversight of the assigned course.
15. Neither Establishment nor Seniority nor any form of prerogative apply to positions, assignments, or revisions of Course Writer.
16. Members shall be provided with their Record of Employment on the last day of their work assignment and where they are not teaching/instructing or writing courses in the following

term.

ARTICLE 5.4 - DISCIPLINARY MEASURES

1. Discipline of Sessional Members by the Employer shall be only for just cause. The disciplinary measures taken shall be commensurate with the just cause.
2. A just cause for disciplinary measures shall include:
 - a) Serious unprofessional behaviour;
 - b) Failure to comply with any of the provisions of this Agreement, minor technical violations excepted.
3. Disciplinary measures may include reprimand, suspension, revocation of Establishment, or discharge, all of which shall be conveyed in writing to the sessional staff, specifying the grounds for the discipline.
4. If the President decides on discharge or revocation of Establishment, he shall advise the Sessional Member in writing, stating reasons.
5. Prior to instituting an appeal, the Member and a union representative may meet with the President to seek an adjustment of the decision or to discuss a complaint arising from the decision.
6. The Member shall have the right to request an appeal within twenty days of the receipt of that communication. The appeal shall be heard by a special committee of three Chairs of Departments/Programmes, who shall be randomly selected.
7. At the appeal, the Member shall have the right to be heard, to be accompanied by a union representative, to examine any evidence with at least five days' notice and to present submissions. The appeal body shall determine the case by simple majority and shall provide reasons for their decision.
8. Grievances of the appeal committee's decision shall be limited to allegations of discrimination, violations of academic freedom or significant procedural irregularity.
9. The employer agrees to remind participants in the appeal process of their obligation to maintain confidentiality of information acquired in the process.
10. Where an appeal is determined in favour of a Member, and where the course has been, or comes to be, scheduled for the following academic year, the Member, shall be assigned to and paid for such a course or courses unless offered further assignment. Any other Member assigned in anticipation of a determination against a Member against whom withdrawal of seniority is anticipated shall be entitled to compensation pursuant to Article 9.1, or in the event that the substitution is made after the add/drop date, on a pro-rated basis.
11. Withdrawal of Establishment actions must first be initiated (as per section 1 above) by 1 July in order to be effective for the subsequent academic year.

ARTICLE 5.5 - DISMISSAL PROCEDURES

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1. A dismissal means the termination for just cause of a sessional appointment before the end of the stated contractual period. The failure to renew a sessional appointment at the end of the defined term does not constitute dismissal.
2. Just cause shall be defined as:
 - a) Gross misconduct;
 - b) Failure to comply with any of the provisions of this agreement, minor technical violations accepted.
3. Cases involving the inability of a Member to perform reasonable duties by reason of physical or emotional illness shall be treated separately from cases of dismissal for cause.
4. The President of the University may, by written notice for stated cause, suspend Members from some or all of their University duties and withdraw some or all of their University privileges, in extraordinary circumstances.
 - a) If the President is satisfied that there is a *prima facie* case, the President shall initiate dismissal proceedings in the following manner. The President shall notify the Member of her/his intentions and request that the Member meet with the President, and such persons as the President may wish, for a discussion of the case. In this and all further proceedings, the Member may be accompanied by an advisor. If this attempt fails to settle the matter, or if the Member refuses to meet with the President, the Member shall be informed by the President, in writing, by registered mail, of the reasons for the dismissal proceedings against the Member in sufficient detail to enable the Member to prepare a response.
 - b) The President may dismiss the sessional staff after having considered the position of the Member.
5. If the Member's whereabouts are unknown to the University and CUPE, the meeting contemplated in (4a) above shall be dispensed with and the President may immediately give notice of dismissal by registered mail addressed to the Member's last known address.

ARTICLE 6.1 - GRIEVANCE AND ARBITRATION

If the Bargaining unit decides to proceed with a Grievance, then the Thorneloe part-time steward shall, within fourteen (14) calendar days of the alleged violation, take the written grievance to the President. The President shall schedule a meeting between the Parties, which may include the griever, which shall take place within ten (10) calendar days of the receipt of the grievance. A written answer from the President shall be given within five (5) calendar days of the meeting at this stage. Then, Stage Two may be invoked.

1. *Definition of a Grievance*
 - a) A grievance shall mean any difference arising between a Member, the Bargaining Unit or both, and the Employer as to the interpretation, application, and administration or alleged violation of the provisions of this Agreement subject to the restrictions in paragraph (2).

- b) A Member Grievance must be signed by the aggrieved Member. All grievances shall be dated and include:
 - i) the provisions of the Agreement that are alleged to have been violated, or improperly applied, or interpreted;
 - ii) the facts upon which the grievance is based;
 - iii) the remedy sought; and,
 - iv) the result of the complaint stage.
 - c) A grievance may be submitted no more than fifteen (15) calendar days since the occurrence of the alleged grievance.
2. The following decision will not be subject to grievance: appointment in the case where the Member has had an unsatisfactory performance review in that course.
 3. Grievances concerning revocation of Establishment subject to Article 5.4 shall proceed directly to Stage Two as set forth in this article.
 4. An Arbitration Board hearing a grievance related to appointment of non-renewal or Establishment shall be limited to the following remedies:
 - a) Remitting the matter back to the President or the appeal committee, with or without direction.
 - b) Remitting the matter to a different or newly constituted appeal committee.
 - c) An Arbitration Board may substitute its own remedy only when options a) or b) cannot be done without causing undue hardship.
 5. *Grievance Procedure:*
 - a) **COMPLAINT STAGE**

The Parties acknowledge the importance of communication before formalizing a dispute and the Union agrees to provide an opportunity for the President to adjust a complaint prior to filing a grievance under stage one.
 - b) **STAGE ONE**

If the Bargaining Unit decides to proceed with a Grievance, then the Thorneloe Part-time Steward shall, within fourteen (14) calendar days of the alleged violation, take the written grievance to the President. The President shall schedule a meeting between the parties, including the grievor, which shall take place within ten (10) calendar days of receipt of the grievance. A written answer from the President shall be given within five (5) calendar days of the meeting at this stage. Then, Stage Two may be invoked.
 - c) **STAGE TWO**

The Steward may within ten (10) calendar days after the reply at Stage One take the matter up with the Board or its designated representatives. A meeting shall take place within fourteen (14) calendar days of receipt of written notification by the Bargaining Unit. Either party may invite to the meeting persons whom they consider relevant to the grievance. A written answer shall be given by the Board within fourteen (14) calendar days of the meeting. Failing settlement at this stage, within fourteen (14) calendar days after the Board reply, the matter may be referred to arbitration in

6. *Extension of Time Limits*

Time limits may also be extended as per Article 1.3 - Deadlines and Time Limits. 417
There shall be no other extensions to the time limits as outlined in the Grievance Procedure herein unless by mutual written consent, which consent shall not be arbitrarily or unreasonably withheld by either party to this Agreement.

7. *Arbitration*

- a) Each of the parties to this Agreement shall bear the expenses of its appointee to the Arbitration Board. The expenses of the Chair and any cost of the place of hearing shall be assessed as designated in the Arbitration Award. Normally, these costs shall be shared equally.
- b) An Arbitration Board shall confine itself to the grievance submitted for arbitration and shall have no authority to determine any other issue or issues.
- c) An Arbitration Board shall not have any power to alter any of the provisions of this Agreement, nor to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement

8. *Single Arbitrator*

By mutual agreement the parties may elect to have a single arbitrator hear the matter in dispute instead of a three-person board. In such cases, the party wishing to submit the issue to arbitration should indicate in its notice of intent to arbitrate that it would like the matter heard by a single arbitrator. The recipient of the notice shall inform the other party within seven calendar days of receipt of the notice if it is agreeable or not to the matter being heard by a single arbitrator. Failing agreement within thirty days or such time as agreed by the parties, the above clause shall be followed. The single arbitrator shall be bound in the same manner as a Board of Arbitration with the necessary changes being made.

9. *Policy Grievances*

- a) General grievances are differences arising directly between the Association and the Employer concerning the interpretation, application, administration or alleged violation of this Agreement.
- b) It is understood that there is no grievance until the President and the Thorneloe Sessional Steward have had an opportunity to adjust the complaint as per 5.1.5(a) above. A grievance may subsequently be submitted in writing by either party and dealt with as a grievance commencing at Stage One.
- c) Any grievance by the Employer or the Union as provided herein shall be filed within thirty calendar days of the incident /decision which is the subject of the grievance.

10. *Group Grievances*

Where a number of Members in the University have identical grievances and each Member would be entitled to grieve separately, they shall present a group grievance in writing signed by each Member within fifteen (15) days following the occurrence or origination of the common circumstances giving rise to the grievance. The grievance shall

then be treated throughout the balance of the grievance as a single grievance.

ARTICLE 7.1 - COURT LEAVES (Course Lecturers only)

1. Leave of absence with pay shall normally be granted to any Member, other than a Member on leave of absence without pay, who is required to serve on a jury or to attend as a witness or an expert in a court of justice or before any legal or statutory body in Canada with power to compel the attendance of witnesses before it.
2. The Members shall notify their President in advance, in writing, and shall provide proof of their attendance if so requested.
3. Members shall attempt to make arrangements to ensure that their duties are properly carried out during the period of their absence.
4. Leave with pay does not apply to Members serving a sentence or appearing as a witness on their own behalf
5. When Members wish time off in order to pursue a civil action in court, the Members shall apply to the President for leave of absence without pay.
6. If Members are required to absent themselves from their duties to appear in court as a result of legal action taken against them in regard to matters arising out of the performance of their duties at the University, they shall not be penalized for such absence. Such an absence shall be governed by paragraph 2 of this Article.

ARTICLE 7.2 - COMPASSIONATE LEAVE

1. In the event of the death of a partner or son or daughter (including step-son and step-daughter, child of partner) the Member shall be granted a leave of absence of up to ten (10) working days with pay.
2. In the event of another member of a Member's family, the Member shall be granted a leave of absence of five (5) consecutive working days with pay. The term 'another member of a Member's family' means brother and sister, step-brother and step-sister, mother and father, mother-in-law and father-in-law, sister-in-law and brother-in-law, grandparents, guardians, grandchildren, daughter-in-law and son-in-law.
3. In the event of the death of an employee's nephew, niece, grand-parents-in-law, aunts or uncle, the Member shall be granted a leave of absence of one (1) working day without loss in pay.
4. For a longer period of absence, a Member may apply for leave without pay according to Article 7.4 (#7-10) - Leaves of Absence Without Pay.

ARTICLE 7.3 - ABSENCE - GENERAL

The University as a community of scholars requires the availability of its Members on a regular and on-going basis to ensure that the activities of the University, scheduled and unscheduled, can be carried out in an orderly manner.

1. Any absence shall not normally interfere with assigned and/or scheduled activities and the harmonious functioning of the University.

2. Any absence from campus affecting teaching duties shall be governed by Article 4.1 #9 which reads as follows 'Members shall not alter or cancel scheduled instruction except with prior permission of the President in any but exceptional circumstances. Such permission shall not be unreasonably refused. Both parties agree that every reasonable effort will be made to notify the students affected. Timetable changes of a permanent nature require the prior permission of the President.'
3. From Labour Day to Spring Convocation, absences of more than one (1) week require permission of the President. Shorter absences, including absences due to sickness, require notification to the President. When scheduled or assigned duties are affected by an absence, Members shall make suitable arrangements and advise the President of these arrangements.
4. For absences of more than one (1) week during the period from Spring Convocation to Labour Day, prior written permission shall be obtained from the President who shall not unreasonably withhold such permission.
5. Except where Members are on vacation, leave or other approved absence they must remain in communication with the University so that it is reasonably possible for the Employer to contact and/or recall them on short notice. Course coordinators who may be travelling while a distance education course is being taught are expected to continue to remain in regular contact with students and the Distance Education Coordinator.
6. It may in exceptional cases be necessary for the Employer to recall a Member who is on vacation, leave or formally approved absence as defined in #5. The University will not do so arbitrarily or unreasonably. In such cases, the University will bear reasonable transportation costs consequent upon any such recall.
7. Absences outside of the current contractual period (as covered above) of no more than one year's duration may be granted without pay under terms approved by the employer. Absences outside of the current contractual period of no more than two year's duration may be granted in situations where the Member seeks leave to upgrade academic qualifications. All such terms shall be set out in written form prior to the leave. All terms shall be communicated in written form to the Union for information prior to the leave. Permission for such leave shall not be unreasonably denied by the Employer.
8. An application for such leave shall normally be submitted in writing to the President at least six months in advance stating the purpose of the leave. An application for an extension should be made in writing to the President at least four months in advance. These time requirements may be waived in special circumstances.
9. Final approval rests with the President.
10. Leaves of absence without pay under this Article shall not normally exceed one year.

ARTICLE 7.4 - MATERNITY AND PARENTAL LEAVE

The Ontario Employment Standards Act provides specific rights and responsibilities with respect to leaves related to family responsibilities. These provisions will apply to Sessional Staff.

ARTICLE 7.5 - NORMAL RETIREMENT

The normal retirement age is 65 as per the *Employment Standards Act*.

ARTICLE 8.1 - PHYSICAL EDUCATION FACILITIES

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

ARTICLE 8.2 - EXEMPTION FROM TUITION FEES

1. Course Lecturers and Course Co-ordinators shall be entitled to exemption from tuition fees for credit courses taken at Laurentian University, subject to Laurentian University Regulations.
2. As an alternative to (#1) Tuition Bursaries for the full value of full-time or part-time credit-course tuition (excluding incidental fees) shall be awarded to those who meet the eligibility criteria and conditions for Tuition Fee Exemptions (above) and who have achieved a 70% average on admission (for new students) or on the last academic year in which the student was enrolled (returning students).
3. Members awarded a tuition bursary will not be eligible for the tuition exemption.

ARTICLE 9.1 - SALARY

(If Bill 24 is repealed, an additional 0.5% will be applied, retroactive to July 2019)

1. The salary rates for the 2019-2020, 2020-2021 and 2021-2022 Academic Years subject to the term set out below are as follows:

	2019-2020	2020-2021	2021-2022
3 Credit On-Campus	\$7866	\$7945	\$8024
6 Credit On-Campus	\$15732	\$15889	\$16048
3 Credit Distance Education (per student)	\$192	\$194	\$196
6 Credit Distance Education (per student)	\$384	\$388	\$392
3 Credit Course Writer	\$12122	\$12243	\$12365
6 Credit Course Writer	\$24244	\$24486	\$24730
3 Credit Guided Study	\$530	\$535	\$540
6 Credit Guided Study	\$1062	\$1073	\$1084
Copy editing	\$30 per hour		
Course revising	See Schedule 1		

2. The salary rates for on-campus courses reflect a 34-student class limit. In the event that an on-campus course has greater than 34 students at the Ministry count date for a term, the Member shall be paid a premium of \$150 per student over 34 for that term.

- a) In cases where an instructor is receiving remuneration on a per-student basis, the pay for the period between the start of classes and the ministry count date will be calculated on an enrolment count prior to the first pay date of the term. Remuneration after the ministry count date will be calculated on the enrolment of that date. The ministry count dates are 1st November, 1st of February and the 10th of June.
3. In the event that registration does not meet the minimum enrolment levels and the Member and the President are agreeable, the University may set the salary rates for elective courses with eight (8) or more students enrolled for credit as follows:

	Base Amount	2019-2020 per student	2020-2021 per student	2021-2022 per student
3 credit hour on-campus course	\$3299	\$283	\$286	\$289
6 credit hour on-campus course	\$6598	\$566	\$572	\$578

Courses with fewer than eight (8) students enrolled will normally be cancelled at the start of the term.

4. At no time will stipend exceed amount in (1)
5. The University will determine the number of students enrolled in a course at the end of the add/drop period as defined in the Calendar. A Member whose course is cancelled as a result shall receive a \$200 cancellation stipend in recognition of work performed to that date plus pay of \$250 per week taught. When a course is cancelled which the Member has been assigned for the first time, that Member shall receive a \$500 cancellation stipend in recognition of work performed to that date plus pay of \$250 per week taught.
6. Salary rates include statutory vacation pay and holiday pay entitlements.
7. Parking shall be provided on a space available/non-reserved basis for Sessional members at no charge during the term of this Agreement.
8. Members copy-editing distance education manuals and other Thorneloe course related materials for grammatical correctness and textual accuracy shall receive an hourly rate of pay as per table 9.1.
9. Members who revise distance education manuals and other course related Thorneloe materials by writing new material shall receive an hourly rate of pay as per table 9.1.
10. The Employer agrees that when an employee teaching on-campus courses resides more than one hundred (100) kilometres (one way) from the course location, such employee shall be reimbursed for the reasonable and actual costs of travel, at the current university rates. It is understood that this is subject to the course enrolment and shall not affect the viability of the course.
- a) It is further understood that the Employer shall not be obliged to reimburse in the event that the employee chooses to relocate. Where the employee has establishment, he or she must be offered the course and the Employer will not be required to pay the travel cost. These arrangements will be included in the

contract.

ARTICLE 9.2 – PROFESSIONAL/PERSONAL ALLOWANCE

1. The following Members are entitled to Professional/Personal Allowance: Those Members with establishment and/or continuing establishment in a course and those Members who are teaching a course for a second time. If a Member's course entitles him/her to receive Professional/Personal Allowance, it is calculated as follows:

	2019-20	2020-21	2021-22
3 Credit On-Campus	\$375	\$375	\$375
6 Credit On-Campus	\$750	\$750	\$750
3 Credit Distance Education (per student)	\$13	\$13	\$13
6 Credit Distance Education (per student)	\$26	\$26	\$26

2. Professional/Personal Allowance is credited following the ministry count date of the course being taught/instructed.

3. Professional/Personal Allowance may be used for approved professional development expenses in areas related to the courses taught. Up to 50% of a Member's Professional/Personal Allowance may also be used to defray health/dental costs. Sessional Faculty are required to submit original receipts for approved expenses by the end of the term. Any unused portion of the allowance can be carried forward for one year only. Such carry forward must be approved by the President. A pre-approved list of categories and expenses will be made available to sessional staff.

4. *Professional/Personal Expenses*

The allowance shall be used only to defray professional expenses related to the Member's academic discipline, or personal expenses related to health and dental costs, including:

- a) membership fees for professional and/or learned societies;
- b) subscriptions to professional and/or learned journals;
- c) with the approval of the President, books, materials, equipment, and services, directly related to research; prior approval is required for computer equipment;
- d) registration fees for the Member to attend a scholarly conference;
- e) travel including transportation, food, and accommodation (subject to University travel policies) for the Member to attend relevant scholarly conferences or seminars, or to visit other universities or research sites to conduct research and scholarly work which cannot be done at Thorneloe University;
- f) page and reprint charges or costs incurred in the preparation and completion of scholarly manuscripts;
- g) with the prior approval of the President, hiring by the Member of

appropriate part-time assistants in support of research.

- h) with the prior approval of the President, professional/academic development or upgrading.
- i) Any equipment purchased with funds provided under this Article remains the property of the University, but a Member shall have the right if he/she chooses to buy back such equipment at fair market value.
- j) A Member's health/dental costs not covered by existing Provincial or supplemental health insurance plans, including premium costs associated with supplemental personal health/dental insurance plans (original receipts required). See Addendum D for a detailed list of eligible items.

ARTICLE 10.1 - VALIDITY OF THE AGREEMENT

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

ARTICLE 11.1 - DURATION AND CONTINUANCE OF THE AGREEMENT

1. The terms of the Collective Agreement shall be in effect from July 1, 2019 to June 30, 2022.
2. Notice to bargain for a renewal of this Agreement with or without modifications or the making of a new Agreement shall be given in accordance with The Labour Relations Act of Ontario.
3. This Agreement shall remain in force during any period of negotiation, until a new Agreement is ratified by both parties or until the parties are in a legal strike or lock-out position.

ARTICLE 11.2 - STRIKES AND LOCKOUTS

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

ARTICLE 12 – INFORMATION RELATED TO LEGISLATIVE DISCLOSURE

The Employer will provide information to the Union that will assist it to fulfil any legislative disclosure requirements. The information will be provided in writing within 10 working days of the Union requesting any such information.

Letter of Understanding

The parties agree that the following individuals have been deemed to have attained establishment for the course(s) indicated as of ratification of this agreement.

Codes: EL = English

01, 02, 03 = section

10 = envision

(E) = Establishment

(CE) =

Continuing Establishment

Professor	On Campus	Envision
J. Clark		WGSX 2006EL 10 (E) WGSX 2007EL 10 (E)
C. Djaferis		~~WGSX 2035EL 10 (E)~~ WGSX 1005EL 10 (E) WGSX 2036EL 10 (E) WGSX 3037EL 10 (E)
E. McDougall		~~WGSX 3015EL 10 (E)~~ WGSX 2106EL 12 (E) ~~WGSX 2406EL 10 (E)~~ ~~WGSX 3407EL 10 (E)~~
L. Warman		CLAS 1006EL 10 (E) CLAS 1007EL 10 (E)
R. Srigley		RLST 1116EL 10 (E) RLST 1117EL 10 (E)
W. Sheppard		RLST 2136EL 10 (E) RLST 2137EL 10 (E) RLST 2326EL 10 (E) RLST 3126EL 10 (E) RLST 3306EL 10 (E)
M. Kechnie	~~WGSX 2357EL 01 (E)~~ ~~WGSX 2456EL 01 (E)~~	WGSX 2357EL 10 (E) WGSX 2456EL 10 (E)
L. McGauley	WGSX 1005EL 01 (E) ~~WGSX 2107EL 01 (E)~~ WGSX 2046EL 01 (E)	WGSX 2406 EL12 (E)
J. Hazelton	THEA 1115EL 01 (E) THEA 2115EL 01	

	(E) THEA 3137EL 01 (E)	
S. Calixte	WGSX 3306EL 01 (E)	
A. Daoust	CLAS 2016EL 01 (E) ANCS 2156 EL01 (E)	
E. Eliev	WGSX 1005 FL01 (E)	WGSX 3306 EL12 (E)
A. Langdon	RLST 2326EL 01 (E) RLST 2316EL 01 (E)	
M. Koolen	WGSX 2506 EL01 (E) WGSX 2107 EL01 (E)	WGSX 2016 EL10 (E) WGSX ~~3401~~ 3407 EL10 (E) WGSX 3015 EL12 (E)
J. Gunn		RLST 2245 EL10 (E)
L. O'Gorman	WGSX 2406 EL01 (E)	

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

_____ for the Union

_____ for Thorneloe University

Schedule 1

Distance Course Revision Scale

Level I Revision	10% of Course Writer Salary
Level II Revision	25% of Course Writer Salary
Level III Revision	50% of Course Writer Salary
Level IV Revision	75% of Course Writer Salary
Complete Revision	100% of Course Writer Salary

Revision Levels

<i>Level I Revision</i>	Change of page numbers, chapter titles because of changes to textbook editions, editing for clarity and very minor alterations to the course manual
<i>Level II Revision</i>	In addition to Level I changes, addition of new terminology, etc. necessitating a minor revision of the text of the manual (adding images, adding web links, learning activities, adapting the course content to be completely online)
<i>Level III Revision</i>	In addition to Level I and II changes, new topics and modifications to concepts necessitating a moderate revision to the text of the manual (which may include the creation of additional unit(s))
<i>Level IV Revision</i>	In addition to Level I, II and III changes, the modifications necessitate a major rewrite/restructuring of the existing text (several units have to be rewritten or need substantial changes (deletion and revision))

N.B. Revisions to Assignments, Course Activities, Tests, Quizzes, Final Exams, and other assessment and evaluation tools, are included in the responsibilities of the Course Supervisor.

ADDENDUM A

THORNELOE UNIVERSITY
ANNUAL ACADEMIC REPORT FOR SESSIONAL STAFF

Name of Sessional Staff: _____

For the Academic Year: _____

Session:

Department:

TEACHING/COORDINATING/COURSE WRITING ASSIGNMENT

Please describe, from your own educational and disciplinary point of view, the course(s) you have instructed/taught/written. Include any relevant material not in the outline on official file at Thorneloe. Indicate any changes made to the course over the last time taught.

RELEVANT ACTIVITIES (IF APPLICABLE)

Please indicate any related professional activities which might have a contributory effect on your Thorneloe assignments (e.g. Conference attendance, workshop participation, writing, reviewing, etc.). Please include activities related to the academic discipline as well as activities related to teaching itself.

Please attach all Student Evaluations from the Academic year.

ADDENDUM B

THORNELOE UNIVERSITY
APPLICATION FOR ESTABLISHMENT

Name: _____

I hereby apply for Establishment status in: _____

(Course Number)

(Course Number)

I have instructed in the course in the following terms:

TERM: _____

I am not currently subject to any disciplinary proceedings.

Date: _____ Signed: _____

ADDENDUM C

THORNELOE UNIVERSITY
APPLICATION FOR CONTINUING ESTABLISHMENT

Name: _____

I hereby apply for Continuing Establishment status in:

(Course Number)

(Course Number)

I have instructed in the course in the following terms:

TERM: _____

I am not currently subject to any disciplinary proceedings.

Date: _____ Signed: _____

ADDENDUM D

HEALTH AND DENTAL EXPENSES ELIGIBLE FOR REIMBURSEMENT
FROM PROFESSIONAL/PERSONAL HEALTH ALLOWANCE (ARTICLE 9.2)

1. The following health/dental costs not covered by existing Provincial or supplemental health insurance plans may be reimbursed to the Member (up to 50% of Professional/Personal Allowance per year; original receipts required): Furthermore, it is understood that treatment shall be provided by registered practitioners licenced to practice in Canada.
 - a. premium costs associated with supplemental personal health/dental insurance plans (for individuals and families)
 - b. by prescription only drugs with a valid Canadian Drug Identification Number (DIN)
 - c. costs associated with a chiropractor, chiropodist, osteopath, podiatrist, registered massage therapist, acupuncturist, physiotherapist, psychologist, psychotherapist, speech pathologist/therapist, naturopath, Dietician
 - d. Custom-made orthotics
 - e. Hearing aids
 - f. Dental costs associated with basic preventive administrative services such as fillings, cleanings, scalings, examinations, polishing, extractions, and root canals
 - g. Vision care costs – eye examination by a registered optometrist, prescription lenses and frames (up to \$300 per year), contact lenses
 - h. Ambulance services

THE TERMS OF THIS AGREEMENT HAVE BEEN APPROVED

BY

THE BOARD OF GOVERNORS OF
THORNELOE UNIVERSITY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 895

DATED AT Sudbury, Ontario this ____ day of _____, 2020.

for The Canadian Union of Public Employees, Local 895

for the Board of Governors

The Labour Relations Act, 1995
Before the Ontario Labour Relations Board

Between:

Canadian Union of Public Employees,

Applicant,

- and -

Thorneloe University of Laurentian University,

Responding Party.

Certificate

Upon the application of the applicant and in accordance with the provisions of the Labour Relations Act, THIS BOARD DOETH CERTIFY Canadian Union of Public Employees as the bargaining agent of all part-time academic staff of Thorneloe University of Laurentian University save and except Senior Administrators, Instructors in the School of Theology and persons covered by the collective agreement between the Laurentian University Faculty Association and Thorneloe University.

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

DATED at Toronto this 25th day of June, 1996.

ONTARIO LABOUR RELATIONS BOARD

T. A. Inniss

Registrar

Letter of Understanding

Thorneloe University's 2019 negotiations with CUPE took place in the context of the current financial crisis at Laurentian University and its federated universities.

In the event of any merger or amalgamation involving the Employer, the Employer, in consultation with CUPE Local 895-02, will attempt to secure credit for the Employees' seniority rights and comparable conditions of employment with the new employer. The parties understand that such a circumstance is hypothetical in nature and accordingly the Employer is unable to guarantee any commitments in this respect.

This is **Exhibit "D"**
referred to in the Affidavit of John Gibault
sworn before me this 19th day of April, 2021.

A handwritten signature in cursive script, appearing to read "John Gibault", is written over a horizontal line.

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

“That Safe Haven on The Hill”

Testimonies from Students, Alumni, and Community Partners

In support of Thorneloe University at Laurentian

A. Students

General Comments

1. I think it's wrong that Laurentian decided to cut ties with Thorneloe University as well as the other Federated Universities, given how much of a positive impact the Federated Universities has had on Laurentian University students and our education. Many of us students from Laurentian benefited from the courses that were taught at Thorneloe from The Religious, Classical and Women's studies program. Thorneloe University plays an integral role in providing Science and Technology majors at Laurentian University a well rounded education; without such programs our university education would be significantly limited especially in comparison to other Universities.

I just wanted to show my support and let you know that there are students at Laurentian who also feel like the decision for Laurentian to cut ties is unfair. I believe that Laurentian will only be able to prosper if it includes the arts courses. Ensuring that students have a well rounded education is the baseline standard for most other Universities and Laurentian should do the same.

Regardless of how things turn out, please know that us students at Laurentian are grateful to have had the opportunity to take courses at the Federated Universities and we acknowledge the importance the Federated Universities and faculty who taught us have had on our lives. We will continue to stand with you during this time.

Kind Regards, Christine Blair

2. Like many other students, I am appalled by this irresponsible act by the administration, putting both the faculty and students in limbo. I am particularly concerned about the impact this decision could have on the students, faculty members, staff, and administration of the two federated universities, particularly in this difficult time due to the pandemic. I believe Arts and humanities courses are integral parts of any discipline and they must be included in all undergraduate degrees. I extend my support to you and all others who are impacted by this decision and hope that a suitable and appropriate solution will be coming forth. I

know you all are working hard to resolve this issue and I wish you all the best and hope this decision will be reversed soon.

Kind regards, Hamza Syed

3. Hi Dr. Gibaut!

I have taken classes at Thorneloe from the departments of Ancient Studies, Religious Studies, and Women, Gender, and Sexuality Studies both in class and online. Teachers like Dr. Lepojarvi, Dr. Johnson, and Dr. Srigley (among others) were amazing professors that helped shape me into the student I am today. If there is anything I can do to help the university throughout these hard times, please let me know.

I wish you all the best! Ana Tremblay

Women, Gender and Sexuality Studies

4. Dear President Haché:

RE: Women's, Gender, and Sexuality Studies

On the cusp of my graduation, I am writing with great concern about Laurentian University's commitment to offering degree programs in Women's, Gender & Sexuality Studies (WGSX) and upholding its long-term relationship with Thorneloe University.

Mr. Haché, it was not that long ago in 2020 that you invited me and a selected group of students for a president's luncheon with you. As a 2021 graduate in WGSX studies and a woman with over 30 years of grassroots experience teaching youth life skills, I can attest to the fact that the learning that happens in this program saves lives. The success of this program lies in the alliance of diverse people within the walls of Thorneloe University who are committed to providing students skills-based knowledge that allows them to tackle serious, everyday injustices in their lives, schools, workplaces and communities. Our WGSX professors bring their own lived and irreplaceable experiences and perspectives to the program while raising awareness about real problems such as murdered and missing Indigenous women and violence against BIPOC and 2S-LGBTQ+ members of our very own communities.

Therefore, I urge you to commit to upholding degree programs in WGSX studies with our very own esteemed WGSX professors. The strengthening of the Thorneloe federation agreement will ensure that WGSX students continue to seek solutions and engage as leaders with unique understandings in equity, diversity and inclusion matters in Northern Ontario communities. As the university works towards its commitment to the TRC's "Calls to Action," it is imperative that the education received by WGSX students be authentic and meaningful and not reduced to purely book learning.

Finally, after spending many years at the L.U. campus, I can state that the wealth of

knowledge, experience and life-changing education that I have received specifically from WGSX and the Indigenous Studies program, has meaningfully changed not only my life but also raised the consciousness of my family and my community including the youth I teach. I demand that you engage in a meaningful manner with Thorneloe U. and WGSX to move forward in good relations and truly, for the betterment of Greater Sudbury and particularly, for our students.

I acknowledge the Robinson-Huron Treaty of 1850 and recognize that Laurentian U. is situated on the traditional lands of Atikameksheng Anishnawbek. The City of Sudbury also includes the traditional lands of Wahnapiatae First Nations.

Sincerely,

cc: Dr. John Gibaut, President Thorneloe University.
Dr. Jen Johnson, Chair WGSX

5. Président Haché,

I am writing to you personally to express my disappointment towards Laurentian's decision to terminate their agreement with the federated universities. More specifically, as a Laurentian Alumni having graduated from the Midwifery program and returned to obtain a minor in Critical Sexuality Studies through Thorneloe University, I am appalled that Laurentian is dissolving their agreement with Thorneloe.

Thorneloe, as well as the other federated universities, provide some of Laurentian's most enriching, culturally-sensitive, and life-changing courses. Also, they house faculties that are essential to Laurentian's "reputation" (now questionable) for supporting Indigenous Studies, Womens and Gender Studies, and studies relevant to Francophones and Northern Ontario. How could Laurentian build their reputation off the backs of these faculties, and boast about these courses only to abandon them without care or concern? I believe this shows Laurentian's true nature.

I would like to close by saying that the courses I have taken in WGSX in this past year have been the highlight of my academic career at Laurentian. Courses taught by Professors Jennifer Johnson, Shana Calixte, and Elia Eliev have changed my life and my perspective of the world. Not only should courses like these be promoted, supported, and upheld by Laurentian, ALL students should be encouraged to take them. Laurentian's students deserve to have access to courses that will enable them to become well-rounded, culturally-sensitive, and socially aware individuals. The Federated Universities have been the home of these courses and I am saddened that future students will be denied this education.

In the end, I am disappointed with this particular choice and how Laurentian is approaching its self-induced financial crisis. I was once very proud to have studied at Laurentian but unfortunately, I am now reconsidering this.

Sincerely, Melanie Murdock

6. Good morning,

Hearing of the condition Laurentian finds itself brings many mixed emotions and opinions to mind. One is disbelief, as I am sure you all feel the same. Although no one planned or hopefully saw this unfolding as it currently is, one thing is certain; we cannot compromise supporting the programs that are being offered by the University. It should not be a choice of which programs should be cut to allow the others to “succeed”. There are alternative ways to rectify these issues; which do not include simply making a quick premature decision based on fear and lack of foresight. How can educators evaluate which programs deserve the support over others? This is how we have gotten to where we are; not recognizing the importance and significance of educating and learning our histories, our basic human rights and acknowledging the truths and impacts. We have learned through history how ignoring or not putting an emphasis on understanding the “why’s and how’s” creates a domino effect on social constructs, employee/employer relationships and successful outcomes which are not riddled with grievances, harassment/sexual harassment complaints, discrimination of any sort and unequitable practices that lead to not only long lasting harm to individuals but also lead to constant reevaluating of programs and deliveries.

Have we not learned anything? Globally it has been recognized that we need to continue this education as it directly impacts all aspects of every single person’s lives. It is inexcusable to justify any rash decisions as it will not only impact your students, the faculty and our own communities. These decisions need to be well thought out and executed. This situation did not happen overnight, I won’t even get into the criticism of whoever’s leadership failed to see and adopted a blind eye to the activities that lead to this, out of respect, dignity and objectivity the University needs to preserve its integrity and do the right thing.

I demand that:

- Laurentian University maintains its commitment to offering degree programs in Women’s, Gender, and Sexuality Studies.

- The federation with Thorneloe University be strengthened and upheld so that commitments to Women's, Gender, and Sexuality Studies students and community partners throughout Sudbury and northern Ontario be sustained.
- Explore alternatives that allow Laurentian graduate and undergraduate students to continue to combine their professional and other studies with Women's and Gender Studies programming.

Laura Wawryszyn and Robert Weston (LU alumni)

7. My name is Alexis Pilon, I am a first-year student at Laurentian University and I am working towards a Bachelor of Social Work. As you are aware, Laurentian has terminated their federation relationship with Thorneloe University. I and many other students are very upset with this decision from Laurentian. As a first-year student it is very difficult to choose which electives interest you. I choose Introduction to Women and Gender studies as one of my electives, as a student working towards a Social Work degree, I believe that learning more about Women and Genders will help me in my future career. For example, this program and the courses offered through it will teach me to have a better perspective on situations women face, I've learned that sex workers face certain obstacles and difficulties when dealing with police. Their trade is also severely frowned upon and they receive very little support from the government. Having this knowledge going forward as a social worker will help me to better support sex workers.

The same thing goes with gender identification knowledge received from this course, if I'm working with someone who is struggling with their gender identity, I will have a better insight on how to support them in a difficult time. Personally, I know MANY students that have changed their major/minor to Women and Gender Studies due to the relevant nature of the information you gain from just this one first-year class.

For me, taking a minor in Women, Gender and Sexuality Studies was something I was intensely excited about, I was going to register during the summer to start my minor in women's but now I cannot do this which makes me second guess myself if I still want to stay at Laurentian to finish my degree. Some benefits of Women, Gender and Sexuality Studies is that these classes can help students that are doing their degrees in social work, law and many more. Expanding your knowledge on women, gender and sexuality studies should be a priority. Women, Gender and Sexuality Studies is a very big and expanding field of study and is very important and relevant to all students.

I've already learned so much from this class in my first-year, here are some big topics that we learned about; feminism, intersectionality, gender identity, sexuality, race,

experiences from different cultures, sex workers and much more. I was very excited to register for a second-year course in this field of study.

As a first-year student, I have met many new professors, my professor from my Women and Gender Studies class was Laurie McGauley. I can confidently say that Laurie is the best professor/teacher I have ever had, she cares so much about her students. She has gone over and above to make sure our mental health is in good standing and how we are coping in other classes. If we have any problems with the learning material, she will go out of her way to explain the material in a different way. In one of the last classes of this year Laurie asked us what were some topics we thought that we should have talked about more and most people said nothing. We spent the perfect amount of time on all topics within this course that allowed the student to come away feeling confident that we know the material. A personal experience I have had with Laurie is in March I got my wisdom teeth out. My appointment was during my class time which means that I had to contact Laurie and let her know that I wouldn't be able to make it to class. After speaking with Laurie she was thoughtful and wished me luck with my recovery, she also made me feel very confident that I would not miss anything and she would help me catch up on the lesson.

I can wholeheartedly plead that this program is not removed from Laurentian University's program offerings. I believe that doing so is a determinant to the students and the Sudbury community on a whole.

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9. To whom it may concern,

As an outsider who has had a brief but very eye-opening look into the field of Women, Gender and Sexuality Studies, I feel as if this is one of the most important fields that Laurentian has to offer. Between the highly informed and welcoming professors and the

passionate students, these classes create a safe environment to share experiences and advice, amongst a group of people who may have never had that chance previously in other schools and/or towns. The removal of this program from the list of offered courses would be a large step in the wrong direction for the Laurentian community. In the year I have spent in Laurie McGauley's WGSX-1005 class, I have found an environment unlike any other in this school, where I, and I'm sure many others have felt safe and understood, which in times like these is so vital. We have discussed so many important issues such as; Diversity, Intersectionality, Inequalities, Gender, and Identity. Without these topics being discussed in our modern society, we hold no hope of improvement towards a more politically and socially educated future. All of this to say, if Laurentian were to drop their obligations to Thorneloe, they should be doing everything in their power to save the beautiful and important community that has been created here.

Sarah Crow, 2nd Year, Specialisation Eng Lit

10. To Whom it May Concern,

I was deeply shocked and saddened to hear the news of Laurentian Universities intentions to break ties with Thorneleo and dissolve the WGSX program, of which I am currently enrolled. My name is Laura Daly, I am a year one student in the WGSX program (online) and I am currently finishing up my second semester. I searched for quite a while to find a suitable BA program that was offered fully online and would help me to reach my future education/career goals. I currently work full time as an Educational Assistant while working towards completing my BA in WGSX, with the goal of getting into a B.Ed. program when I finish. As we all know University is very expensive and time consuming, this program has allowed me to continue working while also upgrading my education. If this program is taken away it would have severe repercussions on my future plans, as I'm sure is the case for many others. I was so relieved and happy to have found a program that interested me on a personal level as well as an educational one, I will be hard pressed to find something similar that works with my life. I hope that you will take into consideration the time, effort, and money that has been spent by all the WGSX students over the course of its running. It is completely unfair to take that away from students that have worked so hard.

Laura Daly - year one student, WGSX

11. Hi Dr. Gibaut,

Thank you for fighting against Laurentian University and trying to save Thorneloe University.

Thorneloe University is unique, classes are small which allows for long-lasting relationships to be formed between students and faculty. These small class sizes create an environment where ideas, opinions, and experiences are shared and valued. At Thorneloe University students are encouraged to ask questions and it's not an inconvenience as it is in other courses. Students matter at Thorneloe University. The faculty teach unapologetically about the disadvantages within societies. Professors like Dr. Jen Johnson and Dr. Elia Eliev have taught me more about myself and how I interact with the world than I could've ever imagined. Although Women Studies won't be my career, what I've learned from my professors will make me a better person and a Psychologist. I am better prepared for real-world issues that require broad and critical thinking. These are skills that I have because of Thorneloe University. At Thorneloe University you aren't taught to memorize facts and regurgitate information. You're taught to think critically and evaluate the information you're given and not just take it as if it is true. I've learned about gatekeeping in education and science. This allows me to absorb information from my other courses and consider where this information is coming from what other information exists that goes against this narrative. Thorneloe University taught me how to think for myself. What I've learned at Thornley University is immeasurable, and it would be an injustice to students, especially those in the North if they're not given this same opportunity. Professors like Dr. Johnson and Dr. Eliev deserve to teach future generations because they are making a lasting impact on the world. They have made an invaluable impact on me, my education and my future.

Morgan Cashmore-Rouleau

3rd year BA student, Specializing in Psychology and Majoring in Women, Gender and Sexualities Studies.

12. Studying at Thorneloe has allowed me to theorize and study academically systemic oppressions such as racism, sexism, ableism, and homophobia. This has been an experience that has allowed me to understand my own life through a new lens. As a person that has experienced racism my entire life, being able to understand it academically has helped me heal from the ways it has harmed me. Studying Women's Gender and Sexualities Studies at Thorneloe has allowed me to grow as a scholar and as a person. Through the WGSX program, Thornloe is not only an academic institution but a safe haven for BIPOC students, trans and nonbinary students, and women. Without this space in which to thrive, Laurentian University will lose a valuable resource for marginalized students.

Sincerely,

Ruva Gwekwerere

4th year Women's Gender and Sexualities Studies Major

Hoping to graduate Fall 2021

Ancient Studies

13. Good afternoon sir,

I would just like to voice my support for Thorneloe university.

I am a third year student and I have a class planned in Ancient Studies this spring. As an LU student I have always taken my electives within the federated schools, and all my experiences have been amazing. All my profs have always been extremely available and helpful, to name a few. Dr. Jason Leprojarvi was one of my first profs on campus and his class remains my favorite. With this year's struggles all the profs have been immensely supportive and understanding.

The classes at Thorneloe are captivating, original and amazing and to see them be at risk is extremely painful.

I hope something good comes out of this.

Best regards, Isabel Lajeunesse

14. To Whom It May Concern,

My name is Victor Dryland. I am a student specializing in Ancient Studies at Laurentian University. I have taken all of the classes in the subject of my specialization through Thorneloe University, up until this point, and I am only a few credits away from finishing my degree. I must admit, I have been struggling to write this as Thorneloe has been such an integral part of my post-secondary life and my experience at Laurentian University for the past several years. The very idea that, in the years to come, Thorneloe, and specifically its Ancient Studies department, may not be able to provide that wonderful experience to other students, in the years to come, is heartbreaking.

I have had the wonderful privilege of learning from Thorneloe University's Ancient Studies professors, Dr. Chamberland, Professor Daoust, Dr. L'Allier, Dr. McMaster, and Dr. Warman, who are all extremely knowledgeable about what they teach. Not only that, but they are very passionate about their field, exuding that passion into their lectures; encouraging their students not only to learn the material that they are teaching but also to truly care about and internalize that material. Most of my professors in non-Ancient Studies subjects can tell you that I have even found some way to work the knowledge that I have learned from my Ancient Studies courses into their classes as well, showing how truly meaningful and relevant the content from Thorneloe's Ancient Studies program is. That is to say, that Thorneloe's programs are as important as ever and their amazing professors are part of what makes Thorneloe truly special and necessary for the Laurentian community.

I have also had the great opportunity to participate in extracurricular activities through Thorneloe too. I have attended multiple plays there including “GREEK”, “Macbeth”, and “The Shape of Things” as well as multiple Loukidelis Lectures and Independent Study, Thesis, and professor presentations put on through Thorneloe University.

Whether specifically in reference to my own department or to Thorneloe University as a whole, there is a sense of community and support found there that is truly important. A university should be about the euphoria of sharing in knowledge and about building people and their knowledge up through education, which is what my experience at Thorneloe has been all about.

However, even if it weren’t for the amazing experiences I have had with Thorneloe University, the programs that Thorneloe offers cannot be paralleled by the programs Laurentian has the ability to offer as replacements. For Laurentian to think that they can offer students other programs in the place of the programs that they have cut, and specifically the programs offered by Thorneloe University that they have cut, is an insult to each department’s academic field, the professors that teach these programs, and the students that Laurentian University has claimed they are dedicated to educating.

Sincerely, Victor Dryland

15. While I am not enrolled in a program offered through Thorneloe University, I have taken over half of my electives through the university. These electives have been the highlight of my university career, encouraging me to add a minor in Ancient Studies on to my degree post-graduation. The courses I have taken from them over the past year have been one of the only things keeping me interested and focused on my studies, as they provide a good break from the classes I have relating to my degree. Without these classes, I believe that my mental health and overall enjoyment of my education would have declined greatly over this past year. The courses offered from Thorneloe provide such a vast array of useful information that help to diversify any degree as well as add new challenges and fun interactions to learning.

Thank you for all your work, and for leading a school that offers such fun and interesting courses.

Regards, Tyler Kotanko

Religious Studies

16. I am writing to express my disappointment in learning of the disaffiliation of Laurentian University with Thorneloe College. I am a student in Dimensions of the Paranormal, instructed by Dr. Wayne Sheppard. I want to extend a positive review of the course and the unique perspective Dr Sheppard brings to it.

It will be to the disadvantage of future students that this course will not be part of their learning experience.

I hope very much that Laurentian's decision will be overturned, however if not, please accept my thanks and I'm certain the thanks of many other students, for having been given the opportunity to have had this course as part of our academic experience.

All the best, Carrie Rankin

17. Courses provided by Thorneloe University have been some of the most enriching studies I have done at Laurentian University. Religion is a part of our culture, part of our communities and part of the narratives of people's lives. Religious studies has not only seriously enhanced my critical thinking abilities, but has allowed me to better understand the world I live in. I have been able to make more meaningful and holistic connections in my other courses because of Religious Studies. No studies within the humanities are complete without Religious Studies or Gender studies. Women's, gender and sexuality studies are crucial to producing safe, unbiased and meaningful conversations. I am now able to connect with other people in a more fulfilling way, and I have learned to meaningfully empathize with individuals from other backgrounds.

On a personal level, Religious Studies not only enhanced my schooling experience, but how I see myself as a person. Learning about things like love, pain, and spirituality has allowed me to begin healing from hurts that have seriously hindered me throughout my life. I have unlearned many of the harmful and incorrect teachings that I acquired through the elementary and highschool education system. Being able to discuss religion in an educational and unbiased context allows room for everyone to learn and explore ideas. Sitting amongst my fellow students, from completely different backgrounds and beliefs, has allowed me to see the very real presence of religion in our world. I am now a stronger, healthier and more grounded individual because of these studies.

Thorneloe is not only enriching and important in our academic setting, but also for the personal, emotional, and intellectual growth of the students of the north.

If Laurentian does not think these courses and Thorneloe University are crucial to their students, then I seriously question Laurentian's intent, and whether Laurentian is truly invested in the growth of their students.

Lindsay Mayhew

18. To whomever it may concern,

It is truly upsetting and heartbreaking to hear about the termination of Laurentian's federated universities. However, I do not know what is more upsetting, the termination of agreement or the email that was sent out at 10pm the day before Easter weekend. President, Mr. Haché has stated numerous times that "the university is committed to completing this process [the restructuring] with no impact on our students and their studies." However, I am very confused as to how the termination of agreements with the federated universities has no impact on students. Even though not all students in attendance with Laurentian are required to take courses offered through the federated schools, I believe it is safe to say the majority of students regardless of their programs have enrolled in multiple courses offered through the federated institutions.

As I am a student in the Communication Studies program offered through Huntington and am in the process of obtaining the required credits for a teachable in Religious studies offered through Thornloe, I am not sure what this news really entails for the remainder of my studies. Only needing two more religious studies courses and four more communications courses to graduate, it is very upsetting to say the least, that I will not be able to finish my degree with these institutions.

Needless to say, I have thoroughly enjoyed my time spent studying at Huntington and Thornloe. Although I may not be able to finish my degree, it is safe to say I have spent the last three years enrolled in some of the most enjoyable courses offered by some of the best faculty, including Dr. Wayne Sheppard and Dr. Janis Goldie.

Sincerely an upset student, Faye Humphries

19. My name is Zoe Kerr and I am a former student of Dr. Jason Lepojärvi's at Thorneloe University. I am contacting you in regards to the legal action being taken against Laurentian, and I wanted to express my utmost gratitude and respect for the courses I took through your university. The lessons that I have learned from these classes extend far beyond religious studies. The time, dedication and passion experienced in class with Dr. Lepojärvi and his TA Jacob Wenghofer are something that I as a student will carry with me throughout my career and my life, and I believe that to destroy the careers and opportunities for individuals like him and students like myself is an abomination.

Sincerely, gratefully, and sadly,
Zoe Kerr, B.A in Criminology

20. Dear Dr. John Gibaut,

I know from Professor Dr. Ron Srigley that you will be challenging Laurentian in court over its decision and I am very much in support of that, as a First Year Laurentian student. While I understand the multifactorial issues regarding Laurentian's decisions I don't believe this is the right approach towards solving their financial issues.

I transferred from Lakehead University to Laurentian as a first-year student this past fall, due to the free tuition offer for former crown wards. I was so happy to find a much more straightforward online system and approach to classes, in both technical navigation and the teaching by the teachers themselves. I started with a mix of mandatory and compulsory credits and have found that you need a balance of both in order to deepen your understanding and appreciation of the subjects being taught.

Courses such as Psychology and Sociology are so important for foundational understanding just as addition is a foundation to many forms of math, but without courses such as Music History, or Ideas of Love, I feel that I am robbed of the guided educational experience to expand and appreciate the foundational concepts I have learned and will continue to learn throughout my studies.

Within the Ideas of Love course, I have finally begun developing skills that I did not even realize I needed. While I could experience a deeper level of understanding of many concepts discussed in the course, I was unable to put it into words. Ideas of Love has helped me develop and work on skills for literary analysis, and abstract/relational thinking that I have not been able to attain much less be challenged in, in any of the courses I have taken since highschool.

While I initially came to the school for the scholarship, my reasons for continuing education with the school are definitely going to be impacted by this decision by Laurentian. I have never been more enthusiastic about education, and yet I fear a lot of that enthusiasm will diminish with the removal of courses such as Ideas of Love.

I don't think that specialized courses should be removed, because in doing so you remove some knowledge, and an opportunity for students to learn and think outside of the box. This I found was an issue when I was in college, there was a tendency for many teachers to "dumb" things down for students and in the process made things more difficult and confusing than needed. The courses and teachers in University do not do this, they trust the student to not only understand the material, but also to expand and connect their

learning with other concepts by guiding them. It is this reason, along with the experiences of the compulsory courses, that I have been a proud advocate to refer those to Laurentian.

University for me is the experience of learning as a pursuit of my future goals, not just a drowning in facts, but the guidance of understanding what you're learning in relation to the world around you, and having Universities such as Thorneloe in association with Laurentian allows for that to happen. Due to the Covid-19 situation I am unable to study in person, and initially I worried about how that would impact my motivation to study. Ideas of Love removed that worry and replaced it with a learning experience through it's content that I honestly have never before experienced. I have found a love of reading that I haven't had since I was in elementary school, and a deeper appreciation for the diversity within education.

I hope that through your challenge of Laurentian University's decision in court, the decision to cut itself off from Thorneloe and the other universities will be reversed. As a student that has to lose the experience of in person learning due to the pandemic, the continuity of providing diverse and engaging courses within the University is pertinent to educational success among students, and would show Laurentian's dedication to higher education and learning among those in the north.

Hoping for a successful outcome.

Sincerely, Monica-Margarita Shevchyk

21. My name is Olivia Doering, and I am a Laurentian student finishing my third year of a Bachelor of Arts with Concurrent Education. My major is French as a Second Language, and my double minor is in Indigenous Studies and Religious Studies. I was not planning to have a double minor, but I fell in love with the Religious Studies program. I have been so fortunate to have taken 4 courses from Thorneloe University, and the education, along with the amazing professors, have significantly impacted my university experience. The way this school is set up allows for a better education experience, as it is more personal and engaging. Below I will go through each course I have taken and give an individual testimony for each one.

RLST 2316EL-01 Cults/New Religious Movements (2019 Winter Term with Adrian Langdon): This course was only my second Religious Studies course, and my first one from Thorneloe. The first thing that made this course excellent was that it was in a regular classroom with a smaller attendance. Every day we would go through attendance, Adrian got to know us by name, and I never felt like just a number in this class. I was engaged the whole time, and I learned so much. The material was very interesting, and as a professor, Adrian was very effective in his classes, using a combination of lectures, readings, videos,

and discussion. This course certainly opened my eyes to the world around me and was a pivotal factor in my decision to continue taking Religious Studies courses.

RLST 3286EL-01 C.S. Lewis and imagination (2020 Fall Term with Dr. Mark Scott): Let me begin by saying this course heavily impacted my educational career and my personal life. Dr. Scott's course was amazing – the content was the most interesting I have ever learned as a student, and it led to me developing a new passion for C.S. Lewis. As a 20-year-old university student trying to get through a pandemic and online school, I was very doubtful to find a passion during tough times. But this course allowed me to open my mind to so many other things outside of the rigid student life. I even asked for a list of C.S. Lewis books for Christmas, and I have since been making my way through them. Wednesday's at 4pm were my favourite time of the week. Even though we were in a zoom class, Dr. Scott still found a way to make each class unique. It was a small class, so we had a lot of discussions, and it was a very open and comfortable environment. Dr. Scott would share any news from the world of C.S. Lewis, and he encouraged us to do the same. What also separated this course from many of my Laurentian courses (besides the small class size), was that Dr. Scott made sure to include time for us as students to check in on our peers. We would have a 5-minute one-on-one break out room with someone from our class, and we would just talk – about our day, about the course, anything. It was extremely necessary for this sense of community during trying, stressful times. Lastly, this is more of a personal experience (but it is my personal testimony): this course actually helped me re-establish my faith in God, something I had many questions about for some months leading up to this course. Not because of subjectivity, but because I could personally connect with the course content and the author we were studying and allowed myself to learn and be open. This course gave me so much to look forward to and so much hope during uncertain COVID times, and I am so grateful for the experience. My wish is to one day integrate a course like this at a secondary level in my future career as a teacher. Thank you, Dr. Scott, and Thorneloe University, for giving me this experience.

RLST 2166EL-01 The Problem of Evil (2021 Winter Term with Dr. Mark Scott): Because I had such a great experience with Dr. Scott's course last semester (RLST 3286, detailed above), I decided to change one of my courses to take his Problem of Evil course. This course was very interesting, and it came at a very appropriate time. Going through a pandemic, online school, insolvency, and now the frequent bad news and turmoil from Laurentian's decisions/cuts, I can say I was often thinking "Why is this happening?" To experience the Problem of Evil course during such a chaotic semester certainly added to its effect, and it allowed us to apply the course content to the world around us at present time. Again, Dr. Scott created a wonderful zoom classroom atmosphere, with easy pathways of discussion and various activities that allowed us to interact with our peers virtually. Dr. Scott is a highly educated professor, and it shows through his lectures, but he is also an amazing teacher. To lecture is one thing, but to teach and engage your students

is a whole other challenge. It is sad that this may one of my last classes from Thornloe and Religious Studies, but also with Dr. Scott. As an education student myself, I am honoured to have taken part in such a successful learning environment, especially during the virtual pandemic circumstances.

RLST 2337EL-01 The Chronicles of Narnia (2021 Winter Term with Dr. Jason Lepojärvi): I am so fortunate to have taken one of Dr. Lepojärvi's classes before I was possibly too late. He brings such a rich, polished way of teaching and it has helped me improve greatly. Dr. Lepojärvi ran tutorial style classes and essays, which pushed me and challenged me as a student and a writer. I have learned how to think more critically, eliminate what is not necessary in my writing, and how to abandon perfectionism (something that is very hard for me as a student!). I never felt like Dr. Lepojärvi's classes were some zoom link I had to attend because it was part of my course list. I always looked forward to every discussion, every lecture, and every reading. *The Chronicles of Narnia* became my escape this semester, and the fantastical sense of magic, nostalgia, and whimsy were very uplifting during these times. Dr. Lepojärvi also brought us guest lecturers, regardless of their location and time difference, for some of the coolest lectures I have ever attended. Dr. Lepojärvi understands the importance of learning from others. I learned lots from my peers during our tutorials, and it helped me improve my ability to give and receive feedback. I developed many skills I never knew I had nor needed, and I can happily say I am (virtually) walking out of his class a new student. I only wish I had found his courses sooner; it was an honour and a pleasure.

22. Good evening Dr. Gibaut,

I have been a student at Laurentian through D2L for the last few years and I am sorry to hear of the parting ways between the Federated Universities.

I wanted to mention that I took the Dimensions of Paranormal course as an elective with Dr. Sheppard through Thornloe. I enjoyed this course the most of any I've taken thus far. Dr. Sheppard ensured my learning experience was engaging and interactive. He participated more actively than any prof I've had through Laurentian. I had intended to take at least another one of his courses before I am through. I am saddened to hear I will be unable to. This letter unfortunately seems somewhat futile given I am only a single student however please use any portion of this letter in support of your defense if it helps get Thornloe back with Laurentian.

Thanks for all your hard work. TN Baillargeon

B. Alumni

23. Thorneloe university is where I met my best friend. In my second year of University I decided to take a women's studies course and I was able to meet my best friend and significant other.

Thorneloe is where I found my passion for the cinematic arts as well as my passion for speaking out against inequality. Thorneloe is a staple of Laurentian and anybody who enters its doors is there to follow their passions and do what they love.

Mike Casale

24. Dr. John Gibaut,

This note is to express my support for Thorneloe College in the context of the challenges related to Laurentian University's financial crisis.

My name is Ted Markle and I am a member of the Thorneloe family - having attended the college in the mid 1980's. My years at Thorneloe were transformative.

As a Religious Studies major (with courses in Classical Studies and Theatre Arts) - Thorneloe informed my intellectual, personal, and moral development.

As a resident - Thorneloe helped cultivate my understanding of community and my love for hard work and hard play.

To this day, I view faculty members Dr. Bruce Ward and Alec McGregor as mentors (in completely different styles!) who made meaningful differences in my life.

In large part thanks to Thorneloe, I have a flourishing family life, a successful career in media, and a commitment to giving back to my community.

Long live Thorneloe! Ted Markle

25. Dear Dr. John Gibaut,

It saddens me to hear the events unfolding at Laurentian and how Thorneloe is being negatively impacted. I lived at Thorneloe for 4 years so it holds a place close to my heart. The people I met, some of whom I have formed life-long friendships with, is one of my most cherished life experiences.

Although my degree is in business, I did take some Humanity courses at Thorneloe and Huntington that broadened and enriched my learning experience. I have to question how attractive Laurentian will be to future prospective students after cutting learning opportunities. Limiting the variety of choices is something that I think will not serve Laurentian well in the long-run. As well, I am concerned that an extensive marketing campaign will be needed to undo the damage that is being done to Laurentian's reputation at this time.

As the MP Charlie Angus stated in a recent CBC news article, "You cannot treat a public institution, like a university, or a hospital or any other public institution, as though it were just some mine that went bankrupt and you're going to sell off the assets." While we see the federal government bailing out a for-profit corporation over the last week, I don't understand how an educational institution can file for creditor protection. Think of the long-term impact. What supplier would ever want to do business with an organization that can't be trusted to pay its debts?

Someone really needs to do a thorough analysis of the financial plan. I understand that some courses may not have the same popularity and costs may exceed the source of funds received through tuition, etc. but how much weight has been put on whether not having those courses will deter potential students from attending Laurentian altogether. It's not just the variable costs that need to be considered. Laurentian needs enough enrolment to cover the fixed costs as well. I have a few friends who have brought up the fact that the midwifery program is being discontinued yet it is a popular program with a waiting list. On the surface, this does not appear to be a sound financial decision. I suspect there may be more examples like this.

On a personal note, my daughter is reconsidering attending Laurentian because of the cuts and instability. I also think that it is important for leaders to consider the psychological impact of its decisions on the students. Where are the people skills among the leadership? Just the fact that the students are facing such stress during the last month of their studies is appalling. If we are going to be investing in an education, it has to be in an institution that is run by people we trust have the students' best interests in mind. From what we are seeing unfold, this is not the case at Laurentian right now.

I wish so much that there was something I could do to help. If you need anything, do not hesitate to reach out. There may be something in my experience and skills that could help you. I just want to end by thanking you for what you are doing for Thorneloe. Just know that your efforts are greatly appreciated.

Sincerely, Bridget Brawley, B.Comm

26. Hi, I graduated from Laurentian in the late 80's.

I took classes with Dr John Sandys Wunsch, Dr Ward and Alec McGregor. All of them were among the best educators in my life. I took away a huge amount of learning from these gentlemen.

I continue to cherish my memories of Thorneloe and my many friends that I made there.

I hope Thorneloe successfully remains part of the University.

Thank you for your time

John Nesbitt

Women, Gender, and Sexuality Studies

27. What is/was it like to study at Thorneloe? What has Thorneloe University been for me?

I have come to know that the generosity of Thorneloe University lies in its status as the haven in the hills. I had the pleasure of graduating from the Women's, Gender, and Sexuality (WGSX) studies program at Thorneloe University last spring and I am currently a graduate student in the MA Humanities program at Laurentian University, supervised by Dr. Jen Johnson of the WGSX department. I am forever shaped by the relationships and opportunities that were available to me on behalf of Thorneloe University. The department provided me with a strong intellectual foundation and renewed faith in myself to pursue graduate studies, which is something I never imagined I could do in my lifetime.

At Thorneloe, I found a close-knit community based in inclusivity, respect, and safety that I did not find anywhere else at Laurentian – hence the phrase 'haven in the hills'. By placing social inequity and strategies for change at the forefront of teaching and learning, being a student of WGSX at Thorneloe afforded me lifelong connections with like-minded people who are also dedicated to building just and sustainable futures. They have opened doors for me and helped me make professional connections.

My professors and colleagues taught me the power of inspiring change by example and anchored my commitment to decolonization, gender-based advocacy, and anti-racism in academic practice and beyond. In cultivating socially conscious students, being a student of WGSX at Thorneloe has taught me numerous skills beyond the walls of the classroom, such as: the power of inspiring change in community, critical thinking, and anti-oppressive pedagogy.

Importantly, the generosity of the WGSX program guides students to develop the analytical skills, practical tools, and expertise to undertake the critical work of combatting ongoing issues such as oppression, poverty, racism, and gendered violence in our own community and everyday lives. I am deeply concerned with the way this important work has been devalued by the CCAA proceedings.

Overall, the faculty at Thorneloe University are exemplary models of what it means to work from a place of dedication, heart, and care for students. If it was not for the Women's, Gender, and Sexuality studies program at Thorneloe University and supportive mentors such as Dr. Jen Johnson, Dr. Elia Eliev, and Dr. Mark Scott, I would not be the scholar, advocate, and human that I am today. The risks currently facing Thorneloe University are nothing short of a tragedy. The impact is truly beyond words.

Kind regards, Megan Lalonde, Humanities (MA), She/Her/Kwe, Laurentian University

28. Dear President John Gibaut,

My name is Adria Kurchina-Tyson. I am an Anishinaabe PhD candidate in Gender Studies at Queen's University, and Thorneloe/Laurentian alumni (2015 BA, 2017 MA).

I write this email with a brief statement of support, detailing my relationship to the Women's, Gender, and Sexuality Studies (WGSX) program at Thorneloe University:

To me, WGSX proved to offer the most valuable courses at Laurentian University. As a social justice based program situated in Northern Ontario, WGSX is both of obvious necessity and of unique contribution. In addition to strong community partnerships, WGSX upholds generative, complementary relationships across disciplines at Laurentian, hosting cross-listed courses and electives that equip students from varying disciplinary backgrounds with advanced theoretical and critical foundations with which to approach their core subjects. As for WGSX majors such as myself, the faculty of WGSX make dedicated contributions to students' growth as researchers and scholars. As a SSHRC scholar and grateful graduate of Thorneloe's WGSX program, and as an Anishinaabe/Indigenous lifelong resident of Sudbury, it is my dream to return home from my PhD program at Queen's University, to continue an invested teaching and research career in WGSX at Thorneloe. I feel strongly that my academic career as an Indigenous Northern Ontarian is both shaped by my experiences in WGSX at Thorneloe, and is dependent upon its future.

Thank you for your time,

Adria Kurchina-Tyson, PhD(c) , Gender Studies, Queen's University

29. Dear President Haché and Dr. Joel Dickenson,

My name is Adria Kurchina-Tyson. I am an Anishinaabe PhD student holding two Laurentian degrees, including an undergraduate degree in Women's, Gender, and Sexuality Studies (2015) at Thorneloe University.

I am writing this letter in support of the Women's, Gender, and Sexuality Studies (WGSX) program at Thorneloe University amid the ongoing financial crisis at Laurentian University--to hold Laurentian accountable to WGSX/Thorneloe as a federated partner of remarkable value to Laurentian.

My experience at Thorneloe started in my undergraduate career when my declining interest in postsecondary education was redeemed by my discovery of the WGSX program. The courses I took (and later, taught) were full of dedicated, exceptional students, and the support and mentorship I received from faculty was unlike any experience I'd had previously (or have had since) in academia. My exploration of diverse topics in WGSX was backed by a faculty community with equally diverse research backgrounds and areas of specialization.

WGSX's strong relationships with other programs at Laurentian also benefited my growth as a scholar. For example, my WGSX education provided me with strong and infinitely applicable theoretical foundations with which to approach studies of religion, colonialism, and Indigeneity, further strengthened by WGSX's affiliation with Indigenous Studies at Laurentian and U of S.

WGSX also formed a strong relationship with Laurentian's School of Architecture at its inception. During my Masters Degree in Interdisciplinary Humanities at Laurentian, for which I continued to work closely with Dr. J Johnson of WGSX as my supervisor, I taught a cross-listed course between WGSX and Architecture titled "Gender, Race, and Place," as her teaching assistant. Long before the course was over--and to be maintained long after the its close--the Architecture students had formed a robust community at their school which affiliated itself with the WGSX community and organized itself around social justice issues and local anti-racist and feminist initiatives related to architecture in Sudbury and Northern Ontario.

In addition to WGSX's strong relationships with various other programs at Laurentian--relationships I know said programs' faculty and students to value greatly--WGSX has strong local ties, both at the grassroots level and with formal organizations as community partners. For example, Thorneloe's WGSX faculty works closely every year with Sudbury organizations including the Y.W.C.A., Réseau ACCESS Network, the N'Swakamok

Indigenous Friendship Centre, NISA/Northern Initiative for Social Action, and the S.W.A.N.S/Sex Workers

Advisory Network of Sudbury, providing their students with exciting experiences in volunteering, organizing, and other advancing social justice related work--myself included.

The WGSX program at Thorneloe University remarkably advanced my skills in interdisciplinary and community-based research, which I continue in my SSHRC-funded scholarship at the PhD level today.

As studies of race and gender continue to grow exponentially in relevance and popularity, Thorneloe's engagements with and commitments to local community and prevalent social justice issues makes their WGSX program invaluable to Laurentian as an institution.

As a dedicated SSHRC scholar and graduate student of Gender Studies, and as an Anishinaabe/Indigenous lifelong resident of Sudbury, it is my dream to continue to work closely with WGSX faculty and community at Thorneloe University. I cherish my relationship with Thorneloe and benefit from its existence both as a scholar and as a community member.

Thorneloe needs the support of Laurentian as a federated institution to continue its exceptional legacy as a WGSX program in Northern Ontario.

This difficult crisis provides Laurentian with a unique opportunity to uplift the WGSX program and Thorneloe as a federated institution. This requires that WGSX is recognized as a longstanding and sustainable asset to Laurentian-- both financially, and in terms of its reputation.

I demand, alongside my colleagues and friends in the WGSX community, that Laurentian hold itself accountable to WGSX at Thorneloe University--that Laurentian honours and upholds the existing federation agreement between Laurentian and Thorneloe in its recovery from this crisis, through a sincere consideration of WGSX's immeasurable contributions to Laurentian and the strength of its relationship to various communities in Northern Ontario.

Thank you for your time,
Adria Kurchina-Tyson PhD(c), Gender Studies, Queen's University

30. Dr. John Gibaut,

The following is my personal statement in support of the Women's and Gender Studies program as an alumna.

Studying at Thorneloe University allowed me much more than just receiving a degree in Women's and Gender Studies. It allowed me to create invaluable connections that have furthered me both as an academic and as a person who strives to seek justice in her everyday life. It allowed me to be a part of a community, not just on campus but further into the Greater Sudbury area. It allowed me to gain knowledge that has been and currently is denied to many. It allowed me space to grow and change and learn. For this I will always be thankful for Thorneloe and the people that make it what it is; the professors and the students, both past and present.

Bethany Simonson, Women's and Gender Study graduate, 2019.

31. My name is MacKenzie Van Horn. I graduated from the Womens, Gender and Sexuality Studies program at Thorneloe in 2019. I am currently finishing my Master's in Urban and Regional Planning at Queen's University. I do not believe that I would have the opportunity to study here without my undergraduate experience. The support I received from the faculty, and the close-knit community that exists at Thorneloe allowed me to flourish as a student. It was the course Gender, Race and Place that made me want to become an urban planner. This program will mean more inclusive cities, and urban policies in the future. While my graduating class was small, there are so many Laurentian University students that take classes at Thorneloe. It is a staple of Laurentian University. There were engineering and architect students in my Gender, Race and Place class, social work and midwifery students in my Intro to Women's Studies class. This program will have a domino effect in so many fields, as myself and many alumni continue to practice anti-racism, anti-sexism, and decolonial work in practice. You have my full support, and I only wish I could do more to help.

Kind regards, MacKenzie Van Horn, M.Pl. Candidate (2021)
Department of Geography and Planning, Queen's University

32. Good afternoon President Haché and Dr. Joel Dickinson,

I am writing to you today to declare my support for the Women's, Gender and Sexuality Studies program at Laurentian University.

As a graduate of the WGSX program, I firsthand understand the importance of maintaining this program for future students. Its interdisciplinary nature provided me with an invaluable foundation to think critically on issues through many lenses, build meaningful networks and supports, gain leadership skills as well as transferable knowledge.

Whether students are going to be working in nonprofits, business enterprises, government or so on, the WGSX program is essential to inspire active and engaged citizens that are collaborative, innovative and hope to create meaningful change.

In my experience specifically, Thorneloe University was a safe space that focussed on critical thinking, provided a sense of belonging and fostered creativity, while inspiring lifelong learning and active citizenship. The center at Thorneloe University on campus and the content of the courses within the program were vital to my growth as a student and learner.

I maintain that Laurentian University commit to offering degree programs in Women's, Gender, and Sexuality Studies, that the federation with Thorneloe University be strengthened and upheld so that commitments to Women's, Gender, and Sexuality Studies students and community partners throughout Sudbury and northern Ontario be sustained. As well as explore alternatives that allow Laurentian graduate and undergraduate students to continue to combine their professional and other studies with Women's and Gender Studies programming.

Caitlin McAuliffe Graduated with Major in Womens, Gender and Sexuality Studies, Minor in Sociology and Indigeneous Studies, 2018

33. My experience as a student at Thorneloe University was impactful and important. I graduated from the Women's, Gender, and Sexuality Studies program at Thornloe in 2019. The WGSX program and its educators encouraged me to learn, grow, and challenge myself in ways I never could have imagined. It was an immense privilege to learn at this institution. One with professors who deeply care about their students and the array of intersectional materials they teach. Thornloe University's future is not only important, it is essential for the continued growth of our Sudbury community.

Hailey Benwell, WGSX Graduate, 2019

34. As an academic program, Women's, Gender, and Sexuality Studies has provided me with a critical framework in the way in which I view and understand myself as well as my experiences in the world. During my time at Thorneloe, I engaged in critical discussions with faculty and fellow students about the significance of feminism as well as the intersections of gender, class, racialization, sexuality and ability. Feminist theory provided me with a lens to analyze my research and experience of the powerful and problematic impact of inequalities within the male dominated industry of automotive manufacturing.

The study of gender is one of the most socially significant areas in education, and I believe it would be an absolute injustice to remove it from any educational institution. Dr. Jennifer Johnson, as well as other faculty, are some of the most intellectually challenging and supportive professors that I have had the privilege of learning from. Please consider this request in hopes that students will continue to learn from the faculty at Thorneloe and ultimately continue to fight for the social change, justice, and equality our society is demanding.

Kind regards, Meagan Starr, BA Sociology 2011, Women's Studies Certification 2011, MA Sociology 2014

35. Thorneloe University was the one place at Laurentian University I felt seen and heard. In the five years I spent in Sudbury, it was one of the few buildings on campus I felt like I belonged. As a graduate of the WGSX program, I am proud of the education I received and the person it has helped me become. As an interdisciplinary program it allowed me to explore many subjects, from motherhood and the fight for reproductive justice to feminist theories that allowed me to understand the world and how I can change it for the better.

As a black woman, an immigrant, WGSX helped me have the vocabulary to articulate my lived experiences. To have knowledge of and create critical studies of the world presented to me, the identities I am often boxed into and how to better the communities I belong to. Through my involvement with the Laurentian community either in my role as the Women's centre coordinator, as co-president of World University Services of Canada or as the women's representative for SGA board of directors. I tried my best to serve with integrity and advocate for inclusion as taught by my program.

I remember when Laurentian was addressing the growing rise of white supremacy and anti black lives matter on campus. It was Dr. Jen Johnson, head chair of the WGSX program who was called upon to try and help Laurentian handle that situation. Laurentian knows the value programs such as WGSX, Indigenous studies and the many other programs offered through affiliated universities.

But after using this great PR, Laurentian is quick to discard us. As the world continues conversation on dismantling colonial systems and inclusion Laurentian is trying to remove its best resources in engaging in such critical conversations so they can continue to fill their shareholders' pockets.

As an Alumni of this institution, I am disappointed and Laurentian has proven to me, to us, what we have always known and feared. That their talk of reconciliations, of inclusion and dismantling systems of oppression, their promise of putting students first is nothing more than a pretense as when they are faced with issues they themselves brought upon

themselves with their mismanagement of funds. Laurentian' students, who are already marginalized, are being left behind. There is no student first if you are putting your best interest ahead of us, it's not a choice when our hands are tied. Keep your word of valuing anti-racism work, keep your word of valuing reconciliation and decolonization, keep your word of valuing anti-racism work and take responsibility for your actions. Don't make us your scapegoat.

Thank you, Lovette Nyembwa

Ancient Studies

36. To Whom it may Concern,

I am writing in response to the recent termination of the federated agreement between Laurentian University and Thorneloe University. I hope by sharing my experience to shed light on the value of Thorneloe University as an institution for higher learning, as well as the negative impact its closure or dissolution will cause.

I studied Classics (now Ancient History) at Thorneloe University from 2006-2012. It was a relief to be able to study in the North since I had grown up in the small town of Englehart, Ontario, and naturally I wanted to stay closer to friends and relatives during that new and exciting chapter in my life. Almost the entirety of my graduating class, in fact, chose to pursue post-secondary education in either Sudbury or North Bay. It was an instinctive choice. Personally, not only could I stay in Northern Ontario, but through Thorneloe University, Laurentian offered its students a broad array of humanities courses and programs. Why would I go anywhere else?

It was a good choice. The Classics department at Thorneloe University gifted me with *the most inspirational teachers I have ever had*. Part-way through my undergraduate there, I left Thorneloe to pursue a career as a paramedic. It did not take long to realise that the role models I had met at Thorneloe represented much more closely the kind of person I wanted to become as a young man. More than any of my instructors, preceptors or eventual colleagues in healthcare, the professors I had met at Thorneloe gave me access to the ideas, the empathy, and the curiosity for life that I feel are important and fulfilling. Upon returning, professors like Alan Daoust and Aven MacMaster prepared me for the road to graduate school by sharing their more recent experience at that level. The late Sally Katary taught me Middle Egyptian on her own time and free of charge. Guy Chamberland continued to lend an experienced eye by proofreading my conference submissions after I had graduated and started an MA elsewhere. By the time I was in the 4th year of a Classics PhD, Louis L'Allier had spent more time with me discussing my thesis than my own advisor at Western University. There is no replacing a community of educators like this.

Unfortunately, I did not become a university professor like my role models. Careers in academia have become increasingly precarious, as I am sure the reader will agree given the circumstances of the reading. Perhaps I am lucky in that, if I had become a professor, I too might have fallen victim to the vagaries of an administrative system that sees faculty as liabilities and not as assets. The faculty at Thorneloe were tremendous assets to me, and certainly to many other students like me. This, sadly, is an outcome that is difficult to quantify on a spreadsheet. Many class sizes are small, it is true. But while this may represent an administrative weakness, it is also Thorneloe's greatest strength. The sense of community it fosters between students and teachers, although it lasts a lifetime, cannot be quantified. The community at Thorneloe specializes in teaching Humanities and although (on paper) these may not be immediately profitable "transferable skills," in my estimation the Classics department at Thorneloe has taught me the most "transferable" skill of all: to know thyself. I am a construction manager now at a small company near my hometown. I still live in the North and I intend to spend the rest of my life here. The faculty members at Thorneloe remain my greatest role models.

It is a great shame that such a door may be closed to the young people of Northern Ontario, who will not be afforded the same opportunity that I was.

Paul McGilvery, Englehart, Ontario

37. My name is Jennifer Toffoli and I am a 2009 graduate of the Classical Studies program offered at Thorneloe.

I spent a good portion of my life on campus attending Laurentian University beginning in 2002 and ending in 2013. Why so long? Simple: I love learning and the federated universities peaked my interest with their variety of unique courses. My take on this is that I feel they [Laurentian] are taking away and/or threatening part of my identity. I pride myself on the schooling I have done and by no means could I have done it without Thorneloe. Everytime I meet someone new, I always discuss my education.

When I explain what Classics is all about and the uniqueness of the courses Thorneloe offers, I see a spark in their eyes. They are genuinely intrigued, especially when they had enrolled at Laurentian and now have the opportunity to take these courses themselves. How can you deny students that think creatively - uniquely, and do not wish to stick with mainstream programs offered throughout most Canadian universities.

Thorneloe is not only an integral part of Laurentian University, but it is the backbone of many undergraduate degrees at Laurentian, the backbone of many of MY degrees. Without Thorneloe, Huntington, and the University of Sudbury, I would not have been able to complete my other undergraduate degrees of Ethics and Family Life Studies. They pulled

courses from Religious Studies, Philosophy, Ancient Studies, Labour Studies, Environmental Studies, and Communication Studies.

All of the above mentioned disciplines had the advantage of smaller class sizes, one-on-one interactions with professors, and the time to discuss any academic issues or course materials that needed to be reviewed. Having done my undergraduate thesis with Prof. Aven McMaster, I can't even begin to tell you how much I got out of that experience. She had always made herself available to her students, along with all of the other professors there - because that's what Thorneloe represents - a TEAM that has always had the student's best interests and potential at heart. Thorneloe and its professors are the type of people you covet and you recognize that without them, you lose a part of Laurentian - the heart of Laurentian - that let me assure you, will go noticed.

Sincerely, Jennifer Toffoli

Religious Studies

38. Thorneloe Alumni Statement – Julia Brousseau

My heart aches. The injustice faced by students, staff, and faculty at Laurentian University is nothing short of an act of violence. The threats, fear, and concealment of information perpetuates rhetoric against the arts and against humanity. The programs offered at the federated universities open students up to grander and more hopeful possibilities for the future. The humanities as a field help to aid the continuation of imaginary realities that can become manifest. The loss, the negation, the utter violence they suffer at the hands of the Laurentian University administration is unspeakable. The faculty who have spent years training and teaching students to envision a better future should not be cast aside. My time at Laurentian enabled me to continue my studies abroad, and I would not have even imagined the opportunity were it not for the mentorship and guidance from the faculty and staff at the federated universities.

“Fear operates as an appetite or an addiction” Marilynne Robinson, “Fear.”

The fear that the Laurentian University administration is employing is an addiction and affliction that is mirrored throughout society as a whole. After a year spent trying to survive a pandemic, the administration has employed motives of fear to try and divide an already isolated student body and faculty. To do this to students, faculty, and staff during the year anniversary of the Covid-19 pandemic and the end of the semester is shameful and disgraceful. How are students, staff, and faculty supposed to carry on in the term with the looming layoffs? If the pandemic hasn't been difficult enough already, this is part of a larger theme of suppression, division and isolation.

Fear only breeds more fear, and loss of humanity appears to be present in those who employ an auditing tactic made specifically for private businesses. What does this indicate about the state of the post-secondary system in Ontario and Canada as a whole? Not only has the CCAA process dehumanized those who work and attend Laurentian University, it now has created a sinister precedent for other public institutions. Where has the Ontario government been throughout this process? How has the CCAA process even been employed in this way? Why hasn't anyone stepped in? Why has the North been forgotten once again?

This process indicates that this is part of a much larger cultural movement throughout Ontario, Canada, and Western society as a whole. Greed, cynicism, fear and division are a societal sickness that we cannot seem to shake. The loss of these programs and faculty will have drastic and irreversible impacts on Sudbury's community. The north needs the arts, and the arts need community and cooperation from the North.

"It is very much in the gift of the community to enrich individual lives, and it is in the gift of any individual to enlarge and enrich community" Marilynne Robinson, "Imagination and Community."

What the Laurentian administration is aiming to do is divide. But we have already seen in the Save Our Sudbury movement is the community formation and fight for a better future. The loss of the federations and the arts broadly does not just affect those who are in the humanities, the effects reverberate throughout the entire community. The ecosystem of relations will be forever ruined with the denigration of these crucial and life-giving programs and faculty.

Students, staff, and faculty from *all* fields at Laurentian University have come together in support of each other. This is exactly what the administration is trying to stop. But what they do not realize is that the support and relationality from the community can overcome any division they may try to create. The community movement and action we have seen thus far is exemplary and indicates the necessity of community and holistic education. The loss of programs and faculty does not just affect the federations and the arts, it affects everyone.

"The patience of love is not placation of injustice" Catherine Keller, *On the Mystery*. The love and community care of Laurentian University faculty, staff, and other community members is astounding. Students, faculty, and staff have come together in the face of injustice and violence. What the Laurentian University administration does not realize is that the current students will be the leaders of tomorrow. The strength they have shown in the face of uncertainty and injustice is exemplary and will have lasting effects on the

community. This will never be forgotten, and the love and patience that has been shown throughout this process is what we as a community and society need going forward in order to create brighter and more relational futures.

39. Good evening Dr Haché,

I am saddened by the news that Laurentian is terminating their relationship with the federated universities. In 2016, I made the decision to pursue a BA in Psychology through Laurentian's online program. Your university gave me valuable credits for my college diploma and offered a minor program that fit my interests. Specifically, a minor in Religious Studies is what confirmed for me that Laurentian was where I wanted to study.

The classes I took through Thorneloe University helped me achieve what I would specify as a well rounded and complete education. Thorneloe's faculty and classes represented Laurentian's excellence, the content was applicable to many of my psychology assignments, and my critical thinking skills were stretched in new and exciting ways. I truly believe that I am a better student, public servant, and man of faith because of the courses I applied myself to. Once I graduate this fall I look to continue my education in pursuing a master's in counselling and spirituality at St Paul's University, which I would not be able to do if Laurentian did not have their agreement with Thorneloe.

From my perspective Laurentian is truly losing a great relationship and opportunity to provide additional options to students like myself for a one of a kind education. Laurentian should strongly reconsider their position and what is at stake should they follow through with terminating this relationship.

Thank you for your ear.

Kindest regards, Phil Desroches

40. Dear Dr. Gibaut,

I attended Laurentian University as a mature student and chose to specialize in Religious Studies with many of my favourite classes being taught at Thornloe. I chose these courses because I was curious about my roots and wanted to become a more critical thinker and a better writer. Every time I see my student loan payment come out of my credit union account I don't groan. I remember the friendships I formed with fellow students and teachers. I hope Thorneloe's professors and staff know how much their classes helped mold me into the person I am today. I strongly support your efforts to resist Laurentian's attempt at terminating its federation agreement with Thorneloe.

All the best, Kevin Closs

41. My name is Lindsay, and I am a graduate of the Religious Studies program through Thorneloe in 2017. An essential component of what made my university experience incredible and memorable was the environment at the federated institutions. Each passionate educator fostered safe and thought-provoking conversation and learning. I grew more personally and professionally than I could have ever imagined because of the small class sizes and the attentive, brilliant instructors. Everyone had the opportunity to share their views and values in an open and encouraging setting. I am incredibly grateful to have grown under the care and compassion of the Religious Studies program and use lessons from my experience there in everyday life.

Thank you, Lindsay Vautour

C. Community Support

General

42. To whom it may concern,

Being born and raised in Sudbury, it has always been a point of pride that we had a University here in our very own City of Sudbury. My father, Ted Nicholson, who was a city counsellor in Sudbury for 13+ years, loved to learn and placed a high value on education and was very proud of Laurentian. If he was still alive, he would still be taking courses. My hope was to someday take courses at Thornloe and Laurentian. This is heartbreaking that the opportunity may no longer be a possibility for students of all ages. Having Laurentian, Thorneloe and the other federated colleges in the middle of our great city, and yes I mean that sincerely, brings in students and professors from all over the world. This is not only good for the university, the students but for the businesses. This community cares. This community and the hard working people of Sudbury freely give to people and businesses that need help. When a call for help is put out, Sudburians take on the challenge. Why not ask us for help? Tell us what we could do? We are a forgiving bunch. Instead of hiding the problems, I might add that the financial troubles of Laurentian weren't always in the forefront of the news but they were no secret. So trying to keep it secret and then coming out with a PR plan to try to save face? No. Is it lack of courage or knowing that with the community's help to save Laurentian and tFederated Universities that we would expect some heads to roll? To admit fault? Is it too late? I've seen what hope can do. And I will keep faith that this can be turned around.

Sincerely, Jennifer Ames, Sudbury

43. Dear Dr Gibaut,

I am writing to express my support for your efforts to restore your federation agreement with Laurentian University. As a faculty member, one-time English Dept chair, and one-time interim Associate Dean at St Jerome's University, federated with the University of Waterloo, I know how important such arrangements are to church colleges. I had the opportunity to visit your campus in the fall of 2019 to participate in a one-day conference at the invitation of Mark Scott and thoroughly enjoyed my time there. Thorneloe is doing good and important work, and you're an important presence on the wider LU campus. I wish you every success as you work to preserve your federation agreement and continue your mission on the strongest possible footing.

Sincerely, Norm Klassen DPhil (Oxon)

Professor and Acting Chair, Dept of Religious Studies, St. Jerome's University

Women, Gender and Sexuality Studies

44. Dear President Haché and Dean Dickinson,

As the Steering Committee of the Sexuality Studies Association (SSA) we are writing to you on behalf of our organization to express grave concern over Laurentian University's recent statement that it wishes to dissolve the relationship with its federated partners as part of a broader financial restructuring plan. The SSA, as an academic association dedicated to critical pedagogy, research, and advocacy ensconced in community engaged practices of social justice, wishes to express our strongest opposition to such unilateral decisions to disengage with federated partners such as Thorneloe University (Women's, Gender, and Sexuality Studies).

In the spirit of transparency and holding publicly funded universities accountable to the communities which they serve, we believe that Laurentian's current efforts to restructure the Women's, Gender, and Sexuality Studies (WGSX) program housed at Thorneloe University will have immediate negative impacts on current WGSX students' education and employment prospects. Students will no longer be able to complete their degrees in the WGSX program - their *chosen* major. Critical programs such as Women's, Gender, and Sexuality Studies attract students from marginalized communities (e.g. women, 2-SLGBTQ+, trans and non-binary individuals and allies) who are passionate about feminist theory and praxis because it speaks to and resonates with their lived experiences. It is within critical programs that students receive validation of their own lives, learn to work across gender, racial, sexual and class-based differences, and become further committed

to enacting social justice within wider Northern communities. WGSX students deserve the opportunity to work with faculty who are experts in the interdisciplinary fields of Women's and Gender Studies, Sexuality Studies, and Transgender Studies, rather than to be dispersed into other programs where questions of gender, sexuality and their intersections with race, colonialism and class are often peripheral at best. The meaningful educational offerings of the WGSX program not only work to recruit students, they are key to retention and solid rates of completion.

It is not hyperbolic to suggest that the WGSX program serves as a literal lifeline for many young women and members of two-spirit (2-S) and LGBTQ+ communities. Given contemporary discussions concerning student's mental health and wellbeing, it is important to understand the psychological toll that such restructuring can have on current students. Disbanding the WGSX program indicates that Laurentian University is not committed to providing the physical, material or psychological space that comprises a safer environment for some of its most marginalized students to learn and gather. As members of Women's and Gender Studies, as well as Sexuality Studies programs ourselves, we can attest to the emotional labour and support that dedicated programs like WGSX offer students. Such decisions communicate volumes to the families and broader communities in Northern Ontario from which future students will be recruited - their lives, experiences, struggles and triumphs do not matter.

It is sickening to witness the cutting of 110 faculty positions. Faculty and support staff many of whom are in the Faculty of Arts have lost their livelihoods. Other faculty members and support staff including our colleagues within the WGSX program are forced to work, and live, in fear of the closure of their program - one whose intellectual culture and community relations took years of labour to build. Grappling with the destruction of their program that took years to build will impact their wellbeing and the lives of their families. Such disregard for programs dedicated to addressing gender, sexual and racially-based oppression will have a corrosive effect on the broader Laurentian community. Throughout the past and continuing presently, faculty contributing to the Women's, Gender, and Sexuality Studies program at Laurentian have educated, mentored, supervised, co-authored and established research partnerships with many of the junior faculty and mid-career academics who comprise the membership of the SSA. The impact of their intellectual labour and commitment to social justice praxis reaches far beyond Laurentian University.

The Women's, Gender, and Sexuality Studies program impacts the overall wellbeing of Northern Communities. Like similar programs in other universities, the Women's, Gender, and Sexuality Studies program provides service learning for other professional programs such as Social Work and Midwifery (which disturbingly has been cut). Such education rooted in broader feminist anti-racist, anti-colonialist intellectual traditions, as well as

further commitments to equity and social justice prepare students to make positive interventions in their workplaces and wider community spaces. Women, Gender, and Sexuality Studies faculty and students at Laurentian University have participated in, and often led, Black Lives Matter demonstrations, International Women's Day Events and 2-S LGBTQ+ initiatives. Such events make space for the public dialogue and education necessary to evoke change that enriches the already vibrant Northern communities. The CCAA is providing cover to attack those academic programs whose transformative purpose is to advance equity-demanding groups in all aspects of our lives. The SSA counts itself as one of the many allies of the Women's, Gender, and Sexuality Studies program at Laurentian University and we will not stand idly by and allow this to happen.

We demand that:

- Laurentian University maintains its commitment to offering degree programs in Women's, Gender, and Sexuality Studies.
- The federation with Thorneloe University must be strengthened and upheld so that commitments to Women's, Gender, and Sexuality Studies students and community partners throughout Sudbury and northern Ontario are sustained.
- Those alternatives are explored to allow Laurentian graduate and undergraduate students to combine their professional and other studies with Women's and Gender Studies programming.

Sincerely, SSA Steering Committee

Dan Irving, Associate Professor, Carleton University

Ryan Conrad, Part-time faculty, Concordia University

Gary Lee Pelletier, PhD Candidate, York University

Patrick Michael Teed, PhD Candidate, York University

Patrick Keilty, Associate Professor, University of Toronto

Cait McKinney, Assistant Professor, Simon Fraser University

45. Hello, I am a full professor in Political Studies and Gender Studies at Queen's University. It is made clear to me many many days that what happens in our Department of Gender Studies promotes equity and diversity interests across the entire university. The students across all disciplines who take our courses say that it vastly improves their understanding of discrimination in the world and their desire to alleviate it. We have students in engineering, business, science, life sciences who all tremendously benefit in their own disciplines because of what they have learned in an introductory Gender Studies course. We have faculty across the university who rely upon us to be the first voice to speak

publicly about equity and diversity issues. We have students who have obtained an undergraduate degree who have gone on to careers in medicine, law, politics and business and write back to us about how their degree in Gender Studies shaped them and made them a leader in promoting inclusion in their professions and communities.

I can appreciate that there are huge financial challenges at Laurentian University. I have enjoyed being a guest speaker at Laurentian and in Sudbury a number of times, mainly associated with the History and Sociology Departments. Daily I use a letter opener that I received from Laurentian University when I received the Dr. Jennifer Keck Lectureship on Social Justice in 2005. As a result I know how much Laurentian has been committed to social justice issues and I know how that has benefitted many local communities.

I urge you to continue Laurentian's commitment to developing a more diverse and inclusive Sudbury and surrounding community through the continuation of the Women's, Gender and Sexuality Studies program.

Sincerely, Dr. Margaret Little
Gender Studies/ Political Studies
Queen's University

46. Dear President Haché and Dr. Joel Dickinson:

Atlantis: Critical Studies in Gender, Culture and Social Justice is one of the longest-standing academic journals for Women's and Gender Studies (WGS) in Canada. Since 1975, *Atlantis* has published work at the forefront of WGS research and has thus contributed both to the field and to the careers of many scholars. The *Atlantis* Editorial Board comprises scholars from several disciplines, departments, and institutions across Canada.

Atlantis is writing today in support of the WGS program at Thorneloe University and in support of the federation agreement between Laurentian and Thorneloe Universities.

WGS is an indispensable program—now more than ever. Commitments to diversity, equity, and inclusion cannot be met if programs dedicated to this cause are eliminated. WGS students cannot be assimilated into other programs and still receive the specialized instruction and experience required for a WGS degree. And graduates will be less prepared for the crucial work they do—especially in northern Canada—without the necessary insight and training of a dedicated WGS program.

Eliminating programs and course content that are essential to current discourse in Canada and around the world would be a disservice to Laurentian's academic mission. Moreover, if Laurentian wishes to uphold commitments to equity, diversity, inclusion, and

decolonization—as all public institutions must—then upholding agreements with Thorneloe University and other federation partners is necessary.

Likewise, WGS programs, degrees, and graduates are necessary for achieving excellence and equity in *every* field. Students often take WGS classes as a distribution credit and, in doing so, become strategically poised to bolster equity, diversity, and inclusion in their chosen fields across the social sciences, sciences, and more. By cutting access to these essential learning opportunities, Laurentian University is compromising the strength and value of education for every student, in every degree program.

We cannot improve education across the country unless we are willing to stand in solidarity for access to programs that are diverse, that promote critical thinking and problem-solving, and that provide valuable insight for students in every discipline.

Thank you for your attention.

Atlantis Journal Editorial Board and Staff
% Mount Saint Vincent University
Halifax, Nova Scotia

47. Dear President Haché and Dean Joel Dickinson,

I am writing today to express my deep concern over the future of the Women's, Gender, and Sexuality Studies program at Thorneloe University and Laurentian. As a former faculty member for the program (2016-17) and the inaugural Program Director for the Interdisciplinary Studies in Sexuality Program at Concordia, I urge you to take the necessary steps to ensure the continuation of the WGSX program given today's major cuts to university programs and faculty layoffs. Women's, Gender, and Sexuality Studies programs have been consistently stable across Canadian universities, and in recent years, we are seeing increasing enrollments in these programs as students seek out education and training for a socio-economic landscape where issues of gender, sexuality, equity, inclusion, and diversity are being emphasized across both the public and private sectors. Losing research specialization through faculty complements in this area, and degree specialization for students majoring in WGSX, will have a profound negative impact on both higher education at Laurentian and gender and sexuality scholarship in Canada more widely.

As Laurentian grapples with its financial affairs, I implore you to maintain the university's commitment to offering degree programs in Women's, Gender, and Sexuality Studies, including through models that would allow Laurentian graduate and undergraduate students to combine their studies and professional training with Women's, Gender and Sexuality Studies programming to help ensure wide benefit of WGSX curriculum across

sectors at the university. Additionally, I urge you to renew your commitment to working with Thorneloe University, so that commitments to Women's, Gender, and Sexuality Studies students and community partners throughout Sudbury and northern Ontario are sustained. This is especially important given the news today that the Midwifery program, one of the few programs prioritizing midwifery training for Indigenous and remote communities, has been cut. While I am certain that both students and faculty at Laurentian are anxious about their futures, I also remind you that faculty from across the country are watching how the university is being restructured and hold value in the WGSX program as an essential part of Canada's academic landscape.

Sincerely, Natalie Kouri-Towe, PhD

Assistant Professor, Simone de Beauvoir Institute, Director, Interdisciplinary Studies in Sexuality, Concordia University | Université Concordia
1455 de Maisonneuve Blvd Ouest
Montréal, QC H3G 1M8

48. President Haché, Dr. Joel Dickinson,

I call on you to ensure the following:

Laurentian University maintain its commitment to offering degree programs in Women's, Gender, and Sexuality Studies

The federation with Thorneloe University must be strengthened and upheld so that commitments to Women's, Gender, and Sexuality Studies students and community partners throughout Sudbury and northern Ontario be sustained

That alternatives be explored to allow Laurentian graduate and undergraduate students to combine their professional and other studies with Women's and Gender Studies programming

I further call on you to maintain programs for all equity-seeking groups.

Sincerely, Mary Anne Coffey, Contract Faculty
York University, Toronto

49. Dear President Haché and Dean Dickinson,

I write to urge you to ensure that Laurentian University maintains its commitment to offering degree programs in Women's, Gender, and Sexuality Studies. As the pandemic widens and profoundly deepens gender and other inequalities, it seems unconscionable to

eliminate one of the few academic programs that produces the kind of knowledge and research that can help our province and country to recover.

Your commitments to WGSX faculty, staff and students are crucial at this time. The federation with Thorneloe University must be strengthened and upheld so that commitments to Women's, Gender, and Sexuality Studies students and community partners throughout Sudbury and northern Ontario can be sustained. At this moment and in the wake of the pandemic, these commitments and partnerships will be even more crucial than before, and the work of WGSX can position Laurentian and Thorneloe as leaders in the post-pandemic community recovery, by producing knowledge and university-community collaborations that can help redress the entrenched inequities the pandemic has exposed and deepened.

I urge you to explore alternatives to allow Laurentian graduate and undergraduate students to combine their professional and other studies with Women's and Gender Studies programming, which can only strengthen your local communities as well as students' learning experiences.

It is not too late to recommit to a program that can demonstrate Laurentian's leadership capacity for building a post-pandemic society committed to equity, diversity, inclusion and social justice.

Sincerely, Dr. Amber Dean
Associate Professor
Chair of the Graduate Studies Committee
Department of English and Cultural Studies
McMaster University



St. Francis Xavier University
P.O. Box 5000
Antigonish, Nova Scotia
CANADA B2G 2W5

Website: <http://www.stfx.ca> Women's and Gender Studies

April 12, 2021

Dear Drs. Haché and Dickinson,

The Women's and Gender Studies Program at St. Francis Xavier University is an interdisciplinary

program which has existed for 25 year at a small undergraduate-focused university in rural Nova Scotia. We are deeply troubled by the decision by the Laurentian University administration to declare financial insolvency and advance financial restructuring by filing for court protection under the *Companies' Creditors Arrangement Act*, as well as the inaction of federal and provincial governments. I am writing on behalf the Women's and Gender Studies Program at StFX to express our support for the Women's, Gender, and Sexuality Studies Program at Thorneloe University. Additionally, we support the federation agreement which exists between Laurentian and Thorneloe.

As an interdisciplinary program at a small university in rural Nova Scotia, we are intimately aware that a program like the Women's, Gender, and Sexuality Studies program at Thorneloe does much more than offer courses and degrees. This program is a vital presence on campus and in the wider Sudbury community. Students, faculty, and staff associated with WGSX at Thorneloe are engaged in a variety of movements for equity and justice, including 2S-LGBTQ+ issues, International Women's Day, Black Lives Matter, francophone teaching and learning, and truth and reconciliation with Indigenous peoples, and have led or participated in community and campus events about these struggles. Such events and organizing demonstrate that what students learn in the classroom is interconnected with faculty scholarship and the world within and beyond the university. Thus, if Laurentian wishes to remain credible in its stated commitments to social justice and decolonization, it is essential that Laurentian continue to offer courses and degree programs in WGSX.

We also wholeheartedly join the chorus of voices demanding that Laurentian sustain its existing commitments to Women's, Gender, and Sexuality Studies students and community partners in Sudbury and throughout northern Ontario. This is crucial, as students and community partners rely on WGSX, and do not have clear back-up options available. The education that students receive in WGSX courses could be combined with undergraduate and graduate student programming at Laurentian, including professional studies, in a way that would make other programming at Laurentian more relevant and robust. And finally, the severe underfunding of postsecondary institutions in northern Ontario must be remedied.

Thank you for your consideration of this letter.

Sincerely,

Dr. Rachel Hurst, Coordinator, on behalf of the Women's and Gender Studies Program at St. Francis Xavier University, Antigonish, Nova Scotia
rahurst@stfx.ca

cc. Dr. John Gibaut, President of Thorneloe University

Dr. Jen Johnson, Chair of Women's, Gender, and Sexuality Studies, Thorneloe University

This is **Exhibit "E"**
referred to in the Affidavit of John Gibault
sworn before me this 19th day of April, 2021.

A handwritten signature in black ink, appearing to be "John Gibault", is written over a horizontal line.

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF
LAURENTIAN UNIVERSITY OF SUDBURY**

**FIRST REPORT OF THE MONITOR
February 7, 2021**

INTRODUCTION

1. On February 1, 2021, Laurentian University of Sudbury ("**LU**" or the "**Applicant**") brought an application (the "**CCAA Application**") before this Court seeking an initial order pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") to, among other things, obtain a stay of proceedings to allow the Applicant an opportunity to financially and operationally restructure itself.
2. On February 1, 2021, the Court granted an initial order (the "**Initial Order**") that, among other things, appointed Ernst & Young Inc. as monitor of the Applicant in these CCAA proceedings (in such capacity, the "**Monitor**"), and approved a stay of proceedings for the initial 10-day period (the "**Stay Period**") and certain Court ordered super-priority charges.
3. The Court scheduled a comeback motion for 9:00am on February 10, 2021 (the "**Comeback Motion**").

PURPOSE

4. The purpose of this First Report of the Monitor (the "**First Report**") is to provide information to the Court on:
 - a. the Applicant's operations since the granting of the Initial Order;
 - b. the Monitor's activities since its appointment;

- c. the Applicant's request for the appointment of a Court-appointed mediator;
- d. the Applicant's request for approval of an Amended and Restated Initial Order that, among other things, approves:
 - i. debtor-in-possession ("**DIP**") financing pursuant to the DIP Term Sheet (as defined below) between the Applicant and the DIP Lender (as defined below) and the grant of the DIP Lender's Charge (as defined below);
 - ii. an extension of the Stay Period to April 30, 2021;
 - iii. an increase in the Administration Charge from \$400,000 to \$1,250,000;
 - iv. an increase in the Directors' Charge from \$2,000,000 to \$5,000,000, in accordance with the priority set out in the Amended and Restated Initial Order; and
 - v. the granting of the Administration Charge, the Directors' Charge and the DIP Lender's Charge in priority to all other "secured creditors" as defined in the CCAA,
 in each case, substantially in the form included in the Applicant's Motion Record; and
- e. the Monitor's recommendations with respect to the above.

TERMS OF REFERENCE AND DISCLAIMER

- 5. In preparing this First Report and making the comments herein, the Monitor has been provided with, and has relied upon, unaudited financial information, books and records and financial information prepared by the Applicant and discussions with senior management of the Applicant ("**Management**") (collectively, the "**Information**"). Except as described in this First Report in respect of the Applicant's Cash Flow Forecast:
 - a. the Monitor has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Monitor has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards ("**GAAS**") pursuant to the *Chartered Professional Accountants Canada Handbook* and, accordingly, the Monitor expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information; and

- b. some of the information referred to in this First Report consists of forecasts and projections. An examination or review of the financial forecasts and projections, as outlined in the *Chartered Professional Accountants Canada Handbook*, has not been performed.
6. Future oriented financial information referred to in this First Report was prepared based on Management's estimates and assumptions. Readers are cautioned that since projections are based upon assumptions about future events and conditions that are not ascertainable, the actual results will vary from the projections, even if the assumptions materialize, and the variations could be significant.
7. Unless otherwise indicated, the Monitor's understanding of factual matters expressed in this First Report concerning the Applicant and its business is based on the Information, and not independent factual determinations made by the Monitor.
8. This First Report does not take into account all future impacts of COVID-19 (SARSCoV-2) ("**COVID-19**" or the "**Pandemic**") on the forecasts or projections or other actions taken by the Applicant as a result of the Pandemic. Any references made to the impact of the Pandemic on the Applicant in this First Report are based on preliminary enquiries and are not to be interpreted as a complete commentary or as an accurate assessment of the full impact of the Pandemic. The full impact of the Pandemic is not capable of being qualitatively or quantitatively assessed at this time.
9. The Monitor also brings this Court's attention to paragraph 5 of the Affidavit of Dr. Robert Haché (the "**Haché Affidavit**") sworn January 30, 2020 (the "**Initial Order Affidavit**") in which Dr. Haché Notes that he has relied upon information provided by LU's Finance department which has experienced certain challenges as a result of its limited team and resources. As a result, the Monitor notes that the Information relied upon for purposes of this First Report may be limited by these challenges.
10. Capitalized terms not defined in this First Report are as defined in the Report of the Proposed Monitor dated January 30, 2021 (the "**Pre-Filing Report**") or in the Initial Order.
11. Unless otherwise stated all monetary amounts contained herein are expressed in Canadian dollars.

BACKGROUND

12. On March 28, 1960, LU was incorporated under An Act to Incorporate Laurentian University of Sudbury, S.O. 1960, c. 151 C. 154 (the "**Laurentian Act**"). A copy of the Laurentian Act is attached as Exhibit "A" to the Haché Affidavit.

13. LU is a publicly funded, bilingual and tricultural post-secondary institution. Its operations are located in the City of Greater Sudbury, Ontario. LU has consistently been one of the largest employers in Sudbury.
14. The objectives and purposes of LU are described in the Laurentian Act as:
 - a. the advancement of learning and the dissemination of knowledge; and
 - b. the intellectual, social, moral and physical development of its members and the betterment of society.
15. LU is a non-share capital corporation and a registered charity pursuant to the *Income Tax Act*, R.S.C. 1985, c.1 (the “**Income Tax Act**”). Pursuant to Section 149 of the Income Tax Act, LU is exempt from the payment of income tax because of its status as a registered charity. As a registered charity, LU also receives donations and issues tax receipts to donors.
16. Further background information with respect to the Applicant is described in the Pre-Filing Report.

UPDATE ON THE APPLICANT’S OPERATIONS

17. Since the date of the Initial Order, the Applicant has focused on maintaining normal course day-to-day operations. Student classes are continuing (virtually due to the Pandemic) with no disruption.
18. In addition, the Applicant has commenced communications with its various stakeholders, including its students, faculty and other employees, suppliers, research-granting agencies and donors. Letters were emailed to certain of these stakeholder groups informing them of the commencement of the CCAA proceedings. The Applicant also launched a website at www.laurentianu.info and www.ulaurentienne.info to provide further information to stakeholders, including a detailed list of frequently asked questions and answers, contact information for support services for students, faculty and staff and a method to contact LU by email for other information.
19. Finally, the Applicant has drafted and implemented new fiscal restraint policies to monitor and authorize only necessary expenses during the pendency of this CCAA proceeding.

MONITOR’S ACTIVITIES TO DATE

20. Since the granting of the Initial Order, among other things, the Monitor has:

- a. assisted the Applicant in its communications with stakeholders;
 - b. responded to calls and e-mails received from creditors and other parties with respect to these CCAA proceedings;
 - c. monitored LU's receipts and disbursements;
 - d. participated in discussions with Management with respect to the cash flow forecasts prepared by the Applicant;
 - e. participated in a call with the Applicant and the Ministry of Colleges and Universities ("**MCU**"); and
 - f. participated in a case conference with LU and LUFA (as defined below) related to the appointment of a Court-appointed mediator.
21. The Applicant's weekly cash flow forecast for the period from January 30, 2021 to April 30, 2021 (the "**Cash Flow Forecast**"), appended to the Pre-Filing Report, is attached as Appendix "**A**" to this First Report. Given the limited number of business days that have elapsed since the date of the Pre-Filing Report, the Applicant does not anticipate any material change in the weekly cash flow forecast. The Monitor will continue to work with the Applicant to review actual receipts and disbursements and any variances, if any, from the Cash Flow Forecast and provide an update to the Court in its next report.
22. The Monitor has established a case website at www.ey.com/ca/Laurentian (the "**Monitor's Website**"). All court documents and certain other relevant documents will be posted on the Monitor's Website. Further, the Monitor has arranged for a toll-free hotline phone number (1-855-338-1766) for calls related to this matter and an e-mail address (LaurentianUniversity.Monitor@ca.ey.com) for e-mail correspondence with the Applicant's creditors and other stakeholders.
23. Pursuant to the Initial Order, the following notices and documents have been posted on the Monitor's Website, and/or sent to the Applicant's stakeholders since the date of the Initial Order:
- a. On February 1, 2021, the Monitor posted a copy of the Application Record of the Applicant (the "**Application Record**"), the Factum of the Applicant, the Pre-Filing Report, the Initial Order and the Endorsement of Chief Justice Morawetz dated February 1, 2021, on the Monitor's Website;
 - b. On February 4, 2021, the Monitor sent a notice (the "**Notice to Creditors**"), which included information about the CCAA proceedings, the toll-free telephone number and the Monitor's email address to all known creditors who have a claim against the Applicant of more than \$1,000, based on the contact information of such known

creditors provided by the Applicant (the “**Known Creditors**”), by prepaid ordinary mail. A copy of the Notice to Creditors was also posted on the Monitor’s Website and is attached hereto as Appendix “**B**”;

- c. On February 4, 2021, the Monitor posted a list showing the names of the Known Creditors and amounts owing per the Applicant’s books and records on the Monitor’s Website and the service list for the CCAA proceedings (this service list will be updated regularly by the Monitor as additional Notices of Appearance are filed);
- d. On February 4, 2021, the Monitor published the Notice to Creditors in the Globe and Mail (National Edition) and the Sudbury Star;
- e. On February 5, 2021, the Monitor posted a copy of the Applicant’s Motion Record in respect of the Comeback Motion; and
- f. On February 5, 2021, the Monitor posted the Order re: Appointment of Mediator and related Endorsement of Chief Justice Morawetz to the Monitor’s Website

MEDIATION

- 24. In its’ Application Record, the Applicant sought an Order for the appointment of a mediator by the Court (the “**Court-Appointed Mediator**”) to oversee negotiations with respect to the various restructuring initiatives necessary for the Applicant to achieve financial sustainability, including but not limited to a restructuring of academic programs, reduction of employee headcount and a restructuring of its Federated Universities model.
- 25. In the Pre-Filing Report, the Monitor set out its view that the appointment of a Court-Appointed Mediator is critical to ensure that LU, the Laurentian University Faculty Association (“**LUFA**”) and LU’s other stakeholders have the best possible opportunity to succeed in effecting an operational restructuring that will permit LU to be sustainable in the long term. The Monitor also set out its view with respect to the ideal characteristics of a Court-Appointed Mediator being someone:
 - a. that is independent and objective;
 - b. with experience in both insolvency matters as well as collective agreements and labour negotiations;
 - c. who understands the urgency with which the mediation must be conducted;
 - d. has the time available to dedicate to the mediation; and

- e. preferably, who is bilingual.
26. Ultimately, the Monitor noted that it is imperative that the Court-Appointed Mediator be appointed by this Court on an urgent basis.
 27. In this Court's endorsement issued in connection with the Initial Order, this Court invited LU, LUFA and the Monitor to schedule a case conference prior to the Comeback Motion, if necessary, to discuss the potential appointment of a Court-Appointed Mediator.
 28. The Monitor, counsel to the Monitor, counsel to LU and counsel to LUFA attended before this Court at a case conference on February 5, 2021. During the case conference, this Court indicated that after considering the urgency with which negotiations need to take place, the importance of such negotiations being successful within this compressed time period and the proposed characteristics of a potential Mediator, the Court proposed to appoint the Honourable Justice Sean Dunphy of the Ontario Superior Court of Justice as the Court-Appointed Mediator. During his career, Justice Dunphy was a leading insolvency lawyer with extensive experience in CCAA restructurings, including complex labour negotiations, and is bilingual. All parties at the case conference confirmed that there were no objections to Justice Dunphy's appointment as mediator. Accordingly, the Court issued the order and endorsement attached to this Report as Appendices "C" and "D" respectively, confirming Justice Dunphy's appointment.

DIP AGREEMENT

29. As described in the Pre-Filing Report, the Applicant is in urgent need of funding in order to permit it to continue operations. As a result, and based on the Applicant's assets, LU, through its legal counsel, approached four external lenders that specialize in real estate and infrastructure based lending, including DIP financing.
30. Due to the extreme confidentiality in respect of this matter, each of the third parties was asked to sign a non-disclosure agreement ("**NDA**") prior to LU's identity being disclosed. Once executed, LU's identity was disclosed and a further form of NDA was obtained from each party, at which time the overall financial circumstances were shared with the prospective lenders and they were given access to a virtual data room of relevant information. The parties were invited to commence diligence on the information in the data room and ask additional questions which were responded to by LU, with the assistance of its advisors.
31. Discussions were held with certain of the Applicant's existing lenders regarding potential DIP financing including an invitation to review information in the data room.

32. These discussions resulted in the Applicant receiving non-binding draft term sheets from three potential lenders. The Applicant, along with its counsel and the proposed Monitor, reviewed the terms submitted by the prospective lenders factoring in, among other things, the maximum principal amount of the proposed DIP financing, fees and costs, and terms and conditions prescribed under the various term sheets and determined that of the three initial proposals, two were sufficiently preferable to merit narrowing ongoing negotiations to these two parties.
33. After further negotiations with these two parties, the Applicant executed a term sheet (the “**DIP Term Sheet**”) with Firm Capital Corporation. Subsequent to the execution of the DIP Term Sheet, Firm Capital Corporation assigned its interest to Firm Capital Mortgage Fund Inc. (the “**DIP Lender**”). The DIP Lender has requested a definitive agreement (the “**DIP Agreement**”) to formally document the terms and conditions set out in the DIP Term Sheet. The Applicant and the DIP Lender are in the process of negotiating and finalizing the DIP Agreement.
34. The following is a summary of the material terms of the DIP facility, which will be reflected in the DIP Agreement:
 - a. the DIP facility is a secured non-revolving credit facility with monies to be advanced in accordance with the Cash Flow Forecast;
 - b. the maximum principal amount is \$25 million with a maturity date of May 1, 2021. The maturity date may be extended for an additional 90 days if LU achieves the following milestones, to the satisfaction of the DIP Lender in its sole and unfettered discretion:
 - i. LU reaches a consensus among all necessary stakeholders on an academic restructuring and reduction of LU’s program offerings;
 - ii. LU enters into a negotiated settlement with LUFA with respect to terminations to be effected, resolution of outstanding grievances, and the terms of a new collective agreement between LUFA and LU; and
 - iii. LU provides the DIP Lender with a revised cash flow forecast and a multi-year budget demonstrating to the DIP Lender, in its sole and unfettered discretion, that LU is financially sustainable.
 - c. the DIP facility contemplates two advances to be made as follows:
 - i. the initial advance is subject to the Court issuing the Amended and Restated Initial Order and granting the DIP Lender’s Charge and is expected to be made shortly thereafter; and

- ii. the second advance shall be made upon five calendar days' prior written request to the DIP Lender and approved by the Monitor.
 - d. advances shall be used to fund LU's working capital requirements for operations during the CCAA proceedings in accordance with the Cash Flow Forecast, or any revised versions of same, as approved by the DIP Lender;
 - e. interest shall be compounded and payable monthly in arrears in cash on the first day of each month, in arrears, at a rate that is the greater of 8.50% per annum or the TD Canada Trust Posted Bank Prime Rate of Interest from time to time plus 6.05% per annum; and
 - f. a commitment fee of \$500,000 shall be deemed to have been fully earned and payable to the DIP Lender on the date that the Court approves the Amended and Restated Initial Order approving the DIP financing.
35. As reflected by the Cash Flow Forecast, the Applicant has a critical and immediate need for DIP financing. Without access to DIP financing, the Applicant will be unable to maintain operations and address its operational and financial restructuring needs. In addition to addressing LU's short-term liquidity issues, approval of the DIP Term Sheet will provide assurance to LU's suppliers, employees, students and other stakeholders that LU has the necessary funds to continue operating until at least the end of the current semester (April 30, 2021), which will allow LU the opportunity to work with its stakeholders to effect the necessary academic and operational restructuring. Accordingly, the Monitor is of the view that the Applicant's request for approval of the DIP financing and the DIP Term Sheet is required and reasonable.
36. The Monitor notes that on February 4, 2021, counsel to the Applicant and counsel to the Monitor were contacted by a law firm indicating the firm had a client that was potentially interested in submitting a competing proposal for DIP financing. On February 5, 2021, the Monitor was contacted by another party expressing similar interest. After consideration, the Applicant determined that given the number of weeks it took other potential lenders to conduct their due diligence, as a result of the inherent complexity in the real estate assets, it was highly unlikely that a new party could negotiate and execute a non-disclosure agreement, conduct its due diligence and be in a position to submit a binding offer and complete all definitive documentation prior to the Comeback Motion. In addition, the Applicant had already executed the DIP Term Sheet, which is in the Applicant's Application Record, has been disclosed to the service list and put forward for this Court's approval. Accordingly, the Applicant declined the request from the law firm to proceed with any due diligence process and the Monitor communicated the same message to the other party.

STAY EXTENSION / AMENDED AND RESTATED INITIAL ORDER

37. The proposed Amended and Restated Initial Order proposes certain amendments to the Initial Order. All of the proposed amendments can be seen in Blackline of Amended and Restated Initial Order to Initial Order included at Tab 3 of the Applicant's Motion Record filed in connection with the Comeback Motion. Certain of the amendments are highlighted below.

Stay Extension

38. The Stay Period is currently set to expire on February 11, 2021. The Applicant requests an extension of the Stay Period up to and including April 30, 2021.
39. The Monitor is of the view that the requested extension of the Stay Period is appropriate for the following reasons:
- a. the extension of the Stay Period will provide comfort to LU's students that the Applicant will continue in the ordinary course for the duration of the winter semester;
 - b. the Applicant requires the extension in order to conduct a mediated negotiation with its stakeholders and effect an academic, operational and financial restructuring plan that will allow it to achieve long term financial sustainability; and
 - c. the Applicant continues to operate in good faith and with due diligence since the date of the Initial Order.
40. Based on the Cash Flow Forecast, and with the approval of the DIP Term Sheet and DIP Lender's Charge, as described below, the Monitor is of the view that the Applicant should have sufficient liquidity to fund its operations until April 30, 2021. If there are any material events to report upon in the interim period, the Applicant and the Monitor will return to the Court.
41. For the foregoing reasons, the Monitor supports the Applicant's request for an order extending the Stay Period to April 30, 2021.

Pension and Benefit Plans

42. As set out in the Pre-Filing Report, the Applicant administers three employee pension and benefit plans: (a) a registered defined benefit pension plan (the "**DB Pension Plan**"); (b) a supplementary unfunded retirement plan (the "**SuRP**") and (c) a retirement health benefits plan (the "**RHBP**").

43. As the SuRP and RHBP plans are unfunded contractual obligations to former or retired employees, the Initial Order provides for a stay of any amounts payable under these plans.
44. In respect of the DB Pension Plan, the most recent actuarial valuation was made as of January 1, 2020 (updated in December 2020). Pursuant to this actuarial valuation, the DB Pension Plan had a solvency ratio of 85.4%, representing a going concern deficiency of approximately \$4.5 million. This deficiency is required to be addressed over a period not exceeding ten years, beginning one year after the date of valuation (i.e. January 1, 2021).
45. The actuarial valuation provided that the DB Pension Plan current service contributions for the next three years would be set at \$16,188,000, annually, payable in monthly instalment of approximately \$1,349,000. In addition, to address the going concern deficiency, the actuary concluded that an annual special payment contribution of \$505,000 must be made, payable in monthly instalments of approximately \$42,083.
46. In light of LU's current financial situation, the proposed Amended and Restated Order requests relief from this Court to stay the payment of any pre-filing or post-filing special payments to the DB Pension Plan to assist LU with its current liquidity crisis and maximize the chance that LU can successfully restructure.
47. While the Applicant will have access to funding through the DIP Agreement, subject to this Court's approval, that funding is limited and is only projected to be sufficient to fund operations through to the end of the current academic term. Given the Applicant's overall liquidity constraints, the Monitor is of the view that permitting a stay of special payments to the DB Pension Plan during the Stay Period is appropriate and reasonable.

Freedom of Information and Protection of Privacy Act

48. The proposed Amended and Restated Order provides for relief from this Court to stay any existing, pending or future information requests to the Applicant pursuant to the *Freedom of Information and Protection of Privacy Act* ("FIPPA"). As a publicly funded university, LU is subject to these requests in the normal course.
49. As a result of the CCAA proceedings and the anticipated mediation, the Applicant expects to receive a significantly increased volume of FIPPA information requests. The Applicant simply does not have the resources to deal with the increased volume. In order to successfully restructure by May 1, 2021, the Applicant must focus all its efforts on either serving the needs of students on a day to day basis or supporting the operational restructuring process.
50. The Monitor notes that it is also expected that there will continue to be substantial disclosure of information to all stakeholders through materials filed in the CCAA proceedings and made available on the Monitor's website as well as additional

communications from LU directly to stakeholders and posted on the website established by LU.

51. Given the distraction that would result in attempting to deal with these requests and the negative impact it could have on achieving a successful restructuring and the significant volume of information that has and will be made available in the CCAA proceedings, the Monitor is of the view that extending the stay to FIPPA requests is reasonable in the circumstances.

Super-Priority Charges

52. The proposed Amended and Restated Initial Order provides for the following super-priority charges (collectively, the “**Charges**”) on the current and future assets, undertakings and properties of the Applicant, wherever located, including all proceeds thereof that rank in the following order:
 - a. first, the Administration Charge (up to a maximum amount of \$1.25 million);
 - b. second, the Directors’ Charge (up to a maximum amount of \$2 million);
 - c. third, the DIP Lender’s Charge (up to a maximum of \$25 million); and
 - d. fourth, the Directors’ Charge (up to an additional \$3 million for a total maximum Directors’ Charge amount of \$5 million).
53. The quantum of these Charges has been determined based upon amounts necessary during the CCAA proceedings, as described in the Pre-Filing Report.
54. The Applicant’s secured creditors are primarily comprised of subcontractors who have registered construction liens against certain real property owned by the Applicant and limited equipment lessors. The Monitor understands that these parties have been served with notice of the Comeback Motion and the relief sought at the Comeback Motion will provide for the Charges to rank ahead of these potential claims.

Administration Charge

55. The proposed Amended and Restated Initial Order provides for a charge of up to \$1.25 million (the “**Administration Charge**”) in favour of counsel and advisors to the Applicant, the Monitor, the Monitor’s independent counsel and independent counsel to the Board as security for the professional fees and disbursements incurred prior to and after the commencement of the CCAA proceedings. Professional fee obligations secured by the Administration Charge will be paid in the ordinary course from funding provided by, among other things, the DIP financing.

56. The Monitor is of the view that the proposed Administration Charge is reasonable and appropriate in the circumstances, having regard to, among other things, the complexity of the proceedings, potential work expected to be required, and the size of charges approved in comparable proceedings. Accordingly, the Monitor is of the view that the Administration Charge is required and reasonable in the circumstances.

DIP Lender's Charge

57. As set out in the Pre-Filing Report, in order to provide the required liquidity needed to fund the operations of LU during the CCAA proceedings, the Applicant is seeking approval of the DIP Term Sheet, pursuant to which the DIP Lender agreed to provide the DIP financing required in the Cash Flow Forecast, subject to the terms and conditions of the DIP Term Sheet and any other definitive documentation. In addition to the approval of the DIP Term Sheet, the proposed Amended and Restated Initial Order provides for the creation of a super-priority charge in the amount of \$25 million (the **"DIP Lender's Charge"**) to match the maximum allowable borrowing amount proposed in the DIP Term Sheet.
58. The DIP Lender's Charge will be secured by all Property (as defined in the Amended and Restated Initial Order) of the Applicant.
59. The DIP Lender's Charge is a condition of the DIP financing as set out above. Also, as set out above, the Applicant is in urgent need of the financing to fund operations for the balance of the academic term so as to complete an operational restructuring. Accordingly, the Monitor is of the view that the DIP Lender's Charge is appropriate and reasonable.

Directors' Charge

60. The proposed Amended and Restated Initial Order provides for a charge in an amount not to exceed \$5 million (the **"Directors' Charge"**) to secure the indemnity in favour of the current and future directors and officers of the Applicant (the **"Directors and Officers"**) against obligations and liabilities that they may incur as directors and officers of the Applicant for actions taken after the commencement of these CCAA proceedings, except to the extent that the obligation or liability is incurred as a result of such director's or officer's gross negligence or willful misconduct.
61. The Directors and Officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any director's and officer's insurance policy, to the extent such coverage is insufficient to pay an indemnified amount as described above, or to the extent that such coverage is denied by the insurance provider.
62. The DIP Term Sheet provides that any Directors' Charge may only rank ahead of the DIP Lender's Charge to the maximum amount of \$2 million. Accordingly, it is proposed that \$2 million of the Directors' Charge rank behind the Administration Charge and ahead of

the DIP Lender's Charge, with the balance of \$3 million ranking behind the DIP Lender's Charge.

63. The Monitor reviewed the calculation of the Directors' Charge that was prepared by the Applicant taking into consideration the amount of LU's payroll, current service pension contributions and vacation pay and notes that the Director's Charge is less than the quantum of such amounts that will accrue during these CCAA proceedings. For illustration, the majority of the Applicant's employees are paid once per month and aggregate monthly payroll is approximately \$11 million, monthly DB Pension Plan contributions are approximately \$1.2 million and vacation pay accrued on a monthly basis is approximately \$800,000.
64. The Monitor is of the view that the Directors' Charge is required and is reasonable under the circumstances.

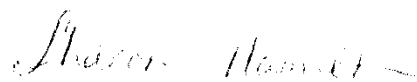
CONCLUSIONS AND RECOMMENDATIONS

65. For the reasons stated herein, the Monitor supports the relief sought by the Applicant in the proposed Amended and Restated Initial Order, including but not limited to the extension of the Stay Period, the extension of the stay to FIPPA information requests, the stay of special payments to the DB Pension Plan and the approval of the DIP Term Sheet and DIP Lender's Charge, and the elevation of the Court-ordered Charges, and recommends that the Court grant the proposed Amended and Restated Initial Order.
66. The Monitor notes that the appointment of the Court-Appointed Mediator is a critical and important step to moving forward in effecting an operational restructuring. The Monitor will work closely with the Court-Appointed Mediator to support this process so that it may be carried out in an efficient and effective manner.

All of which is respectfully submitted this 7th day of February, 2021.

**ERNST & YOUNG INC., in its capacity as
Monitor of the Applicant, and not in
its corporate or personal capacity**

Per:



**Sharon S. Hamilton, CPA, CA, CIRP, LIT
Senior Vice President**

APPENDIX "A"
CASH FLOW FORECAST

In the Matter of the CCAA of Laurentian University of Sudbury

Notes to the Unaudited Cash Flow Forecast of the Applicant

This Cash Flow Forecast has been prepared by the Applicant, with the assistance of the Proposed Monitor, for the purpose of the CCAA Application, using the following probable and hypothetical assumptions. The defined terms used in this Cash Flow Forecast are defined in the Monitor's Pre-filing Report.

The following provides a description of revenue and expense items and assumptions used in preparing the forecast:

General assumptions

- Receipts and disbursements denominated in US currency have been converted into Canadian dollars using an exchange rate of CDN\$1.30 = US\$1.00.
- Cash Flow Forecast includes estimates and assumptions concerning the impact of COVID-19 on the Applicant's operations
- Cash Flow Forecast assumes the necessary availability of financing under the DIP Term Sheet
- Unless otherwise indicated pre-filing amounts owing to third party suppliers and service providers are stayed. Post-filing goods and services from suppliers and service providers will be settled in the normal course.

Receipts

1. Operating Grants:

- Operating grants are primarily forecast based on the grant funding framework determined by the Province of Ontario and are expected to continue to be funded on a semi-monthly basis.

2. Research Grants:

- Research grants are based on revenue forecast by the Applicant's Research group and past funding experience.

3. Student Fees:

- Tuition, ancillary fees, and other student fees are billed to students upon registration for each academic semester and are collected on a seasonal basis. Student Fees are projected based on forecast student billings and collection experience.

4. Reimbursements:

- Receipts for the reimbursement of costs funded by the Applicant on behalf of certain associated organizations, including, but not limited to SNOLab, CEMI, and MIRARCO, have been forecast based upon the anticipated timing of incurring the costs and the subsequent billing and collection experience of the re-imbursement.

5. Donations:

- Donation receipts for operations, restricted use, research projects and capital projects are forecast based on historical experience. Endowment fund contributions are accounted for separately in the Cash Flow Forecast.

6. Other Receipts:

- Miscellaneous receipts are forecast based on expected revenues and collection experience, including amounts related to ancillary services, including, parking, copier & printer, campus services, Ontario Universities' Application Centre fees, HST refunds and other miscellaneous receipts.

Disbursements**7. Payroll & Benefits:**

- All outstanding and future wages, salaries, employee and retiree benefits (including, without limitation, employee medical, dental, vision, insurance and similar benefit plans or arrangements), ordinary course pension benefits or contributions, vacation pay, expenses and any director fees and expenses, payable on or after the date of this Order, in each case for costs incurred in the ordinary course of business and consistent with existing practices, compensation policies and arrangements for current and future employees (but not including any payments to former employees or retirees in respect of the SuRP, the RHBP or termination or severance payments, which are hereby stayed), and all other payroll processing and servicing expenses will be paid in the ordinary course.
- All statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province or other taxing authority that are required to be deducted from employee wages including, in respect of employee insurance, Canada Pension Plan, Quebec Pension Plan and income taxes will be remitted

8. Pension:

- DB Pension Plan in respect of required employee contributions, including pre-filing amounts, and the employer current service payments made in ordinary course.
- Payments to former employees or retirees in respect of the SuRP are stayed.

9. Occupancy Costs:

- Costs of operating and maintaining the Applicant's facilities and rental properties are forecast based on historical run rates.

10. Other Operating Costs:

- Other Operating Costs including equipment purchases, library subscription fees, travel costs, food service costs, and other operating costs are forecast based on historical run rates.

11. Information Technology:

- Information Technology costs including licensing fees and purchasing of new hardware are forecast based on historical run rates.

12. Professional Fees:

- Professional Fees include fees related to auditors, actuaries and other professionals assisting with research or other university operating projects, as well as the cost of Assistants up to the CCAA Filing Date, are forecast based on historical run rates.

13. Student Refunds:

- Amounts owing to students for the current 2020-21 academic year and future amounts owing in respect of rebates, refunds or other similar amounts will be paid in the ordinary course.
- Amounts owing in respect of the current 2020-21 academic year and future amounts payable to students in respect of student scholarship, bursary or grants will be paid in the ordinary course.

14. Transferred Research Grants:

- Research grants transferred to other researchers or research partners are forecast based on the forecast availability of segregated research grants.

15. Transfers to Federated Universities:

- Transfers to Federated Universities are forecast based on LU's post-filing obligations with respect to its Federated Funding Formula to the Federated Universities.

16. Transfers to NOSM:

- Transfers to NOSM for Student Fees collected on behalf of NOSM are forecast based on post-filing collection of NOSM Student Fees.
- Student fees collected pre-filing are stayed.

17. Transfers to Students' Associations:

- Transfers of Student Fees collected on behalf of its Students' Associations are forecast based on the forecast billing and collection of Student Fees.

18. Capital projects:

- Capital Project disbursements are projected based on budgeted capital projects. Due to cash conservation measures taken, certain capital projects have been deferred and are not included in the forecast.

19. Debt Service:

- Debt service costs including, interest and principal repayments, are stayed as of the CCAA Filing Date.

20. Endowment Fund:

- Endowment Funds include funds for LU scholarships or other purposes as well as for NOSM scholarships.
- The funds are invested in an investment account however, no change in market value has been forecasted.

21. Restricted Receipts:

- Restricted receipts include restricted donations and research grants, which are held in segregated accounts and are only available for their restricted use.

22. Restructuring costs:

- Restructuring Costs have been forecast based on anticipated run rates. All outstanding fees and disbursements of Assistants retained or employed by the Applicant will be paid.

23. DIP Financing:

- The proposed facility is assumed to be advanced in two tranches in accordance with the terms of the DIP Term Sheet.

APPENDIX “B”
NOTICE TO CREDITORS

Court File No. CV-21-656040-00CL

IN THE ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.
1985, c. C-36, AS AMENDED (the "CCAA")**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
LAURENTIAN UNIVERSITY OF SUDBURY (herein referred to as the "Applicant" or
"Laurentian University")**

PLEASE TAKE NOTICE that on February 1, 2021, the Applicant commenced court-supervised restructuring proceedings (the "**CCAA Proceedings**") under the CCAA. Ernst & Young Inc. was appointed as monitor of the Applicant ("**Monitor**") pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated February 1, 2021 (the "**Initial Order**").

Copies of the Initial Order and other related documents in connection with these CCAA proceedings have been posted on the Monitor's website at: www.ey.com/ca/Laurentian.

The Initial Order grants, among other things, a stay of proceedings up to and including February 11, 2021 (the "**Stay Period**") which Stay Period may be extended by further order of the Court from time-to-time.

During the Stay Period, all persons are prohibited from commencing or continuing any legal proceedings against or in respect of Laurentian University, and all rights and remedies of all persons against or in respect of Laurentian University, its assets, business or current officers and directors are stayed and suspended, except with the written consent of the Applicant and the Monitor or with leave of the Court.

Except as permitted in the Initial Order, the Initial Order directs Laurentian University to make no payments of principal, interest or otherwise on account of amounts owing by the Applicant to its creditors as of February 1, 2021.

No claims procedure has yet been submitted to or approved by the Court and creditors are therefore not required to file proofs of claim at this time.

All parties requiring further information should refer to Laurentian University's website available at <https://Laurentianu.info>. This website includes information for students, faculty and employees and other stakeholders.

The Monitor's contact details for information specific to the CCAA Proceedings and not found on the Monitor's website are:

Ernst & Young Inc. - The Court Appointed Monitor of Laurentian University of Sudbury

100 Adelaide Street West, P.O. Box 1

Toronto, ON, M5H 0B3

Canada

Telephone: 1-888-338-1766 / 1-416-943-3057

Email: LaurentianUniversity.monitor@ca.ey.com

Numéro de dossier : CV-21-656040-00CL

COUR SUPÉRIEURE DE JUSTICE DE L'ONTARIO (RÔLE COMMERCIAL)

**DANS L'AFFAIRE DE LA LOI SUR LES ARRANGEMENTS
AVEC LES CRÉANCIERS DES COMPAGNIES,
L.R.C. (1985), ch. C-36, DANS SA VERSION MODIFIÉE (la « LACC »)**

**ET DANS L'AFFAIRE D'UN PLAN DE TRANSACTION OU D'ARRANGEMENT DE
L'UNIVERSITÉ LAURENTIENNE DE SUDBURY
(ci-après désignée la « Demanderesse » ou l'« Université Laurentienne »)**

AVIS EST PAR LA PRÉSENTE DONNÉ que le 1^{er} février 2021, la Demanderesse a amorcé une procédure de restructuration sous supervision judiciaire en vertu de la LACC (la « **Procédure en vertu de la LACC** »). Ernst & Young Inc. a été nommée contrôleur de la Demanderesse (le « **Contrôleur** ») aux termes de l'ordonnance prononcée par la Cour supérieure de justice de l'Ontario (rôle commercial) (le « **Tribunal** ») le 1^{er} février 2021 (l'« **Ordonnance Initiale** »).

Une copie de l'Ordonnance Initiale et des autres documents relatifs à ladite Procédure en vertu de la LACC est publiée sur le site Web du Contrôleur à l'adresse www.ey.com/ca/Laurentian.

L'Ordonnance Initiale accorde notamment une suspension des procédures jusqu'au 11 février 2021 inclusivement (la « **Période de suspension** »), la Période de suspension pouvant être prorogée sur ordonnance ultérieure du Tribunal.

Au cours de la Période de suspension, personne n'a le droit d'intenter ou de continuer une procédure judiciaire contre l'Université Laurentienne ou à son égard, et l'ensemble des droits et recours de toute personne à l'égard de l'Université Laurentienne, de ses actifs, de son entreprise ou de ses dirigeants et administrateurs sont suspendus, sauf sur autorisation écrite de la Demanderesse et du Contrôleur ou sur permission du Tribunal.

Sauf de la manière permise dans l'Ordonnance Initiale, celle-ci interdit à l'Université Laurentienne d'effectuer quelque paiement que ce soit au titre du capital, des intérêts ou à quelque autre titre relativement aux sommes dues à ses créanciers en date du 1^{er} février 2021.

Aucune procédure de réclamation n'ayant encore été soumise au Tribunal ni approuvée par ce dernier, les créanciers ne sont pas tenus de déposer de preuves de réclamation pour le moment.

Pour en savoir davantage, les parties devraient consulter le site Web de l'Université Laurentienne à l'adresse <https://Ulaurentienne.info>, où se trouvent des renseignements à l'intention des étudiants, du corps professoral, des employés et des autres parties prenantes.

Voici les coordonnées du Contrôleur pour obtenir des renseignements concernant la Procédure en vertu de la LACC qui ne sont pas publiés sur son site Web :

Ernst & Young Inc. – Contrôleur nommé par le Tribunal de l'Université Laurentienne de Sudbury
100 Adelaide Street West, P.O. Box 1
Toronto, ON, M5H 0B3
Canada
Téléphone : 1 888 338 1766 / 1 416 943 3057
Courriel : LaurentianUniversity.monitor@ca.ey.com

APPENDIX "C"
ORDER APPOINTING MEDIATOR

Court File No. CV-21-00656040-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE CHIEF	)	FRIDAY, THE 5TH
	)	
JUSTICE MORAWETZ	)	DAY OF FEBRUARY, 2021



IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
LAURENTIAN UNIVERSITY OF SUDBURY

Applicant

ORDER
(Re: Appointment of Mediator)

THIS APPLICATION, made by Laurentian University of Sudbury (the “**Applicant**”) pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), for an order appointing a mediator as an officer of the Court to act as a neutral third party, was heard this day by videoconference via Zoom in Toronto, Ontario due to the COVID-19 pandemic.

ON READING the Notice of Application of the Applicant dated February 1, 2021, the affidavit of Dr. Robert Haché sworn January 30, 2021 and the Exhibits thereto (the “**Haché Initial Affidavit**”) and the Report of Ernst & Young Inc. (the “**Monitor**”) dated January 30, 2021 and on hearing the submissions of counsel for the Applicant, counsel for the Monitor and counsel for the Laurentian University Faculty Association (“**LUFA**”).

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Notice of Case Conference is hereby abridged and validated so that this case conference is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used herein that are not otherwise defined shall have the meaning ascribed to them in the Haché Initial Affidavit.

COURT-APPOINTED MEDIATOR

3. **THIS COURT ORDERS** that Justice Sean Dunphy is hereby appointed, as an officer of the Court and shall act as a neutral third party (the “**Court-Appointed Mediator**”) to assist the Applicant and its relevant stakeholders with the mediation of the following issues:

- (a) the review and restructuring of the Applicant’s existing academic programs;
- (b) the review and restructuring of the faculty necessary to deliver the Applicant’s restructured academic programs;
- (c) a new collective agreement between the Applicant and LUFA, including resolving all outstanding grievances;
- (d) the review and restructuring of the Applicant’s Federated Universities’ model;
- (e) the framework for the Applicant’s restructuring and future operations; and
- (f) any other matters that are referred to the Court-Appointed Mediator by the Applicant, the Monitor, the relevant stakeholders or this Court;

(together, the “**Mediation Objectives**”).

4. **THIS COURT ORDERS** that in carrying out his mandate, the Court-Appointed Mediator may, among other things:

- 3 -

- (a) adopt processes, procedures, and timelines which, in his discretion, he considers appropriate to facilitate an effective and efficient negotiation of the Mediation Objectives (the “**Mediation Process**”); and
- (b) consult with any appointed representative(s) of the parties relevant to the Mediation Objectives, the Monitor, the Applicant, and such creditors, stakeholders of the Applicant, and other persons the Court-Appointed Mediator considers appropriate.

5. **THIS COURT ORDERS** that the Monitor shall provide the Court-Appointed Mediator with such assistance as the Court-Appointed Mediator shall reasonably request.

6. **THIS COURT ORDERS** that the Mediation Confidentiality Protocol (the “**Protocol**”) attached hereto as Schedule “A” is hereby approved and that the entirety of the Mediation Process or anything reasonably incidental to the Mediation Process shall be subject to the Protocol.

7. **THIS COURT ORDERS** that the Court-Appointed Mediator is authorized to take all steps and to do all acts reasonably necessary or desirable to carry out the terms of this Order, including dealing with any Court, regulatory body or other government ministry, department or agency, and to take all such steps as are necessary or incidental thereto.

8. **THIS COURT ORDERS** that, in addition to the rights and protections afforded as an officer of this Court, the Court-Appointed Mediator shall incur no liability or obligation as a result of his appointment or the carrying out of the provisions of this Order. Nothing in this Order shall derogate from the protections afforded to a person pursuant to Section 142 of the *Courts of Justice Act* (Ontario).

9. **THIS COURT ORDERS** that the Court and the Court-Appointed Mediator may communicate between one another directly to discuss, on an ongoing basis, the conduct of the Mediation Process and the manner in which it will be coordinated with the CCAA proceedings, including but not limited to individual matters referred specifically by the Court to the Court-Appointed Mediator for resolution.

10. **THIS COURT ORDERS** that the Court shall not disclose to the Court-Appointed Mediator how the Court will decide any matter which may come before the Court for determination

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and the Court-Appointed Mediator will not disclose to the Court the negotiating positions or confidential information of any of the parties in the Mediation Process.

GENERAL

11. **THIS COURT ORDERS** that the Applicant and the Monitor may apply to this Court from time to time for directions from this Court with respect to this Order, or for such further order or orders as any of them may consider necessary or desirable to amend, supplement or clarify the terms of this Order.

12. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or outside of Canada to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

13. **THIS COURT ORDERS** that each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

14. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Time on the date of this Order, and is enforceable without any need for entry and filing.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

FEB 05 2021

PER / PAR:



CHIEF JUSTICE G.B. MORAWETZ

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SCHEDULE “A” to Proposed Form of Mediator Appointment Order

Court File No.: 21-CV-00656040-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

IN THE MATTER OF THE *COMPANIES’ CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF **LAURENTIAN UNIVERSITY OF SUDBURY**

MEDIATION CONFIDENTIALITY PROTOCOL**1. THE PROCESS:**

Pursuant to the Court’s Order (the “**Mediation Order**”), Justice Sean Dunphy was appointed as an officer of the Court and to act as a neutral third party (the “**Court-Appointed Mediator**”) to assist the Applicant and stakeholders with a mediation of various issues in the Applicant’s CCAA proceeding. The Mediation Order authorizes the Court-Appointed Mediator to adopt processes, procedures, and timelines that, in his discretion, are considered appropriate to facilitate an effective and efficient mediation. Further to that authority, this Mediation Confidentiality Protocol shall apply to all written and oral communications related to or arising out of the mediation undertaken pursuant to the Mediation Order (the “**Mediation**”).

2. PARTY AND MONITOR CONFIDENTIALITY:

All written and oral communication at the Mediation shall be deemed to be without prejudice settlement discussions. For the purposes of this section, a Mediation communication shall also include all conduct, statements, discussion, promises, offers, views, opinions, admissions and communications for purposes of conducting, considering, initiating, continuing, or reconvening the Mediation together with the delivery and exchange of any documents in the course of the Mediation made by any party, their agents, employees, representatives, or other invitees, and by the Court-Appointed Mediator.

The parties and the Monitor acknowledge and agree that:

- a) the Mediation is a settlement negotiation;
- b) the Mediation is confidential and no stenographic, visual, or audio recordings shall be made;

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- c) no Mediation communication shall be discoverable, admissible or referred to in Court for any purpose, including impeachment in the action or in any other proceeding or to establish the meaning and/or validity of any settlement or alleged settlement arising from the Mediation, and shall not be discussed with anyone, provided that communications otherwise admissible or subject to discovery do not become inadmissible or protected from discovery or admission by reason of their use in Mediation;
- d) any notes, records, statements made, discussions had, and recollections of the Court-Appointed Mediator in conducting the Mediation shall be confidential and without prejudice and protected from disclosure for all purposes; and
- e) except as permitted by law, the parties will not subpoena or otherwise require the Court-Appointed Mediator to testify or produce the records or notes in an action or in any other proceeding.

3. MEDIATOR CONFIDENTIALITY:

During the Mediation process, the Court-Appointed Mediator may disclose to either party any information provided by either party, unless the disclosing party has specifically requested the Court-Appointed Mediator to keep the information confidential, in which case the Court-Appointed Mediator will attempt to keep that information in confidence.

The Court-Appointed Mediator will not disclose to anyone who is not a party to the Mediation anything said, or any materials submitted to the Court-Appointed Mediator, except:

- a) where applicable, to the lawyers or other professionals retained on behalf of the parties or to non-parties consented to in writing by the parties, as deemed appropriate or necessary by the Court-Appointed Mediator;
- b) to the Court, to the extent specifically permitted in the Mediation Order; or
- c) where otherwise ordered to do so by a judicial authority or where required to do so by law.

Except as noted above, the notes, records, statements made, and recollections of the Court-Appointed Mediator shall be confidential and protected from disclosure for all purposes.

4. CONSENT TO THIS AGREEMENT:

Each party present during all or any part of the Mediation shall review this Mediation Confidentiality Protocol and agrees to proceed with the Mediation on the terms herein contained.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LAURENTIAN UNIVERSITY OF SUDBURY

Court File No. CV-21-00656040-00CL

ONTARIO
**SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceedings commenced at Toronto

ORDER
(Appointment of Mediator)

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Lawyers for the Applicant

APPENDIX "D"**ENDORSEMENT RE: APPOINTMENT OF MEDIATOR**

CITATION: Laurentian University of Sudbury, 2021 ONSC 951
COURT FILE NO.: CV-21-656040-00CL
DATE: 2021-02-05

SUPERIOR COURT OF JUSTICE - ONTARIO

RE: **IN THE MATTER OF THE *COMPANIES' CREDITORS***
***ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF LAURENTIAN UNIVERSITY OF
SUDBURY

BEFORE: Chief Justice G.B. Morawetz

COUNSEL: *D.J. Miller*, for the Applicant

Michael Kennedy, Labour Counsel for the Applicant

Charles Sinclair, Susan Philpott and David Wright, for Laurentian University
Faculty Association ("LUFA")

Ashley Taylor and Ben Muller, for the Monitor

Sharon Hamilton, Ernst & Young Inc., the Court-appointed Monitor

HEARD: February 5, 2021

ENDORSEMENT

[1] In my Endorsement of February 1, 2021, at paragraphs 72 to 79, I addressed the possible appointment of a Court-Appointed Mediator to oversee negotiations with respect to the various restructuring initiatives necessary for the Applicant to achieve a successful restructuring.

[2] In recognition of the compressed timeline in these proceedings, I indicated that if the Applicant, LUFA and the Monitor wished to address this matter prior to the Comeback Hearing on February 10, 2021, a case conference could be scheduled through the Commercial List Office. A case conference was held this morning to consider this issue.

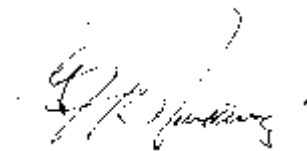
[3] The parties in attendance all support the immediate appointment of a mediator and are agreeable to the appointment of the Honourable Justice Sean F. Dunphy as Court-Appointed Mediator.

[4] The parties are also in agreement with the draft form of order presented by the Applicant (the "Mediator Appointment Order"), which I have signed.

[5] The Mediator Appointment Order sets out the Mediation Objectives and the Mediation Process.

[6] Justice Dunphy can consult with such parties as he considers appropriate, including the Senate of Laurentian University.

[7] I express my appreciation to the parties in arriving at a consensual resolution of the issues addressed today.



CHIEF JUSTICE G.B. MORAWETZ

Date: February 5, 2021