

ARTICLE 3 - RECOGNITION AND ASSOCIATION MEMBERSHIP

1.4 Recognition of the Association

The Board recognizes the Association as the sole and exclusive bargaining agent for the members of the bargaining unit as defined by Certificate Number 1594-79-R of the Ontario Labour Relations Board dated December 18, 1979, and as amended on June 6, 1980.

The Association shall have the right at any time to call upon the assistance of representatives of the Canadian Association of University Teachers (C.A.U.T.) and the Ontario Confederation of University Faculty Associations (O.C.U.F.A.), when dealing with or negotiating with the University. Such representatives and any other duly designated representatives shall have access to the University premises at all reasonable times to consult with members, Association officers, or University officials. When such representatives deal directly with the University officials, the extent of their authority shall be clearly defined and communicated to the University officials by the Association.

notice that Director of SoE and Director of SoN to be excluded from the bargaining unit

1.5 Waiver or Breach of Provisions

The waiver of any provision of this Agreement or the breach of any of its provisions by either of the parties shall not constitute a precedent for any further waiver or any further breach.

1.6.1 Amendments to the Trent University Act

In the event of any proposals being presented to the Board for amendment or revision of the Trent University Act, the Board shall provide the Association with copies of such proposals and shall provide to the Association an opportunity to make representations to the Board, within sixty (60) days following receipt of such copies, prior to the Board taking any action on the proposals.

1.6.2 Expansion of the University

In the event of an expansion or extension of the University through the creation of faculties, colleges, schools, departments/programs or any other academic units or sub-units, either in Peterborough or elsewhere, the academic staff members of such units or sub-units who by virtue of the terms of their appointments would be eligible for membership in the bargaining unit shall immediately become members of the

bargaining unit, and the provisions of this Agreement shall apply to them.—~~If the~~ **The parties agree that where the University is planning an expansion or extension of the University which takes the form of an educational undertaking with another educational institution, the Joint Committee shall advise the Board and the Association on methods of protecting the bargaining unit and permitting the University to extend its educational services to the community., the University will notify the TUFAs executive and a meeting with Joint Committee will occur as soon as practicable. The Association will be provided with a reasonable time period within which to respond in writing to the notification. Where such a decision is subsequently taken, the Association shall be informed.**

I.7.1 Membership in the Association

No member of the bargaining unit shall be required to join the Association as a condition of employment. However, all present and all future members of the bargaining unit shall be considered members of the Association unless they withdraw from the Association in the manner specified in Article I.7.3.

I.7.2 Dues Check-Off

I.7.2.1 The Board shall deduct once monthly from the salary of each member of the bargaining unit such monthly dues or other assessments for general Association purposes as are uniformly and regularly payable by a member of the Association authorized in accordance with the Constitution and By-Laws of the Association and as certified in writing to the Board by the Association.

I.7.2.2 The Board shall remit the amounts deducted under the terms of Article I.7.2.1 to the Association no later than fifteen (15) days after the amounts have been deducted.

I.7.3 Withdrawal from the Association

I.7.3.1 Members of the bargaining unit who affirmatively assert conscientious objection to membership in the Association may so declare in writing to the Association with a copy to the Department of Human Resources. This declaration shall express clearly and explicitly the grounds for conscientious objection, and shall as such constitute notice of withdrawal from membership in the Association.

I.7.3.2 Newly-appointed members of the bargaining unit and others entering or re-entering the bargaining unit from excluded academic administrative positions who affirmatively assert conscientious objection to membership in the Association shall

so declare in writing to the Association within thirty (30) days of their appointment or return to the bargaining unit, in the manner and with the restrictions provided in Article I.7.3.1.

~~I.7.3.3~~ In the case of a member who has withdrawn from the Association under the terms of I.7.3, the Board shall within fifteen (15) days remit such amounts to the Trent University Faculty Association Bursary Fund. If, in a declaration of conscientious objection, a member has stipulated that his/her deductions be remitted to another Trent University bursary or scholarship fund, the Association shall so notify the Department of Human Resources and the deductions shall be remitted to the bursary or scholarship fund named by the member.

~~I.7.4~~ Membership Information

~~I.7.4.1~~ The Association shall provide to the Board on June 1 of each year a list of all members of the bargaining unit who have withdrawn from membership in the Association in the manner provided in Article I.7.3. The Association shall inform the Board of all new withdrawals from and returns to membership in the Association within thirty (30) days of such occurrences.

~~I.7.4.2~~ Through consultation, the Board and the Association shall establish by September 1 of each year a list of the members of the bargaining unit from whose salaries deductions will be made. The Board will thenceforth report on a monthly basis any deviation from this basic deduction list.

~~I.7.5~~ Income Tax Deductibility

The Board shall indicate the annual total of payroll deductions for the Association or the Trent University Faculty Association Bursary Fund or other Trent University bursary or scholarship funds on each member's T-4 slip.

~~I.8.1~~ Provision of Facilities

~~I.8.1.1~~ The Board shall provide to the Association without charge the use of one (1) office, telephone services equivalent to those allowed by past practice to members (provided that the Association pays all long-distance charges), and use of the internal postal service. All additional services and facilities shall be available to the Association on the same basis as to departments/programs and at the same rates.

I.8.1.2 The Board shall provide to the Association without charge suitable meeting rooms on the University campus for the conduct of Association business, subject only to normal scheduling arrangements.

I.8.1.3 The Board agrees that officers, agents and representatives of the Association shall be permitted to conduct Association business on the campus of the University.

I.8.2 Association Activities and Career Development Service to the Association

A member's service to the ~~on the~~ **Executive of the Association shall may** be regarded **upon written request to the Chair of the Faculty Board Nominating Committee by May 31st** as a share of administrative responsibilities as provided for in IV.1.1 (iii) or IV.1.2 (ii) of this Agreement.

I.8.3 Release Time for Officers

In any academic year, the Association shall be entitled to the equivalent of **up to four (4) full** course releases to reduce the duties of its officers under the terms of IV.1.1 and/or IV.1.2. The reductions shall be determined by no later than May 15th of the preceding academic year and duly communicated to the Dean and/or University Librarian. The Association may purchase additional release time with the agreement of the Dean and/or University Librarian. **Such requests must be made by July 1st.** The Dean and/or University Librarian shall not unreasonably withhold such agreement. Such course releases, with the agreement of the Dean, and such purchased release time, may, at the option of the officer, be deferred **for a maximum of twenty-four (24) months**, ~~or may be used under the provisions of III.12.3.2.~~

I.9 moved to definitions