

ARTICLE 11 - TERMS AND CONDITIONS OF EMPLOYMENT FOR FACULTY

IV.1 Duties and Responsibilities

IV.1.1 Each faculty member shall be entitled and expected:

- i) to perform the teaching duties allocated by the member's departmental or program Chair under the procedures outlined in IV.2.1 below; and, following the requirements of Senate regulations, to assume the responsibilities inherent in teaching at Trent University, notably but not exclusively:
 - (a) the preparation of, **distribution of**, and reasonable adherence to, academic course syllabuses, **which satisfy the requirements of the policy on course syllabuses issued by the Dean's Office**;
 - (b) conscientious **and timely** grading of student assignments;
 - (c) availability for student consultations, including the posting of reasonable office hours;
 - (d) meeting with scheduled tutorial, seminar, laboratory, and lecture groups as specified in course syllabuses, except for reasonable change upon due notice where possible;
 - (e) submission of mid-year and final grades as required by departmental/program practice, **deadlines set by the Office of the Registrar**, and the requirements of Senate;
- ii) to engage in research, **and other scholarly and creative activities so as to advance knowledge and understanding and to maintain scholarly competence in their discipline. Research and other scholarly activities shall include, but may not necessarily be limited to, the following:**
 - (a) **investigations, conducted individually or in co-operation with others, culminating in results that are published in peer reviewed journals, conference proceedings, or as patents, or presented at peer-reviewed scholarly or professional conferences or seminars;**
 - (b) **any studies or works that may be published as books, chapters in books, or disseminated by other suitable means in a manner that makes them available for peer review.**

In their published work(s), members will indicate their affiliation with Trent University and acknowledge the work and co-operation of others. ~~and other professional activities of a scholarly nature; and,~~

- iii) to accept a fair and reasonable share of administrative responsibilities through participation, as requested, in departmental/program and University committees with the exceptions noted in IV.2.1.4.2; and to act as academic advisors within **their departments/programs and within** the college framework of the University, advising and assisting student advisees.

Normally these duties and responsibilities will be expected to occupy members' time in approximately a 40/40/20 ratio afforded to teaching, research, and service respectively, with the exceptions noted in IV.2.1.4.2 for probationary members. In the case of limited term appointments, where there is no expectation of university service, a decrease in service contributions will be offset by an increase in teaching contributions. In the case of members with limited term appointments who have been appointed under special arrangements as referenced in Article 7 and for teaching-stream appointments, the proportion of duties allocated to teaching will be specified in the advertisement for the position, and confirmed in the letter of appointment.

III.3.3 The Position of Part-time Members

III.3.3.1 Part-time members shall receive salary compensation on the same scale as full-time members, provided that the amounts of all salaries and increments shall be in a proportion of full-time employment specified in their letters of appointment.

III.3.3.2 Subject to Article III.3.4.8, other benefits and compensation for part-time members (including entitlements for leave) shall be as follows:

- i) Pensionable service will accrue on a pro-rata basis with employee contributions based on salary (e.g. for a .5 member pensionable service would accrue on a .5 basis and contributions would be based on the half-time salary);
- ii) Life insurance and long term disability insurance will be based on the employee's actual salary;
- iii) Health and dental benefits, if the employee is enrolled, will be provided to the employee as if the employee had a full-time appointment (i.e. no pro-ration);
- iv) Flexible benefits, professional expenses fund, and tuition waiver will be provided to the employee **on a pro-rated basis**; ~~as if the employee had a full time appointment (i.e. no pro-ration);~~
- v) EYS's, as per Article IV.5.2.2.6;
- vi) Any other leaves pro-rated;

vii) Legislated benefits - pro-rated.

III.3.3.3 Part-time members shall have duties and responsibilities so far as possible equivalent to those of full-time members, provided that such duties and responsibilities shall require only that proportion of full-time employment specified in the letters of appointment.

III.3.3.4 Criteria and procedures (except as provided in III.3.3.5 below) for tenure/~~permanence~~ and promotion shall be the same for part-time members as for full-time members.

III.3.3.5 The time limits on probationary appointments may be revised for part-time members by agreement of the parties on a case-by-case basis, until there is agreement on a general formula to be attached to this Agreement.

III.5.3.6 Limited Term Appointments

For the purposes of calculating the maximum period of limited term service, as specified in III.4.2.3.3, previous fractional limited term appointments and previous part-time appointments within the bargaining unit shall be pro-rated.

Notwithstanding this paragraph and paragraph III.4.2.3.3, the specified maxima for limited term service shall not include any limited term service at the University separated by a period of five (5) years or more from a proposed new limited term appointment.

III.5.3.7 Terms and conditions of employment for members given limited term appointments shall treat any past limited term service within the bargaining unit as equivalent to the service of all other members for purposes of compensation.

Teaching Track Appointments

Teaching is the primary expectation of these positions. While there will be no requirement to engage in research, those teachers who have an interest are encouraged to enhance their classroom teaching and broaden the scope of their educational activity by engaging in such scholarly activities as curriculum development and evaluation, mentoring, and research into the efficacy of different pedagogical approaches; and to share this expertise with their colleagues.

Faculty hired into teaching-stream appointments will be expected to devote at least 80% of their professional time to teaching, with up to 20% devoted to service at the university and/or departmental/program level. This would normally translate into a teaching load double the normal

teaching load in their department/program, and might involve teaching in the summer session, as appropriate. Faculty hired into teaching-stream appointments will not be entitled to do overload teaching.

Service

Since the University is a community of scholars, largely responsible for its own governance, it is expected that each faculty member shall make contributions in the area of service. Service shall be measured by the faculty member's record of active participation in academic governance and development in matters relevant to the progress and welfare of his/her department/program and the University, and in service on departmental/program, University, and Senate committees.

- IV.2.1.4.1 Members shall not be expected to serve on more than one (1) Senate or University committee at any one time. In addition, over any **six (6)** ~~seven (7)~~-year period, a member shall not be required to serve more than three (3) years on one (1) or more major University committee (~~i.e.e.g.~~, USC, COAP, **UPR, AP&B**, Graduate Studies).
- At the request of the member, the Nominating Committee of Faculty Board will consider membership on Senate as equivalent to service on a major Senate or University committee, ~~except in respect of the Chair of the Senate Budget Committee.~~
- IV.2.1.4.2 ~~For limited term appointments of two (2) years or less, and~~ For the first four (4) years of probationary appointments at the Lecturer or Assistant Professor ranks, members will not be expected to serve on Senate or University committees. Trent University Research Fellows will not be expected to serve on major University committees (see IV.2.1.4.1) during the period of the fellowship.
- IV.2.1.4.3 Lack of service on Senate or University committees during the period of exemption set out in IV.2.1.4.2 will not be considered in ~~renewal~~, re-appointment, promotion or merit decisions.
- IV.2.1.4.4 The nominating committee of Faculty Board for faculty assignments to Senate committees will make known its nominations for the subsequent academic year's service no later than April of the current academic year.

Annual CV Update

IV.8.3 Each member shall submit **by September 30th of each year** to the Dean ~~or the University Librarian~~ an **updated** curriculum vitae in the form prescribed by the Dean ~~or the University Librarian~~, with a copy, ~~where appropriate,~~ to the departmental or program Chair. **A full curriculum vitae shall be provided to the Dean**, ~~which curriculum vitae shall be brought up to date from time to time or upon an annual request by the Dean or University Librarian.~~

Annual Research Information Form

Each member shall submit by September 30th of each year to the Associate Vice President Research, with a copy to the Dean, an annual Research Information Form on the form prescribed by the Associate Vice President Research.

III.5.1 Departmental/Program Committees

III.5.1.1 There shall be a Departmental or Program Committee in each department or program, chaired by the department or program Chair or designate. This Committee shall consist of the members and academic administrators in the department/program, and any other persons, including students, that the members and academic administrators shall determine. The Committee's duties shall include the **preparation of advertisements for approved probationary and limited term positions and the annual selection of the Departmental/Program Personnel Committee and the election of the Departmental/Program Tenure Committees, as required. (See Article 7 and Article 9.)**

III.12 ~~Courses Outside the Regular Academic Session~~ **Overload Teaching**

III.12.1 Where they have ~~voluntarily agreed~~ **requested** to do so, and with the consent of the Dean, members may teach **up to one (1) or more full credit** university credit course(s) outside the regular academic session **or on the Oshawa campus during the regular academic session in any given 12 month period**, provided they are qualified to teach such course(s), and provided they express a willingness to do so within the deadlines as set out in III.12.1(a). ~~Such consent~~ **Consent to teach courses outside the regular academic session shall not be granted to members on sabbatical, members who have been informed by the Dean of concerns about their fulfilment of duties as per III.9.1.2(a), members on CDI denial , and members who have been granted teaching release because of administrative and/or research duties. Consent to teach up to one (1) full credit university credit course outside the regular academic session in any given 12 month period shall not be withheld unreasonably for members not in one or more of the above categories.**

Summer and Oshawa course offerings

- III.12.1(a) i) By October 1st of each year for the Summer Session, Departments/Programs will be advised **by the Dean's Office** that the process of planning for Summer **and Oshawa** Fall/Winter and ~~Off-campus~~ course offerings has commenced;
- ii) By November 15th for Summer Session and by January 15th for the **Oshawa** Fall/Winter ~~Off-campus~~ programming, a list of the courses to be offered shall be circulated **by the Dean's Office** to all members; and,
- iii) Members shall indicate in writing **to the Chair of their Department/Program**, after the dates in (ii) above, and by no later than January 30th for Summer (February 15th for **Oshawa** Fall/Winter ~~Off-campus~~ courses), if they wish to teach a Summer or **Oshawa** Fall/Winter ~~Off-campus~~ credit course.
- III.12.1(b) Extension or alteration of any deadlines established in accordance with III.12.1(a) shall require the written joint approval of the Dean (or designate) and of the Association.
- III.12.2 A member who teaches a university credit course under III.12.1 shall receive the per-course stipend provided for in VIII.3 of this Agreement, in all cases except:
- (a) as provided in III.12.3.1 or III.12.3.2; or,
- (b) when the member agrees to teach the course, where it is under-enrolled, on a reduced-stipend basis in accordance with VIII.3 and with existing practice.
- III.12.3.1 A member may ask that a university credit course or courses under III.12.1 be considered as partial fulfillment of normal teaching responsibilities, instead of being subject to per-course remuneration. Such a request may only be approved with the agreement of the Departmental/Program Committee, the departmental/program Chair, and the Dean.
- III.12.3.2 A member who has agreed to teach a course under III.12.1 may submit a written request to the Dean (copy to the Chair) to bank a course release in lieu of per course remuneration. Banking will be permitted to a maximum of **four (4)** ~~three (3)~~ course releases. Use of banked course releases, in order to facilitate identified research projects, shall be subject to the following conditions:
- i) a member's proposal for specific course releases must be submitted in writing to the Dean (copy to the Chair) by October 15th of the academic year prior to the academic year for which the course releases are requested;
- ii) the proposed course releases must be supported by the member's **Departmental/Program Committee and the member's** Chair and approved by the Dean;

- iii) the departmental/program recommendation must consider proposals for course releases in relation to its sabbatical plan (see IV.5.2.5.1), and approved course releases shall be appropriately noted on the sabbatical plan;
- iv) ~~three (3)~~ **four (4)** banked courses are required for a full research leave, ~~one and one half (1.5)~~ **two (2)** banked courses are required for a half research leave;
- v) the research project for research leave under III.12.3.2 must be evaluated and approved by the appropriate **internal NSERC or SSHRC** Committee on Research, based on the prospect of successful completion, and the report on the research must be submitted to the **appropriate internal NSERC or SSHRC** Committee on Research within three (3) months of return to teaching duties;
- vi) support or approval for proposed course releases shall not be unreasonably withheld;
- vii) ~~During~~ a research leave, members are still required to undertake their normal ~~academic~~ duties, **with the exception of their teaching duties, including: which include:** academic advising, departmental/program committee work, and other university service with the exceptions noted in IV.2.1.4.2;
- viii) ~~If~~ the **appropriate internal NSERC or SSHRC** Committee on Research is not satisfied with such an application for research leave, it may deny a research leave application. In such cases, the following shall prevail:
 - (a) The ~~Dean~~ **Associate Vice President of Research** shall inform the member of the denial and the reasons;
 - (b) The **Associate Vice President of Research** ~~Committee on Research~~ shall invite the member to respond within two (2) weeks. The response must be in writing and must contain whatever supporting evidence the member deems pertinent. **The Associate Vice President of Research shall convey the member's response to the appropriate internal NSERC or SSHRC Committee on Research;**
 - (c) After considering the member's response, the **appropriate internal NSERC or SSHRC** Committee on Research shall advise the **Associate Vice President of Research, copied to the Dean**, either that the denial should be upheld, or that the leave should not be denied;
 - (d) A member denied a research leave after the above procedure will receive a lump sum payment, less deductions required by law, equivalent to the value of the member's banked course release(s).

- ix) course releases which are banked in this fashion shall not be the basis for any claim to compensation upon termination of employment or otherwise.
- III.12.4 Willingness or unwillingness to participate in teaching courses outside the regular academic session shall not be considered in any decisions concerning the member's career development.
- III.12.5 Except for the cases provided in III.12.3.1 and/or III.12.3.2, teaching outside the regular academic session shall not count as time of service for any purpose other than compensation.
- III.12.6 Teaching outside the regular academic session shall not relieve a member from those portions of duties and responsibilities which relate to scholarship or service to the University.
- III.13 Evaluation of Teaching
- III.13.1 The parties agree that annual assessments of teaching effectiveness by students are valuable in contributing to the improvement of teaching within the University.
- III.13.2 Departments ~~and P~~ /programs shall develop and maintain assessment instruments that are appropriate to their academic disciplines, with assistance from the ~~Interactive Learning~~ **Instructional Development** Centre. These instruments will be made available to students in all courses on an annual basis. Such assessments will be made available ~~annually in confidence~~ to the **Chair of the Department/Program and, upon request, to the Dean. Such assessments will also be made available in confidence to the** Departmental/Program tenure/~~permanency~~/personnel committees and COAP in cases where the member is under consideration for tenure, **for** promotion, or **for** merit on the basis of ~~excellence in~~ **exceptional performance in** teaching.
- III.13.3 Members shall not be present when the students assess their teaching and assessments shall not be transmitted to the department-~~or~~ /program by the members. **Administrative assistants of** departments-~~or~~ /programs shall **and record** the number of assessments transmitted annually for each member. Members may read the assessments after final grades are submitted. ~~Each member's assessments shall be for the confidential information of that member except as noted in III.13.2 or, in other cases, at the member's option.~~ Members shall return the same number of assessments, for personnel decisions, as were submitted after the assessment.
- III.13.4 Each faculty member shall be encouraged to create a teaching dossier, consisting of annual teaching evaluations and other information the member deems pertinent. Members may ~~also~~ submit these dossiers for consideration in cases of tenure, merit, and/or promotion. The decision not to submit a teaching dossier shall not be held against a member.

- III.14 Procedures for Voluntary Transfer and Cross-appointment of Faculty
- III.14.1 An individual faculty member from one academic **department/program unit** may request to be transferred, in whole or in part, to another academic **department/program unit**, by written application to the Dean. **Normally, the Dean will approve such requests only if the teaching needs of the department/program from which the faculty member is proposing to transfer can be met in the absence of the member.**
- III.14.2 The agreement of the Dean, the home **department/program unit** and the receiving **department/program unit** shall be required for an individual faculty transfer. ~~A member shall be able to grieve if either the Dean or the home **department/program unit** objects to the transfer. An objection to a transfer by the receiving **department/program unit** shall not be the subject of a grievance.~~
- III.14.3 The home **department/program unit** of cross-appointed faculty must be specified at the time of the cross-appointment. This will automatically be the **department/program unit** allotted the larger share of the faculty member except (a) in the case where the cross-appointment is on a .5/.5 basis, ~~and~~ **or** (b) when the cross-appointment is for three (3) years or less. In these cases, the faculty member has the right to select the home **department/program unit**.
- III.14.4 The home **department/program unit** of a cross-appointed faculty member has the primary responsibility for making personnel recommendations regarding merit awards, tenure and promotion. In making such recommendations, the home **department/program unit** must request and duly consider the evaluation of the other **department/program unit** concerning teaching, scholarship and university service, as appropriate. Where the individual requests it, tenure and promotion committees will also include a representative from the non-home **department/program unit**, with full voting rights.
- III.14.5 The leaves and sabbaticals requests of cross-appointed faculty are to be processed, at the departmental/program level, by the home **department/program unit**, but with the provisos that:
- (a) individuals must inform the non-home **department/program unit** at the time of their request to be included in the home **department's/program's unit's** leaves and sabbaticals plan for a particular year. Individuals must also inform the non-home **department/program unit** of any existing plans at the time of cross-appointment;
 - (b) the home **department/program unit** must consult the non-home **department/program unit** before making a final decision about a cross-appointed member's leave request; and,

(c) there must be agreement between both **departments/programs units** regarding changes or additions to the home **department's/program's units** three-year plan that directly affect the staffing plans of the other **department/program unit**.

- III.14.6 The proportion of a cross-appointed faculty member located in each of the **departments/programs units** involved must be specified at the time of cross-appointment. ~~Normally,~~ ~~e~~Cross-appointments will be allocated **only on a .7/.3 basis or a .5/.5 basis**.
- III.14.7 The teaching and other responsibilities allocated to a cross-appointed faculty member in each academic **department/program unit** should be approximately proportional to the norms accepted by that **department/program unit**. However, by agreement between the **departments/programs units** and the individual, these proportions may be regarded flexibly. In the event of a dispute, the Dean ~~would~~ **will** be arbiter and **will** have the final decision.
- III.14.8 The cross-appointed faculty member has the same rights of participation in each of the **departments/programs units** as if located as a regular full-time member of those **departments/programs units**. In cases which concern both **departments/programs units**, the cross-appointed member should not vote twice on the same issue.
- III.14.9 Cross-appointments and transfers may be for a definite term (up to five (5) years) or be permanent. The duration of the arrangement must be specified when it is requested and approved. Any individual request for a further change in status, once a transfer arrangement has been made, will be regarded as a new request, and will have to follow the procedures outlined above.

from IV.2.1.1.1 Teaching Support Fund

There shall be an Annual Teaching Support Fund with a total allocation of \$6.50 per student-course based on the University's total estimated undergraduate enrolment in the current academic year. The Teaching Support Fund shall be used to provide Departments/Programs and TUFA members with marking assistance and teaching support. Support from the Fund is not available for courses taught on overload. There shall be two (2) competitions, one in October for ~~80%~~ **70%** of the Fund and one in January for ~~20%~~ **30%** of the Fund, plus any surplus from the first competition. ~~The monies shall be allocated to individual members through applications to the Departmental or Program Chair who shall submit the application on behalf of the to the Dean.~~ Applications will be made by individual members to the Department/program Chair, who will submit a consolidated request to the Dean of ~~Arts and Science~~ on behalf of the Department/program. **The Chair shall be responsible for distributing amongst members of his/her Department/Program the amounts allocated by the Dean.** Appeals of the Dean's or a

Department/program Chair's allocation decisions, including denials, shall be heard by the Vice-President (Academic).

The Teaching Support Fund shall, if possible, be fully allocated by February 1 of each year. The Dean shall report after February 1 of each year to Joint Committee how the Teaching Support Fund was allocated. Any unallocated or unspent funds shall be allocated to the Dean's contingency fund.

IV.2.5

Absence and Vacation - Faculty

It is understood that members will devote their working time to study, research, or other professional activities whenever they are not engaged in the teaching and administrative duties and responsibilities required under IV.1.1 (i) and IV.1.1 (iii) of this Agreement.

IV.2.6

When members are required to be absent from the University in the pursuit of study, research, or other professional activities during periods when they are required to perform specific teaching and administrative duties as required under IV.1.1 (i) and IV.1.1 (iii), such absence shall be arranged through advance consultation with the member's departmental or program Chair and written notice to the Dean (copy to the Chair) of the arrangements made. Where the absence is unexpected, as a result of illness or disability, and it is anticipated that the absence might extend beyond three (3) working days where teaching duties are scheduled, members shall inform the Dean of the anticipated duration of the absence.

IV.2.7

Members shall also provide information to their departmental or program Chair about their proposed summer schedules, and members shall indicate their anticipated vacation period which shall be in accordance with established practice, shall not be less than two (2) weeks, and shall fall between the day following Spring Convocation and the final week of August. At the same time, members shall indicate **to their Chairs** where they can be contacted during any prolonged absence from the Peterborough area during the summer months.

IV.2.8

The annual salary for faculty members includes statutory vacation pay.

Voluntary Cessation of Employment

Members may voluntarily retire from their appointment effective June 30 or December 31 of any year in or after the year in which they are eligible to retire. Notice must be given to the Dean as soon as possible and no later than three (3) months prior to the effective retirement date.

Members may voluntarily resign from their limited term, probationary, or tenured appointment effective June 30 or December 31 of any year. Notice must

be given to the Dean as soon as possible and no later than three (3) months prior to the effective resignation date.