

N O T R E   D A M E   U N I V E R S I T Y   O F   N E L S O N

LETTER OF UNDERSTANDING CONCERNING SEVERANCE BENEFITS FOR  
THE ASSOCIATION OF UNIVERSITY AND COLLEGE EMPLOYEES LOCAL  
NO. 3 (NDU)

WHEREAS the Board of Governors of Notre Dame University will  
cease to operate a university on 31 May 1977 and has negotiated  
to turn over its assets to the Province.

AND WHEREAS the Board has obtained a promise from the Province  
that the Province will maintain the operation of the existing  
University Campus and will endeavour to provide continued employ-  
ment to the necessary support staff until such operation is  
assured by the Educational Lessee

AND WHEREAS the Province does not thereby guarantee employment  
and the Educational Lessee has not yet been identified and those  
employees concerned therefore face individual uncertainty with  
respect to continued employment

AND WHEREAS the Board of Governors of Notre Dame University has  
not contributed to retirement plans for some of its employees and  
in this particular for those of its employees represented by the  
Association of University and College Employees Local No. 3 (NDU)  
and the Board wishes to recognize the longer service of certain  
employees,



THEREFORE the parties hereto agree to the following.

Any permanent employee who has one or more years of employed service with the University will receive a payment equal to two (2) weeks' wages calculated at the employee's current rate of pay under the present Collective Agreement for each 52 weeks of service with the University provided that:

(a) the employee resigns from the University on or before 31 May 1977, and it is understood that required notice will be waived.

OR (b) the employee is not rehired by the Province or the Educational Lessee of the University facilities as determined on or before 15 September 1977.

OR (c) the employee is rehired by the Province or the Educational Lessee of the University facilities but is not retained owing to changes in requirements of the new employer as determined on or before 15 September 1977.

IT IS UNDERSTOOD that in calculating payment due that partial years of service will be prorated under the terms of this letter of understanding.

page 3

FOR A PERMANENT EMPLOYEE who has four or more years of employed service with the University and has not received a payment under the preceding paragraphs, the University will contribute to a Group Registered Retirement Savings Plan or a similar vehicle an amount equal to the severance payment that would be received otherwise and this will be paid on or before 1 October 1977.



IT IS AGREED that this letter of understanding is limited to obligations assumed only by Notre Dame University of Nelson and shall not be binding on an Employer who is successor to Notre Dame University.

DATED this 20 day of May 1977.

SIGNED for the Association of University and College Employees  
Local No. 3 (NDU).

Shirley M. Bannay  
President

Ron Driedger  
Treasurer

SIGNED for the Board of Governors of Notre Dame University of  
Nelson.

[Signature]  
President

[Signature]  
Treasurer