

ARTICLE 6 - RIGHTS AND RESPONSIBILITIES

I.2.3 Academic Freedom

The common good of society depends upon the search for knowledge and its free exposition. Academic freedom in universities is essential to both these purposes in the teaching function of the **members of the** university as well as in ~~its~~ **their** scholarship and research. Academic staff shall not be hindered or impeded in any way by the University or the Association from exercising their legal rights as citizens, nor shall they suffer any penalties because of their exercise of such legal rights. The parties agree that they will not infringe or abridge the academic freedom of any member of the academic community. Members of the academic community are entitled, regardless of prescribed doctrine, to freedom in carrying out research and in publishing the results thereof, freedom of teaching and of discussion, freedom to criticize the University and the Association, and freedom from institutional censorship. Academic freedom does not require neutrality on the part of the individual. Rather, academic freedom makes commitment possible. Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge. The claim of academic freedom shall not excuse members from meeting the duties and responsibilities set forth in IV.1.1 (i) and IV.1.2 i) of this Agreement, provided that the allocation of such duties and responsibilities in accordance with IV.2.1 and IV.2.2 shall not conflict with principles of academic freedom.

I.2.4 Discrimination and/or Harassment

~~I.2.4.1~~ The parties agree that there shall be no discrimination, **harassment**, interference, restriction or coercion exercised or practised by either of them with respect to any member in regard to any matter including salaries, rank, appointment, promotion, tenure, permanency, re-appointment, dismissal, sabbatical leave, fringe benefits, or any other terms and conditions of employment by reason of age (except as required by ~~statute~~ or the retirement provisions of the Trent University Pension Plan), **ancestry, citizenship, colour, creed (religion or system of beliefs), disability (including mental, physical, developmental, and learning disabilities), ethnic origin, family status (such as being in a parent-child relationship), gender identity, marital status (including married, single, widowed, divorced, separated or living in a conjugal relationship outside of marriage, whether in a same sex or opposite sex relationship), place of origin, race, receipt of public assistance (in housing only), record of offences (criminal conviction for a provincial offence, or an offence for which a pardon has been received – in employment only), sex (including pregnancy and breastfeeding), sexual orientation, or membership or activity in the Association or other legal associations.**

~~race, language (except where the lack of language competence would clearly prevent the carrying out of the required duties), creed, colour, ancestry, ethnic origin, place of origin (birth place), citizenship, political or religious affiliation or belief, sex, pregnancy, sexual orientation, marital status, family status, number of dependents, clerical or lay status, disability (except where the disability would clearly prevent the carrying out of the required duties), place of residence (except where place of residence at such distance from the University significantly restricts members from carrying out their duties and responsibilities), or membership or activity in the Association or other legal associations.~~

~~The parties are committed to providing equal treatment with respect to employment without discrimination as required by the *Ontario Human Rights Code*. The University is committed to meeting the requirements of the *Ontarians with Disabilities Act* to address a workplace free of barriers.~~

Trent University's Policy on Discrimination and Harassment, as approved by the Board on June 25, 2009, is attached for information only. All members of the University are bound by this policy.

The Board undertakes to advise the Association of any proposed changes to the University Discrimination and Harassment Policy and Procedures, as approved by the Board on June 25, 2009, which may affect members.

I.2.4.5 When the Dean/University Librarian notifies a member that disciplinary sanctions are to be imposed on the member under **Trent University's Discrimination and Harassment Policy** section 7 of Appendix E, a copy of the written notification shall be sent at the same time to the Association.

I.2.4.6 Notwithstanding any other provisions of Chapter VI of the Collective Agreement:(i) ~~Any member who is a complainant or respondent adversely affected by a decision under section 7 of Appendix E may appeal the decision directly to the President within fourteen (14) days. The grounds of the available appeal are that there has been a violation, misinterpretation, improper application or faulty administration of Appendix E, and, in the case of respondent appeals only, that the sanctions imposed are excessive. Within fourteen (14) days of receiving the written appeal, the President shall render a final, written decision, and shall send a copy at the same time to the Association.~~(ii) **A grievance arising out of the imposition of a disciplinary sanction under Appendix E the University Discrimination and Harassment Policy must be filed by the Association within forty-two (42) days of receipt of the written notification of disciplinary action under I.2.4.5. Such a grievance shall be referred directly to arbitration seven (7) days after the date of the grievance. These time limits may be revised by mutual agreement of the parties.**(iii) In any such grievance the arbitrator(s) shall hear all evidence de novo.

Employment Equity

I.2.6.1

Trent University is committed to employment equity, as evidenced by its participation in the Federal Contractor's Program and approval of a policy on Employment Equity.

The parties are committed to establishing equitable opportunities for employment. The parties also agree to work together through bilateral consultation and negotiations to remove any discriminatory barriers that may exist to the employment of women, aboriginal peoples, people with disabilities, and members of racial minorities in employment areas covered by the Agreement.

Trent University's Policy on Employment Equity, as approved by the Board on XXXX, is attached for information only. All members of the University are bound by this policy.

The Board undertakes to advise the Association of any proposed changes to the University Policy on Employment Equity, as approved by the Board on XXXX, which may affect members.

Accessibility

I.1.2.4.1

The parties are committed to providing equal treatment with respect to employment without discrimination as required by the *Ontario Human Rights Code*. The University is committed to meeting the requirements of the *Access for Ontarians with Disabilities Act* to address a workplace free of barriers.

Each member is required to abide by approved rules and procedures adopted by the University in compliance with the *Access for Ontarians with Disabilities Act* and other relevant legislation.

IV.9

Safety

The Board shall notify members in detail of any responsibilities under law with regard to the safety of any employees and shall provide the instruction and materials required to meet any such responsibilities. Each member is ~~expected~~ **required** to abide by approved safety rules and procedures and to take every reasonable precaution to minimize the risk of injuries resulting from accidents.

Each member is required to abide by approved rules and procedures adopted by the University in compliance with the *Occupational Health and Safety Act* and other relevant legislation.

~~I.2.4.2 Measures implemented by the parties under the Collective Agreement, in relation to the University's Employment Equity program, are not intended by the parties to be discriminatory within the meaning of I.2.4 or under the relevant provisions of the Ontario Human Rights Code. Where necessary and as appropriate, in relation to such measures, the parties will work together to achieve "Special Program" status under the Ontario Human Rights Code.~~

~~I.2.4.3 The parties agree that harassment, and discrimination falling under the jurisdiction of the "Policy on Discrimination and Harassment", shall be subject to the provisions of Appendix E.~~

~~Nothing in this Article or in Appendix E is intended to inhibit consensual social relationships, freedom of expression or academic freedom of any member.~~

~~Nothing in this Article or in Appendix E is intended to limit the authority of those individuals charged with supervising others, counselling others, informally resolving complaints or conducting job performance appraisals.~~

~~Nothing in this Article or in Appendix E is intended to restrict or inhibit a member's right to file a complaint with the Ontario Human Rights Commission.~~

~~Nothing in this Article or in Appendix E is intended to restrict the role of the Association or its representatives in responding to the concerns of members.~~

~~Nothing in this Article or in Appendix E is intended to limit access to the grievance and arbitration process under the Collective Agreement in connection with discrimination, **harassment**, interference, restriction, or coercion under I.2.4.1.~~

~~Nothing in this Article or in Appendix E is intended to restrict the action(s) of the University in responding to substantiated instances of harassment or discrimination.~~

~~I.2.4.4 Where a member applying for assistance or making a complaint under Appendix E is in contact with the subject of the application or the respondent by virtue of teaching,~~

employment or other institutional relationships, and where such a member has reasonable grounds to believe that there is a threat to his/her physical health, safety or security, the member may, upon notification to the Dean/University Librarian, discontinue such contact with the subject of the application or the respondent pending the disposition of the matter under Appendix E or the institution of other appropriate arrangements. In the event that such discontinuance of contact significantly reduces the workload either of the said member or of a member who is the subject of the application or the respondent, the Dean/University Librarian may assign other duties as deemed necessary.

~~I.2.4.7 Public or official statements by officers of the University concerning an application for assistance or complaint under Appendix E shall be consistent with the substance and/or stage of said application or complaint. Such statements, including statements concerning disciplinary sanctions imposed under Appendix E, shall be made by the University only on a "need to know" basis. However, arbitration reports issued in consequence of actions under Appendix E constitute public documents.~~

move I.2.4.8 and I.2.4.9 to Article 22 – Personnel Files

~~I.2.4.8 If the Dean/University Librarian decides under section 7 of Appendix E not to proceed against a member who is a respondent, or if an arbitration decides in favour of such a member, the University shall remove all documentation relating to the complaint from the member's personnel files and, except for arbitration reports which shall be retained, shall at the discretion of that member destroy the documentation or transfer it to that member.~~

~~I.2.4.9 Records of disciplinary sanctions imposed on a member under Appendix E which are confined to a warning or reprimand shall be removed from the member's personnel files after a period of three (3) years during which no further records of similar or more serious disciplinary action against the member have been added to the member's files. Records of disciplinary sanctions under Appendix E, more serious than a warning or reprimand, shall be removed from the member's personnel files after a period of five (5) years during which no further records of similar or more serious disciplinary action against the member have been added to the member's files. Documents which are so removed shall be maintained in a separate file in the Dean's/University Librarian's Office, with access on a "need to know" basis and only in the context of personnel/employment decisions involving disciplinary action. Notice of access shall be provided to the member and to the Association.~~

I.2.4.10 ~~The University shall make every reasonable effort to protect members from undue jeopardy attaching to performance of their duties. Undue jeopardy may arise from trivial, frivolous, vexatious or bad faith allegations under Appendix E. The University and the Association shall assist a member in applying whatever legal remedies exist if harassment of the member continues after a complaint has been upheld and disciplinary action has been taken under Appendix E.~~

I.2.4.11 ~~The Human Rights Advisor shall compile an annual report about applications for assistance and complaints under Appendix E. This report shall be as full as requirements of confidentiality under Appendix E permit and shall be made available to the University community.~~

I.2.5 Conflict of Interest

The parties acknowledge the need to avoid potential conflicts of interest.

Trent University's Policy on Conflict of Interest, as approved by the Board on XXXX, is attached for information only. All members of the University are bound by this policy.

The Board undertakes to advise the Association of any proposed changes to the University Policy on Conflict of Interest, as approved by the Board on XXXX, which may affect members.

The parties agree that no member or person acting as an officer of the University shall take part in formal discussions or votes with regard to the determination of any term or condition of employment of an individual in the member's immediate family. ~~The parties acknowledge the need to avoid potential conflicts of interest.~~ Members shall not, without the written authorization of the Vice-President (Administration and Finance) **or the Vice President Academic**, or designate, authorize the purchase by the University of equipment, supplies or services from a source in which they or their families have a financial, proprietary or other direct interest.

move I.2.6.2 and I.2.6.3. and I.2.6.4 to Article 7 – Appointments (Hiring Procedures) and Article 13 Librarian Appointments (Hiring Procedures)

move IV.10 to Article 20 – Leaves