

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

Applicant

**RESPONDING RECORD OF LAURENTIAN UNIVERSITY FACULTY ASSOCIATION
(motion returnable December 20, 2021)**

December 17, 2021

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TO: **SERVICE LIST**

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Applicant

AFFIDAVIT OF LINDA ST. PIERRE

I, LINDA ST. PIERRE of the City of Sudbury, Province of Ontario, **DO SOLEMNLY AFFIRM:**

1. I am the Executive Director and Chief Steward of the Laurentian University Faculty Association (“**LUFA**”), a responding party in this application by Laurentian University of Sudbury (“**Laurentian**”). Except where indicated otherwise, I have direct knowledge of the matters deposed to below.

2. I have reviewed the Motion Record of Laurentian returnable December 20, 2021, and the affidavit of Robert Haché sworn December 13, 2021 in particular, in which Laurentian seeks, amongst other things, an order approving the proposed grievance resolution process. I affirm this affidavit in response to Laurentian’s motion in this regard with a view to informing this Honourable Court of LUFA’s concerns with the proposed order, and for no other or improper purpose.

3. Pursuant to the proposed grievance resolution process, Laurentian seeks to categorize and resolve, according to strict timelines, four categories of grievances filed by LUFA on or before October 14, 2021 (the “**October 14 Grievances**”): (i) Pre-Filing Grievances; (ii) Restructuring Grievances; (iii) Material Post-Filing Grievances; and, (iv) non-material post-filing grievances.

4. As set out below, LUFA objects to the proposed grievance resolution process on the following bases: first, the timelines are overly ambitious and treat LUFA differently than other creditors participating in the claims process; and, second, the provisions that purport to deal with “non-material post-filing grievances” seek to alter and otherwise conflict with terms of the Term Sheet entered into by the parties at the conclusion of the court-ordered mediation with Mr. Justice Dunphy.

A. Background

5. LUFA is a small union with only one full-time professional staff, being me and one member on full-time book-off from his University duties, being LUFA President Fabrice Colin. We have been overwhelmed by the demands of the *CCAA* proceedings and the many questions and requests of our members during the last eleven months. As a result of the constant deadlines and demands of the *CCAA* proceedings, I was unable to stay up to date on my email from members. As it is usually by email that members inform me of issues that may give rise to a grievance, by September and October 2021 I was behind in reviewing the concerns raised by members and assessing whether a grievance was warranted. What is more, I took a sick leave beginning in September. I came back from my leave temporarily to deal with the grievances at the beginning of October. I am currently on accommodation that prescribes part-time work.

6. Under the Collective Agreement between LUFA and Laurentian, all timelines set out in the agreement are suspended during July and August. As a result, in any given year prior to these *CCAA* proceedings, one would see a number of year-end grievances that were unable to be resolved in “Step 1” discussions with Laurentian filed by the October 15 deadline. This year was therefore no different except that my backlog was even longer than usual given the extra work that these proceedings created for me. Even though I was on medical leave, I did my best to go through the all of the communications received from members and prepared the grievances. A number of these were neither urgent nor monetary in nature; LUFA therefore proposed to my counterparts at Laurentian that we be granted an extension so that I could have additional time to review the potential grievances to see if any could be avoided and/or resolved prior to their filing. Our request in this regard was effectively rejected. I therefore proceeded

to file the October 14 grievances out of an abundance of caution so that it could not be claimed by Laurentian that we had lost our rights in respect of any of the issues raised in them.

7. As is set out below, it is worth noting that two of the October 14 Grievances arise out of the interpretation of the LUFA Term Sheet.

B. Deadlines

8. While LUFA does not dispute the need for categorizing and resolving Pre-Filing, Restructuring and some of the Material Post-Filing grievances, the timelines set out in the proposed grievance resolution process are unduly aggressive and treat LUFA differently from other creditors.

9. In particular, following the conclusion of the “Pre-Classification Process”, Laurentian is seeking to have all grievances that fall under these three categories resolved by February 4, 2022, failing which the grievances which remain unresolved will be referred to a Claims Officer for determination. The Claims Officer will then, subject to further order of the court, seek to determine any outstanding issues, including the quantum of each outstanding grievance as well as the process by which evidence will be introduced, by February 25, 2022.

10. It is simply not possible for LUFA to abide by the above deadlines given how short-staffed we are.

11. What is more, I am informed by LUFA’s counsel, David Wright, and do verily believe, that he has been advised that the deadline for the claims processes for the other categories of creditors to be wrapped up is March 31, 2022. I am not aware of any reason why LUFA should not be given this same deadline to complete the categorization and resolution of these three categories of grievances.

C. Conflicts with the LUFA Term Sheet

12. At the conclusion of the court-ordered mediation with Mr. Justice Dunphy, LUFA and Laurentian entered into a Term Sheet which set out the terms of the agreement negotiated by the parties, including significant changes to the collective agreement. For ease of reference, the LUFA Mediation Term Sheet dated April 7, 2021 is attached to my affidavit as **Exhibit “A”**.

13. As part of the proposed grievance resolution process, Laurentian is seeking to impose a process for resolving “non-material post-filing grievances”. This conflicts directly with a term of Term Sheet which included the following term under the heading “**Grievances**”:

The parties agree that grievances for non-monetary issues or those not involving the expenditure of money such as accommodation, denial or tenure or unjust dismissal, which arise on or after February 1, 2021, shall not be stayed as a result of the CCAA proceeding, and may proceed in the ordinary course.

14. By attempting to impose a process for resolving all non-material post-filing grievances Laurentian is trying to rewrite or resile from the agreement already agreed to and approved by this Honourable Court. Moreover, I note that the Term Sheet specifically contemplates that it can “only be modified in writing and upon signature by the parties hereto”.

15. The provision in the Term Sheet that allowed all non-monetary grievances to proceed in the ordinary course, outside of the *CCAA* process, was a significant one for LUFA and was viewed at the time as a significant achievement in the context of the significant changes to the collective agreement which were negotiated and the elimination of over 100 faculty positions. To roll back this concession achieved by LUFA would have a profoundly negative impact on the morale of our members which is already extremely low given the events of the past year.

16. What is more, absent the fact that the proposed inclusion of non-material post-filing grievances in Laurentian’s proposed grievance resolution process conflicts with an express term in the Term Sheet, there is no need for it.

17. First, Schedule “S” to the Term Sheet, a copy of which is attached to my affidavit as **Exhibit “B”**, specifically provides that four dates will be set aside each year for “expedited med-arbitration” in respect of unresolved grievances. This provision was negotiated and agreed to in order to avoid a backlog of grievances, such as the one that developed prior to February 1, 2021. Indeed, four dates have already been set aside by the parties in 2022, with the first of these dates to be before arbitrator William Kaplan on March 21, 2022.

18. Second, given that these grievances are, by their very name, “non-material”, it can hardly be said that their resolution is necessary for the successful restricting of Laurentian’s affairs.

19. Attached to my affidavit as **Exhibit “C”** is an informal / draft spreadsheet prepared by LUFA which lists the outstanding October 14 Grievances, which total 34. Of those 34 grievances, by my estimation, 24 of them are “non-material” and do not involve monetary or materially significant issues. For example, the second grievance listed on Exhibit “C”, bearing #2021-44, arises out of Laurentian’s (alleged) failure to properly include the Joint Health and Safety Committee in discussions and decisions regarding health and safety matters in breach of the collective agreement. This grievance is neither urgent nor monetary nor could it be said to somehow imperil the university’s attempt to restructure. Another example is the grievance bearing #2021-18 which concerns the university’s ongoing failure to provide LUFA with the contact information for its members. Again, this is clearly non-monetary and ought to be dealt with in accordance with the provisions of the Term Sheet which were negotiated by the parties.

20. LUFA therefore requests that this Honourable Court reject Laurentian’s attempt to alter the agreement of the parties by including “non-material post-filing grievances” in the proposed grievance resolution process. Not only does it conflict with the Term Sheet which has already been approved by this Court, it is wholly unnecessary and will only serve to degrade the already tense relationship between LUFA and the university caused by these proceedings.

21. In addition, there is another category of grievance that ought not to be captured by Laurentian’s proposed grievance resolution process, namely grievances that arose out of the interpretation of the Term Sheet. In particular, two of the October 14 Grievances – #2021-25 dealing with furlough day deductions and #2021-10 dealing with merit pay - arose out of the interpretation of the Term Sheet. It is not unusual for disagreements over interpretation to arise post-bargaining. However, given that the issues that give rise to these two particular grievances were specifically negotiated as part of the Term Sheet, it would be unfair to then have them captured within Laurentian’s proposed, accelerated process as to do so would effectively give them a second kick at negotiating a more favourable outcome.

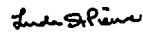
22. There is also the case of Grievance #2021-19 which is included amongst the October 14 Grievances. During the negotiations leading to the Term Sheet, the parties agreed to refer this specific dispute to arbitration, which was duly heard by William Kaplan on June 15, 2021. Despite the fact that Laurentian was unsuccessful at arbitration in attempting to remove

language from the collective agreement giving members specific coordination credits for their work as coordinators, Laurentian has failed and/or refused to abide by the wording of the collective agreement. LUFA therefore had no choice but to grieve the matter. Allowing this particular grievance to be captured by Laurentian's proposed grievance resolution process would be tantamount to an abuse of process; it would effectively give Laurentian an opportunity to roll back a gain made by LUFA in bargaining. This particular grievance ought to be excluded from the proposed order.

AFFIRMED BEFORE ME remotely by Linda St. Pierre stated as being located in the City of Sudbury, ON before me in Toronto ON on December 16, 2021 in accordance with O. Reg. 431/20 Administering Oath or Declaration Remotely.



Commissioner for taking affidavits (or as may be)
Charles Sinclair, LSO # 43178A



LINDA ST. PIERRE

This is Exhibit "A" referred to in the
Affidavit of Linda St. Pierre
affirmed before me this 16th day of
December, 2021 in accordance with O. Reg
431/20, Administering Oath or Declaration
Remotely



A COMMISSIONER, ETC.

**LAURENTIAN UNIVERSITY FACULTY ASSOCIATION
MEDIATION TERM SHEET**

DATED APRIL 7, 2021

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

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

Term of Collective Agreement	The collective agreement shall have a five-year term commencing on July 1, 2020 up to and including June 30, 2025.
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Faculty Member Termination	The parties agree that the total number of Full-Time Faculty Members who will be terminated or who elect to retire pursuant to the Retirement Election below is 116 Faculty Members, including 6 members of Administration. The agreed-upon confidential list of Faculty Members who will be terminated is attached hereto as Confidential Schedule “A” (the “ Terminated Faculty Members ”).
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Effective Termination Date	The effective termination date of the Terminated Faculty Members for those teaching courses in this academic term shall be May 15, 2021, to allow for marking of final exams, papers and communicating grades. For all Terminated Faculty Members who are not teaching courses in this academic term, the effective termination date shall be April 30, 2021.
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Retirement Election	Faculty Members may elect, by irrevocable written notice provided on or before April 9, 2021, that any Faculty Members intend to retire (the “ Retiring Faculty Members ”).
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The effective termination date of the Retiring Faculty Members for those teaching courses in this academic term shall be May 15, 2021, to allow for marking of final exams, papers and communicating grades. For all Retiring Faculty Members who are not teaching courses in this academic term, the effective termination date shall be April 30, 2021.

Notice to Faculty Members	The parties agree to develop mutually acceptable communications to be delivered to the Terminated Faculty Members.
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Terms of Termination of Faculty Members	Terminated Faculty Members shall be entitled to file a claim in the CCAA claims process in respect of all entitlements relating to their employment or former employment with Laurentian in accordance with their entitlement under the collective agreement and the terms of the CCAA.
Treatment of Retiring Faculty Members	Retiring Faculty Members shall be entitled to receive the following: (i) A claim in the CCAA claims process in accordance with their entitlement under the collective agreement and the terms of the CCAA; (ii) Access to office space for up to June 30, 2023. The office provided shall be at the discretion of the Dean, and may be shared office space; (iii) Emeritus Status (as defined in the Collective Agreement), if eligible and alternatively adjunct status if eligible, such determinations to be made on a reasonably expedited basis; (iv) To be added to the sessional roster in the applicable Department/School and be given priority for one three credit course for which no member has establishment, for which they have taught at least once in the past 3 years, to be paid at the overload rate; (v) Continued library privileges; (vi) Until June 30, 2023, the ability to maintain their current status with respect to supervision of students and will be paid when the graduate student completes a thesis in accordance with article 5.40.8; (vii) Their name appearing on the University website for their Department as long as they are either engaged as a sessional instructor and/or with respect to supervision of students; (viii) Until June 30, 2023, with 100% of the premium cost to be at the cost of the retiree, the option to maintain Laurentian Health Benefits (Health & Dental) subject to Manulife approval; (ix) Their name included in the next service ceremony for Laurentian; and

- (x) Retiring Members shall be advised that the option to commute the value of their pension at the wind-up transfer ratio remains available to them at this time but may not be available in the future.

Claims of Terminated Faculty Members Any and all claims that each of the Terminated Faculty Members listed in Confidential Schedule “A” has against Laurentian shall be dealt with solely as part of a claims process in the CCAA proceedings.

It is further agreed that a Terminated Faculty Member shall have no further or other rights against Laurentian pursuant to the collective agreement or otherwise upon termination, save and except as it relates to the registered pension plan and the terms of the collective agreement as amended herein. In the event of an inconsistency between the collective agreement and this Term Sheet, this Term Sheet shall be paramount.

Termination of Counsellor The parties agree that the one counsellor listed in confidential Schedule “B” to this term sheet shall be terminated (the “**Terminated Counsellor**”), with an effective termination date of April 30, 2021.

Terms of Termination of Counsellor The Terminated Counsellor shall be entitled to file a claim in the CCAA claims process in respect of all entitlements relating to their employment or former employment with Laurentian, which claim shall be in accordance with their employment contract with the University and the terms of the CCAA.

Centre for Academic Excellence Laurentian will agree to terminate 1 academic advisor position.

Salary Adjustments to Faculty Members As per Schedule “C”, effective May 1, 2021, each of the Faculty Members’ salary shall be decreased by five percent (5%).

Year 1 (July 1, 2020 – June 30, 2021)

- (i) ATB to Base Salary: 0%
- (ii) Annual Progress-Through-the-Ranks: \$0
- (iii) Promotion and Additional Qualifications: \$2,900

Year 2 (July 1, 2021 – June 30, 2022)

- (i) ATB to Base Salary: 0%
- (ii) Annual Progress-Through-the-Ranks: \$0
- (iii) Promotion and Additional Qualifications: \$2,900

Year 3 (July 1, 2022 – June 30, 2023)

- (i) ATB to Base Salary: 1%
- (ii) Annual Progress-Through-the-Ranks: \$2,900
- (iii) Promotion and Additional Qualifications: \$2,900

Year 4 (July 1, 2023 – June 30, 2024)

- (i) ATB to Base Salary: 1%
- (ii) Annual Progress-Through-the-Ranks: \$2,900
- (iii) Promotion and Additional Qualifications: \$2,900

Year 5 (July 1, 2024 – June 30, 2025)

- (i) ATB to Base Salary: 1%
- (ii) Annual Progress-Through-the-Ranks: \$2,900
- (iii) Promotion and Additional Qualifications: \$2,900

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

Laurentian will ensure that there is an equitable distribution of salary reductions among LUFA, LUAPS and Senior Leaders over the term of the collective agreement.

Professional Development

As per Schedule “D”, upon execution of this Term Sheet, all existing professional development balances allocated to each of the Faculty Members shall be zero.

Allocation of professional development funds shall resume on July 1, 2021, in accordance with the terms of the collective agreement.

Faculty Member Workload

As per Schedule “E”, the maximum normal teaching load for each academic year shall be two and one-half (2 ½) full-year courses or fifteen (15) credit equivalents in all Faculties.

Other Amendments to Collective Agreement

Please refer to the attached Schedules “F” to “EE” to this Term Sheet for other amendments to the Collective Agreement.

Binding Arbitration

Issues specifically identified within Schedules "F" to "EE" which stipulate that by agreement of the parties they are to be determined through binding arbitration shall, once determined and if applicable, constitute amendments to the collective agreement. Such binding arbitration shall take place before William Kaplan and will be completed by June 18, 2021.

Grievances

The parties agree that grievances for non-monetary issues or those not involving the expenditure of money such as accommodation, denial of tenure or unjust dismissal, which arise on or after February 1, 2021 shall not be stayed as a result of the CCAA proceeding, and may proceed in the ordinary course.

Entire Agreement

This Term Sheet and its Schedules constitute the entire agreement between the parties pertaining to the subject matter of this Term Sheet. For greater certainty, in the event that this Term Sheet and the Schedules conflict, this Term Sheet shall be paramount.

Governing Law

The terms of settlement and amendments to the collective agreement set out in this Term Sheet shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario. While the stay of proceedings remains in force, the CCAA Court shall have the exclusive jurisdiction to determine any action arising under this agreement and the parties hereby attorn to the exclusive jurisdiction thereof. Nothing in this agreement derogates from the exclusive jurisdiction conferred on the Ontario Labour Relations Board or a labour arbitrator by the *Labour Relations Act*, 1995, S.O. 1995, c.1-Schedule A for non-monetary matters during the currency of the stay of proceedings, and for all matters upon emergence or termination of the CCAA proceeding.

Amendments

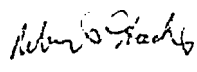
This Term Sheet, once executed, shall only be modified in writing and upon signature by the parties hereto.

Notices

All notices, requests, consents and other communications delivered pursuant to the terms of this Term Sheet shall be contained in a written instrument and may be delivered in person or sent by internationally recognized overnight courier or by email.

[Remainder of the page intentionally left blank]

LAURENTIAN UNIVERSITY OF SUDBURY

Per:  c/s

Name: Robert Haché

Title: President and Vice-
Chancellor

I have the authority to bind the Corporation.

**LAURENTIAN UNIVERSITY FACULTY
ASSOCIATION**

Per:  c/s

Name: David Wright

Firm: Ryder Wright Blair & Holmes LLP

Title: Chief Negotiator and Counsel

I have the authority to bind LUFA.

This is Exhibit "B" referred to in the
Affidavit of Linda St. Pierre
affirmed before me this 16th day of
December, 2021 in accordance with O. Reg
431/20, Administering Oath or Declaration
Remotely



A COMMISSIONER, ETC.

Schedule “S”

Expedited Mediation and Arbitration Processes

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

EXPEDITED MED-ARBITRATION

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

This is Exhibit "C" referred to in the
Affidavit of Linda St. Pierre
affirmed before me this 16th day of
December, 2021 in accordance with O. Reg
431/20, Administering Oath or Declaration
Remotely



A COMMISSIONER, ETC.

Term Sheet:

The parties agree that grievances for non-monetary issues or those not involving the expenditure of money such as accommodation, denial of tenure or unjust dismissal, which arise on or after February 1, 2021 shall not be stayed as a result of the CCAA proceeding, and may proceed in the ordinary course.

Grievance Number	Title	Date filed	Issue	Remedy	Monetary	Term Sheet Exclusion
2021-45	Computer Allocation	15 October	The Administration has failed to provide eligible members with computers in breach of Article 3.20.4. In addition, the Collective Agreement provides for a Computer Allocation Committee which has the role to determine the allocation of computers for full and part time members, including the responsibility to develop a policy to deal with all aspects of the allocation of these computers or other acceptable computing devices. However, the Administration has failed to appoint members to the committee, which prevented LUFA from participating on the committee and the decisions regarding computer allocations. The Administration has also failed to provide the full list for computer allocation eligibility and rotation. Instead, LUFA received a partial list with minimal information.	A declaration that the Administration has breached the Collective Agreement; An order requiring the Administration to appoint members to the Computer Allocation Committee; A declaration that the Administration does not have unilateral authority to make decisions on computer allocation given that it has negotiated a collegial process for the determination of these matters; That members be made whole for the Administration's breaches to the Collective Agreement;	NO Admin indicates that they have provided all eligible members with computers. LUFA has not verified this fact but there appears to be no dispute that members are owed the computers. Remaining issues are non- monetary	YES Should proceed in ordinary course
2021-44	Joint Health and Safety Reps	15 October	The Administration has failed to properly include the Joint Health and Safety Committee in discussions and decisions regarding Health and Safety matters. Including the the development of relevant policies in breach of Article 3.25 – Health, Safety and Security. LUFA also alleges a breach of the Occupational Health and Safety Act and any other Article which may be relevant.	A declaration that the Administration has breached the Collective Agreement; An order directing the Administration to comply with the requirements of the Collective Agreement and the Occupational Health and Safety Act; A order directing the Administration to properly include the Committee in relevant discussions and decisions, including COVID related matters; An order directing the Administration to provide the Committee with the information, and resources necessary for them to fulfill their statutory obligations; Full redress and such other relief as may be appropriate.	NO	YES Should proceed in ordinary course

2021-43	Vacation Pay-Improper payment	14 October	The Administration failed to remit vacation pay to members who had contracts ending on June 30th 2021 in breach of Article 7.15.6 in the Collective Agreement.	A declaration that the Administration has breached the Collective Agreement; An order directing the Administration to remit vacation pay to affected members; That members be made whole for the Administration's breaches to the Collective Agreement; Full redress and such other relief as may be appropriate.	small amounts (2-3 LTA's owed 7 days of pay)	Possibly a combination of restructuring and Collective Agreement.
2021-42	Sessional Appointments	15 October 2021	The Administration continues to breach the Collective Agreement with respect to the hiring process for Sessional Members. In addition, some of the sessional contracts do not include the information specified in Article 4.15.16. The Administration has also added additional duties for Sessional members which are not required by the Collective Agreement such as student advising and duties that extend beyond the contract date with no additional remuneration, such as work related to student incomplete work and student appeals.	A declaration that the Administration has breached the Collective Agreement; An order requiring the Administration to comply forthwith with the terms of Article 4.15; An order requiring the Administration to comply with Article 2.50; An order that the University make whole any Member of the LUFA bargaining unit who has suffered any loss by reason of the failure of the Administration to comply with the Collective Agreement	NO Possibly Small amounts depending if sessional members were excluded from applying	Yes Should proceed in ordinary course
2021-41	Payroll Issues	14 October 2021	The Administration has failed to respond to member queries regarding anomalies in payroll stubs. Some members have noticed that additional earnings were added to their earnings despite not being paid those amounts. The same amount also appears in the deductions section under the header: readjustment to pension/benefits. Given the tax and fiscal implications of this reporting, members have inquired about the nature of the amount. The Administration has failed to respond and to readjust the pay stubs in breach of Article 8.10 – Salary Structure, Article 8.45 – Benefits and any other Article that may be relevant.	A declaration that the Administration has breached the Collective Agreement; An order requiring the Administration to fully compensate members for any monetary loss that has incurred because of the breach; An order requiring the Administration to readjust our members paystubs; That members be made whole for the Administration's breaches to the Collective Agreement; Full redress and such other relief as may be appropriate.	NO- requires a re-issuing of payroll stubs if practice is improper	YES Should proceed in ordinary course
2021-40	PTR increment	14 October 2021	The Administration has failed to apply the promotion increment to some members salary in breach of Article 8.10 – Salary Structure, Article 8.15 – Progress-Through-the-Ranks Increments and any other Article that may be relevant	A declaration that the Administration has breached the Collective Agreement; An order requiring the Administration to retroactively implement the PRT and fully compensate our members for the impact of the breach; That our members be made whole for the Administration's breaches to the Collective Agreement; Full redress and such other relief as may be appropriate.	YES	

2021-39	Science North Agreement	14 October 2021	The Administration breached the Collective Agreement by entering into an agreement with Science North to employ Non-Members to teach courses and supervise students in the Graduate Program in Science Communication. The Administration breached the Collective Agreement by entering into an agreement with Science North to allow Non-Members to be voting members of the Science Communication Program Committee. LUFA alleges breach of Article 2.15 — Recognition of the Bargaining Unit, Article 2.20 — Employment of Non-Members, Article 3.10 — Academic Freedom, Article 4.15 — Appointment and Renewal for Sessional Members and any other Article which may be relevant.	A declaration that the Administration breached the Collective Agreement by entering into an agreement with Science North; A declaration that the Administration acted improperly and in breach of the settlement signed on September 25, 2018; An order of payment to sessional members who were deprived of the opportunity to teach for the current academic year; An order requiring the Administration to disclose all details of the agreement including any revisions; An order of dues to LUFA for the improper shifting of bargaining unit work outside the bargaining unit; An order that the Administration cease and desist from employing Non-Members to teach; Full redress and such other relief as may be appropriate.	NO	YES Should proceed in ordinary course
2021-38	Bargaining Unit Work	14 October 2021	The Administration has transferred bargaining unit work to Non-LUFA Members in breach of Article 2.20 — Employment of Non-Members.	A declaration that the Administration has breached the Collective Agreement; An order that the Administration cease and desist from employing Non-Members to perform bargaining unit work; That members be made whole for the Administration's breaches to the Collective Agreement; Full redress and such other relief as may be appropriate.	NO	YES Should proceed in ordinary course
2021-37	Sessional Appeals	14 October 2021	The Administration has failed to provide LUFA with documents pursuant to sessional appeals in breach of Article 4.15.19 and 4.15.20.	A declaration that the Administration has breached the Collective Agreement; An order directing the Administration to provide LUFA with the required information; That members be made whole for the Administration's breaches of the Collective Agreement; Full redress and such other relief as may be appropriate.	Possibly pursuant to result of appeal. Small amounts	YES Should proceed in ordinary course
2021-36	Chairs and Directors Selection Process	14 October 2021	The Administration has failed to follow the process for the selection of Chairs and Directors in breach of Article 9.15 — Selection of Chairs/Directors and failed to engage in resolution discussions in breach of Article 11.10.10.	A declaration that the Administration has breached the Collective Agreement; An order requiring the Administration to correct any deficiencies in consultation with LUFA; That members be made whole for the Administration's breaches to the Collective Agreement; Full redress and such other relief as may be appropriate.	NO	YES Should proceed in ordinary course
2021-35	Information	14 October 2021	The Administration has failed to provide complete and accurate disclosure required by Article 2.50.2—Information.	A declaration that the Administration has breached the Collective Agreement; An order directing the Administration to provide complete and accurate disclosure required by Article 2.50.2; Full redress and such other relief as may be appropriate.	NO	YES Should proceed in ordinary course

2021-34	Departmental Constitutions	13 October 2021	The Administration has permitted, approved and/or assisted in the development of Departmental Constitutions that are inconsistent with the terms of the Collective Agreement in breach of Article 9.10 — Duties of Chairs and Directors. LUFA alleges breach of Article 9.10, Article 2.15 — Recognition of the Bargaining Unit, Settlement 2016-19 and any other Article that may be relevant.	A declaration that the Administration has breached the Collective Agreement; An order requiring the Administration to correct and notify Members of all improper terms of the Constitution; An order directing the Administration to cease and desist direct negotiations with the members regarding terms and conditions of employment that ought to have been negotiated with LUFA; That members be made whole for the Administration's breaches to the Collective Agreement; Full redress and such other relief as may be appropriate	NO	YES Should proceed in ordinary course
2021-33	Employment Equity Reporting	13 October 2021	LUFA is filing this grievance in response to the Administration's ongoing and repeated failure to fulfill its obligations with respect to Article 5.25.3-- Employment Equity in breach of the Collective Agreement and in breach of the minutes of settlement for Grievance 2015-04	A declaration that the Administration has breached the Collective Agreement and the settlement for Grievance 2015-04. An order directing the Administration to immediately comply with the provisions of the Collective Agreement. Full redress and such other relief as may be appropriate	NO	YES Should proceed in ordinary course
2021-32	Pay Equity & Start Up Grants	13 October 2021	LUFA has raised concerns about systemic discrimination in the determination of compensation and in particular in the determination of starting salaries and start-up grant. LUFA has repeatedly raised concerns that there is a systemic problem with the Administration failing to recognize all relevant experience when determining the starting salary for new members and that this failure results in lower starting salaries for female members. This initial step of salary determination is particularly susceptible to systemic discriminatory practices. Lower starting salary has an ongoing negative impact on compensation throughout a member's career. Evidence continues to emerge that in our sector pay inequity on the basis of gender remains a serious concern. Despite that, the Administration has created serious barriers to a meaningful assessment of starting salaries and pay equity. This is compounded by the fact that the Administration has failed to meet its obligations with respect to data collection required under the employment equity article. The Administration has breached 2.10-Recognition of the Employer, Article 2.50.8- Information Items, Article 3.15— No Discrimination or Harassment, Article 5.20- Appointment and Renewal, Article 5.25— Employment Equity, Article 6.20.1 - Research and Development Support, Appendix B- Standard Letter of Appointment, and any other Article that may be relevant.	As a remedy, the Union seeks the following: A declaration that the Administration has breached the collective agreement and the Human Rights Code; An order directing the Administration to provide LUFA with the necessary data to complete a full and through analysis of pay equity; An order directing the Administration to correct its practices in setting starting salaries and to revise standard letter of appointment in order to ensure that starting salaries are established in a non-discriminatory way; An order requiring the Administration to correct its practices to eliminate other systemic discriminatory practices affecting on going establishment of compensation; An order directing the Administration to implement a system for periodic checks and assessments in order to ensure an absence of discriminatory practices with respect to the establishment of compensation; An order that the Administration make whole, any member who has suffered the effects of systemic discrimination in the establishment of their compensation or start-up grants retroactive to September 1, 2021. A declaration that the Administration has engaged in discriminatory practices;	YES	Agreement that LUFA could file ongoing concerns of inequity as of September 1, 2021.
2021-30	Finidori- Thesis supervision payments	12 October 2021	The Administration has hired Professor Alexandru Finidori to teach courses outside the maximum teaching limits identified in the Collective Agreement. The appointment was in breach of the sessional appointment process and Professor Finidori was improperly paid through stipends in his professional development fund. LUFA did not receive a copy of the contracts and was not informed of this special deal with Professor Finidori. The Administration has breached Article 2.15 — Recognition of the Bargaining Unit, Article 4.15 — Appointment and Renewal for Sessional Members, Breach of cease and desist undertaken in settlement of grievance 2019-19, and any other Article in the Collective Agreement which may be relevant.	A declaration that the administration has breached the Collective Agreement; An order that the Administration cease and desist negotiating directly with the members; An order that the Administration provide LUFA with copies of all contracts issued to Professor Finidori for work performed with payment redirected to professional development funds; An order that the Administration provide LUFA with copies of all contracts issued to other sessional Members for work performed with payment redirected to professional development funds; Such other relief as may be appropriate.	NO	Pre-filing

2021-29	RWP Policy and Article 5.75	12 October 2021	LUFA has advised the Administration that it would be insisting on strict compliance with the terms of the CA including Article 5.75 respecting any matter involving discipline or potential discipline of its members, and that it would not accept any deviation from those procedures regardless of whether or not the matter at issue fell within the scope of the Respectful Workplace Policy ("the Policy"). It is LUFA's position that the clear language of Article 5.75 requires the Administration to follow all aspects of the Article in dealing with its members regardless of the provisions of the Policy. That is, that the CA governs any issue of discipline or potential discipline respecting a LUFA member, and that the Policy has no applicability in those circumstances. Despite LUFA's clear notice, the Administration has been failing to apply the terms of the Collective Agreement. It has failed to comply with the timelines for the commencement and conducting of investigations as prescribed in the CA. The Administration has failed to provide LUFA with proper notification and the complaint particulars.	A declaration that the administration has breached the Collective Agreement; An order that the Administration is required to apply and comply with all the provisions of the collective agreement in investigating potential disciplinary matters, and in imposing discipline on LUFA members, regardless of whether or not such the allegations against the member would fall within the terms of the Policy ; Such other relief as may be appropriate.	NO	YES Should proceed in ordinary course
2021-28	Sessional Roster Notification	12 October 2021	Despite an award from Arbitrator Kaplan directing the Administration to comply with sessional roster notification, the Administration has continued to breach it's obligation to notify members on the roster of the appointment decision for sessional contracts as required in Article 4.15.19. It is difficult to ascertain the level of non-compliance given that the Administration continues to be in breach of Article 2.50.2 (s) with some if not many of notices. The Administration previously relied on the fact that the language has no specific date listed. This was corrected by Arbitrator Kaplan. The Administration has breached Article 2.50.2 (s)- Information, Article 4.15.19- Grievance of Appointment Decision of Sessional Member, and any other Article in the Collective Agreement which may be relevant.	An order requiring the Administration to comply forthwith with the terms of the award and Article 4.15.19; An order requiring the Administration to copy LUFA on all future correspondence of this nature; An order requiring the Administration to provide a copy of all notices that have been sent for the 2020-21, and 2021-22 academic year; Such other relief as may be appropriate.	NO	YES Should proceed in ordinary course
2021-27	Mazen Saleh Promotion	12 October 2021	The Administration has improperly denied Dr. Saleh a promotion to Full Professor and failed to provide him with a fair process and evaluation.	An order requiring the Administration to promote Dr. Saleh to Full Professor; Alternatively an order requiring the Administration to reinstate the process for promotion in order to provide Dr. Saleh with a fair evaluation for his application for promotion; That Dr. Saleh be made whole for any losses suffered by the failure to provide him with a promotion and proper process for promotion; and Such other relief as may be appropriate.	Possibly small amount	YES Should proceed in ordinary course

2021-26	Visiting Scholars	12 October 2021	LUFA is filing this grievance in response to the Administration's failure to provide information and for breaching the process for sessional appointments. In the Fall of 2020, LUFA was made aware that the Administration was interested in hiring individuals outside the parameters of the Collective Agreement to assist with equity goals. The Administration was seeking to hire individuals for sessional appointments with an enhanced pay without posting the position to the roster. They indicated that additional funds had been provided through donor funds for these purposes. In order to assist the Administration with these hires, LUFA prepared an MOA that would allow the Administration to proceed with these hires with parameters acceptable to LUFA. The Administration rejected the MOA citing that the MOA was not required since they could hire individuals as Visiting Scholars outside of the Collective Agreement. This position is inconsistent with Labour Board Certificate and LUFA rejected the Administration's interpretation of the Collective Agreement which included that Visiting Scholars could be individuals outside the academy. LUFA followed up with Administration on the hiring in the School of Architecture and we were informed that an individual was allegedly hired through the process in the Collective Agreement. However, the Administration deemed him to be a Visiting Scholar. Despite requests for details around the hiring and copies of the contract LUFA has received no response to the remaining question or a copy of the contract. LUFA is unable to assess if the proper process was followed given the lack of transparency and disclosure on this matter.	A declaration that the Administration has breached the Collective Agreement; An declaration that the definition of Visiting Scholars requires that the Scholar be on leave from another University; An order that the Administration provide LUFA will all details of the hiring for Douglas Cardinal; An order that the Administration provide LUFA with the details of all other visiting scholars who have been hired in the last 3 years; An order that the Administration cease and desist from withholding relevant information that LUFA is entitled to receive in order to fulfill its obligations; Such other relief as may be appropriate.	NO	YES Should proceed in ordinary course
2021-25	Salary reductions	12 October 2021	"Each member of the bargaining unit will take 5 unpaid furlough days in each of 2021-22, 2022-23 and 2023-24 to be processed as one day per month between July and November." The parties have previously agreed that the use of the word "days" would mean calendar days. In calculating the amount to be deducted for each furlough day, instead of calculating the salary reductions as day/365 (calendar days) the Administration used the calculation of day/260(working days). This has improperly increased the reductions to Members' salaries. LUFA alleges breaches of Article 8.10 as revised in bargaining and reserves the right to rely on any other article in the Collective Agreement that may be relevant.	A declaration that the Administration has breached the Collective Agreement; An order that the Administration reduce all future salary reductions with the calculation using calendar days; An order that the Administration restore the improper salary reductions; Such other relief as may be appropriate	YES	Dispute on interpretation of term sheet

2021-24	Librarians and Archivist-Collegial Governance	12 October 2021	The University Librarian has undermined the academic freedom of the Chair and the Members of the Unit by failing to allow them to engage in departmental collegial processes and decisions. Unlike other units on campus, the Librarians/Archivist have been deprived the right to direct and engage in a meaningful way in the decisions impacting the Library. In addition, this is the only Unit on campus that has not been provided with full access and authority over their budget. Rather than meaningful involvement of the Faculty Members, many issues are decided by the University Librarian after superficial consultation.	A declaration that the Administration has breached the Collective Agreement; An order that the Administration restore the academic freedom including the collegial rights of Members of the Unit; An order that the Administration provide the Unit with full access and authority over their budget; An order that the Administration provide the Unit with full access and authority over the use of Library space; That Members be made whole; Full redress and such other relief as may be requested and is appropriate under the circumstances. Such other relief as may be appropriate.	NO	YES Should proceed in ordinary course
2021-23	Dues remittance	7 October 2021	This grievance is being filed to address the ongoing breaches regarding information disclosure in relation to the dues remittance.	As a remedy, the Union seeks the following: A declaration that the Administration has breached the Collective Agreement; An order requiring the Administration to submit the information required by Article 2.45.4 for the Winter and Spring terms 2021; An order requiring the administration to remit the full amount of dues not properly remitted to LUFA for those terms; and Such other relief as may be appropriate.	NO May have small dues remittance if employer was non compliant	YES Should proceed in ordinary course
2021-21	Faculty Complements	7 October 2021	LUFA is grieving the Administration's failure to maintain the Faculty Complement by not replacing members who have recently resigned or retired. Through the CCAA process the Administration sought to reduce a significant number of positions in the LUFA bargaining unit. The parties reached an agreement on the total number of positions to be eliminated which was lower than the amount proposed by the Administration. During the round of bargaining which occurred in parallel, the Administration tabled a proposal that would allow them to attain the initial proposed employee reduction through attrition. LUFA rejected that proposal, and it was not included in the Collective Agreement agreed to. Despite the withdrawal of the Administration's proposal and the acceptance of our final position, the Administration is proceeding as though it had successfully attained the right to further reduce the complement.	A declaration that the Administration has breached the Collective Agreement; An order that the Administration replace the positions of all members who have resigned or retired since April 2021; That Members impacted by the breach be made whole; Full redress and such other relief as may be appropriate.	YES	
2021-20	Removal of Vice Deans	7 October 2021	The Administration has improperly eliminated the position of Vice Deans in several Faculties. The position of Vice Dean has existed for decades. The Vice Deans play an important role in student advising. This position was accompanied by a credit reduction in recognition of the significant workload imposed by this role. The work has been shifted to other members with no additional credit allocation in breach of Article 5.40.6 (b). The parties recently completed a round of bargaining. At no point did the employer seek to change the Collective Agreement to eliminate credit reduction for Vice Deans or provide notice of intent to eliminate the Vice-Dean positions.	A declaration that the Administration has breached the Collective Agreement; An order that the Vice Dean position be restored for the 2022-23 academic year with the previous credit allocation; That Members impacted by the breach be made whole through overload payment or banked credit; Such other relief as may be appropriate.	Yes	YES Should proceed in ordinary course

2021-19	Coordination Credits	7 October 2021	During the recent round of bargaining the Administration tabled a proposal to remove the language giving members specific coordination credits for their work as Coordinators. LUFA rejected the proposal. The parties agreed to refer the matter to binding arbitration, which occurred on June 15th. Prior to the arbitration, the Administration issued workload letters in breach of the Collective Agreement by improperly altering or removing the coordination credits for Coordinators. The Administration was unsuccessful in securing the changes to this language in binding arbitration. Following the arbitration award, LUFA followed up with Administration and was provided assurances that they would comply with the Collective Agreement. Despite those assurances, the Administration has failed to alter the workload letters to comply with the Collective Agreement. The Administration has attempted to secure the changes it failed to secure in bargaining or arbitration through other means. This includes direct negotiations with the Members, through improperly diverting the matter to Senate, and attempts through the Deans to develop departmental constitutions that breach the Collective Agreement. The Administration has not been transparent with LUFA on these matters.	A declaration that the Administration has breached the Collective Agreement; An order that workloads be assigned in compliance with the Collective Agreement; An order that the Administration immediately cease and desist negotiating with the Members; An order that the Administration pay punitive damages for the breach of settlement and breach of the Cease and Desist Order issued by Arbitrator Steinberg; That Members impacted by the breaches be made whole; That the Administration implement any other reasonable remedy in response to continuing harms; Such other relief as may be appropriate.	YES	YES Should proceed in ordinary course Breach of Kaplan award.
2021-18	Contact Information	7 October 2021	This grievance is being filed in response to the Administration's failure to provide LUFA with the contact information for its members. On June 25th, 2021 LUFA made a request to receive the contact information for all LUFA members and asked to receive the information by September 30th. On June 28th, LUFA was informed by the Administration that they were looking into the request. Over three months have elapsed and LUFA has not yet received the requested information. As the employer, the Administration has full access to the contact information for its employees. In addition, the Administration was required to compile all of the contact information for Ernst and Young to ensure a proper delivery of the claim forms for the ongoing CCAA proceedings. There is no reason for the Administration to withhold this information.	A declaration that the Administration has breached the Collective Agreement; An order directing the Administration to immediately provide the requested information to LUFA; Such other relief as may be appropriate.	NO	Dispute on interpretation of term sheet

2021-17	Workload Grievance	7 October 2021	This grievance is filed due to the breaches in workload assignments for the 2021-22 academic year. Some members have been given an improper workload assignment, including but not limited to: - o failure to provide the information in accordance with Article 5.40.3 (a) and (b); - o collapsing sections of courses thereby increasing the enrolment in classes, thus increasing the workload of members in breach of Article 5.40.6 (b); - o failure to consider Departmental recommendations in breach of Article 5.40.3 (a); - o arbitrary provision of credits for courses that have no credit allocation; - o altering credit allocation for courses in breach of Article 5.40.6 (e) and 1.30.1 (t); - o assigning workload to members outside of the Department without cross appointment in breach of Article 5.40 and 5.20; - o failure to provide overloads where additional workloads have been imposed on members in breach of Article 5.40.6 (b); - o failure to consider the nature, type of work, TA assignment and member's capabilities in assigning the maximum norms, in breach of Article 5.40.4 and 5.40.13; - o failure to circulate overload letters in breach of 5.40.7; and - o overloads in excess of Article 5.40.6 (b). LUFA asserts a breach to Article 5.40, 1.30 and any other Collective Agreement provision, settlement or arbitration award that may apply.	A declaration that the Administration has breached the Collective Agreement; - o An order that workloads be assigned in compliance with the Collective Agreement; - o That Members impacted by the breaches be made whole; - o That the Administration implement any other reasonable remedy in response to continuing harms Such other relief as may be appropriate.	Yes – small amounts	YES Should proceed in ordinary course
2021-16	Access to research funds	17 August 2021	The Administration has improperly accessed members various research accounts and improperly depleted all the funds. While the Administration had indicated they will attempt to restore the funds, they have not guaranteed to restore the funds. Further, LUFA has just recently learned that the Administration is treating some research funds, those where there is no obligation to an outside funding agency, differently and has made no commitment to fully restoring those funds. The depletion of the members' research funds, and the decision to treat some funds differently, has negatively impacted our members scholarly pursuits and has had adverse impacts on their ability to properly fulfill workload demands or excel in their pursuits.	A declaration that the Administration breached the Collective Agreement; An order requiring the Administration to restore the funds; An order directing the Administration to consider the impact of the Administration's actions in improperly accessing and depleting members' research funds when assessing member's future performance for the purpose of renewal, tenure, promotion or any other personnel matter Such other relief as may be appropriate	YES	Restructuring
2021-15	Employment of Non-Members	5 July 2021	LUFA is filing this grievance due to a recurring breach of Article 2.20- Employment of Non-Members. The Administration breached the Collective Agreement and failed to follow the appointment process in the Collective Agreement when it appointed a company to teach FORS 4006 instead of appointing a sessional instructor to teach this course. LUFA alleges breaches of Article 2.15- Recognition of the Bargaining Unit, Article 2.20- Employment of Non-Members, Article 4- Sessional Members, and any other Article in the Collective Agreement which may be relevant. LUFA also alleges a breach of settlement. (Grievance 2018-11 signed on 25th of September 2018)	A declaration that the Administration breached the Collective Agreement by hiring outside of the bargaining unit; A declaration that the Administration acted improperly and in breach of the settlement signed on September 25, 2018; An order of payment to the sessional members on the roster who were deprived of the opportunity to teach; An order requiring the Administration to disclose any other circumstance where it has hired a company rather than a bargaining unit member; An order requiring the Administration to disclose all contracts issued to a company rather than a bargaining member since September 25, 2018.	NO	YES Should proceed in ordinary course

2021-14	Exclusion from BU – Faculty of Education	5 July 2021	A declaration that the Administration breached the Collective Agreement by hiring outside of the bargaining unit; A declaration that the Administration acted improperly and in breach of the settlement signed on September 25, 2018; An order of payment to the sessional members on the roster who were deprived of the opportunity to teach; An order requiring the Administration to disclose any other circumstance where it has hired a company rather than a bargaining unit member; An order requiring the Administration to disclose all contracts issued to a company rather than a bargaining member since September 25, 2018.	A declaration that the Administration has breached the Collective Agreement; An order providing retroactive payment to all Sessionals supervising and teaching in the Faculty of Education who have been underpaid; An order that all rights be applied retroactively, including but not limited to seniority, establishment, tuition exemption, and professional development expenditures; An order to pay LUFA retroactive dues; That the Administration be ordered to disclose the information required in Article 2.50.2(n)(ii); That the Administration be ordered to disclose a full list of all other persons on its payroll who might be captured by Article 2.15; Such other relief as may be appropriate.	Possible small amounts for dues	YES Should proceed in ordinary course
2021-13	Roth-Harassment	23 June 2021	On April 26th Dr. Reuben Roth received two vile, hateful and anti-Semitic emails. One was sent to his work email and the other to his personal email. The emails contained the following passages: ... While the EDHRO and IT took some immediate steps by initiating an email block, the responses did not adequately and appropriately address the racist and anti-Semitic nature and the impact of the emails. Of particular concern is the labeling of the emails by an Equity and Human Rights Office Director as "inappropriate correspondence." Such labeling demonstrates a complete lack of understanding and concern respecting the content of the emails.	An order directing an explicit apology to Dr. Roth; Retraining on anti-Semitic tropes for the interim Equity and HR Director; An order directing the development of a policy to appropriately deal with e-harassment of members of the University community through email or social media. Any other appropriate remedy.	NO	YES Should proceed in ordinary course
2021-12	Ben Guirat Sessional Appointment	June 1, 2021	Dr. Mehdi Ben Guirat, is a sessional member who is on the sessional roster. On April 27th Dr. Ben Guirat was informed that the course ECON 1006-FL would be offered in the Spring session and that it could be offered remotely, as approved by Senate. He responded that day advising that he would teach the course. Within 30 minutes of accepting the course, Dr. Ben Guirat was informed that the course had to be treated as a hybrid course with a possible that some part of the course would be delivered on campus. At this time, the province was in a lockdown and on campus courses were prohibited. Dr. Ben Guirat responded the next day that he would be willing to teach the course. The Administration never-the-less insisted, contrary to any requirement imposed on other member, that Dr. Ben Guirat had to commit to on campus delivery of courses in the event the lockdown was lifted. He was required to confirm his ability to be physically present on campus. Only one other course was tentatively scheduled for hybrid delivery in the spring summer session. LUFA is not aware of any other LUFA member being required to commit to be physically present during the pandemic as a condition for hiring. Despite these improper requests from the Administration, Dr. Ben Guirat agreed to teach the course and to be present on campus if required and permitted. Despite these assurances, he was not hired to teach the course and it was instead assigned to the Dean's preferred candidate. Dr. Ben Guirat had to right to be assigned the course, had to right to determine pedagogically how he wanted to deliver the course, and the right to choose a safer delivery during the pandemic irregardless of the Administration's preferred delivery method and preferred candidate.	An order directing the Administration to rescind the improper sessional appointment, without rescinding the payment to the other member; An order directing the Administration to pay Dr. Ben Guirat full compensation for the course; An order directing the Administration to recognize Dr. Ben Guirat's rights under the Collective Agreement, as though he had been assigned and delivered the course. Any other appropriate remedy.	YES however admin agreed to pay. Non monetary issues left to resolve.	YES Should proceed in ordinary course

2021-11	LU Gerontology IP	June 1		Mediation scheduled for January 10 2022		Restructuring
2021-10	Merit Increments	11 May	Laurentian is filing this policy grievance on behalf of the members who recently received merit increments, which were then rescinded. During the CCAA negotiations, and as part of the negotiations for changes to the Collective Agreement, LUFA tabled a proposal respecting adjustments to the salaries of members. This proposal was accepted by Administration. LUFA's proposal did not include any changes to entitlements to merit increments. The Term Sheet makes no mention of removing the entitlement to merit increments. While Schedule C does include language which removes entitlement to merit increments for 2020-21 and 2021-22, the inclusion of this language does not accord with the agreement of the parties and is inconsistent with the Term Sheet. Unlike other changes to the salary article, this change was not bolded in the draft and thus not drawn to LUFA's attention. The language of Schedule C does not reflect the agreement reached by the parties. The Term Sheet clearly provides that in the event of an inconsistency between the language of the Term Sheet and the language of a Schedule to it, the language of the Term Sheet governs. As such, members are entitled to merit increments and the merit increment payments must be reinstated for all members who were informed that they had been awarded such an increment.	An order directing the Administration to provide members who earned a merit increment with a merit increment in the amount of \$2900, retroactive to July 1, 2020.	YES	Dispute on interpretation of term sheet

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

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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
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RESPONDING MOTION RECORD

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