



THE COLLECTIVE AGREEMENT

between

THE BOARD OF GOVERNORS
ON BEHALF OF TRENT UNIVERSITY

and

THE TRENT UNIVERSITY FACULTY ASSOCIATION

July 1, 2013 to June 30, 2016

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CHAPTER I

GENERAL PROVISIONS

I.1

Definitions

"Academic Administrator" means an individual who holds a tenured or probationary faculty appointment or a professional librarian appointment, and who holds an administrative appointment, and by virtue of that administrative appointment, is excluded from the bargaining unit for the duration of their administrative term.

"Agreement" means this Collective Agreement between the Association and the Board.

"Association" means the Trent University Faculty Association.

"Bargaining Unit" means the unit defined in the decision of the Ontario Labour Relations Board in Certificate Number 1594-79-R, dated December 18, 1979, and as amended on June 6, 1980.

"Board" means the Board of Governors of Trent University as provided for in the Trent University Act, 1962-63.

"COAP" means the Committee on Academic Personnel.

"Chair" or "Director" means the academic head of an academic unit duly constituted by Senate and the Board and appointed according to the procedures herein.

"Collegial Chair" means the TUFA member elected to serve as the academic head of the School of Education and Professional Learning or the Trent/ Fleming School of Nursing. The term "Chair," as used in Articles III.5 through III.8 inclusive and as used in Article III.5.1.4, shall be understood to mean "Collegial Chair" as per III.5.1.4. Elsewhere, in this agreement, in the School of Education and Professional Learning and the Trent/Fleming School of Nursing, the term "Chair" shall be understood to mean the Dean.

"Days" where in the text of this Agreement reference is made to "days" this shall be interpreted as calendar days, but where reference is made to "working days" this shall be interpreted as working days.

"Dean" means the Dean of the relevant division of the Faculty of Arts & Science or the Dean of the School of Education & Professional Learning or the Dean of the Trent Fleming School of Nursing or the chief academic administrative officer of any other faculty as may be duly constituted by Senate and the Board.

"Dean of Graduate Studies" means the Dean of Graduate Studies as appointed by the Board.

"Department" means the Departments of Ancient History & Classics, Anthropology, Biology, Canadian Studies, Chemistry, Cultural Studies, Economics, English Literature, Geography, History, Indigenous Studies, International Development Studies, Mathematics, Modern Languages and Literatures, Philosophy, Physics & Astronomy, Politics, Psychology, Sociology, Gender and Women's Studies, and any additional departments as may be duly constituted by Senate and the Board.

"AVP of Human Resources" means the Associate Vice President of Human Resources as

appointed by the Board.

"Graduate Program" means any duly constituted graduate program.

"Joint Committee" means the Joint Committee on the Administration of the Agreement.

"Member" means a member of the bargaining unit.

"Nominal salary" of a member means the salary corresponding in any given year to a full-time appointment at the member's rank and step, as set out for that year in Schedule A.

"Parties" means the Association and the Board as defined above.

"President" means the President and Vice-Chancellor of the University as appointed by the Board.

"Program" means the Programs of Business Administration, Computing & Information Systems, Environmental and Resource Science/Studies, Forensics, and any additional programs as may be duly constituted by Senate and the Board.

"Provost and Vice President Academic" means the Provost and Vice President Academic as appointed by the Board.

"Regular academic session" means the Fall/Winter terms.

"School" means the School of Education and Professional Learning, Trent/Fleming School of Nursing and any additional schools that are duly constituted as such by Senate and the Board and whose programs are subject to external accreditation.

"Senate" means the Senate of the University as provided for in the Trent University Act, 1962-63.

"University Librarian" means the chief administrative officer of the Library as appointed by the Board, regardless of the title given to such an officer.

Note: Any reference to "department" or "program" shall be deemed to apply *mutatis mutandi* to undergraduate departments, programs, and schools.

Note: Any reference in the singular shall include the plural reference where the context so requires. This definition shall be deemed to apply in all necessary grammatical forms and uses.

I.2 Purposes

I.2.1 Ideals and Goals

The parties agree that the ideals and goals of Trent University are the advancement of learning, the dissemination of knowledge, and the intellectual, social, moral, and, as appropriate, physical development of the members of the University community and of society. They agree that in conducting their affairs and in their relations with each other they shall ensure the primacy of the University's academic goals. They accept a joint responsibility to secure these ideals and goals by promoting freedom, responsibility and

mutual respect in the life of the University community.

I.2.2 Purpose of the Agreement

The purpose of this Agreement is to promote and maintain harmonious relations between the parties in accordance with the ideals and goals of Article I.2.1, and to provide means acceptable to both parties for the orderly settlement of such differences as may from time to time arise between them.

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 university as well as in its 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 select, acquire, disseminate, or use information, 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.3](#) through [IV.6](#) shall not conflict with principles of academic freedom.

I.2.4 Discrimination and Harassment

I.2.4.1 The parties agree that there shall be no discrimination, 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), 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.

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 "Discrimination and Harassment Policy", shall be subject to the provisions of Appendix D.

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

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

Nothing in this Article or in Appendix D 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 D 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 Provost and Vice President Academic, discontinue such contact with the subject of the application or the respondent pending the disposition of the matter under Appendix D 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 Provost and Vice President Academic, in consultation with the Dean/University Librarian may assign other duties as deemed necessary.

- I.2.4.5 When the Provost and Vice President Academic notifies a member that disciplinary sanctions are to be imposed on the member under section 9.10 of Appendix D, a copy of the written notification shall be sent at the same time to the Association.

- I.2.4.6 A grievance arising out of the imposition of a disciplinary sanction under Appendix D must be filed by the Association in accordance with the timelines laid out in IX.3. Such a grievance may be referred directly to Step Three of the grievance process as outlined in IX.3. These time limits may be revised by mutual agreement of the parties.

In any such grievance the arbitrator(s) shall hear all evidence de novo.

- I.2.4.7 Public or official statements by officers of the University concerning an application for assistance or complaint under Appendix D shall be consistent with the substance and/or stage

of said application or complaint. Such statements, including statements concerning disciplinary sanctions imposed under Appendix D, shall be made by the University only on a "need-to-know" basis. However, arbitration reports issued in consequence of actions under Appendix D constitute public documents.

- I.2.4.8 If the Provost and Vice President Academic decides under section 9.10 of Appendix D 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 D 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 D, 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 Office of the appropriate Dean/ University Librarian, 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 D. 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 D.
- I.2.4.11 The Human Rights Advisor shall compile an annual report about applications for assistance and complaints under Appendix D. This report shall be as full as requirements of confidentiality under Appendix D permit and shall be made available to the University community.

I.2.5 Conflict of Interest

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, 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.

I.2.6 Faculty-Student Relationships

The integrity of the faculty-student relationship is the foundation of the University's educational mission. Whenever a faculty member is responsible for academic supervision of a student, a personal relationship between them of a romantic or sexual nature, even if consensual, is inappropriate. Such relationships jeopardize the integrity of the educational process. In this article, the term student refers to all individuals under the academic supervision of faculty, including advising, supervising, and teaching.

I.2.7 Employment Equity

I.2.7.1 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.

I.2.7.2 For all individual faculty and professional librarian competitions for advertised positions, the Personnel Committee shall prepare a statistical report to the Dean or University Librarian (as appropriate), specifying the total number of applicants, and where the information is voluntarily disclosed by the applicants the number and percentage of those who were women, aboriginal people, people with disabilities, and members of racial minorities. The Provost and Vice President Academic's Office shall then compile these statistical reports, with copies to the Association. Departments/programs may also choose to consolidate this reporting process, by submitting one (1) annual statistical report to the Provost and Vice President Academic's Office (copy to the Association). In such cases, the report shall be submitted by no later than June 30th of each year.

I.2.7.3 Where there are no female applicants for a faculty position, or where the Personnel Committee determines a short-list which does not contain at least forty (40) per cent (minimum of two (2)) female candidates, the Dean shall be immediately advised. In such cases, the Dean may require an extension of the competition deadline, additional advertising, and/or such other measures as are deemed appropriate. In addition and where possible, the Dean may require that at least one (1) female applicant be placed on the short-list.

I.2.7.4 Where male and female candidates apply for a faculty position and a male candidate is recommended for appointment, the Personnel Committee shall prepare a report to the Dean which shall set out the details of the selection process, including the number of applicants who are short-listed, and the number and percentage of those who are women. In addition, the report shall formally and specifically address the candidacy of each female applicant who has been short-listed, and shall be submitted to the Dean for review prior to any formal offer of appointment being made.

I.3 Policies and Practices

I.3.1 Existing Practice

Except where modified by this Agreement, existing practices relating to terms and conditions of employment which are reasonable, certain, and known, and which were in force at the date of commencement of this Agreement or during the preceding academic year, shall continue during the term of this Agreement. The onus of establishing an existing practice within the meaning of this Article shall rest on the party or person alleging the existence of such practice. Either party may seek interpretation of existing practice relating to terms and conditions of employment by referring any such matter to the Joint Committee as established in [II.6](#) of this Agreement. The Joint Committee shall be allowed one (1) month from the date of the request to resolve such issues. The Board may, following due notice to the Association stated in writing, amend, alter, or discontinue existing practices in a reasonable

way. Reasonable grounds for altering, amending, or discontinuing existing practices shall include the need of the Board to comply with any of the articles of this Agreement.

I.3.2 Management Rights

The Association recognizes the management function of the Board as defined in section 10 of the Trent University Act, 1962-63, and recognizes the rights, powers, and responsibilities of the Board to manage the University. The Board agrees that it shall exercise these powers in accordance with the provisions of this Agreement.

I.3.3 University Policies Affecting Terms and Conditions of Employment

- I.3.3.1 (a) All university policies affecting the terms and conditions of employment of members of the Association will be consistent with the terms of the Collective Agreement. In case of conflict between this Agreement and any university policy, the terms of this Agreement will take precedence.
- (b) Policies referenced in [I.3.3.1](#) will be subject to grievance and arbitration by either party as provided in Article [IX](#).
- (c) Any discipline arising from the policies and their implementation will follow the procedures and, if necessary, the disciplinary actions described in [VIII.1](#).
- I.3.3.2 Where the Employer is required by law or government agency to introduce or amend policies referenced in [I.3.3.1](#), the Employer may impose such changes only after consultation with the Joint Committee, and, subsequent to such consultation, by serving written notice to the President of the Association of changes it will impose. Should the Association challenge the imposed introductions or amendments such grievance shall begin at Step 3 of the Grievance Process as outlined in [IX.3](#), and shall be filed within fifteen days of receipt of the written notice.
- I.3.3.3 Any amendments to the policies found in this Agreement ([Appendices C](#) and [D](#)) not required for compliance as per [I.3.3.2](#) can be made only with the Association's approval.
- I.3.3.4 (a) University policies under consideration by the University Policy Committee but not provided for in [I.3.3.2](#) or [I.3.3.3](#) will be sent to the Association for input. If there is no written response from the Association within twenty (20) working days the University will proceed with the policy on the assumption that the Association does not regard the policy as affecting the terms and conditions of employment of members of the Association.
- (b) Where the Association has, within the prescribed timelines in [I.3.3.4\(a\)](#), identified that the policy under review affects the terms and conditions of employment of its members and further seeks to provide input, the Association will provide such input to the Policy Committee within 30 working days of receipt of the policy. Such input will be copied to Joint Committee.
- (c) If after review by the Policy Committee there remain matters in dispute, such matters will be referred to Joint Committee, or a designated subcommittee as per [II.6.2](#), for discussion. Either party may subsequently refer the matter to Step Three of the grievance process as outlined in [IX.3](#).
- I.3.3.5 Where policies not otherwise covered by this article have sanctions that include discipline, only those policies shared with the Association through either Senate or Joint Committee

may form the basis for disciplinary action against a TUFA member.

I.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.

I.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.

I.6 Amendments and University Expansion

I.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.

I.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 expansion or extension of the University 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.

I.7 Association Rights

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 [1.7.3](#).

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.7.6 Provision of Facilities

I.7.6.1 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.7.6.2 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.7.6.3 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.7.7 Association Activities and Career Development

A member's service to the Association shall be regarded as a share of administrative responsibilities as provided for in [IV.1.1](#) (iii) or [IV.1.2](#) (ii) of this Agreement.

I.7.8 Release Time for Officers

In any academic year, the Association shall be entitled to the equivalent of four (4) 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. Up to two (2) course release(s) not allocated to an officer may be carried over by the Association. No more than three (3) course releases may be accumulated as carry over at any time. The Association may purchase additional release time with the agreement of the Provost and Vice President Academic. The Provost and Vice President Academic shall not unreasonably withhold such agreement. Such course releases, with the agreement of the Provost and Vice President Academic, and such purchased release time, may, at the option of the officer, be deferred, or may be used under the provisions of [III.16.3.1](#).

CHAPTER II ADMINISTRATION OF THE AGREEMENT

II.1 Duration of the Agreement

The term of the Agreement shall be from the date of ratification to June 30, 2016.

Where provisions in the Agreement require action by the Association and the Board after the date of ratification and that action has been or may be delayed, it shall be taken as soon as is administratively feasible.

II.2 Strikes and Lockouts

There shall be no strikes or lockouts during the life of this Agreement.

II.2.1 Essential Access

In the event of a strike or lockout at the University, members whose research requires access to facilities on the University campus, in order to prevent such damage to that research as the loss of live or decomposable materials, shall be allowed such access following arrangements with the Vice President Research, or designate. Where possible, notification of access needs shall be given.

II.3 Copies of the Agreement

Within sixty (60) days of the signing of this Collective Agreement, the Board shall prepare and provide to each member a copy of the Agreement together with any additional material which the parties agree shall be distributed. The Board shall provide at cost to the Association for its own use fifty (50) copies of the Agreement within sixty (60) days of signing. The Board shall routinely provide a copy of the Agreement to members appointed during its life.

With respect to new appointments, a copy of the Collective Agreement shall accompany any offer of employment.

II.4 Correspondence

All correspondence between the parties arising out of or incidental to this Agreement shall pass between the Associate Vice President of Human Resources (or designate) and the President of the Association (or designate). Where the Agreement specifies notice in writing, the internal postal service of the University shall normally be deemed adequate means of communication.

II.5 Provision of Information

Each party shall provide to the other party documents that by policy or practice are routinely available to members of the University. Requests for further information from the other party shall be made through the Joint Committee, and such further information shall not be unreasonably refused. Where such information relates to named individuals in detail, such details shall be restricted to, and treated confidentially by, the parties, officers and designated

representatives.

Such information shall include, but not be limited to:

- a. By November 1st of each year, a list of members, by Department or Library, including academic or Librarian rank, type of appointment, year of appointment, and salary. For members on leave, the type of leave shall be indicated.
- b. Copies of the University's Budget and Audited Financial Statements when approved by the Board of Governors, including copies of public documents referred to in the footnotes.
- c. Copies of reports to the Provincial and Federal Governments, such as reports on the "Reaching Higher" targets.
- d. The total number of courses offered by the University and the total number of courses taught by members, by department.
- e. The number of graduate students in each program and the number of members teaching and/or formally supervising graduate students.
- f. By November 1st of each year, the names of all Chairs and Directors (including Directors of graduate programs).
- g. Tables from the financial report of Ontario universities (Council of Finance Officers, Universities of Ontario), annually, when available: Table 6 Expense – Operating Trent University and Expense – Operating Total for Universities.

II.5.1 In addition, the University shall annually compile and make available to the Association the following data:

- a. The total amounts spent on salaries and benefits for members of the bargaining unit as available from existing payroll data.
- b. Aggregate data for health insurance benefits as currently provided by the carrier.

II.5.1.1 Within 60 days of having received a letter of appointment or reappointment signed by a member, the University will provide the Association with a copy of same.

Where an appointment involves special commitments in relation to capital start-up costs and/or special support for teaching, research or administration, these shall be detailed in the initial appointment letter. Upon request, such arrangements will be discussed at Joint Committee. Such commitments, where provided, shall be granted to the individual member directly, and the total of such commitments shall be reported annually to the Joint Committee for information. A list of all such allocations shall be provided to Joint Committee by November 1st for the preceding July 1st to June 30th period.

II.5.1.2 Within 14 days of Board approval, the University will provide the Association with a list of all Board-approved personnel decisions relating to members, including names and the decision specific to each member.

II.5.1.3 By November 1st of each year, the University will provide the Association with a list of all members eligible for retirement without penalty under the faculty pension plan.

II.6 Joint Committee on the Administration of the Agreement

- II.6.1 Recognizing the mutual benefits to be derived from joint consultation, the parties agree, within thirty (30) days of the signing of this Agreement, to establish a Joint Committee on the Administration of the Agreement, comprised of three (3) representatives of the Association and three (3) representatives of the Board.
- II.6.2 The Joint Committee shall deal with problems arising from the administration of this Agreement, as far as possible, and perform the various functions assigned to it in the articles of this Agreement. The parties may agree to establish sub-committees of the Joint Committee to perform particular functions assigned by particular articles of the Agreement if they are of the opinion that this will better expedite the administration of the Agreement. Such sub-committees shall be composed of an equal number of representatives of the Association and of the Board, and shall forward all recommendations to the Association and the Board through Joint Committee.
- II.6.2.1 In addition to performing the various functions assigned in this Collective Agreement to the Joint Committee, the Joint Committee shall administer this Agreement in the spirit of cooperation and mutual respect and shall seek the timely correction of conditions which may give rise to misunderstandings. To that end the Joint Committee shall act in an advisory capacity to the University and the Association concerning the need to amend or modify the Agreement. The Joint Committee shall not have the authority to amend or modify this Agreement. Any amendments or modifications to the Agreement shall not take effect until approved by the University and the Association.
- II.6.3 The Joint Committee shall determine its own procedures, subject to the following provisions:
- (a) The Joint Committee shall be co-chaired by one (1) representative of the Association and one (1) representative of the Board;
 - (b) A quorum for the Joint Committee shall be four (4) of its members, with a minimum of two (2) members representing each of the Board and the Association;
 - (c) The Joint Committee shall meet at least twice during each academic year, but may meet more often by mutual agreement;
 - (d) Either party may request a meeting to be held at a mutually convenient time within ten (10) working days of the request;
 - (e) The co-Chairs may meet to settle agenda for meetings; failing that, they shall exchange written agenda at least three (3) working days in advance of each meeting.
- II.6.4 Special meetings of Joint Committee to discuss the financial situation of the University shall be held at least quarterly. The parties recognize particular value in having the Provost and Vice President Academic and Vice President, Finance and Administration, in attendance and agree that each party may bring up to four additional members to these meetings. The timing and purpose of these special meetings shall be as follows:
- (a) Quarterly, to discuss application and enrolment data, the draft budget assumptions and related projections prior to its presentation to the Finance and Property Committee, and the implications that these matters may have for staffing, the in-year budget, the bargaining agent, or bargaining unit members;
 - (b) In the event that the University receives information outside of the regular budget

- cycle that results in decisions being made or contemplated with implications for staffing, the bargaining agent or its members for the in-year or future budgets;
- (c) At any other times jointly agreed by the parties.

II.6.4.1

Prior to special meetings of Joint Committee described in [II.6.4](#), the University shall provide the Association with relevant information necessary to facilitate informed discussion.

CHAPTER III

ACADEMIC STAFF AND PROFESSIONAL LIBRARIAN APPOINTMENTS

III.1 Formalities of Appointments

All appointments of members shall be made by the Board after receiving a recommendation from the President. The President's recommendation to the Board shall follow receipt of a recommendation from the Provost and Vice President Academic and Dean. The Dean's recommendation to the Provost and Vice President Academic shall follow receipt of a recommendation from the department and/or program to which the appointment is being made. No appointments of members shall be made without a positive recommendation from the department and/or program, Provost and Vice President Academic, and the President. In the case of librarian members, the place of the Dean shall be taken by the University Librarian, and the place of the department and/or program shall be taken by the Librarians' Committee.

III.1.2 Letters of Appointment

Letters of appointment of members shall be issued by the President or designate. Such letters of appointment shall be consistent with the articles of this Agreement, and shall include:

- (a) Rank;
- (b) Department or program or library affiliation;
- (c) Category of appointment;
- (d) Date of commencement of appointment;
- (e) Salary;
- (f) Term of the appointment in the case of a probationary appointment or limited term appointment;
- (g) A general statement of the regular duties and responsibilities pertaining to the position to which appointment is made;
- (h) If the appointment is of a part-time member, the specified proportion of full-time employment required by the regular duties and responsibilities of the appointee;
- (i) In the case of probationary appointments, a copy of the written specific standards for the application of the tenure criteria or permanency criteria ([III.7.4](#) or [III.10.4](#)); and,
- (j) A copy of this Agreement.

III.2 Ranks

III.2.1 Faculty Ranks

All appointments of faculty members shall be at one of the following ranks:

Professor;
Associate Professor;
Assistant Professor;
Lecturer.

These ranks may be qualified by the following categories:

Tenured;
Probationary;
Limited term;
Full-time;
Part-time;
Reduced-time;
Visiting (see [III.3.1.5](#)).

III.2.2 Librarian Ranks

All appointments of librarian members shall be at one of the following ranks: Librarian IV, III, II, I. These ranks may be qualified by the following categories:

Permanent;
Probationary;
Limited term;
Full-time;
Part-time;
Reduced-time;
Visiting (see [III.3.1.5](#)).

III.3 Appointments

III.3.1 Definitions

- III.3.1.1 A full-time appointment is one in which the member's regular duties and responsibilities require full-time employment on a year-round basis as these are defined by the varying practice and procedures used by the departments and programs or the library.
- III.3.1.2 A part-time appointment is one in which the member's regular duties and responsibilities

require some specified proportion of full-time employment.

III.3.1.3 A reduced-time appointment is one held by a tenured/permanent member, in accordance with the terms of [III.3.3](#).

III.3.1.5 A visiting appointment is one held on a defined, limited-term basis by an individual who is on leave from another employer and who is committed to return to a position of regular employment outside Trent. Where the visiting appointment is for one (1) year or less, the appointment shall be regarded as being outside the scope of the bargaining unit, although formal faculty/librarian rank shall be assigned in accordance with the appointee's status with their primary employer, and salary shall be assigned in accordance with Schedule A, based on academic rank and years of experience under the usual practices in that regard. In addition, the Personnel Committee of the appropriate unit shall approve any such appointment.

Where the visiting appointment is for more than one (1) year, the appointment shall be regarded as being within the bargaining unit, and all articles of this Collective Agreement shall apply. Association dues shall be deducted in the normal fashion, and the Association and the individual appointee are responsible for making check-off/dues arrangements, as appropriate, with the primary employer.

TUFA shall receive copies of all offers of Visiting Appointments.

III.3.2 The Position of Part-time Members

III.3.2.1 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.3.2.2 Subject to Article [III.3.3.8](#), 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 as if the employee had a full-time appointment (i.e. no pro-ration);
- v) EYS's, as per Article [IV.13.2.2.7](#);
- vi) Any other leaves pro-rated;
- vii) Legislated benefits - pro-rated.

III.3.2.3 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.3.2.4 Criteria and procedures (except as provided in [III.3.2.5](#) below) for tenure/permanence and promotion shall be the same for part-time members as for full-time members.
- III.3.2.5 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.3.3 Revision from Full-time to Part-time
- III.3.3.1 Members may apply in writing to the Dean, on a wholly voluntary basis, to revise their category of employment from full-time to reduced-time, or from part-time or reduced-time to a smaller proportion of full-time which shall not in any case be less than one-half (1/2). Such revision shall require the consent of the departmental committee, of the Dean or the University Librarian, and of the President. Application for such reduction must be made by January 1 of the preceding academic year.
- III.3.3.2 Members holding reduced-time appointments shall have the right to resume their previous status provided that not more than thirty-six (36) months have elapsed since the change of status. Members intending to resume their previous status may do so only on July 1, and shall give notice of intention to do so not later than the preceding January 1. Those who do not exercise the right under this section to resume previous status shall be deemed to hold a part-time appointment.
- III.3.3.3 Each application for reduced-time employment shall be in writing with a copy to the Association.
- III.3.3.4 Reduced-time appointments remain subject to [IV.1.1](#) and [IV.1.2](#). While it is normally expected in the allocation of those responsibilities that duties will be spread uniformly over the academic year, a member may request an alternative allocation, in writing, to the Dean/University Librarian with a copy to the Association. Unless the Association objects, within twenty (20) working days of receipt of the copy of the written request, the Dean/University Librarian may approve the alternative workload allocation. Where the Association objects, the reasons shall be clearly set out, in writing, to the Dean/University Librarian, with a copy to the Provost and Vice President Academic. If the application ([III.3.3.1](#)) for a reduced-time position is approved, the letter from the President (or designate) authorizing the appointment shall state clearly the nominal salary of the appointee, the reduction in regular duties and responsibilities, the actual salary, the date of commencement of the appointment, the office and research facilities, and any special terms and conditions of the appointment which differ significantly from the general statement of regular duties contemplated in [III.1.2.\(g\)](#).
- III.3.3.5 No reduced-time appointment shall take effect until and unless the appointee accepts it and all its terms and conditions in writing.
- III.3.3.6 A copy of each letter of appointment and each letter of acceptance of a reduced-time position shall be sent to the Association.
- III.3.3.7 A member with a reduced-time appointment shall receive EYS credits and sabbatical salary in accordance with [IV.13.2.2.7](#).
- III.3.3.8 A member opting for a reduced-time status shall be entitled to full benefits based upon the

proportion of nominal salary prior to commencing the reduced-time appointment for the first three (3) years of the reduced-time appointment. The Board shall in each of these three (3) years in addition pay, with respect to all benefits, the difference between the member's contributions, based upon actual salary, and the contribution required by the proportion of nominal salary prior to commencing the reduced-time appointment. Thereafter such members shall receive benefits in accordance with [III.3.2.2](#).

III.3.4 Externally-Funded, Non-Competitive Academic Appointments

Externally-funded, non-competitive academic appointments are subject to the following conditions

- (a) The appointee will be a member of the bargaining unit.
- (b) The appointment procedures under [III.5.3](#) and [III.5.4](#) are waived.
- (c) Because candidates for such positions are not subject to the usual competitive comparison procedures, COAP must be satisfied that the candidates are competitive. Such competitiveness shall be based on usual evidence of qualifications plus the selection procedure used to determine the candidate to be appointed.
- (d) The appointment may be with tenure, subject to the provisions of [III.7.3](#).
- (e) The appointee shall be placed at a salary step determined by the Provost and Vice President Academic in consultation with the Dean and consistent with the provisions of this Agreement.
- (f) The duties of the appointee may be modified by the Dean in accordance with the requirements of the funding agency, but are expected to include teaching, research, and service (in accordance with [IV.1.1](#)). Any such modifications will be reported to the Association.
- (g) Where an appointment involves special commitments in relation to capital costs and/or special support for teaching, research or administration, such commitments will be reported to the Association prior to implementation, and must conform to the provisions of the collective agreement.

III.3.5 Externally-Funded, Competitive Academic Appointments

Externally-funded, competitive academic appointments are subject to the following conditions:

- (a) The appointee will be a member of the bargaining unit.
- (b) Where Amendments to [III.5.3.1](#) and [III.5.3.2](#) are deemed necessary by virtue of the requirements of the external funding source, such amendments are permissible with prior consent of the Association. TUFA shall respond to such request for consent within five (5) working days of receipt and, consent will not be unreasonably denied.
- (c) The appointment may be with tenure, subject to the provisions of [III.7.3](#).
- (d) The appointee shall be placed at a salary step determined by the Provost and Vice President Academic in consultation with the Dean and consistent with the provisions

of this Agreement.

- (e) The duties of the appointee may be modified by the Dean in accordance with the requirements of the funding agency, but are expected to include teaching, research, and service (in accordance to [IV.1.1](#)). Any such modifications will be reported to the Association.
- (f) Where an appointment involves special commitments in relation to capital costs and/or special support for teaching, research or administration, such commitments will be reported to the Association prior to implementation and must conform to the provisions of this Agreement.

III.4 Duration of Appointment

III.4.1 Definition

Appointment shall include tenured, probationary, and limited term.

III.4.1.1 A tenured appointment is an appointment which may be terminated only through resignation, retirement, dismissal for cause, or the procedures set out in [Chapter XI](#).

III.4.1.2 A probationary appointment is one which is made initially for a four-year term, and which may be extended for a further two-year term. A probationary appointment entitles a faculty member to be considered for reappointment and/or tenure in accordance with the provisions of this Agreement.

III.4.1.3 A limited term appointment is an appointment which is, other than in exceptional cases, no less than nine (9) months and no more than thirty-six (36) months in duration. Exceptional cases, include, but are not limited to, those outlined in [III.4.2.3](#).

III.4.2 Limited Term Appointments

No limited term appointment shall carry any presumption of an additional appointment, and the sum of terms under limited term appointments shall not (save as expressly noted below) exceed three (3) years.

For the purpose of sum of term calculations, the number of months of the appointment(s) will be used.

III.4.2.1 At the discretion of the department/program, and with the consent of the Dean, course stipendiary allocations may be consolidated into limited term appointments according to the schedule below. The University will encourage departments/programs in the making of such consolidations.

<u>Number of Stipendiary Allocations</u>	<u>Length of Consolidated Limited Term Appt.</u>
4.5	9 month
5.0	10 month
5.5	11 month
6.0	12 month

III.4.2.2 The planned inclusion and advertisement of a summer or off-campus course in a consolidated bargaining unit position shall follow after the deadlines in [III.16.1\(a\)iii](#).

III.4.2.3 A limited term appointment of four (4) or five (5) years may be authorized in unique cases, such as to replace academic administrators for the duration of their term of service outside the scope of the bargaining unit, or to assist in the staffing of specific academic programs, where directed program funding is in place for a specified and finite period of time.

III.4.2.4 Duties and responsibilities expected of all limited term appointees shall be as set out in [IV.1.1](#) and [IV.1.2](#).

III.4.2.5 The allocation of teaching and departmental/program duties shall be done following [IV.3](#) through [IV.6](#).

III.4.3 Appointments for Librarians

A full-time or part-time appointment of a librarian shall be for one of the following terms:

III.4.3.1 Permanent, which is an appointment which may be terminated only through resignation, retirement or dismissal for cause.

III.4.3.2 Probationary, which is an appointment initially made for two (2) years, and which may be extended for one (1) further year. A probationary appointment entitles a librarian to be considered for a permanent appointment in accordance with the provisions of this Agreement.

III.4.3.3 Limited term, which is an appointment for a fixed term of up to but not more than three (3) years.

III.5 Appointment Procedures

III.5.0 Authorization

III.5.0.1 All new or replacement faculty positions require authorization by the President or designate. Such authorization shall follow consultation with the Provost and Vice President Academic and Dean who shall consult the department or program.

III.5.0.2 All new or replacement librarian positions require authorization by the President or designate. Such authorization shall follow consultation with the University Librarian who shall consult the Library Personnel Committee.

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 selection of the Departmental/Program Personnel Committee and Departmental/Program Tenure Committees.

III.5.1.2 There shall be a Departmental/Program Personnel Committee established in each department/program, chaired by the department/program Chair or designate. This committee shall consist of the Chair and at least two (2) members in the department/program, where possible of more than one rank and gender, elected by the Departmental/Program Committee, and it may include students up to a number smaller than the number of faculty members,

other than the Chair. Where there are not enough faculty members to satisfy the above, the Dean and the Chair shall mutually agree upon an appropriate replacement. The Committee shall consider applications and make recommendations to the Chair concerning all appointments to the department/program and it shall consider and make recommendations concerning all questions of reappointment, renewal of probationary appointments, promotion, merit awards, and requests for unpaid leaves, as defined by this Agreement.

III.5.1.3 Applications for positions shall be considered in accordance with departmental/program practices, and the Departmental/Program Personnel Committee in each Department/Program is responsible for making recommendations to the Chair concerning all appointments to the Department/Program. All qualified applicants will be entitled to due and fair consideration in accordance with the provisions of this Agreement.

III.5.1.4 For purposes of collegial governance and peer-review in the School of Education and Professional Learning and the Trent/Fleming School of Nursing, the Dean shall chair the Departmental/Program Committee ([III.5.1.1](#)) except as follows: members shall elect a Collegial Chair for the Personnel Committee and Departmental/Program Tenure Committees, and that Collegial Chair shall also chair the Departmental/Program Committee when written standards for tenure or promotion are being developed or revised.

III.5.2.1 Librarians' Committee

There shall be a Librarians' Committee chaired by the University Librarian or designate. This Committee shall consist of the librarians and academic administrators in the Library. The Committee's duties shall include the preparation of position descriptions for librarian positions in the Library, excluding that of the University Librarian, and the selection of the Library Personnel Committee and of the Library Permanency Committee. The Committee shall be consulted with respect to major policy changes related to the Library, and about other changes which may have a major impact upon operational activities.

III.5.2.2 Library Personnel Committee

There shall be a Library Personnel Committee established annually in the Library. This Committee shall consist of at least four (4) librarians, where possible of more than one rank and gender, elected by the Librarians' Committee, one of whom shall be selected as a voting Chair. No elected member may serve more than two (2) consecutive years. The Library Personnel Committee shall consider applications and make recommendations to the University Librarian concerning all appointments to the Library, and it shall consider all questions of reappointment, renewal, renewal of probationary appointments, promotion, step and merit awards, and requests for unpaid leaves, as defined by this Agreement.

III.5.3 Advertisement

III.5.3.1 Following authorization of new or replacement faculty positions by the President, the Dean shall authorize advertising in appropriate Canadian publications which may include some or all of the CAUT Bulletin, University Affairs, and electronic distribution media relevant to the particular discipline as established by the Dean in consultation with the particular department/program. These shall be placed so as to allow sufficient time for applications to receive due consideration. The advertisement shall include a description of the position and the necessary qualifications, as well as the starting date, rank, salary range, category of appointment, and a statement that Trent University is committed to Employment Equity, and shall be approved by the Dean before it is placed for publication.

III.5.3.2 When unavoidable circumstances require that a replacement appointment be authorized at such short notice that it is not possible to advertise in the manner indicated above, the Dean, with the consent of the Association, may waive this requirement. TUFA shall respond to any such request for consent within five (5) days of receipt, and such consent may not be unreasonably withheld.

III.5.3.3 Academic Component of Academic/Administrative Appointments

When an appointee who does not hold an academic appointment within the University has been selected by established search procedures for the position of President, Vice President, Dean or University Librarian, and it is proposed to offer such a candidate an academic appointment within a department or program, the proposed academic appointment need not be advertised or be subject to the normal departmental/program recruitment procedures. For all such appointments, the home department/program of the proposed appointment shall be made conditional upon the academic unit's acceptance of the candidate's qualifications, based upon prevailing criteria and standards.

III.5.3.4 Following authorization of new or replacement librarian positions by the President, the Provost and Vice President Academic shall authorize advertising in appropriate Canadian publications which may include some or all of the CAUT Bulletin and electronic distribution media relevant to librarians as established by the University Librarian in consultation with the Librarians' Committee. These shall be placed so as to allow sufficient time for applications to receive due consideration. The advertisement shall include a description of the position and the necessary qualifications, as well as the starting date, rank, salary range, the category of appointment and a statement that Trent University is committed to Employment Equity, and shall be approved by the Provost and Vice President Academic before it is placed for publication.

III.5.3.5 When unavoidable circumstances require that a replacement appointment be authorized at such short notice that it is not possible to advertise in the manner indicated above, the Provost and Vice President Academic, with the consent of the Association, may waive this requirement. TUFA shall respond to any such request for consent within five (5) days of receipt, and such consent may not be unreasonably withheld.

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](#) 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](#), 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.

III.5.4 Recruitment Procedures

Recruitment procedures shall be designed so as to ensure due and fair consideration to all qualified applicants. This shall not be construed to require personal interviews of all qualified applicants. Where a Personnel Committee does not contain at least one (1) member

of each sex, the Dean shall be notified.

III.5.5 Criteria for Appointment

III.5.5.1 The principal criterion for appointment shall be academic and professional excellence as generally understood in university practice. The credentials of applicants shall be judged primarily in relation to the qualifications identified in the advertisement for the position. Among candidates who are judged substantially equal in qualification for appointment, Canadian citizens and permanent residents shall be given preference.

III.5.5.2 The Dean shall ensure, through the Chair of each department/program, that all Personnel Committees have a copy of the University's Employment Equity policy. The University Librarian shall ensure through the Chair of the Library Personnel Committee that the Committee has a copy of the policy. In addition, steps will be taken to ensure that each Personnel Committee has available to it the prevailing policy statements and guidelines available from the Ontario Human Rights Commission to assist in ensuring compliance with relevant provisions of the Ontario Human Rights Code. The Chair of any Personnel Committee will be expected to review these materials with other Committee members before a short-list of candidates is determined.

III.5.6 New Appointments

Where an appointment involves special commitments in relation to capital start-up costs and/or special support for teaching, research or administration, these shall be detailed in the initial appointment letter. Upon request, such arrangements will be discussed at Joint Committee. Such commitments, where provided, shall be granted to the individual member directly, and the total of such commitments shall be reported annually to the Joint Committee for information. A list of all such allocations shall be provided to Joint Committee by October 1st for the preceding July 1st to June 30th period.

III.6 Probationary Reappointment of Faculty

III.6.1 Definition of a Probationary Reappointment Decision

III.6.1.1 A decision to reappoint or not to reappoint constitutes a reappointment decision.

III.6.1.2 A decision to reappoint shall be made by the Board only on the recommendation of the President, who shall first receive a recommendation from the Provost and Vice President Academic, following the Provost and Vice President Academic's receipt of a recommendation from COAP and from the relevant Departmental/Program Personnel Committee. A decision not to reappoint shall be made by the President.

III.6.1.3 Probationary reappointment shall not be granted without a positive recommendation from the President, provided that the Provost and Vice President Academic and the President each carry out the duties assigned in the probationary reappointment process under this Agreement without determinative procedural or substantive error or bias.

III.6.1.4 Probationary reappointments are for a two-year period with effect from the end of the initial probationary appointment.

III.6.2 Annual Meeting with the Dean for Members on Probationary Appointments

III. 6.2.1 The Dean's Office shall contact all members holding probationary appointments to arrange a

meeting with the Dean to be held by April 30th of each year of the member's probationary appointment to discuss his/her progress towards tenure

III.6.3 Eligibility to be considered for Probationary Reappointment

III.6.3.1 Unless covered by [III.6.3.2.2](#) or III.7.3.3, a member holding an initial probationary appointment at the rank of Lecturer or Assistant Professor shall be considered for a probationary reappointment during the third (3rd) year of the initial probationary appointment.

III.6.3.2 Eligibility to be considered for Reappointment for Members with Previous Limited Term Service

III.6.3.2.1 A member with previous combined limited term service within the bargaining unit of one (1) year or less, who is granted a probationary appointment, shall follow the eligibility conditions as set out in [III.6.3.1](#).

III.6.3.2.2 A member with previous combined limited term service within the bargaining unit of between one (1) and five (5) years, who is granted a probationary appointment, shall be considered for reappointment and tenure according to the provisions in [III.7.3.4.2](#) and [III.7.3.4.3](#).

III.6.3.3 Extension of Probationary Period

III.6.3.3.1 Notwithstanding the various provisions above which define a maximum period of probationary service, a member who has had a pregnancy leave during her probationary period under [IV.13.6.2](#) and [IV.13.6.3](#) or a member who has taken a parental or adoption leave of more than four (4) months during his/her probationary period under [IV.13.6.2](#) and [IV.13.6.4](#), shall, upon written request to the Dean, no later than three (3) months following his/her return to duties after pregnancy, parental, or adoption leave, or by August 1st of the year in which he/she was scheduled to be considered for reappointment, whichever is earlier, have his/her consideration for reappointment deferred by one (1) year.

III.6.3.3.2 Similarly, a member who, during the probationary appointment has taken a sick leave under [IV.13.6.5](#) of more than four (4) months may elect to have the consideration for reappointment deferred by up to one (1) year, upon written request by the member to the Dean within six (6) months following return to duties. Where the absence is for one (1) year or more, the deferral of the consideration for reappointment shall be up to two (2) years, upon written request by the member to the Dean no later than six (6) months following return to duties after the absence.

III.6.3.3.3 On compassionate grounds or in exceptional circumstances, a member may make a request to the Dean that his/her consideration for reappointment be deferred, normally for one (1) year.

III.6.3.3.4 Notwithstanding the above, the maximum combined extensions granted to a member during his/her probationary appointment and reappointment will normally not exceed a total of two (2) years.

III.6.4 Criteria for Probationary Reappointment

III.6.4.1 A candidate for probationary reappointment shall be considered by the Departmental/Program Personnel Committee on the basis of satisfactory progression towards tenure, as per [III.7.4](#).

III.6.5 Timing

- III.6.5.1 The Dean shall inform the candidate, in writing, by June 30th that he/she will be considered for reappointment in the coming academic year. The Dean's letter shall draw the candidate's attention to the relevant sections of this Agreement, including the November 30th deadline for the candidate to submit his/her reappointment file.
- III.6.5.2 The Chair of the Departmental/Program Personnel Committee shall inform the candidate by October 31st of the year in which he/she is being considered for reappointment that his/her reappointment hearing has been initiated, and he/she shall be afforded until November 30th to submit such evidence as required by this Agreement and other such supporting evidence as he/she sees fit. On compassionate grounds or in exceptional circumstances, a member may make a request to the Dean that his/her application deadline be extended, normally for one (1) month.
- III.6.5.3 The Chair of the Departmental/Program Personnel Committee shall forward the Committee's recommendation for or against reappointment to the Dean by the second Wednesday of the winter term. If circumstances prevent the Departmental/Program Personnel Committee from meeting this deadline, the Chair of the Departmental/Program Personnel Committee shall inform the Dean in writing, with a copy to the candidate. COAP, the Dean, the Provost and Vice President Academic, and the President will work within a timeline which will, under normal circumstances, permit the President to convey a decision regarding reappointment to the candidate by June 30th of the penultimate year of the initial probationary appointment.
- III.6.5.4 Once a decision to grant reappointment has been made by the Board, it shall take effect on the following July 1st. If a decision to grant reappointment is delayed because of reconsideration beyond June 30th of the academic year in which the reappointment consideration was initiated, reappointment shall take effect retroactively to July 1st. If the candidate has submitted materials by November 30th of the year in which he/she is being considered for reappointment and a decision to deny reappointment is nonetheless delayed beyond June 30th of the penultimate year of the initial probationary appointment, the candidate shall be granted a further one (1) year limited term appointment, notwithstanding the various provisions of this Article.

III.6.6 Composition of the Departmental/Program Personnel Committee

- III.6.6.1 Departmental/Program Personnel Committees shall be elected annually by and amongst members of the department/program committee. Consideration should be paid to representation of designated groups as defined by Employment Equity legislation. The Chair of the department/program committee serves as the voting Chair of the Departmental/Program Personnel Committee.
- III.6.6.2 When a candidate holds an appointment in more than one department/program, the Departmental/Program Personnel Committee shall also include a member from the non-home department/program, with full voting rights. This member will be appointed by the Dean, in consultation with the Chair of the Departmental/Program Personnel Committee and the candidate.

III.6.7 Reappointment Files

- III.6.7.1 Candidates are responsible for assembling their own reappointment file and for delivering it to the Departmental/Program Personnel Committee by the date specified in [III.6.5.2](#).

- III.6.7.2 The reappointment file shall consist of all materials provided by the member pursuant to [III.6.7.8](#), and all other material, reports, assessments and candidate responses compiled under this Article.
- III.6.7.3 The reappointment file shall not contain any letters not solicited by the candidate, according to the provisions of [III.6.7.8](#) (e), or by the Chair of the Departmental/Program Personnel Committee, or by the Dean or by the Provost and Vice President Academic, according to the procedures set out in this agreement, with the exception of the Departmental/Program Personnel Committee's letter of recommendation, the recommendation from COAP (see [III.6.9.5](#)), and the Provost and Vice President Academic's letter of recommendation.
- III.6.7.4 With the exception of assessments of teaching effectiveness by students, the reappointment file shall not contain any unsigned material.
- III.6.7.5 After the reappointment file has been submitted to the Departmental/Program Personnel Committee and before the reappointment file has been forwarded to the Dean, the candidate can add new material to the file only if the new material that the candidate is adding is sufficiently significant that it might affect the recommendation or decision.
- III.6.7.6 No material can be removed from the reappointment file without the agreement of the candidate, the Departmental/Program Personnel Committee, the Provost and Vice President Academic and the Association.
- III.6.7.7 After submitting his/her reappointment file to the Departmental/Program Personnel Committee, the candidate shall have access to the reappointment file only under conditions specified in [III.6.8.5](#) and [III.6.9.4](#) (ii) below.
- III.6.7.8 By November 30th, the Member shall provide the following materials to the Departmental/Program Personnel Committee:
- (a) An up-to-date curriculum vitae indicating clearly research and teaching accomplishments by date;
 - (b) Where relevant, copies of publications; copies of creative work (or citations to same); evidence of conference presentations; manuscripts under consideration and evidence of their status; evidence of grant applications; evidence of community-based research projects; a research prospectus explaining the coherence of the candidate's research project(s) and future direction(s);
 - (c) Course syllabi; assessments of teaching effectiveness by students, and where relevant, by peers; lab manuals and/or course packs, as appropriate; evidence of reading course, honours, and/or graduate supervision, as appropriate; evidence of curricular or pedagogical development; evidence of professional recognitions such as teaching awards, as appropriate; and other documentation as relevant;
 - (d) Any additional information identified in the department/program written standards for the application of the tenure criteria;
 - (e) Any additional information about his/her professional accomplishments that the candidate deems relevant.

- III.6.7.9 In addition, the candidate shall include a covering letter which serves as a guide to the candidate's reappointment file for members of the Departmental/Program Personnel Committee, COAP, the Provost and Vice President Academic, and the President.
- III.6.7.10 The Chair of the Departmental/Program Personnel Committee shall invite members of the candidate's department/program to comment on the candidate's teaching and/or research. With the candidate's permission, the Chair of the Departmental/Program Personnel Committee may contact members of the University outside the candidate's home department to comment on the candidate's teaching and/or research. The Chair of the Departmental/Program Personnel Committee shall make available the non-confidential parts of the candidate's reappointment file. Confidential materials include annual assessments of teaching effectiveness by students and any letters by students or faculty written with the expectation of confidentiality. Colleagues shall be given at least ten (10) working days to submit their comments. Such written views from colleagues will be added to the candidate's reappointment file.
- III.6.7.11 External Assessors
- III.6.7.11.1 Any external assessors sought or required as part of a candidate's reappointment consideration shall be selected according to this Article. The Chair of the Departmental/Program Personnel Committee shall provide to the Dean the names of at least four (4) qualified assessors from outside of Trent, at least two (2) of whom shall be the choice of the Departmental/Program Personnel Committee and at least two (2) of whom shall be the choice of the candidate. The Chair of the Departmental/Program Personnel Committee shall provide the Dean with a brief c.v. and contact information for each of the assessors, as well as a rationale for the selection of assessors. Two assessors, one (1) named by the Departmental/Program Personnel Committee and one (1) named by the candidate, shall be requested by the Dean to furnish assessments of the candidate's research and scholarly promise in accordance with the reappointment criteria as specified in [III.6.4](#). On receipt of the assessors' reports, the Dean shall place them in the candidate's reappointment file.
- III.6.8 Recommendation of the Departmental/Program Personnel Committee to the Provost and Vice President Academic
- III.6.8.1 The members of the Departmental/Program Personnel Committee shall review the contents of the candidate's reappointment file and shall meet to discuss the candidate's reappointment application.
- III.6.8.2 Quorum for Departmental/Program Personnel Committee meetings, at which a reappointment file is being discussed and/or voted on, shall be all members of the Departmental/Program Personnel Committee, save any members who are in a conflict of interest. Members who are in a conflict of interest will recuse themselves from any Departmental/Program Personnel Committee meetings at which the relevant reappointment file is being discussed and/or voted on.
- III.6.8.2.1 Committee decisions shall be made by formal vote. Votes shall be conducted by secret ballot. Committee members may not abstain from voting. A simple majority of votes carries. A record of the results of the vote as well as the minutes of all Departmental/Program Personnel Committee meetings shall be forwarded to the Office of the Dean when the Chair of the Departmental/Program Personnel Committee forwards the Departmental/Program Personnel Committee's recommendation to the Dean. Such records are confidential, and the Departmental/Program Personnel Committee's minutes will not form part of the reappointment file. They shall be kept for twelve (12) months after the reappointment

decision has been issued or until the end of any related grievance or arbitration.

- III.6.8.2.2 Members of the Departmental/Program Personnel Committee shall maintain confidentiality regarding the Departmental/Program Personnel Committee's deliberations and decisions, unless, as a result of a grievance process, legal or contractual proceedings require otherwise. Committee members who violate this requirement of confidentiality shall be removed from the Departmental/Program Personnel Committee by the Chair of the Departmental/Program Personnel Committee.
- III.6.8.2.3 Notwithstanding the confidential nature of the deliberations and decisions leading to recommendations of the Departmental/Program Personnel committee, any allegations of procedural irregularities may be brought to the attention of the Dean, the Provost and Vice President Academic or any TUFA officer.
- III.6.8.3 Prior to rendering its decision, the Departmental/Program Personnel Committee may, giving reasons, request the candidate to provide further evidence and/or supporting documentation, provided such information is specified in this Agreement as belonging in a reappointment file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's reappointment file.
- III.6.8.4 If the Departmental/Program Personnel Committee has serious reservations about the qualification of the candidate for reappointment, the Chair of the Departmental/ Program Personnel Committee shall so inform the candidate, and set out in writing the reasons for its reservations. The candidate shall have the right to request reconsideration by the Departmental/Program Personnel Committee before it makes its recommendation to the Provost and Vice President Academic.
- III.6.8.5 Should the candidate request reconsideration, the candidate shall submit a written response within two (2) weeks to the Chair of the Departmental/Program Personnel Committee. The evidence to be considered by the Departmental/Program Personnel Committee in its reconsideration is to be confined to the candidate's reappointment file, the candidate's written response, and whatever additional relevant information the candidate provides. In preparing a written response, the candidate shall have access to the full contents of his/her reappointment file, including any confidential letters from students, faculty, and external assessors, with identities masked.
- III.6.8.6 After considering all the submissions and discussing the case in the context of the criteria for the awarding of reappointment as set out in [III.6.4](#), and, where applicable, having considered a candidate's request for reconsideration as per [III.6.8.5](#), the Departmental/Program Personnel Committee shall, by formal vote, make one of the following recommendations to the Provost and Vice President Academic:
- i) a two (2) year probationary reappointment with consideration for tenure occurring in the fifth (5th) year of probationary service; or
 - ii) non-renewal at the end of the four (4) year probationary appointment.
- III.6.8.7 The letter transmitting the Departmental/Program Personnel Committee's recommendation will be reviewed and approved by the members of the Departmental/ Program Personnel Committee prior to the Chair of the Departmental/Program Personnel forwarding the letter to the Dean.

- III.6.8.7.1 If the Departmental/Program Personnel Committee has reservations about a candidate recommended for a probationary reappointment, these reservations shall be communicated in writing to the candidate and the Dean at the time of reappointment and shall be addressed by the Departmental/Program Tenure Committee in any subsequent tenure hearing.
- III.6.8.8 The Chair of the Departmental/Program Personnel Committee shall provide a copy to the candidate of the Departmental/Program Personnel Committee's recommendation which the Chair of the Departmental/Program Personnel Committee intends to forward to the Dean. The Committee's recommendation shall include reasons for the recommendation and a numerical record of the vote.
- III.6.8.8.1 The candidate may provide a written response within two (2) weeks to the Departmental/Program Personnel Committee's letter, to be included in the reappointment file to be forwarded by the Chair of the Departmental/Program Personnel Committee to the Dean with the recommendation of the Departmental/Program Personnel Committee.
- III.6.8.9 The Chair of the Departmental/Program Personnel Committee shall forward to the Dean, for consideration by COAP, the recommendation concerning reappointment of the Departmental/Program Personnel Committee, the candidate's response, if any, all supporting arguments and all correspondence and documentation considered by the Departmental/Program Personnel Committee, and a report on the procedures followed.
- III.6.8.10 The recommendation shall address the candidate's research and teaching, bearing in mind the provisions of [IV.5.2](#), and will be governed by the criteria for the granting of reappointment as set out in [III.6.4](#).
- III.6.8.11 The Dean will forward all materials in the reappointment file to COAP, and following COAP's recommendation, the Chair of COAP will forward all materials in the reappointment file to the Provost and Vice President Academic.
- III.6.9 Recommendation of COAP to the Provost and Vice President Academic
- III.6.9.1 COAP shall review all the submissions and recommendations pertaining to reappointment in the context of the criteria set out in [III.6.4](#) above, and shall have access to all materials tabled in the Departmental/Program Personnel Committee.
- III.6.9.2 The meetings of COAP for all deliberations regarding reappointment of faculty shall be conducted according to the procedures set out below.
- III.6.9.2.1 COAP shall be chaired by an academic administrator designated by the Provost and Vice President Academic. The Chair of COAP shall be non-voting.
- III.6.9.2.2 Quorum for COAP meetings, at which a reappointment file is being discussed and/or voted on, shall be six of eight voting members, with at least two voting members from the candidate's division.
- III.6.9.2.3 Decisions at COAP shall be made by formal vote. Votes on motions regarding Departmental/Program Personnel Committee recommendations for or against reappointment shall be conducted by secret ballot. Committee members may abstain from voting only if they have declared a conflict of interest or have been deemed to be in a conflict of interest. A simple majority of votes carries. A record of the results of each vote will be kept in the minutes. COAP minutes shall be kept for twelve (12) months after the reappointment decision has been issued or until the end of any related grievance or arbitration.

- III.6.9.2.4 Members of COAP shall maintain confidentiality regarding COAP's deliberations and decisions, unless, as a result of a grievance process, legal or contractual proceedings require otherwise. Committee members who violate this requirement of confidentiality shall be removed from COAP by the Chair of COAP.
- III.6.9.2.5 Notwithstanding the confidential nature of the deliberations and decisions leading to recommendations of COAP, any allegations of procedural irregularities may be brought to the attention of the Provost and Vice President Academic or any TUFA officer.
- III.6.9.3 Prior to rendering its decision, COAP through its Chair and giving reasons, may request that the Departmental/Program Personnel Committee and/or the candidate provide further evidence and/or supporting documentation, provided such information is specified in this Agreement as belonging in a reappointment file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's reappointment file.
- III.6.9.4 COAP by formal vote may:
- (i) endorse a recommendation concerning reappointment from the Departmental/Program Personnel Committee, in which case COAP recommends to the Provost and Vice President Academic that the recommendation from the Departmental/Program Personnel Committee be upheld; or
 - (ii) through its Chair and giving reasons, may request the Departmental/Program Personnel Committee reconsider its recommendation concerning reappointment. As part of its request for reconsideration, COAP may request that the Departmental/Program Personnel Committee and/or the candidate provide further evidence and/or supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a reappointment file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's reappointment file. In the event that such a request from COAP would result in more than two (2) external assessments in the reappointment file, approval of Joint Committee is required. When a request that the Departmental/Program Personnel Committee reconsider its recommendation is made, the candidate shall have access to the full contents of his/her reappointment file, including any confidential letters from students, faculty, and external assessors, with identities masked, and the reasons provided by COAP in its request that the Departmental/ Program Personnel Committee reconsider its recommendation; or
 - (iii) refuse to endorse a recommendation concerning reappointment from the Departmental/Program Personnel Committee, but shall not do so without good reason based on the criteria for the granting of reappointment as provided for in [III.6.4](#), or a finding of determinative procedural or substantive error or bias, in which case COAP recommends to the Provost and Vice President Academic that the recommendation from the Departmental/Program Personnel Committee not be upheld.
- III.6.9.5 The Recording Secretary of COAP shall provide to the Provost and Vice President Academic a detailed written account of COAP's reasons for its recommendation. This written account will be reviewed and approved by the members of COAP prior to its being provided to the

Provost and Vice President Academic. This report shall be included in the candidate's reappointment file.

- III.6.9.6 In the event that, after receiving the recommendation from COAP, the Provost and Vice President Academic upholds the recommendation for reappointment made by the Departmental/Program Personnel Committee, the Provost and Vice President Academic shall recommend to the President that the member be granted reappointment.
- III.6.9.7 In the event that COAP refuses to endorse a positive recommendation for reappointment from the Department/Program Personnel Committee, the Chair of COAP shall so inform the candidate and the Department/Program Personnel Committee, setting out in writing COAP's reasons. This statement of reasons shall reflect the actual grounds for COAP's recommendation, be substantive in nature, and be clearly related to the criteria for the granting of reappointment as defined in this Agreement. The candidate and the Department/Program Personnel Committee shall have the right to submit a written response within two (2) weeks to the Provost and Vice President Academic. The Provost and Vice President Academic shall consider any such written response before he/she makes a recommendation to the President.
- III.6.9.8 In the event that the Departmental/Program Personnel Committee recommends against reappointment, and in the event that the Chair of COAP, after having received a recommendation from COAP, intends to recommend against reappointment, the Chair of COAP shall so inform the candidate. The Chair of COAP shall request the Chair of the Department/Program Personnel Committee to state in writing the reasons for the Department/Program Personnel Committee's decision, and the Chair of COAP shall convey these to the candidate. This statement of reasons shall reflect the actual grounds for the decision, be substantive in nature, and be clearly related to the criteria for the granting of reappointment as defined in this Agreement. The candidate shall have the right to submit a written response within two (2) weeks to the Provost and Vice President Academic. The Provost and Vice President Academic shall consider the candidate's written response before he/she makes a recommendation to the President.
- III.6.10 Reappointment Decision
- III.6.10.1 Following receipt of the recommendation from the Departmental/Program Personnel Committee and COAP, and any subsequent responses from the candidate and/or the Departmental/Program Personnel Committee, the Provost and Vice President Academic shall make a recommendation on reappointment.
- III.6.10.1.2 The Provost and Vice President Academic, giving reasons, may ask that the Departmental/Program Personnel Committee and/or the candidate provide further evidence and/or supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a reappointment file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's reappointment file. In the event that such a request from the Provost and Vice President Academic would result in more than two (2) external assessments in the reappointment file, approval of Joint Committee is required.
- III.6.10.2 The Provost and Vice President Academic shall provide a copy to the candidate of the letter of recommendation which he/she intends to forward to the President. This letter shall set out the Provost and Vice President Academic's reasons for his/her recommendation.

- III.6.10.3 The candidate may provide a written response within two (2) weeks to the Provost and Vice President Academic's letter, to be included in the materials to be forwarded by the Provost and Vice President Academic to the President.
- III.6.10.4 The Provost and Vice President Academic will forward all materials in the reappointment file to the President.
- III.6.10.5.1 Following receipt of the recommendation from the Provost and Vice President Academic and of the candidate's reappointment file, including all prior recommendations and responses, if any, the President shall make a recommendation to the Board to grant reappointment or make a decision to deny reappointment.
- III.6.10.6 If the President decides to deny reappointment, the candidate shall be so informed and shall receive in writing a statement of reasons from the President. This statement of reasons shall reflect the actual grounds for the President's decision, be substantive in nature, and be clearly related to the criteria for the award of reappointment as defined in this Agreement.
- III.6.10.7 A decision to grant reappointment to a member shall be made subsequent to the Provost and Vice President Academic making a recommendation concerning reappointment to the President and the President making a positive recommendation to grant reappointment to the Board. A decision to grant reappointment will be made by the Board and communicated to the candidate, the Chair of the Departmental/Program Personnel Committee, the Chair of COAP, the Dean and the Provost and Vice President Academic by the President.
- III.6.10.8 Reappointment decisions take effect the July 1st following the November 30th deadline for the submission of the reappointment file.

III.7 Tenure

III.7.1 Definition of a Tenure Decision

- III.7.1.1 A decision to award tenure or deny tenure constitutes a tenure decision.
- III.7.1.2 A decision to award tenure shall be made by the Board only on the recommendation of the President, who shall first receive a recommendation from the Provost and Vice President Academic, following the Provost and Vice President Academic's receipt of a recommendation from COAP and from the relevant Departmental/ Program Tenure Committee. A decision to deny tenure shall be made by the President.
- III.7.1.3 Tenure shall not be granted without a positive recommendation from the Departmental/Program Tenure Committee, the Provost and Vice President Academic, and the President, provided that each carries out the duties assigned in the tenure process under this Agreement without determinative procedural or substantive error or bias.

III.7.2 Annual Meeting with the Dean for Members on Probationary Appointments

- III.7.2.1 The Dean's Office shall contact all members holding probationary appointments to arrange a meeting with the Dean to be held by April 30th of each year of the member's probationary appointment to discuss his/her progress towards tenure.

III.7.3 Eligibility to be Considered for Tenure

- III.7.3.1 Probationary appointments made at the Assistant Professor or Lecturer rank shall involve an

initial probationary term of four (4) years and a probationary reappointment for a further two (2) year term subject to a recommendation for reappointment carried out under the provisions of this Article. Consideration for tenure occurs in the fifth (5th) year of probationary service.

III.7.3.2 Probationary appointments made at the Associate Professor and Professor ranks shall involve a maximum probationary term of four (4) years.

Tenure decisions shall be made in the third (3rd) year of the appointment following the regular tenure process described in this Article.

III.7.3.3 In exceptional cases, a member who is granted a probationary appointment, may at the member's request, have the length of that appointment shortened by the appropriate Dean to account for prior experience. The association shall be copied on the letter of offer.

III.7.3.4.1 A member with previous combined limited term service within the bargaining unit of one (1) year or less, who is granted a probationary appointment, shall follow the eligibility conditions as set out in [III.7.3.1](#).

III.7.3.4.2 A member with previous combined limited term service within the bargaining unit of more than twelve (12) months, who is granted a probationary appointment may elect to count twelve (12), twenty four (24) or thirty six (36) months of that service as probationary service. The member shall advise the Dean of this election at the time of their appointment.

III.7.3.4.3 If a member elects not to count previous limited term service within the bargaining unit as probationary service, then the conditions for eligibility for tenure in [III.7.3.1](#) apply.

III.7.3.5 In exceptional cases, when an appointment is made of a person with a record of outstanding scholarship, tenure may be awarded immediately upon appointment, but only after the relevant Departmental/ Program Personnel Committee and COAP have been consulted.

III.7.3.6 The full details of the appointment including all relevant dates for eligibility to be considered for reappointment and tenure, and associated expectations, such as required academic credentials, shall be provided in the member's letter of appointment.

III.7.3.7 Extension of Probationary Period

III.7.3.7.1 Notwithstanding the various provisions above which define a maximum period of probationary service, a member who has had a pregnancy leave during her probationary period under [IV.13.6.2](#) and [IV.13.6.3](#) or a member who has taken a parental or adoption leave of more than four (4) months during his/her probationary period under [IV.13.6.2](#) and [IV.13.6.4](#) shall, upon written request to the Dean, with a copy to the Provost and Vice President Academic, no later than three (3) months following his/her return to duties after pregnancy, parental, or adoption leave, or by July 1st of the year in which he/she was scheduled to be considered for tenure, whichever is earlier, have his/her probationary period increased by one (1) year.

III.7.3.7.2 Similarly, a member who, during the probationary appointment has taken a sick leave under [IV.13.6.5](#) of more than four (4) months may elect to have the probationary appointment extended by up to one (1) year, upon written request by the member to the Dean, with a copy to the Provost and Vice President Academic, within six (6) months following return to duties. Where the absence is for one (1) year or more, the probationary period for the member shall be extended by up to two (2) years, upon written request by the member to the Dean, with a copy to the Provost and Vice President Academic, no later than six (6) months following

return to duties after the absence.

III.7.3.7.3 On compassionate grounds or in exceptional circumstances, a member may make a request to the Dean, with a copy to the Provost and Vice President Academic, that his/her probationary period be extended, normally for one (1) year.

III.7.3.7.4 Notwithstanding the above, the maximum combined extensions granted to a member during his/her probationary appointment and reappointment will normally not exceed a total of two (2) years.

III.7.4 Criteria for Tenure

III.7.4.1 In assessing a candidate for tenure, the Departmental/Program Tenure Committee, COAP, the Provost and Vice President Academic, the President, and the Board shall pay principal regard to the candidate's scholarship and scholarly promise. In order to qualify for tenure, the candidate must be judged to have demonstrated high quality in both teaching and research, including fulfilling the applicable duties and responsibilities referenced in [IV.1.1](#). i) and ii).

III.7.4.2 Individual departments/programs will formally adopt written standards specific to the academic unit for the application of these criteria in the tenure process. These standards shall be binding upon the Departmental/Program Tenure Committees following approval by the Provost and Vice President Academic, in consultation with the department/program and Dean. The written standards will be made available to Faculty Board and Joint Committee for information and discussion.

III.7.4.3 Departments/programs shall review their written standards at least every seven years. When a department/program revises its written standards for the application of the tenure criteria, the Chair of the department/program Committee shall submit the proposed revisions to the Dean, who shall forward them to the Provost and Vice President Academic. These revised standards shall be binding upon the Departmental/Program Tenure Committees following approval by the Provost and Vice President Academic, in consultation with the department/program and Dean. Approved revised written standards will be made available to Faculty Board and Joint Committee for information and discussion.

III.7.4.4 Where the standards have been revised during a candidate's probationary period, specific notice of the change(s) will be given by the Dean to the candidate, copied to his/her Chair. The Dean's notice shall draw the candidate's attention to the relevant sections of this agreement, including the deadlines specified in [III.7.5](#).

III.7.4.5 When a department/program adopts or revises its written standards for the application of the tenure criteria (in accordance with [III.7.4.2](#) and [III.7.4.3](#)) during a candidate's probationary appointment, the candidate for tenure in that department/program shall be asked to state in writing, to the Dean within three (3) months of notice from the Dean that the departmental /program written standards have been revised, whether the candidate wishes to be considered under the approved written standards under which he/she was hired or the revised written standards, failing which the approved standards which were in place at the time of his/her initial probationary appointment will apply.

III.7.5 Timing

III.7.5.1 The Dean shall inform the candidate, in writing, by April 1st that he/she will be considered for tenure in the coming academic year. The Dean's letter shall draw the candidate's attention to the relevant sections of this Agreement, including the September 30th deadline for the

candidate to submit his/her tenure file.

- III.7.5.2 The Chair of the Departmental/Program Tenure Committee shall inform the candidate by August 15th of the year in which he/she is being considered for tenure that his/her tenure hearing has been initiated, and he/she shall be afforded until September 30th to submit such evidence as required by this agreement and other such supporting evidence as he/she sees fit. On compassionate grounds or in exceptional circumstances, a member may make a request to the Dean that his/her application deadline be extended, normally for one (1) month.
- III.7.5.3 The Chair of the Departmental/Program Tenure Committee shall forward the Committee's recommendation for or against tenure to the Dean by November 30th. If circumstances prevent the Departmental/Program Tenure Committee from meeting this deadline, the Chair of the Departmental/Program Tenure Committee shall inform the Dean in writing, with a copy to the candidate. COAP, the Dean, the Provost and Vice President Academic, and the President will work within a timeline which will, under normal circumstances, permit the President to convey a decision regarding tenure to the candidate by June 30th of the penultimate year of the probationary appointment or reappointment.
- III.7.5.4 Once a decision to grant tenure has been made by the Board, it shall take effect on the following July 1st. If a decision to grant tenure is delayed because of reconsideration beyond June 30th of the academic year in which tenure consideration was initiated, tenure shall take effect retroactively to July 1st. If the candidate has submitted materials by September 30th of the year in which he/she is being considered for tenure and a decision to deny tenure is nonetheless delayed beyond June 30th of the penultimate year of the probationary service, the candidate shall be granted a further one (1) year limited term appointment, notwithstanding the various provisions of this Article.

III.7.6 Composition of the Departmental/Program Tenure Committee

- III.7.6.1 When a tenure decision is to be made, a Departmental/Program Tenure Committee shall be established, composed of five (5) persons.
- III.7.6.2 The Committee shall consist of the Chair of the department/program concerned, as Chair of the Departmental/Program Tenure Committee, three (3) tenured faculty members elected by and from the department/program Committee, and a faculty member from a cognate discipline appointed by the Dean in consultation with the Chair of the Departmental/Program Tenure Committee. Where there is no representation from a designated group as defined by Employment Equity legislation amongst the faculty members elected by the Departmental/Program Committee, the Dean's appointee from a cognate discipline shall normally be a member of a designated group as defined by Employment Equity legislation. All members of the Committee are voting members.
- III.7.6.3 When a candidate holds an appointment in a department/program with fewer than four (4) available tenured faculty members, the Dean, in consultation with the Chair of the Departmental/Program Tenure Committee and the candidate, shall appoint the necessary number of tenured faculty members from cognate disciplines to make up a Departmental/Program Tenure Committee of five (5) tenured faculty members, inclusive of the Chair of the Departmental/Program Tenure Committee. Here, as in [III.7.6.2](#), the Committee members from cognate disciplines are regular members of the Department/Program Tenure Committee, with no special responsibilities, and no special authority from or obligations to the Dean.
- III.7.6.4 When a candidate holds an appointment in more than one department/program, the

Departmental/Program Tenure Committee shall include a member from the non-home department/program, with full voting rights. This member shall serve in lieu of one of the three (3) tenured faculty members elected by and from the department/program Committee under [III.7.6.2](#), and this member shall be elected from the non-home department/program in the same manner as members elected from the home department/program.

III.7.7 Tenure Files

- III.7.7.1 Candidates are responsible for assembling their own tenure file and for submitting it electronically to the Departmental/Program Tenure Committee by the date specified in [III.7.5.2](#).
- III.7.7.2 The tenure file shall consist of all materials provided by the member pursuant to [III.7.7.8](#), and all other material, reports, assessments and candidate responses compiled under this Article.
- III.7.7.3 The tenure file shall not contain any letters not solicited by the candidate, according to the provisions of [III.7.7.8](#) (e), or by the Chair of the Departmental/Program Tenure Committee or by the Dean, or by the Provost and Vice President Academic according to the procedures set out in this agreement, with the exception of the Departmental/Program Tenure Committee's letter of recommendation, the report from COAP (see [III.7.9.5](#)), and the Provost and Vice President Academic's letter of recommendation.
- III.7.7.4 With the exception of assessments of teaching effectiveness by students, the tenure file shall not contain any unsigned material.
- III.7.7.5 After the tenure file has been submitted to the Departmental/Program Tenure Committee and before the tenure file has been forwarded to the Dean, the candidate can add new material to the file only if the new material that the candidate is adding is sufficiently significant that it might affect the recommendation or decision.
- III.7.7.6 No material can be removed from the tenure file without the agreement of the candidate, the Departmental/Program Tenure Committee, the Provost and Vice President Academic and the Association.
- III.7.7.7 After submitting his/her tenure file to the Departmental/Program Tenure Committee, the candidate shall have access to the tenure file only under conditions specified in [III.7.8.5](#) and [III.7.9.4](#) (ii) below.
- III.7.7.8 By September 30th, the Member shall provide a copy the following materials to the Departmental/Program Tenure Committee (where possible, copies of tenure materials shall be provided in an electronic format):
- (a) an up-to-date curriculum vitae indicating clearly research and teaching accomplishments by date;
 - (b) where relevant, copies of publications; copies of creative work (or citations to same); evidence of conference presentations; manuscripts under consideration and evidence of their status; evidence of grant applications; evidence of community-based research projects; a research prospectus explaining the coherence of the candidate's research project(s) and future direction(s);
 - (c) a teaching dossier which shall consist of course syllabi; assessments of

teaching effectiveness by students, and where relevant, by peers; lab manuals and/or course packs, as appropriate; evidence of reading course, honours, and/or graduate supervision, as appropriate; evidence of curricular or pedagogical development; evidence of professional recognitions such as teaching awards, as appropriate; and other documentation as relevant;

- (d) any additional information identified in the department/program written standards for the application of the tenure criteria;
- (e) any additional information about his/her professional accomplishments that the candidate deems relevant.

- III.7.7.9 In addition, the candidate shall include a covering letter which serves as a guide to the candidate's tenure file for members of the Departmental/Program Tenure Committee, COAP, the Provost and Vice President Academic, and the President.
- III.7.7.10 The Departmental/Program Tenure Committee shall follow a fair and reasonable plan to secure the views of students and faculty, and the Chair of the Departmental/Program Tenure Committee shall include a report on this plan when he/she submits the recommendation of the Departmental/Program Tenure Committee to the Dean. The Departmental/Program Tenure Committee may choose to secure the views of qualified assessors from outside the University. If the Departmental/Program Tenure Committee chooses not to do so, the candidate may nevertheless require that the views of qualified assessors be sought. If the views of external assessors are sought, the procedures in [III.7.7.11](#) shall be followed.
- III.7.7.10.1 The Chair of the Departmental/Program Tenure Committee shall contact between forty and sixty students (including graduate students, as appropriate) whom the candidate has taught while at Trent, requesting comments on the candidate's teaching. (In cases where the candidate has taught fewer than fifty students, the Chair of the Departmental/Program Tenure Committee shall contact as many students as possible.) Approximately half of the students should be named by the candidate, and approximately half by the Departmental/Program Tenure Committee. The students shall not be registered in any course taught by the candidate during the current academic year. Students shall be given at least ten (10) working days to provide a response. Such written and signed views from students will be added to the candidate's tenure file.
- III.7.7.10.2 The Chair of the Departmental/Program Tenure Committee shall invite members of the candidate's department/program to comment on the candidate's teaching and/or research. With the candidate's permission, the Chair of the Departmental/Program Tenure Committee may contact members of the University outside the candidate's home department to comment on the candidate's teaching and/or research. The Chair of the Departmental/Program Tenure Committee shall make available the non-confidential parts of the candidate's tenure file. Colleagues shall be given at least ten (10) working days to submit their comments. Such written views from colleagues will be added to the candidate's tenure file.
- III.7.7.11 External Assessors
- III.7.7.11.1 Any external assessors sought or required as part of a candidate's tenure consideration shall be selected according to this Article. On or before September 1st, the Chair of the Departmental/Program Tenure Committee shall provide to the Dean the names of at least four (4) qualified assessors from outside of Trent, at least two (2) of whom shall be the choice of the Departmental/Program Tenure Committee and at least two (2) of whom shall be

the choice of the candidate. The Chair of the Departmental/Program Tenure Committee shall provide the Dean with a brief c.v. and contact information for each of the assessors, as well as a rationale for the selection of assessors. Two assessors, one (1) named by the Departmental/Program Tenure Committee and one (1) named by the candidate, shall be requested by the Dean to furnish assessments of the candidate's research and scholarly promise in accordance with the tenure criteria as specified in [III.7.4](#) and the relevant departmental/program approved written standards for the application of the criteria. On receipt of the assessors' reports, the Dean shall place them in the candidate's tenure file.

- III.7.8 Recommendation of the Departmental/ Program Tenure Committee to the Provost and Vice President Academic
- III.7.8.1 The members of the Departmental/Program Tenure Committee shall review the contents of the candidate's tenure file and shall meet to discuss the candidate's tenure application.
- III.7.8.2 Quorum for Departmental/Program Tenure Committee meetings shall be all members of the Departmental/Program Tenure Committee, save any members who are in a conflict of interest. Members who are in a conflict of interest shall recuse themselves from any Departmental/ Program Personnel Committee meetings at which the relevant tenure file is being discussed and/or voted on. Notwithstanding the above, in exceptional circumstances members may participate via the use of technology.
- III.7.8.2.1 Committee decisions shall be made by formal vote. Votes shall be conducted by secret ballot. Committee members may not abstain from voting. A simple majority of votes carries. A record of the results of the vote as well as the minutes of all Departmental/ Program Tenure Committee meetings shall be forwarded to the Office of the Dean when the Chair of the Departmental/Program Tenure Committee forwards the Departmental/Program Tenure Committee's recommendation to the Dean. Such records are confidential, and the Departmental/Program Tenure Committee's minutes will not form part of the tenure file. They shall be kept for twelve (12) months after the tenure decision has been issued or until the end of any related grievance or arbitration.
- III.7.8.2.2 Members of the Departmental/Program Tenure Committee shall maintain confidentiality regarding the Departmental/Program Tenure Committee's deliberations and decisions, unless, as a result of a grievance process, legal or contractual proceedings require otherwise. Committee members who violate this requirement of confidentiality shall be removed from the Departmental/Program Tenure Committee by the Chair of the Departmental/Program Tenure Committee.
- III.7.8.2.3 Notwithstanding the confidential nature of the deliberations and decisions leading to recommendations of the Departmental/Program Tenure committee, any allegations of procedural irregularities may be brought to the attention of the Dean, the Provost and Vice President Academic or any TUFA officer.
- III.7.8.3 Prior to rendering its decision, the Departmental/Program Tenure Committee may, giving reasons, request the candidate to provide further evidence and/or supporting documentation, provided such information is specified in this Agreement as belonging in a tenure file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's tenure file.
- III.7.8.4 If the Departmental/Program Tenure Committee has serious reservations about the qualification of the candidate for tenure, the Chair of the Departmental/Program Tenure Committee shall so inform the candidate, and set out in writing the reasons for its

reservations. The candidate shall have the right to request reconsideration by the Departmental/Program Tenure Committee before it makes its recommendation to the Provost and Vice President Academic.

- III.7.8.5 Should the candidate request reconsideration, the candidate shall submit a written response within two (2) weeks to the Chair of the Departmental/Program Tenure Committee. The evidence to be considered by the Departmental/Program Tenure Committee in its reconsideration is to be confined to the candidate's tenure file, the candidate's written response, and whatever additional relevant information the candidate provides. In preparing a written response, the candidate shall have access to the full contents of his/her tenure file, including the confidential letters from students, faculty, and external assessors, as appropriate, with identities masked.
- III.7.8.6 After considering all the submissions and discussing the case in the context of the criteria for the awarding of tenure as set out in [III.7.4](#) and the relevant departmental/program approved written standards for the application of the criteria, and, where applicable, having considered a candidate's request for reconsideration as per [III.7.8.5](#), the Departmental/Program Tenure Committee shall, by formal vote, make one of the following recommendations to the Provost and Vice President Academic:
- i) grant tenure
 - ii) not grant tenure
- III.7.8.7 The letter transmitting the Departmental/Program Tenure Committee's recommendation will be reviewed and approved by the members of the Departmental/ Program Tenure Committee prior to the Chair of the Departmental/Program Tenure forwarding the letter to the Dean.
- III.7.8.8 The Chair of the Departmental/Program Tenure Committee shall provide a copy to the candidate of the Departmental/Program Tenure Committee's recommendation which the Chair of the Departmental/Program Tenure Committee intends to make to the Provost and Vice President Academic. The Committee's recommendation shall include reasons for the recommendation and a numerical record of the vote.
- III.7.8.8.1 The candidate may provide a written response to the Departmental/Program Tenure Committee's letter, to be included in the tenure file to be forwarded by the Chair of the Departmental/Program Tenure Committee to the Dean with the recommendation of the Departmental/Program Tenure Committee. If the candidate wishes to provide such a response, they shall notify the chair of the Departmental/ Program Tenure Committee within four (4) days of receipt of the recommendation, and shall provide their response within two (2) weeks of receipt of the recommendation. If the candidate elects not to provide this notification within four (4) days, the file will be forwarded to the Dean without a written response from the candidate.
- III.7.8.9 The Departmental/Program Tenure Committee may also recommend to the Provost and Vice President Academic that the candidate be promoted to Associate Professor, conditional upon the receipt of tenure, provided the candidate is eligible for consideration for promotion to Associate Professor and is entirely satisfactory in the performance of the duties and responsibilities as set out in [IV.1.1](#), bearing in mind the exemptions under [IV.5.2](#).
- III.7.8.10 The Chair of the Departmental/Program Tenure Committee shall forward to the Dean, for consideration by COAP, the recommendation concerning tenure of the Departmental/Program Tenure Committee, the candidate's response, if any, all supporting

arguments and all correspondence and documentation considered by the Departmental/Program Tenure Committee, and a report on the procedures followed.

- III.7.8.10.1 The recommendation shall address the candidate's research and teaching, and will be governed by the criteria for the granting of tenure as set out in [III.7.4](#), and the relevant departmental/program approved written standards for the application of the criteria.
- III.7.8.10.2 Where relevant, the Chair of the Departmental/Program Tenure Committee shall forward to the Dean, for consideration by COAP, a recommendation of the Departmental/Program Tenure Committee concerning promotion to Associate Professor, and all supporting arguments and all correspondence and documentation considered by the Departmental/Program Tenure Committee.
- III.7.8.11 The Dean will forward all materials in the tenure file to COAP, and following COAP's recommendation, the Chair of COAP will forward all materials in the tenure file to the Provost and Vice President Academic.
- III.7.9 Recommendation of COAP to the Provost and Vice President Academic
- III.7.9.1 All members of COAP shall review all the submissions and recommendations pertaining to tenure in the context of the criteria set out in [III.7.4](#) above and the relevant departmental/program approved written standards for the application of the criteria, and shall have access to all materials tabled in the Departmental/Program Tenure Committee.
- III.7.9.2 The meetings of COAP for all deliberations regarding tenure for faculty shall be conducted according to the procedures set out below.
- III.7.9.2.1 COAP shall be chaired by an academic administrator designated by the Provost and Vice President Academic. The Chair of COAP shall be non-voting.
- III.7.9.2.2 Quorum for COAP meetings, at which a tenure file is being discussed and/or voted on, shall be six of eight voting members, with at least one voting member from the candidate's division or, in the case of candidates from a professional school, one voting member from a professional school.
- III.7.9.2.3 Decisions at COAP shall be made by formal vote. Votes on motions regarding Departmental/Program Tenure Committee recommendations for or against tenure shall be conducted by secret ballot. Committee members may abstain from voting only if they have declared a conflict of interest or have been deemed to be in a conflict of interest. A simple majority of votes carries. A record of the results of each vote will be kept in the minutes. COAP minutes shall be kept for twelve (12) months after the tenure decision has been issued or until the end of any related grievance or arbitration.
- III.7.9.2.4 Members of COAP shall maintain confidentiality regarding COAP's deliberations and decisions, unless, as a result of a grievance process, legal or contractual proceedings require otherwise. Committee members who violate this requirement of confidentiality shall be removed from COAP by the Chair of COAP.
- III.7.9.2.5 Notwithstanding the confidential nature of the deliberations and decisions leading to recommendations of COAP, and any allegations of procedural irregularities may be brought to the attention of the Provost and Vice President Academic or any TUFA officer.
- III.7.9.3 Prior to rendering its decision, COAP may, giving reasons, request the Dean to ask that the

Departmental/Program Tenure Committee and/or the candidate provide further evidence and/or supporting documentation, provided such information is specified in this Agreement as belonging in a tenure file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's tenure file.

III.7.9.4

COAP by formal vote may:

- (i) endorse a recommendation concerning tenure from the Departmental/Program Tenure Committee, in which case COAP recommends to the Provost and Vice President Academic that the recommendation from the Departmental/Program Tenure Committee be upheld; or
- (ii) through its Chair and giving reasons, request that the Departmental/Program Tenure Committee reconsider its recommendation concerning tenure. As part of its request for reconsideration, COAP may request that the Departmental/Program Tenure Committee and/or the candidate provide further evidence and/or supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a tenure file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's tenure file. In the event that such a request from COAP would result in more than two (2) external assessments in the tenure file, approval of Joint Committee is required. When a request that the Departmental/Program Tenure Committee reconsider its recommendation is made, the candidate shall have access to the full contents of his/her tenure file, including any confidential letters from students, faculty, and external assessors, with identities masked, and the reasons provided by COAP in its request that the Departmental/Program Tenure Committee reconsider its recommendation; or
- (iii) refuse to endorse a recommendation concerning tenure from the Departmental/Program Tenure Committee, but shall not do so without good reason based on the criteria for the granting of tenure as provided for in [III.7.4](#) and the relevant departmental/program approved written standards for the application of the criteria, or a finding of determinative procedural or substantive error or bias, in which case COAP recommends to the Provost and Vice President Academic that the recommendation from the Departmental/Program Tenure Committee not be upheld.

III.7.9.5

The Recording Secretary of COAP shall provide to the Provost and Vice President Academic a detailed written account of COAP's reasons for its recommendation. This written account will be reviewed and approved by the members of COAP prior to its being provided to the Provost and Vice President Academic. This report shall be included in the candidate's tenure file.

III.7.9.6

In the event that, after receiving the recommendation from COAP, the Provost and Vice President Academic upholds the recommendation for tenure made by the Departmental/Program Tenure Committee, the Provost and Vice President Academic shall recommend to the President that the member be granted tenure.

III.7.9.7

In the event that COAP refuses to endorse a positive recommendation for tenure from the Department/Program Tenure Committee, the Chair of COAP shall so inform the candidate and the Department/Program Tenure Committee, setting out in writing COAP's reasons. This

statement of reasons shall reflect the actual grounds for COAP's recommendation, be substantive in nature, and be clearly related to the criteria for the granting of tenure as defined in this Agreement. The candidate and the Department/Program Tenure Committee shall have the right to submit a written response within two (2) weeks to the Provost and Vice President Academic. The Provost and Vice President Academic shall consider any such written response before he/she makes a recommendation to the President.

- III.7.9.7.1 In the event that the Departmental/Program Tenure Committee recommends against tenure, the Chair of COAP, after having received a recommendation from COAP, shall so inform the candidate. The Chair of COAP shall request the Chair of the Department/Program Tenure Committee to state in writing the reasons for the Department/Program Tenure Committee's recommendation, and the Chair of COAP shall convey these to the candidate. This statement of reasons shall reflect the actual grounds for the recommendation, be substantive in nature, and be clearly related to the criteria for the granting of tenure as defined in this Agreement. The candidate shall have the right to submit a written response to the Provost and Vice President Academic. If the candidate wishes to provide such a response, they shall notify the Provost and Vice President within four (4) days of receipt of the recommendation and shall provide their response within two (2) weeks of receipt of the recommendation. The Provost and Vice President Academic shall consider the candidate's written response before he/she makes a recommendation to the President. If the candidate elects not to provide notification within four (4) days, the file will be forwarded to the Provost without a written response from the candidate.

III.7.10 Tenure Decision

- III.7.10.1 Following receipt of the recommendation from the Departmental/Program Tenure Committee and COAP, and any subsequent responses from the candidate and/or the Departmental/Program Tenure Committee, the Provost and Vice President Academic shall make a recommendation on tenure.

- III.7.10.1.1 The Provost and Vice President Academic, giving reasons, may request that the Departmental/Program Tenure Committee and/or the candidate provide further evidence and/or supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a tenure file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's tenure file. In the event that such a request from the Provost and Vice President Academic would result in more than two (2) external assessments in the tenure file, approval of Joint Committee is required.

- III.7.10.2 The Provost and Vice President Academic shall provide a copy to the candidate of the recommendation which he/she intends to make to the President. This letter shall set out the Provost and Vice President Academic reasons for his/her recommendation.

- III.7.10.3 The candidate may provide a written response to the Provost and Vice President Academic letter, to be included in the materials to be forwarded by the Provost and Vice President Academic to the President. If the candidate wishes to provide such a response, they shall notify the President within four (4) days of receipt of the recommendation and shall provide their response within two (2) weeks of receipt of the recommendation. If the candidate elects not to provide notification within four (4) days, the file will be forwarded to the President without a written response from the candidate.

- III.7.10.4 The Provost and Vice President Academic will forward all materials in the tenure file to the

President.

- III.7.10.5 The President, giving reasons, may ask that the Departmental/Program Tenure Committee and/or the candidate provide further evidence and/or supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a tenure file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's tenure file. In the event that such a request from the President would result in more than two (2) external assessments in the tenure file, approval of Joint Committee is required.
- III.7.10.5.1 Following receipt of the recommendation from the Provost and Vice President Academic and of the candidate's tenure file, including all prior recommendations and responses, if any, the President shall make a recommendation to the Board to grant tenure or make a decision to deny tenure.
- III.7.10.6 If the President decides to deny tenure, the candidate shall be so informed and shall receive in writing a statement of reasons from the President. This statement of reasons shall reflect the actual grounds for the President's decision, be substantive in nature, and be clearly related to the criteria for the award of tenure as defined in this Agreement.
- III.7.10.7 A decision to grant tenure to a member shall be made subsequent to the Departmental/Program Tenure Committee making a positive recommendation to the Provost and Vice President Academic, and the Provost and Vice President Academic making a positive recommendation to grant tenure to the President and the President making a positive recommendation to grant tenure to the Board. A decision to grant tenure will be made by the Board and communicated to the candidate, the Chair of the Departmental/Program Tenure Committee, the Dean, the Chair of COAP and the Provost and Vice President Academic by the President.
- III.7.10.8 The decision to promote to Associate Professor simultaneous with the granting of tenure shall be made subsequent to the Provost and Vice President Academic making a positive recommendation to promote to Associate Professor to the President and the President making a positive recommendation to promote to Associate Professor to the Board. A decision to promote to Associate Professor will be made by the Board and communicated to the candidate, the Chair of the Departmental/Program Tenure Committee, the Dean, and the Provost and Vice President Academic by the President.
- III.7.10.9 Tenure decisions and/or decisions to promote to Associate Professor take effect the July 1st following the September 30th deadline for the submission of the tenure file.
- III.7.11 Retention of Tenure File
- Following the Employer's notification described in [III.7.10](#), any materials submitted electronically in the Tenure File shall be retained by the Employer for a period of seven years and then destroyed, with the exception of materials produced under [III.18.3](#) or described in [IV.17.5.1](#).
- III.8 Promotion of Faculty
- III.8.1 Definition of a Promotion Decision
- III.8.1.1 A decision to promote or not promote constitutes a promotion decision.

- III.8.1.2 A decision to promote shall be made by the Board only on the recommendation of the President, who shall first receive a recommendation from the Provost and Vice President Academic, following the Provost and Vice President Academic's receipt of a recommendation from COAP and from the relevant Departmental/Program Personnel Committee. A decision to deny promotion shall be made by the Provost and Vice President Academic or the President.
- III.8.1.3 Promotion shall not be granted without a positive recommendation from the Provost and Vice President Academic and the President, provided that each carries out the duties assigned in the promotion process under this Agreement without determinative procedural or substantive error or bias.
- III.8.2 Eligibility to be Considered for Promotion
- III.8.2.1 Lecturers shall be promoted to Assistant Professor upon the granting of tenure.
- III.8.2.2 Tenured Assistant and Associate Professors are eligible to be considered for promotion during the academic year in which they are on the step of their current rank scale immediately below the lowest step in the next highest rank scale. The Dean shall inform candidates of their eligibility to be considered for promotion by July 1st of the first year in which they are eligible for consideration. Requests to be considered for promotion, which must be in writing to the Chair of the department/program Committee, copied to the Dean, may be made no later than October 15th of any year in which the candidate wishes to be considered for promotion.
- III.8.2.3 When members are recommended by the Dean to the President for a merit award which would have the effect, when awarded, of placing them at a point at which they would be eligible to be considered for promotion, they may immediately request to be considered for promotion in writing to the Chair of the department/program Committee, copied to the Dean. If not promoted at this point, members shall be considered for promotion in any subsequent year that they so request as per the provisions of [III.8.2.2](#).
- III.8.2.4 When a candidate is eligible for consideration for both tenure and promotion to Associate Professor in the same academic year, the granting of tenure entails promotion in the same year, unless there is an overriding failure to satisfy the [IV.1.1](#) (iii) obligations under [III.8.3.1.1](#). Recommendations for promotion to Associate Professor that are coincident with recommendations for tenure may be made by the Departmental/Program Tenure Committee to the Provost and Vice President Academic. See [III.7.8.9](#).
- III.8.3 Criteria for Promotion
- III.8.3.1 Criteria for Promotion to Associate Professor
- III.8.3.1.1 A candidate who is being recommended for tenure and who is simultaneously eligible to be considered for promotion to Associate Professor shall be recommended for promotion to Associate Professor by the Departmental/Program Tenure Committee, provided that the candidate is entirely satisfactory in the performance of the duties and responsibilities as set out in [IV.1.1](#).
- III.8.3.1.2 When a member who was not promoted to Associate Professor at the time he/she was awarded tenure requests at a later date to be considered for promotion to Associate Professor (see [III.8.2.2](#)), the Departmental/ Program Personnel Committee shall make a

recommendation to the Provost and Vice President Academic, based on whether the member has continued to fulfill the criteria for the granting of tenure, and is entirely satisfactory in the performance of the duties and responsibilities as set out in [IV.1.1](#).

III.8.3.2 Criteria for Promotion to Full Professor

- III.8.3.2.1 The criteria for promotion to Full Professor shall be based on teaching and research and service; the candidate must be very highly regarded in one of teaching or research, and satisfactory in the other two categories.
- III.8.3.2.2 Outstanding contributions in service shall be considered when determining satisfactory performance in the non-highly regarded area of either teaching or research.
- III.8.3.2.3 Individual departments/programs will formally adopt written specific standards for the application of these criteria. These standards shall be binding upon the departments/programs concerned, provided that they have first been approved by the Provost and Vice President Academic, and made available for information and discussed at Faculty Board and Joint Committee.

III.8.4 Timing

- III.8.4.1 The Chair of the Departmental/Program Personnel Committee shall forward the Committee's recommendation for or against promotion to the Dean by the fourth (4th) Wednesday of the winter term. If circumstances prevent the Departmental/Program Personnel Committee from meeting this deadline, the Chair of the Departmental/Program Personnel Committee shall inform the Dean in writing, with a copy to the candidate. COAP, the Dean, the Provost and Vice President Academic, and the President will work within a timeline which will, under normal circumstances, permit the President to convey a decision regarding promotion to the candidate by June 30th of the year in which the promotion hearing was initiated.
- III.8.4.2 Once a decision to promote has been made by the Board, it shall take effect on July 1st. If a decision to promote is delayed because of reconsideration beyond June 30th of the academic year in which promotion hearing was initiated, promotion shall take effect retroactively to July 1st.

III.8.5 Composition of the Departmental/Program Personnel Committee

- III.8.5.1 Departmental/Program Personnel Committees shall be elected annually by and amongst members of the department/program committee. Consideration should be paid to representation of designated groups as defined by Employment Equity legislation. The Chair of the department/program committee serves as the voting Chair of the Departmental/Program Personnel Committee.
- III.8.5.2 When a candidate holds an appointment in more than one department/program, the Departmental/Program Personnel Committee shall also include a member from the non-home department/program, with full voting rights. This member will be appointed by the Dean, in consultation with the Chair of the Departmental/Program Personnel Committee and the candidate.

III.8.6 Promotion Files

- III.8.6.1 The Chair of the Departmental/Program Personnel Committee shall inform the members of the Departmental/Program Personnel Committee, by September 15th of each year, whether

any members of the department/program have requested to be considered for promotion under the provisions of [III.8.2.2](#) or [III.8.2.3](#), with the exception of those candidates who are eligible to be considered for promotion to Associate Professor simultaneous with being considered for tenure.

- III.8.6.1.2 A member eligible for promotion to Full Professor must notify the Chair of the Departmental/Program Personnel Committee, copied to the appropriate Dean, by September 1st of their wish to be considered for promotion. Such notification shall include the criteria ([III.8.3.2.1](#)) on which they wish to be considered.
- III.8.6.2 Candidates are responsible for assembling their own promotion file and for delivering it to the Departmental/Program Personnel Committee by November 30th.
- III.8.6.3 The promotion file shall consist of all materials provided by the member pursuant to [III.8.6.9](#), and all other material, reports, assessments and candidate responses compiled under this Article.
- III.8.6.4 The promotion file shall not contain any letters not solicited by the candidate, according to the provisions of [III.8.6.9](#) (e), or by the Chair of the Departmental/Program Personnel Committee or by the Dean, or by the Provost and Vice President Academic according to the procedures set out in this agreement, with the exception of the Departmental/Program Personnel Committee's letter of recommendation, the report from COAP (see [III.8.8.5](#)), and the Provost and Vice President Academic's letter of recommendation.
- III.8.6.5 With the exception of assessments of teaching effectiveness by students, the promotion file shall not contain any unsigned material.
- III.8.6.6 After the promotion file has been submitted to the Departmental/Program Personnel Committee and before the promotion file has been forwarded to the Dean, the candidate can add new material to the file only if the new material that the candidate is adding is sufficiently significant that it might affect the recommendation or decision.
- III.8.6.7 No material can be removed from the promotion file without the agreement of the candidate, the Departmental/Program Personnel Committee, the Provost and Vice President Academic and the Association
- III.8.6.8 After submitting his/her promotion file to the Departmental/Program Personnel Committee, the candidate shall have access to the promotion file only under conditions specified in [III.8.7.5](#) and [III.8.8.4](#) (ii) below.
- III.8.6.9 By November 30th, the Member shall provide the following materials to the Departmental/Program Personnel Committee:
- (a) an up-to-date curriculum vitae indicating clearly research and teaching accomplishments by date;
 - (b) where relevant, representative samples of copies of publications; copies of creative work (or citations to same); evidence of conference presentations; manuscripts under consideration and evidence of their status; evidence of recent grant applications; evidence of community-based research projects; a statement providing an overview of the candidate's research;
 - (c) representative course syllabi; complete sets of assessments of teaching

effectiveness for two or more courses over several years; lab manuals and/or course packs, as appropriate; evidence of reading course, honours, and/or graduate supervision, as appropriate; evidence of curricular or pedagogical development; evidence of professional recognitions such as teaching awards, as appropriate;

- (d) any additional information identified in the department/program written standards for the application of the promotion criteria;
- (e) any additional information about his/her professional accomplishments that the candidate deems relevant.

- III.8.6.9.1 In addition, the candidate shall include a covering letter which serves as a guide to the candidate's promotion file for members of the Departmental/Program Personnel Committee, COAP, the Provost and Vice President Academic, and the President.
- III.8.6.10 The Departmental/Program Personnel Committee shall follow a fair and reasonable plan to secure the views of students and faculty, and the Chair of the Departmental/ Program Personnel Committee shall include a report on this plan when he/she submits the recommendation of the Departmental/Program Personnel Committee to the Dean.
- III.8.6.10.1 In the case of promotion to Full Professor the views of two (2) qualified assessors from outside the University must be sought. In all cases where the views of external assessors are sought or required under this Article, the procedures in [III.8.6.11](#) shall be followed.
- III.8.6.10.2 In the case of promotion to Full Professor where the candidate wishes to be considered under the criteria of being entirely satisfactory in teaching and very highly regarded in research, the Chair of the Departmental/Program Personnel Committee shall contact between forty (40) and sixty (60) students (including graduate students, as appropriate) whom the candidate has taught while at Trent, requesting comments on the candidate's teaching. (In cases where the candidate has taught fewer than fifty (50) students, the Chair of the Departmental/Program Personnel Committee shall contact as many students as possible.) Approximately half of the students should be named by the candidate, and approximately half by the Departmental/Program Personnel Committee. The students shall not be registered in any course taught by the candidate during the current academic year. Students shall be given at least ten (10) working days to provide a response. Such written and signed views from students will be added to the candidate's promotion file.
- III.8.6.10.3 In the case of promotion to Full Professor where the candidate wishes to be considered under the criteria of being entirely satisfactory in research and very highly regarded in teaching, the Chair of the Departmental/Program Personnel Committee shall contact at least eighty (80) students (including graduate students, as appropriate) whom the candidate has taught while at Trent, requesting comments on the candidate's teaching. Approximately half of the students should be named by the candidate, and approximately half by the Departmental/Program Personnel Committee. The students shall not be registered in any course taught by the candidate during the current academic year. Students shall be given at least ten (10) working days to provide a response. Such written and signed views from students will be added to the candidate's promotion file.
- III.8.6.10.4 The Chair of the Departmental/Program Personnel Committee shall invite members of the candidate's department/program to comment on the candidate's teaching and/or research. With the candidate's permission, the Chair of the Departmental/Program Personnel Committee may contact members of the University outside the candidate's home department to comment on the candidate's teaching and/or research. The Chair of the

Departmental/Program Personnel Committee shall make available the non-confidential parts of the candidate's promotion file. Confidential materials include annual assessments of teaching effectiveness by students and any letters by students, faculty, or externals written with the expectation of confidentiality. Colleagues shall be given at least ten (10) working days to submit their comments. Such written views from colleagues will be added to the candidate's promotion file.

III.8.6.11 External Assessors

III.8.6.11.1 Any external assessors sought or required as part of a candidate's promotion consideration shall be selected according to this Article. The Chair of the Departmental/Program Personnel Committee shall provide to the Dean the names of at least four (4) qualified assessors from outside of Trent, at least two (2) of whom shall be the choice of the Departmental/Program Personnel Committee and at least two (2) of whom shall be the choice of the candidate. The Chair of the Departmental/Program Personnel Committee shall provide the Dean with a brief c.v. and contact information for each of the assessors, as well as a rationale for the selection of assessors. Two assessors, one (1) named by the Departmental/Program Personnel Committee and one (1) named by the candidate, shall be requested by the Dean to furnish assessments of the candidate's performance in research in accordance with the criteria by which the candidate elects to be assessed, as specified in [III.8.3](#) and, where relevant, the departmental/program approved written standards for the application of the criteria. On receipt of the assessors' reports, the Dean shall place them in the candidate's promotion file.

III.8.7 Recommendation of the Departmental/Program Personnel Committee to the Provost and Vice President Academic

III.8.7.1 The members of the Departmental/Program Personnel Committee shall review the contents of the candidate's promotion file and shall meet to discuss the candidate's promotion application.

III.8.7.2 Quorum for Departmental/Program Personnel Committee meetings, at which a promotion file is being discussed and/or voted on, shall be all members of the Departmental/Program Personnel Committee, save any members who are in a conflict of interest. Members who are in a conflict of interest will recuse themselves from any Departmental/Program Personnel Committee meetings at which the relevant promotion file is being discussed and/or voted on.

III.8.7.2.1 Committee decisions shall be made by formal vote. Votes shall be conducted by secret ballot. Committee members may not abstain from voting. A simple majority of votes carries. A record of the results of the vote as well as the minutes of all Departmental/Program Personnel Committee meetings shall be forwarded to the Office of the Dean when the Chair of the Departmental/Program Personnel Committee forwards the Departmental/Program Personnel Committee's recommendation to the Dean. Such records are confidential, and the Departmental/Program Personnel Committee's minutes will not form part of the promotion file. They shall be kept for twelve (12) months after the promotion decision has been issued or until the end of any related grievance or arbitration.

III.8.7.2.2 Members of the Departmental/Program Personnel Committee shall maintain confidentiality regarding the Departmental/Program Personnel Committee's deliberations and decisions, unless, as a result of a grievance process, legal or contractual proceedings require otherwise. Committee members who violate this requirement of confidentiality shall be removed from the Departmental/Program Personnel Committee by the Chair of the Departmental/Program Personnel Committee.

- III.8.7.2.3 Notwithstanding the confidential nature of the deliberations and decisions leading to recommendations of the Departmental/Program Personnel committee, any allegations of procedural irregularities may be brought to the attention of the Dean, the Provost and Vice President Academic or any TUFA officer.
- III.8.7.3 Prior to rendering its decision, the Departmental/Program Personnel Committee may, giving reasons, request the candidate to provide further evidence and/or supporting documentation, provided such information is specified in this Agreement as belonging in a promotion file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's promotion file.
- III.8.7.4 If the Departmental/Program Personnel Committee has serious reservations about the qualification of the candidate for promotion, the Chair of the Departmental/Program Personnel Committee shall so inform the candidate, and set out in writing the reasons for its reservations. The candidate shall have the right to request reconsideration by the Departmental/Program Personnel Committee before it makes its recommendation to the Provost and Vice President Academic.
- III.8.7.5 Should the candidate request reconsideration, the candidate shall submit a written response within two (2) weeks to the Chair of the Departmental/Program Personnel Committee. The evidence to be considered by the Departmental/Program Personnel Committee in its reconsideration is to be confined to the candidate's promotion file, the candidate's written response, and whatever additional relevant information the candidate provides. In preparing a written response, the candidate shall have access to the full contents of his/her promotion file, including the confidential letters from students, faculty, and external assessors, as appropriate, with identities masked.
- III.8.7.6 After considering all the submissions and discussing the case in the context of the criteria for the awarding of promotion as set out in [III.8.3.2](#) and the relevant departmental/program approved written standards for the application of the criteria, and, where applicable, having considered a candidate's request for reconsideration as per [III.8.7.5](#), the Departmental/Program Personnel Committee shall, by formal vote, make one of the following recommendations to the Provost and Vice President Academic:
- i) grant promotion
 - ii) not grant promotion
- III.8.7.7 The letter transmitting the Departmental/Program Personnel Committee's recommendation will be reviewed and approved by the members of the Departmental/ Program Personnel Committee prior to the Chair of the Departmental/Program Personnel forwarding the letter to the Dean.
- III.8.7.8 The Chair of the Departmental/Program Personnel Committee shall provide a copy to the candidate of the Departmental/Program Personnel Committee's recommendation which the Chair of the Departmental/Program Personnel Committee intends to forward to the Provost and Vice President Academic. The Committee's recommendation shall include reasons for the recommendation and a numerical record of the vote.
- III.8.7.8.1 The candidate may provide a written response within two (2) weeks to the Departmental/Program Personnel Committee's letter, to be included in the promotion file to be forwarded by the Chair of the Departmental/Program Personnel Committee to the Dean

with the recommendation of the Departmental/Program Personnel Committee.

III.8.7.9 The Chair of the Departmental/Program Personnel Committee shall forward to the Dean, for consideration by COAP, the recommendation concerning promotion of the Departmental/Program Personnel Committee, the candidate's response, if any, all supporting arguments and all correspondence and documentation considered by the Departmental/Program Personnel Committee, and a report on the procedures followed.

III.8.7.9.1 The recommendation shall address the candidate's research and teaching, and will be governed by the criteria for the granting of promotion as set out in [III.8.3](#) and, where applicable, the relevant departmental/program approved written standards for the application of the criteria.

III.8.7.10 The Dean will forward all materials in the promotion file to COAP, and following COAP's recommendation, the Chair of COAP will forward all materials in the promotion file to the Provost and Vice President Academic.

III.8.8 Recommendation of COAP to the Provost and Vice President Academic

III.8.8.1 COAP shall review all the submissions and recommendations pertaining to promotion in the context of the criteria set out in [III.8.3](#) and, where applicable, the relevant departmental/program approved written standards for the application of the criteria, and shall have access to all materials tabled in the Departmental/Program Personnel Committee.

III.8.8.2 The meetings of COAP for all deliberations regarding promotion of faculty shall be conducted according to the procedures set out below.

III.8.8.2.1 COAP shall be chaired by an academic administrator designated by the Provost and Vice President Academic. The Chair of COAP shall be non-voting.

III.8.8.2.2 Quorum for COAP meetings, at which a promotion file is being discussed and/or voted on, shall be six of eight voting members, with at least two voting members from the candidate's division.

III.8.8.2.3 Decisions at COAP shall be made by formal vote. Votes on motions regarding Departmental/Program Personnel Committee recommendations for or against promotion shall be conducted by secret ballot. Committee members may abstain from voting only if they have declared a conflict of interest or have been deemed to be in a conflict of interest. A simple majority of votes carries. A record of the results of each vote will be kept in the minutes. COAP minutes shall be kept for twelve (12) months after the promotion decision has been issued or until the end of any related grievance or arbitration.

III.8.8.2.4 Members of COAP shall maintain confidentiality regarding COAP's deliberations and decisions, unless, as a result of a grievance process, legal or contractual proceedings require otherwise. Committee members who violate this requirement of confidentiality shall be removed from COAP by the Chair of COAP.

III.8.8.2.5 Notwithstanding the confidential nature of the deliberations and decisions leading to recommendations of COAP, and any allegations of procedural irregularities may be brought to the attention of the Provost and Vice President Academic or any TUFA officer.

III.8.8.3 Prior to rendering its decision, COAP through its Chair and giving reasons, may request that the Departmental/Program Personnel Committee and/or the candidate provide further

evidence and/or supporting documentation, provided such information is specified in this Agreement as belonging in a promotion file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's promotion file.

III.8.8.4

COAP by formal vote may:

- (i) endorse a recommendation concerning promotion from the Departmental/Program Personnel Committee, in which case COAP recommends to the Provost and Vice President Academic that the recommendation from the Departmental/Program Personnel Committee be upheld; or
- (ii) through its Chair and giving reasons, may request that the Departmental/Program Personnel Committee reconsider its recommendation concerning promotion. As part of its request for reconsideration, COAP may request that the Departmental/Program Personnel Committee and/or the candidate provide further evidence and/or supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a promotion file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's promotion file. In the event that such a request from COAP would result in more than two (2) external assessments in the promotion file, approval of Joint Committee is required. When a request that the Departmental/ Program Personnel Committee reconsider its recommendation is made, the candidate shall have access to the full contents of his/her promotion file, including any confidential letters from students, faculty, and external assessors, with identities masked, and the reasons provided by COAP in its request that the Departmental/Program Personnel Committee reconsider its recommendation; or
- (iii) refuse to endorse a recommendation concerning promotion from the Departmental/Program Personnel Committee, but shall not do so without good reason based on the criteria for the granting of promotion as provided for in [III.8.3](#) and the relevant departmental/program approved written standards for the application of the criteria, or a finding of determinative procedural or substantive error or bias, in which case COAP recommends to the Provost and Vice President Academic that the recommendation from the Departmental/Program Personnel Committee not be upheld.

III.8.8.5

The Recording Secretary of COAP shall provide to the Provost and Vice President Academic a detailed written account of COAP's reasons for its recommendation. This written account will be reviewed and approved by the members of COAP prior to its being provided to the Provost and Vice President Academic. This report shall be included in the candidate's promotion file.

III.8.8.6

In the event that, after receiving the recommendation from COAP, the Provost and Vice President Academic upholds the recommendation for promotion made by the Departmental/Program Personnel Committee, the Provost and Vice President Academic shall recommend to the President that the member be granted promotion.

III.8.8.7

In the event that COAP refuses to endorse a positive recommendation for promotion from the Department/Program Personnel Committee, the Chair of COAP shall so inform the candidate and the Department/Program Personnel Committee, setting out in writing COAP's reasons.

This statement of reasons shall reflect the actual grounds for COAP's recommendation, be substantive in nature, and be clearly related to the criteria for the granting of promotion as defined in this Agreement. The candidate and the Department/Program Personnel Committee shall have the right to submit a written response within two (2) weeks to the Provost and Vice President Academic. The Provost and Vice President Academic shall consider any such written response before he/she makes a recommendation for promotion to the President or a decision to deny promotion.

III.8.9 Promotion Decision

- III.8.9.1 Following receipt of the recommendation from the Departmental/Program Personnel Committee and COAP, and any subsequent responses from the candidate and/or the Departmental/Program Personnel Committee, the Provost and Vice President Academic shall make a recommendation for promotion to the President or a decision to deny promotion.
- III.8.9.1.2 The Provost and Vice President Academic, giving reasons, may request that the Departmental/Program Personnel Committee and/or the candidate provide further evidence and/or supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a promotion file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's promotion file. In the event that such a request from the Provost and Vice President Academic, would result in more than four (4) external assessments in the promotion file, approval of Joint Committee is required.
- III.8.9.2 If the Provost and Vice President Academic, decides to deny promotion, the candidate shall be so informed and shall receive in writing a statement of reasons from the Provost and Vice President Academic. This statement of reasons shall reflect the actual grounds for the Provost and Vice President Academic's, decision, be substantive in nature, and be clearly related to the criteria for the granting of promotion as defined in this Agreement.
- III.8.9.3 If the Provost and Vice President Academic, is recommending for promotion, he/she shall provide a copy to the candidate of the recommendation which he/she intends to make to the President. This letter shall set out the Provost and Vice President Academic's, reasons for his/her recommendation for promotion.
- III.8.9.4 The Provost and Vice President Academic, will forward all materials in the promotion file to the President when he/she forwards his/her recommendation for promotion.
- III.8.9.5 The President, giving reasons, may ask that the Departmental/Program Personnel Committee and/or the candidate provide further evidence and/or supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a promotion file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's promotion file. In the event that such a request from the President would result in more than four (4) external assessments in the promotion file, approval of Joint Committee is required.
- III.8.9.5.1 Following receipt of the recommendation from the Provost and Vice President Academic, and of the candidate's promotion file, including all prior recommendations and responses, if any, the President shall make a recommendation to the Board to grant promotion or make a decision to deny promotion.

- III.8.9.6 If the President decides to deny promotion, the candidate shall be so informed and shall receive in writing a statement of reasons from the President. This statement of reasons shall reflect the actual grounds for the President's decision, be substantive in nature, and be clearly related to the criteria for the granting of promotion as defined in this Agreement.
- III.8.9.7 A decision to grant promotion to a member shall be made subsequent to the Provost and Vice President Academic, making a positive recommendation to grant promotion to the President and the President making a positive recommendation to grant promotion to the Board. A decision to grant promotion will be made by the Board and communicated to the candidate, the Chair of the Departmental/Program Personnel Committee, the Dean, the Chair of COAP and the Provost and Vice President Academic by the President.
- III.8.9.8 Promotion decisions take effect the July 1st following the November 30th deadline for the submission of the promotion file.
- III.9 Probationary Reappointment of Professional Librarians
- III.9.1 Definition of a Probationary Reappointment Decision
- III.9.1.1 A decision to reappoint or not to reappoint constitutes a reappointment decision.
- III.9.1.2 A decision to reappoint shall be made by the Board only on the recommendation of the President, who shall first receive a recommendation from the University Librarian, following the University Librarian's receipt of a recommendation from COAP and from the Library Personnel Committee. A decision not to reappoint shall be made by the President.
- III.9.1.3 Probationary reappointment shall not be granted without a positive recommendation from the President, provided that the University Librarian and the President each carry out the duties assigned in the probationary reappointment process under this Agreement without determinative procedural or substantive error or bias.
- III.9.1.4 Probationary reappointments are for a two-year period with effect from the end of the initial probationary appointment.
- III.9.2 Annual Meeting with the University Librarian for Members on Probationary Appointments
- III.9.2.1 The University Librarian's Office shall contact all members holding probationary appointments to arrange a meeting with the University Librarian to be held by April 30th of each year of the member's probationary appointment to discuss his/her progress towards permanency.
- III.9.3 Eligibility to be Considered for Probationary Reappointment
- III.9.3.1 Probationary appointments made at the Librarian I to IV rank shall involve an initial probationary term of two (2) years.
- III.9.3.1.1 A member holding an initial probationary appointment at the Librarian I to IV rank who is not considered for early permanency (as described in [III.10.3.3](#)) during the second (2nd) year of the initial two-year probationary appointment shall instead be considered for a probationary reappointment for a further two (2) years during the second (2nd) year of the initial probationary appointment. The total probationary period is not to exceed four years.

III.9.3.2 Eligibility to be considered for Reappointment for Members with Previous Limited Term Service

III.9.3.2.1 A member with previous combined limited term service within the bargaining unit of one (1) year or less, who is granted a probationary appointment, shall follow the eligibility conditions as set out in [III.9.3.1](#).

III.9.3.2.2 A member with previous combined limited term service within the bargaining unit of between one (1) and three (3) years, who is granted a probationary appointment, shall be considered for reappointment and permanency according to the provisions in [III.10.3.4.2](#).

III.9.3.3 Extension of Probationary Period

III.9.3.3.1 Notwithstanding the various provisions above which define a maximum period of probationary service, a member who has had a pregnancy leave during her probationary period under [IV.13.6.2](#) and [IV.13.6.3](#) or a member who has taken a parental or adoption leave of more than four (4) months during his/her probationary period under [IV.13.6.2](#) and [IV.13.6.4](#) shall, upon written request to the University Librarian, no later than three (3) months following his/her return to duties after pregnancy, parental, or adoption leave, or by August 1st of the year in which he/she was scheduled to be considered for reappointment, whichever is earlier, have his/her consideration for reappointment deferred by one (1) year.

III.9.3.3.2 Similarly, a member who, during the probationary appointment has taken a sick leave under [IV.13.6.5](#) of more than four (4) months may elect to have the consideration for reappointment deferred by up to one (1) year, upon written request by the member to the University Librarian within six (6) months following return to duties. Where the absence is for one (1) year or more, the maximum deferral of the consideration for reappointment shall be up to two (2) years, upon written request by the member to the University Librarian no later than six (6) months following return to duties after the absence.

III.9.3.3.3 On compassionate grounds or in exceptional circumstances, a member may make a request to the University Librarian that his/her consideration for reappointment be deferred, normally for one (1) year.

III.9.3.3.4 Notwithstanding the above, the maximum combined extensions granted to a member during his/her probationary appointment and reappointment will normally not exceed a total of two (2) years.

III.9.4 Criteria for Probationary Reappointment

III.9.4.1 A candidate for probationary reappointment shall be considered by the Library Personnel Committee on the basis of satisfactory progression towards permanency, as per [III.10.4](#).

III.9.5 Timing

III.9.5.1 The University Librarian shall inform the candidate, in writing, no later than nine (9) months prior to the end of his/her initial probationary period, that he/she will be considered for probationary reappointment. The University Librarian's letter shall draw the candidate's attention to the relevant sections of this Agreement, including the deadline for the candidate to submit his/her reappointment file.

III.9.5.2 The Chair of the Library Personnel Committee shall inform the candidate no later than nine (9) months prior to the end his/her initial probationary period that his/her probationary reappointment hearing has been initiated, and that the candidate is to submit such evidence as

required by this agreement and other such supporting evidence as he/she sees fit no later than seven (7) months prior to the end of his/her initial probationary period. On compassionate grounds or in exceptional circumstances, a member may make a request to the University Librarian that his/her application deadline be extended, normally for one (1) month.

- III.9.5.3 The Chair of the Library Personnel Committee shall forward the Committee's recommendation for or against probationary reappointment to the University Librarian no later than five (5) months prior to the end the candidate's initial probationary period. If circumstances prevent the Library Personnel Committee from meeting this deadline, the Chair of the Library Personnel Committee shall inform the University Librarian in writing, with a copy to the candidate. COAP, the University Librarian, and the President will work within a timeline which will, under normal circumstances, permit the President to convey a decision regarding probationary reappointment to the candidate no later than three (3) months prior to the end of the initial probationary period.
- III.9.5.4 Once a decision to grant a probationary reappointment has been made by the Board, it shall take effect immediately upon the end of the initial probationary period. If a decision to grant probationary reappointment is delayed because of reconsideration beyond the end of the initial probationary period, reappointment shall take effect retroactively to the end of the probationary period. If the candidate has submitted materials by seven (7) months before the end of the initial probationary period, and a decision to deny probationary reappointment is nonetheless delayed beyond the end of the initial probationary period, the candidate shall be granted a further six (6) month limited term appointment, notwithstanding the various provisions of this Article.
- III.9.6 Composition of the Library Personnel Committee
- III.9.6.1 The Library Personnel Committee shall be elected annually by and amongst the members of the Librarians' Committee. Consideration should be paid to representation of designated groups as defined by Employment Equity legislation.
- III.9.6.2 When a candidate holds an appointment in more than one academic unit, the Library Personnel Committee shall also include a member from the non-home academic unit with full voting rights. This member will be appointed by the University Librarian, in consultation with the Chair of the Library Personnel Committee and the candidate.
- III.9.7 Reappointment Files
- III.9.7.1 Candidates are responsible for assembling their own reappointment file and for delivering it to the Library Personnel Committee by the date specified in [III.9.5.2](#).
- III.9.7.2 The reappointment file shall consist of all materials provided by the member pursuant to [III.9.7.8](#), and all other material, reports, assessments and candidate responses compiled under this Article.
- III.9.7.3 The reappointment file shall not contain any letters not solicited either by the candidate, according to the provisions of [III.9.7.8](#) (e), or by the Chair of the Library Personnel Committee or by the University Librarian, according to the procedures set out in this agreement, with the exception of the Library Personnel Committee's letter of recommendation, the report from COAP (see [III.9.9.5](#)), and the University Librarian's letter of recommendation.
- III.9.7.4 The reappointment file shall not contain any unsigned material.

- III.9.7.5 After the reappointment file has been submitted to the Library Personnel Committee and before the reappointment file has been forwarded to the University Librarian, the candidate can add new material to the file only if the new material that the candidate is adding is sufficiently significant that it might affect the recommendation or decision.
- III.9.7.6 No material can be removed from the reappointment file without the agreement of the candidate, the Library Personnel Committee, the University Librarian and the Association.
- III.9.7.7 After submitting his/her reappointment file to the Library Personnel Committee, the candidate shall have access to the reappointment file only under conditions specified in [III.9.8.5](#) and [III.9.9.4](#) (ii) below.
- III.9.7.8 By the date specified in [III.9.5.2](#), the Member shall provide the following materials to the Library Personnel Committee:
- (a) an up-to-date curriculum vitae indicating clearly the performance of professional librarian duties, by date;
 - (b) where relevant, copies of professional publications; copies of creative work (or citations to same); evidence of conference presentations; copies of library subject guides, course guides and pathfinders; manuscripts under consideration and evidence of their status; evidence of grant applications; evidence of professional and scholarly contributions;
 - (c) copies of library instructional workshop syllabi; evidence of service to the University, to the community and to the profession at large; evidence of professional recognitions such as service awards, as appropriate; and other documentation as relevant;
 - (d) any additional information identified in the Librarians' Committee written standards for the application of the permanency criteria;
 - (e) any additional information about his/her professional accomplishments that the candidate deems relevant.
- III.9.7.9 In addition, the candidate shall include a covering letter which serves as a guide to the candidate's reappointment file for members of the Library Personnel Committee, COAP, the University Librarian, and the President.
- III.9.7.10 The Chair of the Library Personnel Committee shall invite librarians to comment on the candidate's performance of professional duties, contributions to the profession at large, and service to the university and the community. With the candidate's permission, the Chair of the Library Personnel Committee may contact members of the University outside the Library to comment on the contributions to the profession at large, and service to the university and the community. The Chair of the Library Personnel Committee shall make available the non-confidential parts of the candidate's reappointment file. Confidential materials include any letters by librarians, faculty, or externals written with the expectation of confidentiality. Colleagues shall be given at least ten (10) working days to submit their comments. Such written views from colleagues will be added to the candidate's reappointment file.
- III.9.7.11 External Assessors

Any external assessors sought or required as part of a candidate's reappointment consideration shall be selected according to this Article. The Chair of the Library Personnel Committee shall provide to the University Librarian the names of at least four (4) qualified assessors from outside of Trent, at least two (2) of whom shall be the choice of the Library Personnel Committee and at least two (2) of whom shall be the choice of the candidate. The Chair of the Library Personnel Committee shall provide the University Librarian with a summary of professional background or a brief c.v. as applicable and contact information for each of the assessors, as well as a rationale for the selection of assessors. Two assessors, one (1) named by the Library Personnel Committee and one (1) named by the candidate, shall be requested by the University Librarian to furnish assessments of the candidate's scholarly and research contributions, and contributions to the profession at large, in accordance with the reappointment criteria as specified in III.9.4. On receipt of the assessors' reports, the University Librarian shall place them in the candidate's reappointment file.

III.9.8 Recommendation of the Library Personnel Committee

- III.9.8.1 The members of the Library Personnel Committee shall review the contents of the candidate's reappointment file and shall meet to discuss the candidate's reappointment application.
- III.9.8.2 Quorum for Library Personnel Committee meetings, at which a reappointment file is being discussed and/or voted on, shall be all members of the Library Personnel Committee, save any members who are in a conflict of interest. Members who are in a conflict of interest will recuse themselves from any Library Personnel Committee meetings at which the relevant reappointment file is being discussed and/or voted on.
- III.9.8.2.1 Committee decisions shall be made by formal vote. Votes shall be conducted by secret ballot. Committee members may not abstain from voting. A simple majority of votes carries. A record of the results of the vote as well as the minutes of all Library Personnel Committee meetings shall be forwarded to the Office of the University Librarian when the Chair of the Library Personnel Committee forwards the Library Personnel Committee's recommendation to the University Librarian. Such records are confidential, and the Library Personnel Committee's minutes will not form part of the reappointment file. They shall be kept for twelve (12) months after the reappointment decision has been issued or until the end of any related grievance or arbitration.
- III.9.8.2.2 Members of the Library Personnel Committee shall maintain confidentiality regarding the Library Personnel Committee's deliberations and decisions, unless, as a result of a grievance process, legal or contractual proceedings require otherwise. Committee members who violate this requirement of confidentiality shall be removed from the Library Personnel Committee by the Chair of the Library Personnel Committee.
- III.9.8.2.3 Notwithstanding the confidential nature of the deliberations and decisions leading to recommendations of the Library Personnel committee, any allegations of procedural irregularities may be brought to the attention of the University Librarian or any TUFA officer.
- III.9.8.3 Prior to rendering its decision, the Library Personnel Committee may, giving reasons, request the candidate to provide further evidence and/or supporting documentation, provided such information is specified in this Agreement as belonging in a reappointment file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's reappointment file.

- III.9.8.4 If the Library Personnel Committee has serious reservations about the qualification of the candidate for reappointment, the Chair of the Library Personnel Committee shall so inform the candidate, and set out in writing the reasons for its reservations. The candidate shall have the right to request reconsideration by the Library Personnel Committee before it makes its recommendation to the University Librarian.
- III.9.8.5 Should the candidate request reconsideration, the candidate shall submit a written response within two (2) weeks to the Chair of the Library Personnel Committee. The evidence to be considered by the Library Personnel Committee in its reconsideration is to be confined to the candidate's reappointment file, the candidate's written response, and whatever additional relevant information the candidate provides. In preparing a written response, the candidate shall have access to the full contents of his/her reappointment file, including any confidential letters from students, faculty, and external assessors, with identities masked.
- III.9.8.6 After considering all the submissions and discussing the case in the context of the criteria for the awarding of reappointment as set out in [III.9.4](#), and, where applicable, having considered a candidate's request for reconsideration as per [III.9.8.5](#), the Library Personnel Committee shall, by formal vote, make one of the following recommendations to the University Librarian:
- (i) a two (2) year probationary reappointment, with consideration for permanency occurring in the fourth (4) year of probationary service; or
 - (ii) non-renewal at the end of the two (2) year probationary appointment.
- III.9.8.7 The letter transmitting the Library Personnel Committee's recommendation will be reviewed and approved by the members of the Library Personnel Committee prior to the Chair of the Library Personnel forwarding the letter to the University Librarian.
- III.9.8.7.1 If the Library Personnel Committee has reservations about a candidate recommended for a probationary reappointment, these reservations shall be communicated in writing to the candidate and the University Librarian at the time of reappointment and shall be addressed by the Library Permanency Committee in any subsequent permanency hearing.
- III.9.8.8 The Chair of the Library Personnel Committee shall provide a copy to the candidate of the Library Personnel Committee's recommendation which the Chair of the Library Personnel Committee intends to forward to the University Librarian. The Committee's recommendation shall include reasons for the recommendation and a numerical record of the vote.
- III.9.8.8.1 The candidate may provide a written response within two (2) weeks to the Library Personnel Committee's letter, to be included in the reappointment file to be forwarded by the Chair of the Library Personnel Committee to the University Librarian with the recommendation of the Library Personnel Committee.
- III.9.8.9 The Chair of the Library Personnel Committee shall forward to the University Librarian, for consideration by COAP, the recommendation concerning reappointment of the Library Personnel Committee, the candidate's response, if any, all supporting arguments and all correspondence and documentation considered by the Library Personnel Committee, and a report on the procedures followed.
- III.9.10 The recommendation shall address competence in the performance of duties and promise of continuing development, bearing in mind the provisions of [IV.5.2](#), and will be governed by

the criteria for the granting of reappointment as set out in [III.9.4](#).

III.9.9 Recommendation of COAP to the University Librarian

- III.9.9.1 COAP shall review all the submissions and recommendations pertaining to reappointment in the context of the criteria set out in [III.9.4](#) above, and shall have access to all materials tabled in the Library Personnel Committee.
- III.9.9.2 The meetings of COAP for all deliberations regarding reappointment of professional librarians shall be conducted according to the procedures set out below.
- III.9.9.2.1 COAP shall be chaired by the University Librarian. The University Librarian shall be non-voting.
- III.9.9.2.2 Quorum for COAP meetings, at which a reappointment file is being discussed and/or voted on, shall be six (6) of eight (8) voting members, with at least one (1) voting member from the Library.
- III.9.9.2.3 Decisions at COAP shall be made by formal vote. Votes on motions regarding Library Personnel Committee recommendations for or against reappointment shall be conducted by secret ballot. Committee members may abstain from voting only if they have declared a conflict of interest or have been deemed to be in a conflict of interest. A simple majority of votes carries. A record of the results of each vote will be kept in the minutes. COAP minutes shall be kept for twelve (12) months after the reappointment decision has been issued or until the end of any related grievance or arbitration.
- III.9.9.2.4 Members of COAP shall maintain confidentiality regarding COAP's deliberations and decisions, unless, as a result of a grievance process, legal or contractual proceedings require otherwise. Committee members who violate this requirement of confidentiality shall be removed from COAP by the Chair of COAP.
- III.9.9.2.5 Notwithstanding the confidential nature of the deliberations and decisions leading to recommendations of COAP, any allegations of procedural irregularities may be brought to the attention of the Provost and Vice President Academic or any TUFA officer.
- III.9.9.3 Prior to rendering its decision, COAP may, giving reasons, request the University Librarian to ask that the Library Personnel Committee and/or the candidate provide further evidence and/or supporting documentation, provided such information is specified in this Agreement as belonging in a reappointment file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's reappointment file.
- III.9.9.4 COAP by formal vote may:
- (i) endorse a recommendation concerning reappointment from the Library Personnel Committee, in which case COAP recommends to the University Librarian that the recommendation from the Library Personnel Committee be upheld; or
 - (ii) giving reasons, request the University Librarian to ask that the Library Personnel Committee reconsider its recommendation concerning reappointment. As part of its request for reconsideration, COAP may request the University Librarian to ask that the Library Personnel Committee and/or the candidate provide further evidence and/or supporting documentation, including but not limited to

assessments from external assessors, provided such information is specified in this Agreement as belonging in a reappointment file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's reappointment file. In the event that such a request from COAP would result in more than two (2) external assessments in the reappointment file, approval of Joint Committee is required. When a request that the Library Personnel Committee reconsider its recommendation is made, the candidate shall have access to the full contents of his/her reappointment file, including any confidential letters from students, faculty, and external assessors, with identities masked, and to the reasons provided by COAP to the University Librarian in its request that the Library Personnel Committee reconsider its recommendation; or

- (iii) refuse to endorse a recommendation concerning reappointment from the Library Personnel Committee, but shall not do so without good reason based on the criteria for the granting of reappointment as provided for in [III.9.4](#), or a finding of determinative procedural or substantive error or bias, in which case COAP recommends to the University Librarian that the recommendation from the Library Personnel Committee not be upheld.

III.9.9.5 The Recording Secretary of COAP shall provide to the University Librarian a detailed written account of COAP's reasons for its recommendation. This written account will be reviewed and approved by the members of COAP prior to its being provided to the University Librarian. This report shall be included in the candidate's reappointment file.

III.9.9.6 In the event that, after receiving the recommendation from COAP, the University Librarian upholds the recommendation for reappointment made by the Library Personnel Committee, the University Librarian shall recommend to the President that the member be granted reappointment.

III.9.9.7 In the event that COAP refuses to endorse a positive recommendation for reappointment from the Library Personnel Committee, the University Librarian shall so inform the candidate and the Library Personnel Committee, setting out in writing COAP's reasons. This statement of reasons shall reflect the actual grounds for COAP's recommendation, be substantive in nature, and be clearly related to the criteria for the granting of reappointment as defined in this Agreement. The candidate and the Library Personnel Committee shall have the right to submit a written response within two (2) weeks to the University Librarian. The University Librarian shall consider any such written response before he/she makes a recommendation to the President.

III.9.9.8 In the event that the Library Personnel Committee recommends against reappointment, and in the event that the University Librarian, after having received a recommendation from COAP, intends to recommend against reappointment, the University Librarian shall so inform the candidate. The University Librarian shall request the Chair of the Library Personnel Committee to state in writing the reasons for the Library Personnel Committee's decision, and the University Librarian shall convey these to the candidate. This statement of reasons shall reflect the actual grounds for the decision, be substantive in nature, and be clearly related to the criteria for the granting of reappointment as defined in this Agreement. The candidate shall have the right to submit a written response within two (2) weeks to the University Librarian. The University Librarian shall consider the candidate's written response before he/she makes a recommendation to the President.

III.9.10 Reappointment Decision

- III.9.10.1 Following receipt of the recommendation from the Library Personnel Committee and COAP, and any subsequent responses from the candidate and/or the Library Personnel Committee, the University Librarian shall make a recommendation on reappointment.
- III.9.10.1.2 The University Librarian, giving reasons, may ask that the Library Personnel Committee and/or the candidate provide further evidence and/or supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a reappointment file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's reappointment file. In the event that such a request from the University Librarian would result in more than two (2) external assessments in the reappointment file, approval of Joint Committee is required.
- III.9.10.2 The University Librarian shall provide a copy to the candidate of the letter of recommendation which he/she intends to forward to the President. This letter shall set out the University Librarian's reasons for his/her recommendation.
- III.9.10.3 The candidate may provide a written response within two (2) weeks to the University Librarian's letter, to be included in the materials to be forwarded by the University Librarian to the President.
- III.9.10.4 The University Librarian will forward all materials in the reappointment file to the President.
- III.9.10.5 The President, giving reasons, may ask that the Library Personnel Committee and/or the candidate provide further evidence and/or supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a reappointment file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's reappointment file. In the event that such a request from the President would result in more than two (2) external assessments in the reappointment file, approval of Joint Committee is required.
- III.9.10.5.1 Following receipt of the recommendation from the University Librarian and of the candidate's reappointment file, including all prior recommendations and responses, if any, the President shall make a recommendation to the Board to grant reappointment or make a decision to deny reappointment.
- III.9.10.6 If the President decides to deny reappointment, the candidate shall be so informed and shall receive in writing a statement of reasons from the President. This statement of reasons shall reflect the actual grounds for the President's decision, be substantive in nature, and be clearly related to the criteria for the award of reappointment as defined in this Agreement.
- III.9.10.7 A decision to grant reappointment to a member shall be made subsequent to the University Librarian making a recommendation concerning reappointment to the President and the President making a positive recommendation to grant reappointment to the Board. A decision to grant reappointment will be made by the Board and communicated to the candidate, the Chair of the Library Personnel Committee, and the Chair of COAP by the President.
- III.9.10.8 Reappointment decisions take effect immediately upon the end of the initial probationary period.

- III.10 Permanency for Professional Librarians
- III.10.1 Definition of a Permanency Decision
- III.10.1.1 A decision to award or deny permanency constitutes a permanency decision.
- III.10.1.2 A decision to award permanency shall be made by the Board only on the recommendation of the President, who shall first receive a recommendation from the University Librarian, following the University Librarian's receipt of a recommendation from COAP and from the Library Permanency Committee. A decision to deny permanency shall be made by the President.
- III.10.1.3 Permanency shall not be granted without a positive recommendation from the Library Permanency Committee, the University Librarian, and the President, provided that each carries out the duties assigned in the permanency process under this Agreement without determinative procedural or substantive error or bias.
- III.10.2 Annual Meeting with the University Librarian For Members on Probationary Appointments
- III.10.2.1 The University Librarian's Office shall contact all members holding probationary appointments to arrange a meeting with the University Librarian to be held by April 30th of each year of the member's probationary appointment to discuss his/her progress towards permanency.
- III.10.3 Eligibility to be Considered for Permanency
- III.10.3.1 Probationary appointments made at the Librarian I and II rank shall involve an initial probationary term of two (2) years and a probationary reappointment for a further two (2) years, subject to a recommendation for reappointment carried out under the provisions of this Article. Consideration for permanency occurs in the fourth (4th) year of probationary service. The total probationary period is not to exceed four years.
- III.10.3.2 In exceptional cases, when an appointment to Librarian III or IV rank is made of a person with a proven record of outstanding professional qualifications, permanency may be awarded immediately upon appointment, but only after the Library Permanency Committee and COAP have been consulted.
- III.10.3.3 Early Consideration for Permanency
- III.10.3.3.1 Members may receive early consideration for permanency in the second (2nd) year of the initial two (2) year term provided they have demonstrated (i) competence in the performance of duties and (ii) promise of continuing development as a librarian.
- III.10.3.3.2 The early permanency hearing process follows the regular permanency hearing process described in this Article with the addition of the use of external reviewers to assess (i) competence in the performance of duties, and (ii) promise of continuing development as a librarian. The views of external assessors will be sought according to the procedures in this Article.
- III.10.3.3.3 The early permanency hearing process may be initiated by the member, by notice in writing to the member's Chair, no later than nine (9) months before the end of the member's initial probationary appointment.

- III.10.3.3.4 In cases where early permanency is not granted, members will be subject to either Recommendations (i) or (ii) of [III.9.8.6](#).
- III.10.3.3.5 A negative outcome of an early permanency consideration shall in no way prejudice the outcome of any subsequent permanency hearing.
- III.10.3.4 Eligibility to be considered for Permanency for Members with Previous Limited Term Service
- III.10.3.4.1 A member with previous combined limited term service within the bargaining unit of one (1) year or less, who is granted a probationary appointment, shall follow the eligibility conditions as set out in [III.10.3.1](#).
- III.10.3.4.2 When a member holding a limited term appointment within the bargaining unit of more than twelve (12) months is granted a probationary appointment, they may elect to count up to thirty six (36) months of that service as probationary service. The member shall advise the University Librarian of this election at the time of their appointment. If a member elects not to count previous limited term service within the bargaining unit as probationary service, the conditions for eligibility for permanency in [III.10.3.1](#) apply.
- III.10.3.4.3 In exceptional cases, when an appointment is made of a person with a record of outstanding scholarship, permanency may be awarded immediately upon appointment, but only after the Library Personnel Committee and COAP have been consulted.
- III.10.3.4.4 The full details of the appointment including all relevant dates for eligibility to be considered for reappointment and permanency, and associated expectations, such as required academic credentials, shall be provided in the member's letter of appointment.
- III.10.3.5 Extension of Probationary Period
- III.10.3.5.1 Notwithstanding the various provisions above which define a maximum period of probationary service, a member who has had a pregnancy leave during her probationary period under [IV.13.6.2](#) and [IV.13.6.3](#) or a member who has taken a parental or adoption leave of more than four (4) months during his/her probationary period under [IV.13.6.2](#) and [IV.13.6.4](#) shall, upon written request to the University Librarian, no later than three (3) months following his/her return to duties after pregnancy, parental, or adoption leave, or by August 1st of the year in which he/she was scheduled to be considered for permanency, whichever is earlier, have his/her probationary period increased by one (1) year.
- III.10.3.5.2 Similarly, a member who, during the probationary appointment has taken a sick leave under [IV.13.6.5](#) of more than four (4) months may elect to have the probationary appointment extended by up to one (1) year, upon written request by the member to the University Librarian within six (6) months following return to duties. Where the absence is for one (1) year or more, the probationary period for the member shall be extended by up to two (2) years, upon written request by the member to the University Librarian no later than six (6) months following return to duties after the absence.
- III.10.3.5.3 On compassionate grounds or in exceptional circumstances, a member may make a request to the University Librarian that his/her probationary period be extended, normally for one (1) year.
- III.10.3.5.4 Notwithstanding the above, the maximum combined extensions granted to a member during his/her probationary appointment and reappointment will normally not exceed a total of two (2) years.

III.10.4 Criteria for Permanency

- III.10.4.1 In assessing a candidate for permanency, the Library Permanency Committee, COAP, the University Librarian, the President, and the Board shall pay principal regard to competence in the performance of duties and promise of continuing development as a librarian. In order to qualify for permanency, the candidate must be judged to have demonstrated high quality in the performance of duties in the Library, including fulfilling the applicable duties and responsibilities referenced in [IV.1.2](#).
- III.10.4.2 The Librarians' Committee will formally adopt written standards for the application of these criteria in the permanency process. These standards shall be binding upon the Library Permanency Committees following approval by the University Librarian, in consultation with the Librarians' Committee. The written standards will be made available to Faculty Board and Joint Committee for information and discussion.
- III.10.4.3 The Librarians' Committee shall review the written standards at least every seven years. When the Librarians' Committee revises the written standards for the application of the permanency criteria, the Chair of the Library Personnel Committee shall submit the proposed revisions to the University Librarian who shall forward them to the Provost and Vice President Academic. These revised standards shall be binding upon the Library Permanency Committee following approval by the University Librarian, in consultation with the Librarians' Committee. Approved revised written standards will be made available to Faculty Board and Joint Committee for information and discussion.
- III.10.4.4 Where the standards have been revised during a candidate's probationary period, specific notice of the change(s) will be given by the University Librarian to the candidate, copied to the Chair of the Library Personnel Committee. The University Librarian's notice shall draw the candidate's attention to the relevant sections of this agreement, including the deadlines specified in [III.10.5](#).
- III.10.4.5 When the Librarian's Committee adopts or revises its written standards for the application of the permanency criteria (in accordance with [III.10.4.2](#) and [III.10.4.3](#)) during a candidate's probationary appointment, the candidate for permanency shall be asked to state in writing, to the University Librarian within three (3) months of notice from the University Librarian that the written standards have been revised, whether the candidate wishes to be considered under the approved written standards under which he/she was hired or the revised written standards, failing which the approved standards which were in place at the time of his/her initial probationary appointment will apply.

III.10.5 Timing

- III.10.5.1 The University Librarian shall inform the candidate, in writing, no later than nine (9) months prior to the end of his/her probationary period, that he/she will be considered for permanency. The University Librarian's letter shall draw the candidate's attention to the relevant sections of this Agreement, including the deadline for the candidate to submit his/her permanency file.
- III.10.5.2 The Chair of the Library Personnel Committee shall inform the candidate no later than nine (9) months prior to the end his/her probationary period that his/her permanency hearing has been initiated, and that the candidate is to submit such evidence as required by this agreement and other such supporting evidence as he/she sees fit, no later than seven (7) months prior to the end of his/her probationary period. On compassionate grounds or in exceptional circumstances, a member may make a request to the University Librarian that his/her

application deadline be extended, normally for one (1) month.

- III.10.5.3 The Chair of the Library Personnel Committee shall forward the Committee's recommendation for or against permanency to the University Librarian no later than five (5) months prior to the end of the candidate's probationary period. If circumstances prevent the Library Personnel Committee from meeting this deadline, the Chair of the Library Personnel Committee shall inform the University Librarian in writing, with a copy to the candidate. COAP, the University Librarian, and the President will work within a timeline which will, under normal circumstances, permit the President to convey a decision regarding permanency to the candidate no later than three (3) months prior to the end of the probationary period.
- III.10.5.4 Once a decision to grant permanency has been made by the Board, it shall take effect immediately upon the end of the probationary period. If a decision to grant permanency is delayed because of reconsideration beyond the end of the probationary period, permanency shall take effect retroactively to the end of the probationary period. If the candidate has submitted materials by seven (7) months before the end of the initial probationary period, and a decision to deny permanency is nonetheless delayed beyond the end of the probationary period, the candidate shall be granted a further six (6) month limited term appointment, notwithstanding the various provisions of this Article.
- III.10.6 Composition of the Library Permanency Committee
- III.10.6.1 When a permanency decision is to be made, a Library Permanency Committee shall be established, composed of five (5) persons.
- III.10.6.2 The Committee shall consist of the Chair of the Library Personnel Committee, as voting Chair, three (3) permanent librarian members elected by and amongst the members of the Librarians' Committee, and one (1) faculty member from within the University appointed by the University Librarian in consultation with the Chair of the Library Permanency Committee. Where there is no representation from a designated group as defined by Employment Equity legislation amongst the librarian members elected by the Librarians' Committee, the University Librarian's appointee shall normally be a member of a designated group as defined by Employment Equity legislation. All members of the Committee are voting members.
- III.10.6.3 When a candidate holds an appointment in more than one academic unit, the Library Permanency Committee shall also include a member from the non-home academic unit with full voting rights. This member will be appointed by the University Librarian, in consultation with the Chair of the Library Permanency Committee. This member shall serve in lieu of one of the three (3) permanent librarian members elected by and amongst the members of the Librarians' Committee under [III.10.6.2](#), and this member shall be elected from the non-home academic unit in the same manner as members elected from the Librarian's Committee.
- III.10.7 Permanency Files
- III.10.7.1 Candidates are responsible for assembling their own permanency file and for delivering it to the Library Permanency Committee by the date specified in [III.10.5.2](#).
- III.10.7.2 The permanency file shall consist of all materials provided by the member pursuant to [III.10.7.8](#), and all other material, reports, assessments and candidate responses compiled under this Article.
- III.10.7.3 The permanency file shall not contain any letters not solicited either by the candidate,

according to the provisions of [III.10.7.8](#) (e), or by the Chair of the Library Permanency Committee or by the University Librarian or by the Provost and Vice President Academic, according to the procedures set out in this agreement, with the exception of the Library Permanency Committee's letter of recommendation, the report from COAP (see [III.10.9.5](#)), and the Provost and Vice President Academic's letter of recommendation.

- III.10.7.4 The permanency file shall not contain any unsigned material.
- III.10.7.5 After the permanency file has been submitted to the Library Permanency Committee and before the permanency file has been forwarded to the University Librarian, the candidate can add new material to the file only if the new material that the candidate is adding is sufficiently significant that it might affect the recommendation or decision.
- III.10.7.6 No material can be removed from the permanency file without the agreement of the candidate, the Library Permanency Committee, the Provost and Vice President Academic and the Association.
- III.10.7.7 After submitting his/her permanency file to the Library Permanency Committee, the candidate shall have access to the permanency file only under conditions specified in [III.10.8.5](#) and [III.10.9.4](#) (ii) below.
- III.10.7.8 By the date specified in [III.10.5.2](#), the Member shall provide the following materials to the Library Permanency Committee:
- (a) An up-to-date curriculum vitae indicating clearly the performance of professional librarian duties, by date;
 - (b) where relevant, copies of professional publications; copies of creative work (or citations to same); evidence of conference presentations; copies of library subject guides, course guides and pathfinders; manuscripts under consideration and evidence of their status; evidence of grant applications; evidence of professional and scholarly contributions;
 - (c) copies of library instructional workshop syllabi; evidence of service to the University, to the community and to the profession at large; evidence of professional recognitions such as service awards, as appropriate; and other documentation as relevant;
 - (d) any additional information identified in the Librarians' Committee written standards for the application of the permanency criteria;
 - (e) any additional information about his/her professional accomplishments that the candidate deems relevant.
- III.10.7.9 In addition, the candidate shall include a covering letter which serves as a guide to the candidate's permanency file for members of the Library Permanency Committee, COAP, the University Librarian, and the President.
- III.10.7.10 The Library Permanency Committee shall follow a fair and reasonable plan to secure the views of librarians and faculty, and the Chair of the Library Permanency Committee shall include a report on this plan when he/she submits the recommendation of the Library Permanency Committee to the University Librarian. The Library Permanency Committee

may choose to secure the views of qualified assessors from outside the University. If the Library Permanency Committee chooses not to do so, the candidate may nevertheless require that the views of qualified assessors be sought. If the views of external assessors are sought, the procedures in [III.10.7.11](#) shall be followed.

III.10.7.10.1 The Chair of the Library Permanency Committee shall invite librarians to comment on the candidate's performance of professional duties, scholarly and research contributions, contributions to the profession at large, and service to the university and the community. With the candidate's permission, the Chair of the Library Permanency Committee may contact members of the University outside the Library to comment on the candidate's scholarly and research contributions, contributions to the profession at large, and service to the university and the community. The Chair of the Library Permanency Committee shall make available the non-confidential parts of the candidate's promotion file. Confidential materials include any letters by librarians, faculty, or externals written with the expectation of confidentiality. Colleagues shall be given at least ten (10) working days to submit their comments. Such written views from colleagues will be added to the candidate's promotion file.

III.10.7.11 External Assessors

Any external assessors sought or required as part of a candidate's permanency consideration shall be selected according to this Article. The Chair of the Library Permanency Committee shall provide to the University Librarian the names of at least four (4) qualified assessors from outside of Trent, at least two (2) of whom shall be the choice of the Library Permanency Committee and at least two (2) of whom shall be the choice of the candidate. The Chair of the Library Permanency Committee shall provide the University Librarian with a summary of professional background or a brief c.v. as applicable and contact information for each of the assessors, as well as a rationale for the selection of assessors. Two assessors, one (1) named by Library Permanency Committee and one (1) named by the candidate, shall be requested by the University Librarian to furnish assessments of the candidate's scholarly and research contributions and contributions to the profession at large, in accordance with the permanency criteria as specified in [III.10.4](#) and the Librarians' Committee approved written standards for the application of the criteria. On receipt of the assessors' reports, the University Librarian shall place them in the candidate's permanency file.

III.10.8 Recommendation of the Library Permanency Committee to the Provost and Vice President Academic

III.10.8.1 The members of the Library Permanency Committee shall review the contents of the candidate's permanency file and shall meet to discuss the candidate's permanency application.

III.10.8.2 Quorum for Library Permanency Committee meetings, at which a permanency file is being discussed and/or voted on, shall be all members of the Library Permanency Committee, save any members who are in a conflict of interest. Members who are in a conflict of interest will recuse themselves from any Library Permanency Committee meetings at which the relevant permanency file is being discussed and/or voted on. Notwithstanding the above, in exceptional circumstances members may participate via the use of technology.

III.10.8.2.1 Committee decisions shall be made by formal vote. Votes shall be conducted by secret ballot. Committee members may not abstain from voting. A simple majority of votes carries. A record of the results of the vote as well as the minutes of all Library Permanency Committee meetings shall be forwarded to the Office of the University Librarian when the Chair of the

Library Permanency Committee forwards the Library Permanency Committee's recommendation to the University Librarian. Such records are confidential, and the Library Permanency Committee's minutes will not form part of the permanency file. They shall be kept for twelve (12) months after the permanency decision has been issued or until the end of any related grievance or arbitration.

- III.10.8.2.2 Members of the Library Permanency Committee shall maintain confidentiality regarding the Library Permanency Committee's deliberations and decisions, unless, as a result of a grievance process, legal or contractual proceedings require otherwise. Committee members who violate this requirement of confidentiality shall be removed from the Library Permanency Committee by the Chair of the Library Permanency Committee.
- III.10.8.2.3 Notwithstanding the confidential nature of the deliberations and decisions leading to recommendations of the Library Permanency Committee, any allegations of procedural irregularities may be brought to the attention of the University Librarian or any TUFA officer.
- III.10.8.3 Prior to rendering its decision, the Library Permanency Committee may, giving reasons, request the candidate to provide further evidence and/or supporting documentation, provided such information is specified in this Agreement as belonging in a permanency file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's permanency file.
- III.10.8.4 If the Library Permanency Committee has serious reservations about the qualification of the candidate for permanency, the Chair of the Library Permanency Committee shall so inform the candidate, and set out in writing the reasons for its reservations. The candidate shall have the right to request reconsideration by the Library Permanency Committee before it makes its recommendation to the University Librarian.
- III.10.8.5 Should the candidate request reconsideration, the candidate shall submit a written response within two (2) weeks to the Chair of the Library Permanency Committee. The evidence to be considered by the Library Permanency Committee in its reconsideration is to be confined to the candidate's permanency file, the candidate's written response, and whatever additional relevant information the candidate provides. In preparing a written response, the candidate shall have access to the full contents of his/her permanency file, including the confidential letters from librarians, faculty, and external assessors, as appropriate, with identities masked.
- III.10.8.6 After considering all the submissions and discussing the case in the context of the criteria for the awarding of permanency as set out in [III.10.4](#) and the Librarians' Committee approved written standards for the application of the criteria, and, where applicable, having considered a candidate's request for reconsideration as per [III.10.8.5](#), the Library Permanency Committee shall, by formal vote, make one of the following recommendations to the Provost and Vice President Academic:
- (i) grant permanency
 - (ii) not grant permanency
- III.10.8.7 The letter transmitting the Library Permanency Committee's recommendation will be reviewed and approved by the members of the Library Permanency Committee prior to the Chair of the Library Permanency Committee forwarding the letter to the University Librarian.

- III.10.8.8 The Chair of the Library Permanency Committee shall provide a copy to the candidate of the Library Permanency Committee's recommendation which the Chair of the Library Permanency Committee intends to forward to the University Librarian. The Committee's recommendation shall include reasons for the recommendation and a numerical record of the vote.
- III.10.8.8.1 The candidate may provide a written response within two (2) weeks to the Library Permanency Committee's letter, to be included in the tenure file to be forwarded by the Chair of the Library Permanency Committee to the University Librarian with the recommendation of the Library Permanency Committee.
- III.10.8.9 The Library Permanency Committee may also recommend to the University Librarian that the candidate be promoted to Librarian III, conditional upon the receipt of permanency, provided the candidate is eligible for consideration for promotion to Librarian III and is thoroughly satisfactory in the performance of the duties and responsibilities as set out in [IV.1.2](#), bearing in mind the exemptions under [IV.5.2](#).
- III.10.8.10 The Chair of the Library Permanency Committee shall forward to the University Librarian, for consideration by COAP, the recommendation concerning permanency of the Library Permanency Committee, the candidate's response, if any, all supporting arguments and all correspondence and documentation considered by the Library Permanency Committee, and a report on the procedures followed.
- III.10.8.10.1 The recommendation shall address the candidate's competence in the performance of duties and promise of continuing development, and will be governed by the criteria for the granting of permanency as set out in [III.10.4](#), and the Librarians' Committee approved written standards for the application of the criteria.
- III.10.8.10.2 Where relevant, the Chair of the Library Permanency Committee shall forward to the University Librarian, for consideration by COAP, a recommendation of the Library Permanency Committee concerning promotion to Librarian III, and all supporting arguments and all correspondence and documentation considered by the Library Permanency Committee.
- III.10.8.11 The University Librarian will forward all materials in the permanency file to COAP, and following COAP's recommendation, the Chair of COAP will forward all materials in the permanency file to the Provost and Vice President Academic.
- III.10.9 Recommendation of COAP to the Provost and Vice President Academic
- III.10.9.1 All members of COAP shall review all the submissions and recommendations pertaining to permanency in the context of the criteria set out in [III.10.4](#) above and the Librarians' Committee approved written standards for the application of the criteria, and shall have access to all materials tabled in the Library Permanency Committee.
- III.10.9.2 The meetings of COAP for all deliberations regarding permanency for professional librarians shall be conducted according to the procedures set out below.
- III.10.9.2.1 COAP shall be chaired by the University Librarian. The University Librarian shall be non-voting.
- III.10.9.2.2 Quorum for COAP meetings, at which a permanency file is being discussed and/or voted on, shall be six (6) of eight (8) voting members, with at least one (1) voting member from the

Library.

- III.10.9.2.3 Decisions at COAP shall be made by formal vote. Votes on motions regarding Library Permanency Committee recommendations for or against permanency shall be conducted by secret ballot. Committee members may abstain from voting only if they have declared a conflict of interest or have been deemed to be in a conflict of interest. A simple majority of votes carries. A record of the results of each vote will be kept in the minutes. COAP minutes shall be kept for twelve (12) months after the permanency decision has been issued or until the end of any related grievance or arbitration.
- III.10.9.2.4 Members of COAP shall maintain confidentiality regarding COAP's deliberations and decisions, unless, as a result of a grievance process, legal or contractual proceedings require otherwise. Committee members who violate this requirement of confidentiality shall be removed from COAP by the Chair of COAP.
- III.10.9.2.5 Notwithstanding the confidential nature of the deliberations and decisions leading to recommendations of COAP, any allegations of procedural irregularities may be brought to the attention of the Provost and Vice President Academic or any TUFA officer.
- III.10.9.3 Prior to rendering its decision, COAP may, giving reasons, request the University Librarian to ask that the Library Permanency Committee and/or the candidate provide further evidence and/or supporting documentation, provided such information is specified in this Agreement as belonging in a permanency file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's permanency file.
- III.10.9.4 COAP by formal vote may:
- (i) endorse a recommendation concerning permanency from the Library Permanency Committee, in which case COAP recommends to the University Librarian that the recommendation from Library Permanency Committee be upheld; or
 - (ii) giving reasons, request the University Librarian to ask that the Library Permanency Committee reconsider its recommendation concerning permanency. As part of its request for reconsideration, COAP may request the University Librarian to ask that the Library Permanency Committee and/or the candidate provide further evidence and/or supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a permanency file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's permanency file. In the event that such a request from COAP would result in more than two (2) external assessments in the permanency file, approval of Joint Committee is required. When a request that the Library Permanency Committee reconsider its recommendation is made, the candidate shall have access to the full contents of his/her permanency file, including any confidential letters from students, faculty, and external assessors, with identities masked, and the reasons provided by COAP to the University Librarian in its request that the Library Permanency Committee reconsider its recommendation; or
 - (iii) refuse to endorse a recommendation concerning permanency from the Library Permanency Committee, but shall not do so without good reason based on the criteria for the granting of permanency as provided for in [III.10.4](#) and the

Librarians' Committee approved written standards for the application of the criteria, or a finding of determinative procedural or substantive error or bias, in which case COAP recommends to the University Librarian that the recommendation from the Library Permanency Committee not be upheld.

- III.10.9.5 The Recording Secretary of COAP shall provide to the University Librarian a detailed written account of COAP's reasons for its recommendation. This written account will be reviewed and approved by the members of COAP prior to its being provided to the University Librarian. This report shall be included in the candidate's permanency file.
- III.10.9.6 In the event that, after receiving the recommendation from COAP, the University Librarian upholds the recommendation of permanency made by the Library Permanency Committee, the University Librarian shall recommend to the President that the member be granted permanency.
- III.10.9.7 In the event that COAP refuses to endorse a positive recommendation of permanency from the Library Permanency Committee, the University Librarian shall so inform the candidate and the Library Permanency Committee, setting out in writing COAP's reasons. This statement of reasons shall reflect the actual grounds for COAP's recommendation, be substantive in nature, and be clearly related to the criteria for the granting of permanency as defined in this Agreement. The candidate and the Library Permanency Committee shall have the right to submit a written response within two (2) weeks to the University Librarian. The University Librarian shall consider any such written response before he/she makes a recommendation to the President.
- III.10.9.8 In the event that the Library Permanency Committee recommends against permanency, the University Librarian, after having received a recommendation from COAP, shall so inform the candidate. The University Librarian shall request the Chair of the Library Permanency Committee to state in writing the reasons for the Library Permanency Committee's decision, and the University Librarian shall convey these to the candidate. This statement of reasons shall reflect the actual grounds for the decision, be substantive in nature, and be clearly related to the criteria for the granting of permanency as defined in this Agreement. The candidate shall have the right to submit a written response within two (2) weeks to the University Librarian. The University Librarian shall consider the candidate's written response before he/she makes a recommendation to the President.
- III.10.10 Permanency Decision
- III.10.10.1 Following receipt of the recommendation from the Library Permanency Committee and COAP, and any subsequent responses from the candidate and/or the Library Permanency Committee, the University Librarian shall make a recommendation on permanency.
- III.10.10.1.2 The University Librarian, giving reasons, may ask that the Library Permanency Committee and/or the candidate provide further evidence and/or supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a permanency file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's permanency file. In the event that such a request from the University Librarian would result in more than two (2) external assessments in the permanency file, approval of Joint Committee is required.
- III.10.10.2 The University Librarian shall provide a copy to the candidate of the letter of recommendation which he/she intends to forward to the President. This letter shall set out the

University Librarian's reasons for his/her recommendation.

- III.10.10.3 The candidate may provide a written response within two (2) weeks to the University Librarian's letter, to be included in the materials to be forwarded by the University Librarian to the President.
- III.10.10.4 The University Librarian will forward all materials in the permanency file to the President.
- III.10.10.5 The President, giving reasons, may ask that the Library Permanency Committee and/or the candidate provide further evidence and/or supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a permanency file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's permanency file. In the event that such a request from the President would result in more than two (2) external assessments in the permanency file, approval of Joint Committee is required.
- III.10.10.5.1 Following receipt of the recommendation from the University Librarian and the candidate's permanency file, including all prior recommendations and responses, if any, the President shall make a recommendation to the Board to grant permanency or make a decision to deny permanency.
- III.10.10.6 If the President decides to deny permanency, the candidate shall be so informed and shall receive in writing a statement of reasons from the President. This statement of reasons shall reflect the actual grounds for the President's decision, be substantive in nature, and be clearly related to the criteria for the award of permanency as defined in this Agreement.
- III.10.10.7 A decision to grant permanency to a member shall be made subsequent to the Library Permanency Committee making a positive recommendation to the University Librarian, and the University Librarian making a positive recommendation to grant permanency to the President and the President making a positive recommendation to grant permanency to the Board. A decision to grant permanency will be made by the Board and communicated to the candidate, the Chair of the Library Permanency Committee, the University Librarian, the Chair of COAP, and the Provost and Vice President Academic by the President.
- III.10.10.8 The decision to promote to Librarian III simultaneous with the granting of permanency shall be made subsequent to the University Librarian making a positive recommendation to promote to Librarian III to the President and the President making a positive recommendation to promote to Librarian III to the Board. A decision to promote to Librarian III will be made by the Board and communicated to the candidate and the University Librarian by the President.
- III.10.10.9 Permanency decisions and/or decisions to promote to Librarian III take effect upon the end of probationary period.
- III.10.11 Retention of a Permanency File
- Following the Employer's notification described in [III.10.10](#), any materials submitted electronically in the Permanency File shall be retained by the Employer for a period of seven years and then destroyed, with the exception of materials described in [IV.17.5.1](#).

III.11 Promotion of Professional Librarians

III.11.1 Definition of a Promotion Decision

III.11.1.1 A decision to promote or not promote constitutes a promotion decision.

III.11.1.2 A decision to promote shall be made by the Board only on the recommendation of the President, who shall first receive a recommendation from the University Librarian, following the University Librarian's receipt of a recommendation from COAP and from the relevant Library Personnel Committee. A decision to deny promotion shall be made by the University Librarian or the President.

III.11.1.3 Promotion shall not be granted without a positive recommendation from the University Librarian and the President, provided that each carries out the duties assigned in the promotion process under this Agreement without determinative procedural or substantive error or bias.

III.11.2 Eligibility to be Considered for Promotion

III.11.2.1 Librarians at ranks I, II and III are eligible to be considered for promotion during the academic year in which they are on the step of their current rank scale immediately below the lowest step in the next highest rank scale. The University Librarian shall inform candidates of their eligibility to be considered for promotion by July 1st of the first year in which they are eligible for consideration. Requests to be considered for promotion, which must be in writing to the Chair of the Library Personnel Committee, copied to the University Librarian, may be made no later than October 15th of any year in which the candidate wishes to be considered for promotion.

III.11.2.2 When members are recommended by the University Librarian to the President for a merit award which would have the effect, when awarded, of placing them at a point at which they would be eligible to be considered for promotion, they may immediately request to be considered for promotion in writing to the Chair of the Library Personnel Committee, copied to the University Librarian. If not promoted at this point, members shall be considered for promotion in any subsequent year that they so request as per the provisions of [III.11.2.1](#).

III.11.2.3 When a candidate is eligible for consideration for both permanency and promotion to Librarian III in the same academic year, the granting of permanency entails promotion in the same year, unless there is an overriding failure to satisfy the [IV.1.2](#) (ii) obligations under [III.11.3.1.1](#). Recommendations for promotion to Librarian III that are coincident with recommendations for permanency may be made by the Library Permanency Committee to the University Librarian. See [III.10.8.9](#).

III.11.3 Criteria for Promotion

III.11.3.1 Criteria for Promotion to Librarian III

III.11.3.1.1 A candidate who is being recommended for permanency and who is simultaneously eligible to be considered for promotion to Librarian III shall be recommended for promotion to Librarian III by the Library Permanency Committee, provided that the candidate is competent in the performance of the duties; shows an interest in general library policy; and has demonstrated an interest and activity in at least one of the following: making contributions to the profession at large; scholarship, research, and university teaching; university service or professionally-related community service.

- III.11.3.1.2 When a member who was not promoted to Librarian III at the time he/she was awarded permanency requests at a later date to be considered for promotion to Librarian III (see [III.11.2.1](#)), the Departmental/Program Personnel Committee shall make a recommendation to the University Librarian, based on whether the member has continued to fulfil the criteria for the granting of permanency, and is entirely satisfactory in the performance of the duties and responsibilities as set out in [IV.1.2](#).
- III.11.3.2 Criteria for Promotion to Librarian IV
- III.11.3.2.1 The criteria for promotion to Librarian IV shall be: satisfactory in the performance of professional duties in the Library, and an effective contributor to the shaping of library or archives policy; significant contributions to the profession at large and/or in scholarship, research and university teaching; and active participation in university service or professionally-related community service. The Librarians' Committee will formally adopt written specific standards for the application of these criteria. These standards shall be binding upon the Library Personnel Committee, provided that they have first been approved by the University Librarian, and made available for information and discussed at Faculty Board and Joint Committee.
- III.11.4 Timing
- III.11.4.1 The Chair of the Library Personnel Committee shall forward the Committee's recommendation for or against promotion to the University Librarian by the fourth (4th) Wednesday of the winter term. If circumstances prevent the Library Personnel Committee from meeting this deadline, the Chair of the Library Personnel Committee shall inform the University Librarian in writing, with a copy to the candidate. COAP, the University Librarian, and the President will work within a timeline which will, under normal circumstances, permit the President to convey a decision regarding promotion to the candidate by June 30th of the year in which the promotion hearing was initiated.
- III.11.4.2 Once a decision to promote has been made by the Board, it shall take effect on July 1st. If a decision to promote is delayed because of reconsideration beyond June 30th of the academic year in which promotion hearing was initiated, promotion shall take effect retroactively to July 1st.
- III.11.5 Composition of the Library Personnel Committee
- III.11.5.1 Library Personnel Committees shall be elected annually by and amongst members of the Librarians' Committee. Consideration should be paid to representation of designated groups as defined by Employment Equity legislation. The Chair of the Library Personnel Committee shall vote.
- III.11.5.2 When a candidate holds an appointment in more than one academic unit, the Library Personnel Committee shall also include a member from the non-home unit, with full voting rights. This member will be appointed by the University Librarian, in consultation with the Chair of the Library Personnel Committee and the candidate.
- III.11.6 Promotion Files
- III.11.6.1 The Chair of the Library Personnel Committee shall inform the members of the Library Personnel Committee, by September 15th of each year, whether any members of the Library have requested to be considered for promotion under the provisions of [III.11.2.1](#) or [III.11.2.2](#).

with the exception of those candidates who are eligible to be considered for promotion to Librarian III simultaneous with being considered for permanency.

- III.11.6.1.2 A candidate who wishes to be considered for promotion to Librarian IV must notify the Chair of the Library Personnel Committee, copied to the University Librarian, by September 1st whether he/she wishes his/her candidacy to be considered by the criteria as specified in [III.11.3](#).
- III.11.6.2 Candidates are responsible for assembling their own promotion file and for delivering it to the Library Personnel Committee by October 15th.
- III.11.6.3 The promotion file shall consist of all materials provided by the member pursuant to [III.11.6.9](#), and all other material, reports, assessments and candidate responses compiled under this Article.
- III.11.6.4 The promotion file shall not contain any letters not solicited either by the candidate, according to the provisions of [III.11.6.9](#) (e), or by the Chair of the Library Personnel Committee or by the University Librarian, according to the procedures set out in this agreement, with the exception of the Library Personnel Committee's letter of recommendation, the report from COAP (see [III.11.8.5](#)), and the University Librarian's letter of recommendation.
- III.11.6.5 The promotion file shall not contain any unsigned material.
- III.11.6.6 After the promotion file has been submitted to the Library Personnel Committee and before the promotion file has been forwarded to the University Librarian, the candidate can add new material to the file only if the new material that the candidate is adding is sufficiently significant that it might affect the recommendation or decision.
- III.11.6.7 No material can be removed from the promotion file without the agreement of the candidate, the Library Personnel Committee, the University Librarian and the Association
- III.11.6.8 After submitting his/her promotion file to the Library Personnel Committee, the candidate shall have access to the promotion file only under conditions specified in [III.11.7.5](#) and [III.11.8.4](#) (ii) below.
- III.11.6.9 By October 15th, the Member shall provide the following materials to the Library Personnel Committee:
- (a) an up-to-date curriculum vitae indicating clearly the performance of professional librarian duties, by date;
 - (b) where relevant, copies of professional publications; copies of creative work (or citations to same); evidence of conference presentations; copies of library subject guides, course guides and pathfinders; manuscripts under consideration and evidence of their status; evidence of grant applications; evidence of professional and scholarly contributions;
 - (c) copies of library instructional workshop syllabi; evidence of service to the University, to the community and to the profession at large; evidence of professional recognitions such as service awards, as appropriate; and other documentation as relevant;

- (d) any additional information identified in the Librarians' Committee written standards for the application of the permanency criteria;
- (e) any additional information about his/her professional accomplishments that the candidate deems relevant.

- III.11.6.9.1 In addition, the candidate shall include a covering letter which serves as a guide to the candidate's promotion file for members of the Library Personnel Committee, COAP, the University Librarian, and the President.
- III.11.6.10 The Library Personnel Committee shall follow a fair and reasonable plan to secure the views of librarians and faculty, and the Chair of the Library Personnel Committee shall include a report on this plan when he/she submits the recommendation of the Library Personnel Committee to the University Librarian.
- III.11.6.10.1 In the case of promotion to Librarian IV the views of two (2) qualified assessors from outside the University will normally be sought. In all cases where the views of external assessors are sought under this Article, the procedures in [III.11.6.11](#) shall be followed.
- III.11.6.10.2 The Chair of the Library Personnel Committee shall invite librarians to comment on the candidate's performance of professional duties, scholarly and research contributions, contributions to the profession at large, and service to the university and the community. With the candidate's permission, the Chair of the Library Personnel Committee may contact members of the University outside the Library to comment on the candidate's scholarly and research contributions, contributions to the profession at large, and service to the university and the community. The Chair of the Library Personnel Committee shall make available the non-confidential parts of the candidate's promotion file. Confidential materials include any letters by librarians, faculty, or externals written with the expectation of confidentiality. Colleagues shall be given at least ten (10) working days to submit their comments. Such written views from colleagues will be added to the candidate's promotion file.
- III.11.6.11 External Assessors
- III.11.6.11.1 Any external assessors sought as part of a candidate's promotion consideration shall be selected according to this Article. The Chair of the Library Personnel Committee shall provide to the University Librarian the names of at least four (4) qualified assessors from outside of Trent, at least two (2) of whom shall be the choice of the Library Personnel Committee and at least two (2) of whom shall be the choice of the candidate. The Chair of the Library Personnel Committee shall provide the University Librarian with a summary of professional background or a brief c.v. as applicable and contact information for each of the assessors, as well as a rationale for the selection of assessors. Two assessors, one (1) named by the Library Personnel Committee and one (1) named by the candidate, shall be requested by the University Librarian to furnish assessments of the candidate's scholarly and research contributions and/or contributions to the profession at large, in accordance with the criteria as specified in [III.11.3](#) by which the candidate elects to be assessed and, where relevant, the Librarians' Committee approved written standards for the application of the criteria. On receipt of the assessors' reports, the University Librarian shall place them in the candidate's promotion file.
- III.11.7 Recommendation of the Library Personnel Committee
- III.11.7.1 The members of the Library Personnel Committee shall review the contents of the candidate's promotion file and shall meet to discuss the candidate's promotion application.

- III.11.7.2 Quorum for Library Personnel Committee meetings, at which a promotion file is being discussed and/or voted on, shall be all members of the Library Personnel Committee, save any members who are in a conflict of interest. Members who are in a conflict of interest will recuse themselves from any Library Personnel Committee meetings at which the relevant promotion file is being discussed and/or voted on.
- III.11.7.2.1 Committee decisions shall be made by formal vote. Votes shall be conducted by secret ballot. Committee members may not abstain from voting. A simple majority of votes carries. A record of the results of the vote as well as the minutes of all Library Personnel Committee meetings shall be forwarded to the Office of the University Librarian when the Chair of the Library Personnel Committee forwards the Library Personnel Committee's recommendation to the University Librarian. Such records are confidential, and the Library Personnel Committee's minutes will not form part of the promotion file. They shall be kept for twelve (12) months after the promotion decision has been issued or until the end of any related grievance or arbitration.
- III.11.7.2.2 Members of the Library Personnel Committee shall maintain confidentiality regarding the Library Personnel Committee's deliberations and decisions, unless, as a result of a grievance process, legal or contractual proceedings require otherwise. Committee members who violate this requirement of confidentiality shall be removed from the Library Personnel Committee by the Chair of the Library Personnel Committee.
- III.11.7.2.3 Notwithstanding the confidential nature of the deliberations and decisions leading to recommendations of the Library Personnel committee, any allegations of procedural irregularities may be brought to the attention of the University Librarian or any TUFA officer.
- III.11.7.3 Prior to rendering its decision, the Library Personnel Committee may, giving reasons, request the candidate to provide further evidence and/or supporting documentation, provided such information is specified in this Agreement as belonging in a promotion file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's promotion file.
- III.11.7.4 If the Library Personnel Committee has serious reservations about the qualification of the candidate for promotion, the Chair of the Library Personnel Committee shall so inform the candidate, and set out in writing the reasons for its reservations. The candidate shall have the right to request reconsideration by the Library Personnel Committee before it makes its recommendation to the University Librarian.
- III.11.7.5 Should the candidate request reconsideration, the candidate shall submit a written response within two (2) weeks to the Chair of the Library Personnel Committee. The evidence to be considered by the Library Personnel Committee in its reconsideration is to be confined to the candidate's promotion file, the candidate's written response, and whatever additional relevant information the candidate provides. In preparing a written response, the candidate shall have access to the full contents of his/her promotion file, including the confidential letters from librarians, faculty, and external assessors, as appropriate, with identities masked.
- III.11.7.6 After considering all the submissions and discussing the case in the context of the criteria for the awarding of promotion as set out in [III.11.3](#) and the relevant Librarians' Committee approved written standards for the application of the criteria, and, where applicable, having considered a candidate's request for reconsideration as per [III.11.7.5](#), the Library Personnel Committee shall, by formal vote, make one of the following recommendations to the

University Librarian:

- (i) grant promotion
- (ii) not grant promotion

- III.11.7.7 The letter transmitting the Library Personnel Committee's recommendation will be reviewed and approved by the members of the Library Personnel Committee prior to the Chair of the Library Personnel forwarding the letter to the University Librarian.
- III.11.7.8 The Chair of the Library Personnel Committee shall provide a copy to the candidate of the Library Personnel Committee's recommendation which the Chair of the Library Personnel Committee intends to forward to the University Librarian. The Committee's recommendation shall include reasons for the recommendation and a numerical record of the vote.
- III.11.7.8.1 The candidate may provide a written response within two (2) weeks to the Library Personnel Committee's letter, to be included in the promotion file to be forwarded by the Chair of the Library Personnel Committee to the University Librarian with the recommendation of the Library Personnel Committee.
- III.11.7.9 The Chair of the Library Personnel Committee shall forward to the University Librarian, for consideration by COAP, the recommendation concerning promotion of the Library Personnel Committee, the candidate's response, if any, all supporting arguments and all correspondence and documentation considered by the Library Personnel Committee, and a report on the procedures followed.
- III.11.7.9.1 The recommendation shall address the candidate's performance of professional duties, scholarly and research contributions, contributions to the profession at large, and service to the university and the community, and will be governed by the criteria for the granting of promotion as set out in [III.11.3](#) and the relevant Librarians' Committee approved written standards for the application of the criteria.
- III.11.8 Recommendation of COAP to the University Librarian
- III.11.8.1 COAP shall review all the submissions and recommendations pertaining to promotion in the context of the criteria set out in [III.11.3](#) and the relevant Librarians' Committee approved written standards for the application of the criteria, and shall have access to all materials tabled in the Library Personnel Committee.
- III.11.8.2 The meetings of COAP for all deliberations regarding promotion of professional librarians shall be conducted according to the procedures set out below.
- III.11.8.2.1 COAP shall be chaired by the University Librarian. The University Librarian shall be non-voting.
- III.11.8.2.2 Quorum for COAP meetings, at which a promotion file is being discussed and/or voted on, shall be six of eight voting members, with at least one voting members from the Library.
- III.11.8.2.3 Decisions at COAP shall be made by formal vote. Votes on motions regarding Library Personnel Committee recommendations for or against promotion shall be conducted by secret ballot. Committee members may abstain from voting only if they have declared a conflict of interest or have been deemed to be in a conflict of interest. A simple majority of votes carries. A record of the results of each vote will be kept in the minutes. COAP minutes

shall be kept for twelve (12) months after the promotion decision has been issued or until the end of any related grievance or arbitration.

- III.11.8.2.4 Members of COAP shall maintain confidentiality regarding COAP's deliberations and decisions, unless, as a result of a grievance process, legal or contractual proceedings require otherwise. Committee members who violate this requirement of confidentiality shall be removed from COAP by the Chair of COAP.
- III.11.8.2.5 Notwithstanding the confidential nature of the deliberations and decisions leading to recommendations of COAP, and any allegations of procedural irregularities may be brought to the attention of the Provost and Vice President Academic or any TUFA officer.
- III.11.8.3 Prior to rendering its decision, COAP may, giving reasons, request the University Librarian to ask that the Library Personnel Committee and/or the candidate provide further evidence and/or supporting documentation, provided such information is specified in this Agreement as belonging in a promotion file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's promotion file.
- III.11.8.4 COAP by formal vote may:
- (i) endorse a recommendation concerning promotion from the Library Personnel Committee, in which case COAP recommends to the University Librarian that the recommendation from the Library Personnel Committee be upheld; or
 - (ii) giving reasons, request the University Librarian to ask that the Library Personnel Committee reconsider its recommendation concerning promotion. As part of its request for reconsideration, COAP may request the University Librarian to ask that the Library Personnel Committee and/or the candidate provide further evidence and/or supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a promotion file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's promotion file. In the event that such a request from COAP would result in more than two (2) external assessments in the promotion file, approval of Joint Committee is required. When a request that the Library Personnel Committee reconsider its recommendation is made, the candidate shall have access to the full contents of his/her promotion file, including any confidential letters from students, faculty, and external assessors, with identities masked, and the reasons provided by COAP to the University Librarian in its request that the Library Personnel Committee reconsider its recommendation; or
 - (iii) refuse to endorse a recommendation concerning promotion from the Library Personnel Committee, but shall not do so without good reason based on the criteria for the granting of promotion as provided for in [III.11.3](#) and the relevant Librarians' Committee approved written standards for the application of the criteria, or a finding of determinative procedural or substantive error or bias, in which case COAP recommends to the University Librarian that the recommendation from the Library Personnel Committee not be upheld.
- III.11.8.5 The Recording Secretary of COAP shall provide to the University Librarian a detailed written account of COAP's reasons for its recommendation. This written account will be

reviewed and approved by the members of COAP prior to its being provided to the University Librarian. This report shall be included in the candidate's promotion file.

- III.11.8.6 In the event that, after receiving the recommendation from COAP, the University Librarian upholds the recommendation for promotion made by the Library Personnel Committee, the University Librarian shall recommend to the President that the member be granted promotion.
- III.11.8.7 In the event that COAP refuses to endorse a positive recommendation for promotion from the Library Personnel Committee, the University Librarian shall so inform the candidate and the Library Personnel Committee, setting out in writing COAP's reasons. This statement of reasons shall reflect the actual grounds for COAP's recommendation, be substantive in nature, and be clearly related to the criteria for the granting of promotion as defined in this Agreement. The candidate and the Library Personnel Committee shall have the right to submit a written response within two (2) weeks to the University Librarian. The University Librarian shall consider any such written response before he/she makes a recommendation for promotion to the President or a decision to deny promotion.
- III.11.9 Promotion Decision
- III.11.9.1 Following receipt of the recommendation from the Library Personnel Committee and COAP, and any subsequent responses from the candidate and/or the Library Personnel Committee, the University Librarian shall make a recommendation for promotion to the President or a decision to deny promotion.
- III.11.9.1.2 The University Librarian, giving reasons, may ask that the Library Personnel Committee and/or the candidate provide further evidence and/or supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a promotion file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's promotion file. In the event that such a request from the University Librarian would result in more than four (4) external assessments in the promotion file, approval of Joint Committee is required.
- III.11.9.2 If the University Librarian decides to deny promotion, the candidate shall be so informed and shall receive in writing a statement of reasons from the University Librarian. This statement of reasons shall reflect the actual grounds for the University Librarian's decision, be substantive in nature, and be clearly related to the criteria for the granting of promotion as defined in this Agreement.
- III.11.9.3 If the University Librarian is recommending for promotion, he/she shall provide a copy to the candidate of the letter of recommendation which he/she intends to forward to the President. This letter shall set out the University Librarian's reasons for his/her recommendation for promotion.
- III.11.9.4 The University Librarian will forward all materials in the promotion file to the President when he/she forwards his/her recommendation for promotion.
- III.11.9.5 The President, giving reasons, may ask that the Library Personnel Committee and/or the candidate provide further evidence and/or supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a promotion file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation

shall be added to the candidate's promotion file. In the event that such a request from the President would result in more than four (4) external assessments in the promotion file, approval of Joint Committee is required.

- III.11.9.5.1 Following receipt of the recommendation from the University Librarian and of the candidate's promotion file, including all prior recommendations and responses, if any, the President shall make a recommendation to the Board to grant promotion or make a decision to deny promotion.
- III.11.9.6 If the President decides to deny promotion, the candidate shall be so informed and shall receive in writing a statement of reasons from the President. This statement of reasons shall reflect the actual grounds for the President's decision, be substantive in nature, and be clearly related to the criteria for the granting of promotion as defined in this Agreement.
- III.11.9.7 A decision to grant promotion to a member shall be made subsequent to the University Librarian making a positive recommendation to grant promotion to the President and the President making a positive recommendation to grant promotion to the Board. A decision to grant promotion will be made by the Board and communicated to the candidate, the Chair of the Library Personnel Committee, and the Chair of COAP by the President.
- III.11.9.8 Promotion decisions take effect the July 1st following the October 15th deadline for the submission of the promotion file.

III.12 Merit

- III.12.1 Thirty-five (35) merit awards shall be available in each academic year.
- These shall be allocated annually among tenured/permanent bargaining unit members on the basis of the provisions of this section. Probationary members will also be eligible commencing in the second year of their appointment. The procedure for determining who is to be awarded merit in any academic year (i.e., July 1 to June 30) shall be undertaken in the same academic year. For those selected, the payment will be made retroactive to the beginning of the academic year concerned. In those years when the Collective Agreement is being negotiated, COAP will proceed on the assumption that the number of merit awards will not be reduced. In any year in which the number of merit awards awarded is less than the number available, remaining funds shall be allocated to the Dean's contingency fund.
- III.12.2 All merit awards shall be single career development increments. Members will be permitted to exceed a stated salary ceiling, at any rank and by way of merit only, to a maximum indicated by the bracketed salary steps indicated in Schedule A.
- III.12.3 Merit awards shall be allocated as follows:
- In the case of faculty members, exceptional performance in at least one of teaching, research, or university service, and satisfactory performance in the other specified areas.
 - In the case of librarians, exceptional performance of library duties. In this case, one of the following is required in addition: contribution to the profession at large, scholarship, university teaching, university service, or professionally related community service.

(Note: the number of merit awards allocated annually for librarians - see [Appendix A.](#))

- III.12.4(a) In the case of members other than departmental/program Chairs, recommendations concerning such merit awards shall be made to the Chair by the Departmental/ Program Personnel Committee acting on its own initiative or on the suggestion of the Chair. Such recommendations shall be transmitted together with the Chair's own recommendation in each case to the Dean who, after consultation with COAP, shall make a recommendation to the Provost and Vice President Academic. The Provost and Vice President Academic, in turn, shall make a recommendation to the President, who, in turn, shall make a recommendation to the Board.
- III.12.4(b) In the case of librarians, such merit awards shall be recommended by the Library Personnel Committee and forwarded to the University Librarian, who, after consultation with COAP, shall make a recommendation to the President, who in turn shall make a recommendation to the Board.
- III.12.5 In the case of consideration of merit awards for departmental/program Chairs, the Departmental/Program Personnel Committee shall designate a Deputy Chair who shall fulfill the role of departmental/program Chair for the purposes of [III.12.4\(a\)](#).
- III.12.6 In the case of members serving in more than one (1) department/program, the Dean shall solicit the recommendation of the Chair, other than the Chair of the department/program initiating the recommendation, prior to submitting a recommendation to the President.
- III.12.7(a) Except as indicated in the special provisions for Chairs in [III.12.5](#), no merit award shall be awarded unless there is a favourable recommendation from at least the Chair of a department/program in which a member teaches, or the Departmental/Program Personnel Committee of such a department/program.
- III.12.7(b) No merit award shall be awarded to a librarian without a favourable recommendation from the Library Personnel Committee, unless the University Librarian informs the Library Personnel Committee of the reasons for such a recommendation.
- III.13 Role of Chairs/Directors
- III.13.1 Chairs/Directors are members to whom certain academic administrative responsibilities are delegated.
- III.13.1.1 Accountable to the Dean, the Chair/Director is the departmental/program academic administrative spokesperson in respect of (but not limited to) teaching; the development and delivery of undergraduate curricula and programs; creating a fair, equitable, and supportive environment for student learning and engagement; supporting faculty involvement in scholarly activity; stewardship of the human and financial resources of the Department; representing the Department in the University; and liaison with the profession and the community.
- III.13.1.2 The Chair/Director administers the affairs of the Department/ Program after appropriate consultation with its members, ensuring collegiality and collegial decision making within the Department/Program. In representing the Department/Program in an official capacity, Chairs/Directors will present the Department/Program's position.
- III.13.1.3 Although responsible for carrying out the duties and responsibilities outlined in this Article, the Chair/Director, as a member of the faculty, remains an academic for whom teaching and research are also fundamental career rights.

- III.13.1.4 Chairs/Directors will not administer discipline with respect to TUFA members and will not be requested by the Employer to attend meetings with a TUFA member the purpose of which is to discuss discipline related to that member.
- III.13.1.5 In addition to other duties specifically assigned to Chairs/Directors in this agreement, the duties and responsibilities of Chairs/Directors-normally include the following:
- (a) provide leadership and initiative in the development of the Department/Program's curricula, academic planning, programs, and research activity, including liaison with the broader academic community within his/her discipline where appropriate;
 - (b) provide leadership in the career development of members of the Department/Program;
 - (c) in keeping with the local norms of the Department/ Program, convene such regular meetings of the faculty within the Department/Program as are required to facilitate collegiality and collegial decision-making. This includes, but is not necessarily restricted to, circulating agendas prior to meetings; arranging for notes (or formal minutes) of meetings to be taken and circulated in timely fashion; and allowing for the presentation of formal motions, discussions and votes as required;
 - (d) oversee the work of such committees as may be established by the Department/Program from time to time;
 - (e) represent the Department/Program's interests in academic administrative matters. In cases where the members of the Department/Program are divided on a particular matter, the Chair/Director will, after appropriate discussion and attempts to reach consensus, represent the views within the Department/Program, and where a vote has been taken the view of the majority;
 - (f) administer departmental budgets and staffing plans;
 - (g) oversee administrative and clerical functions and supervise non-TUFA staff within the Department/ Program;
 - (h) attend central administrative meetings (for example, Faculty Board) and report to the Department/ Program;
 - (i) ensure that the Department/Program Committee, the Department/Program Personnel Committee and the Department/Program Tenure Committees are constituted as provided for elsewhere in this agreement;
 - (j) ensure that effective communication is maintained with students in the Department/Program's courses and programs; involve them, where appropriate, in Department/Program activities and discussions; and address student complaints and concerns unresolved by faculty and/or staff;
 - (k) ensure that Department/Program proposals are discussed, voted upon, and moved toward the appropriate University bodies, ensuring that Senate and other applicable University regulations/policies are observed;
 - (l) on behalf of the Department/Program, recommend CUPE appointments to the Dean;

- (m) responsibilities as outlined under [IV.3](#).

III.14 Appointment of Departmental/Program Chairs

- III.14.1 In the final year of a Chair's term of office, or when a vacancy occurs, the Dean shall initiate proceedings for the selection of a successor, or for reappointment of the incumbent Chair.
- III.14.2 The Departmental/Program Committee shall meet to discuss the requirements of the position, and shall elect a search committee which excludes the incumbent Chair and which may include up to two (2) students. The Dean shall appoint an additional member of the search committee from outside the department/program.
- III.14.3 The search committee shall submit a single name, or two (2) names if it prefers, to the Departmental/Program Committee for approval or choice.
- III.14.4 Once a proposed candidate is approved by the Departmental/Program Committee, the Chair of the search committee shall forward the search committee's recommendation to the Dean.
- III.14.5 If the Dean approves the proposed appointee, that recommendation shall be forwarded to the Provost and Vice President Academic, who shall convey it to the President. The President in turn shall make a recommendation to the Board.
- If the Dean does not approve the proposed appointee, the Departmental/Program Committee shall be asked to reconsider the matter.
- No appointment of a Chair shall be made without a positive recommendation from the Departmental/Program Committee, the Dean, and the President.
- III.14.6 Acting Chairs may be appointed by the Dean for short terms or in special circumstances. Such appointments may not exceed a term of one (1) year.

III.15 Academic Administrators

- III.15.1 Academic administrators are persons who, in addition to their administrative office, hold probationary or tenured faculty appointments in departments or programs, but who are excluded by definition from the bargaining unit because of their administrative office.
- III.15.2 Faculty and librarian members who are appointed as academic administrators or as members of the Board of Governors shall retain their academic status within their departments or programs. During their term of administrative or Board service, they shall be deemed eligible for consideration by Departmental/Program Personnel Committees, departmental/program Chairs, COAP, the Dean and Provost and Vice President Academic for career development decisions, including merit awards, on the basis of their academic achievements over that period. Where an academic administrator or faculty member on the Board of Governors is awarded a merit award, such shall be in addition to the number provided for in [III.12.1](#).

III.15.3 Re-entry

Academic administrators, as defined above, and faculty members on the Board of Governors, shall retain the right to enter or re-enter on a full-time basis their departments or programs,

and the right to enter or re-enter the bargaining unit, at such time as they relinquish their academic administrative or Board appointments.

An individual re-entering the bargaining unit shall normally return to the department or program of which s/he were a member before receiving the administrative or Board appointment. When entering the bargaining unit for the first time, the individual shall normally remain in the department or program which initially accepted her/his qualifications (see III.5.3.3). Alternatively, in either case, the individual could return to a different department or program in accordance with the provisions of [III.19](#).

III.15.4 Any member entering or re-entering the bargaining unit after service as an academic administrator or as a member of the Board of Governors shall be placed at a salary step determined by the Board and consistent with the provisions of this Agreement concerning promotion, merit and tenure, and shall enjoy all rights and privileges and accept duties and responsibilities of members according to [IV.1.1](#) and [IV.1.2](#).

III.16 Courses Outside the Regular Academic Session

III.16.1 Where they have voluntarily agreed to do so, and with the consent of the Dean, members may teach one (1) or more university credit course(s) outside the regular academic session, 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.16.1](#)(a). Such consent shall not be withheld unreasonably.

- III.16.1(a)
- (i) By October 1st of each year for the Summer Session, Departments/Programs will be advised that the process of planning for Summer, Fall/Winter and Off-campus course offerings has commenced;
 - (ii) By November 15th for Summer Session and by January 15th for the Fall/Winter Off-campus programming, a list of the courses to be offered shall be circulated to all members; and,
 - (iii) Members shall indicate in writing, after the dates in (ii) above, and by no later than January 30th for Summer (February 15th for Fall/Winter Off-campus courses), if they wish to teach a Summer or Fall/Winter Off-campus credit course.

III.16.1(b) Extension or alteration of any deadlines established in accordance with [III.16.1](#)(a) shall require the written joint approval of the Dean (or designate) and of the Association.

III.16.2 A member who teaches a university credit course under [III.16.1](#) shall receive the per-course stipend provided for in [XII.3](#) of this Agreement, in all cases except:

- (a) as provided in [III.16.3.1](#) or [III.17](#) or,
- (b) when the member agrees to teach the course, where it is under-enrolled, on a reduced-stipend basis in accordance with [XII.3](#) and with existing practice.

III.16.3.1 A member may ask that a university credit course or courses under [III.16.1](#) 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.

A member who has agreed to teach a course under [III.16.1](#) 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 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.13.2.5.1](#)), and approved course releases shall be appropriately noted on the sabbatical plan;
- (iv) three (3) banked courses are required for a full research leave, one and one-half (1.5) courses are required for a half research leave;
- (v) the research project for research leave under [III.17](#) must be evaluated and approved by the appropriate internal Committee on Research (e.g. NSERC or SSHRC) based on the prospect of successful completion, and the report on the research must be submitted to the appropriate internal 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 duties, with the exception of their teaching duties, including: academic advising, departmental/program committee work, and other university service with the exceptions noted in [IV.5.2](#);
- (viii) if the appropriate internal 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 Vice President of Research shall inform the member of the denial and the reasons;
 - (b) The Vice President of 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 Vice President of Research shall convey the member's response to the appropriate internal Committee on Research;
 - (c) After considering the member's response, the appropriate internal Committee on Research shall advise the 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.17.1 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.17.2 Except for the cases provided in [III.16.3.1](#) and/or [III.17](#), teaching outside the regular academic session shall not count as time of service for any purpose other than compensation.

III.17.3 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.18 Evaluation of Teaching Performance

III.18.1.1 Any evaluation of teaching performance required as part of this collective agreement (e.g. as part of tenure or promotion considerations) shall be conducted according to this article.

III.18.1.2 The parties agree that Student Course Evaluations are valuable in contributing to the improvement of teaching within the University. Although these survey instruments provide important information about teaching performance, such opinions do not in themselves constitute an evaluation of teaching performance.

III.18.1.3 Reviews of teaching performance may not rely exclusively on Student Course Evaluations or student opinions. Full consideration shall be given all materials required and permitted as part of any evaluation of teaching performance described in this agreement.

III.18.2 Teaching Dossier

III.18.2.1 Each faculty member shall be encouraged to create a teaching dossier. Members being considered for tenure, are required to submit a teaching dossier as part of their file.

In addition, members may submit teaching dossiers for consideration in cases of merit and/or promotion; the decision not to submit teaching-related materials in the form of a teaching dossier shall not be held against a member, however, the onus remains on the member to provide sufficient evidence in support of their application.

III.18.2.2 The contents of the teaching dossier shall include Student Course Evaluations, course content as set out in course syllabi, and a statement summarizing the faculty member's teaching experience, including the number of new preparations assigned to the member. The following may also be included:

- (a) reports on classroom visitations by peers;
- (b) examples of graded written work, and grading patterns;
- (c) instruments devised for evaluating student performance such as exams and assignments;
- (d) information concerning supervision of honours and graduate students;
- (e) any other information the member deems pertinent

III.18.3 Student Course Evaluations

- III.18.3.1 Departments/programs shall develop and maintain survey instruments that are appropriate to their academic disciplines, with assistance from the Instructional Development Centre. These instruments (Student Course Evaluations) will be made available to students during the final two weeks of all classes, with the exception of those classes that are exempt by decanal approval (e.g reading courses, thesis courses).
- III.18.3.2 Members shall not be present when the students complete the course evaluations, and the surveys shall not be transmitted to the department/program by the member. Administrative assistants of departments/programs shall count, record, and number the surveys transmitted for each course. Members may elect to conduct the survey instrument online. Student Course Evaluations are for the confidential information of that member except as noted in [III.18.3.3](#), where otherwise required to be submitted by this agreement or, in other cases, at the member's discretion
- III.18.3.3 Once completed, and following the submission of final grades for the course, such surveys shall be made available in confidence to the member, the Department/Program Chair and the Dean.
- III.18.3.4 Each member's Student Course Evaluations shall be retained by the Department.

III.19 Procedures for Voluntary Transfer and Cross-appointment of Faculty

- III.19.1 An individual faculty member from one academic unit may request to be transferred, in whole or in part, to another academic unit, by written application to the Dean (or Provost and Vice President Academic, in the case of transfers involving more than one academic division) by January 15th of the previous academic year.
- III.19.2 The agreement of the Dean (or where applicable the Provost and Vice President Academic), the home unit (approved by the Department/ Program Committee) and the receiving unit (approved by the Department/Program Committee) shall be required for an individual faculty transfer. A member shall be able to grieve if either the Dean (or where applicable the Provost and Vice President Academic) or the home unit objects to the transfer. An objection to a transfer by the receiving unit shall not be the subject of a grievance.
- III.19.3 The home unit of cross-appointed faculty must be specified at the time of the cross-appointment. This will automatically be the unit allotted the larger share of the faculty member except in the case where the cross-appointment is on a .5/.5 basis. In this case, the faculty member has the right to select the home unit.
- III.19.4 The home 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 unit must request and duly consider the evaluation of the other unit concerning teaching, scholarship and university service, as appropriate.
- III.19.5 The leaves and sabbaticals requests of cross-appointed faculty are to be processed, at the departmental/program level, by the home unit, but with the provisos that:
- (a) individuals must inform the non-home unit at the time of their request to be included in the home unit's leaves and sabbaticals plan for a particular year. Individuals must also inform the non-home unit of any existing plans at the time

of cross-appointment;

- (b) the home unit must consult the non-home unit before making a final decision about a cross-appointed member's leave request; and,
- (c) there must be agreement between both units regarding changes or additions to the home unit's three-year plan that directly affect the staffing plans of the other unit.

- III.19.6 The allocation of a cross-appointed faculty member across the units involved must be specified at the time of cross-appointment. Normally, cross-appointments will be allocated on a .7/.3 basis; however, with the Dean's approval, any other allocation, including 1.0/0.0, may be specified.
- III.19.7 The teaching and other responsibilities allocated to a cross-appointed faculty member in each academic unit should be approximately proportional to the norms accepted by that unit. However, by agreement between the units and the individual, these proportions may be regarded flexibly. In the event of a dispute, the Dean (or where applicable the Provost and Vice President Academic) would be arbiter and have the final decision.
- III.19.8 The cross-appointed faculty member has the same rights of participation in each of the units as if located as a regular full-time member of those units. In cases which concern both units, the cross-appointed member shall only vote in her/his home unit.
- III.19.9 Cross-appointments and transfers shall be for a definite term (of between three (3) and 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.

CHAPTER IV

TERMS AND CONDITIONS OF EMPLOYMENT

IV.1 Duties and Responsibilities

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

- (i) to perform the teaching duties allocated under the procedures outlined in [IV.3](#) 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, and reasonable adherence to, academic course syllabuses;
 - (b) conscientious 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 and the requirements of Senate;
- (ii) to engage in research 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.5.2](#); and to act as academic advisors within the college framework of the University, advising and assisting student advisees.

IV.1.2 Each librarian member shall be entitled and expected:

- (i) to perform the library duties allocated by the University Librarian under the procedures outlined in [IV.6](#), provided that the assignment of "other duties as required" does not interfere with the degree of specialization required to meet the requirements for promotion and career development;
- (ii) to accept a fair and reasonable share of administrative responsibilities through participation as requested in Library and University Committees and take an interest in and contribute to the shaping of general library policy. (However, Librarians at Ranks I and II shall not be required to serve on non-Library Committees, with the exception of the Library Services Committee.);
- (iii) to act as academic advisors within the college framework of the University, advising and assisting student advisees; and,
- (iv) to take an interest in and make contribution to at least one of:
 - (a) the profession at large;

- (b) research; or
- (c) university teaching.

IV.2 Facilities

In order to facilitate members' performance of their duties and responsibilities, the University shall make every reasonable effort to provide the necessary facilities and services to facilitate the work of the members including, but not limited to, provisions for suitable office space, telephone, secretarial, library, duplicating, and computer facilities.

- IV.2.1 The University shall ensure that the computing needs of members are fairly and equitably treated in the allocation of computer services.
- IV.2.2 The University shall ensure that the different needs of departments and programs are fairly and equitably treated in the allocation of computer services.

IV.3 Allocation of Teaching and Departmental/Program Duties

- IV.3.1.1 Teaching, and general departmental/program duties, shall be allocated in a fair, equitable and reasonable manner taking into consideration the academic responsibilities and skills of individual members, the terms of members' appointments, the needs of the department's/program's academic programs and, when possible, the preference of individual members.
- IV.3.1.2 The assigned proportion of a faculty member's work will include teaching and preparation for teaching, and the necessary administrative tasks associated with the operation of a collegial environment, and shall take into account the need among all TUFA faculty members for research time.
- IV.3.1.3 Teaching duties and responsibilities will be recommended to the appropriate Dean by the department or program Chair following consultation with the member, the appropriate departmental/program committee and Director(s) of the graduate program(s) in which a member participates, and, in the case of members with cross-appointments to another department/program, with the Chair of the member's other department/program. Final allocation of teaching and departmental/program duties will be subject to Decanal approval according to the provisions of this Article.
- IV.3.1.4 In the case of single department Schools such as the School of Education and Professional Learning and the Trent/Fleming School of Nursing, recommendations regarding teaching duties and responsibilities will be made by the Dean of the School to the Provost.
- IV.3.1.5 Teaching loads shall be defined in a manner that encompasses all of the teaching responsibilities undertaken by members, including, but not limited to, classroom teaching, lab teaching and supervision, class and lab preparation, course planning and scheduling, graduate teaching and supervision, individual project supervision, and student consultation, as applicable for the Department/Program.
- IV.3.1.6 In preparing the departmental/program recommendation of teaching duties and departmental/program responsibilities, a departmental or program Chair is expected to take into account factors such as the following:
 - (i) where developed, departmental/program criteria for allocation of teaching duties that

have been developed in accordance with collegial governance, including the opportunity for members of the department/program to contribute reasonably to their development and review;

- (ii) the full scope of activities and expectations of a member of a department/ program, commensurate with the three (3) principle components of a faculty member's appointment (teaching, research, and service);
- (iii) the number of separate courses taught by each member of the department/program, and the number of scheduled contact hours per course;
- (iv) the number of hours of preparation, grading and administration per course, with appropriate additional emphasis where new course development and preparation is involved (a new course preparation will be defined as any course the faculty member has not taught in the previous four (4) years);
- (v) the number of students enrolled in each course, particularly where no Laboratory Demonstrator/Tutorial Leader/Graduate Teaching Assistant/Marker assistance is expected to be provided;
- (vi) the number of hours of student counselling per course;
- (vii) the supervision of graduate students, reading course students and honours theses students;
- (viii) the level (i.e., introductory, upper year, graduate, etc.) and type (i.e., lecture, seminar, distance education, etc.) of each course;
- (ix) assistance of others in the teaching of the course;
- (x) the individual faculty member's research and scholarship commitments;
- (xi) involvement in graduate teaching;
- (xii) particular consideration of the goal, endorsed by both parties, of fostering the academic development of members newly embarking upon their academic careers;
- (xiii) the departmental/program and university service of individual members; and
- (xiv) any other relevant factors.

IV.3.1.7 Whenever possible, a member shall be offered the opportunity to teach two (2) or more sections of the same course during the same academic year, as well as the opportunity to teach the same course during more than one (1) session of the same academic year.

IV.3.1.8 The Dean shall endeavour to ensure that departments and programs establish a maximum number of undergraduate and graduate theses to be supervised by each of their members at any one time; members shall not be required to supervise more than that number.

IV.3.1.9 Over the life of this Agreement, the average advising load for members shall not exceed seventeen (17) advisees; the number of advisees in any year may be raised to nineteen (19) with the member's consent.

IV.3.1.10 The Dean shall administer an Annual Teaching Support Fund as set out in [IV.4](#).

IV.3.2 Transparency and Reconsideration

IV.3.2.1 Where developed, departmental/program criteria for the allocation of teaching duties shall be made available to all members through Department/Program offices, shall be distributed to all new Department/Program members, and shall be posted to an internal university web-based site accessible to all TUFA members.

IV.3.2.2. To facilitate transparency, the Department/Chair shall make available a list of teaching and service duties of all members as they are being formulated for the following academic year, and a summary list of final allocations in the Fall for that year.

IV.3.2.3 Members shall have the right to request reconsideration of their teaching and departmental/program responsibilities by their departmental or program Chair during the two-week period immediately following its recommendation to the Dean. Failure to request reconsideration in this period negates any right the member has to have the assigned duties reconsidered.

IV.3.2.3.1 If the request is not resolved to the satisfaction of the member within ten (10) working days of the date of the member's complaint, the member can, within ten (10) working days thereafter, refer the complaint to the appropriate Dean. The Dean will review the member's assignment of duties and shall consult with the member, the Chair and such other individuals they consider relevant before making a decision as to the member's allocation of teaching and departmental/program service. The Dean will communicate her/his decision to the member, copied to the Department/Program Chair and to the Association, within ten (10) working days of receipt of the member's request for review.

IV.3.2.4 After receiving the Chair's recommendations for the allocation of teaching duties and departmental/ program responsibilities, and after careful consideration of the factors outlined in [IV.3.1.6](#), the Dean will inform the department/program of staffing resources available. The department/program will be given the opportunity to reallocate teaching and departmental/program duties accordingly and submit a revised staffing plan to the Dean for his/her approval. Normally the Dean shall accept the recommendation of the Department/Program. If the Dean has difficulty accepting any aspect of the Department/Program recommendation, he/she may ask the Department/Program to reconsider the matter and to provide whatever additional information it believes to be relevant. If the Dean departs from the departmental/program recommendation, he/she shall advise the Department/Program in writing of the reasons for doing so.

IV.4 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 and one in January. Distribution between the two competitions will be according to the previous year's enrolment, plus any surplus from the first competition. Applications will be made by individual members to the Department/program Chair, who will submit a consolidated request to the Dean 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 Provost and Vice President Academic.

- IV.4.1 The Dean and Provost and Vice President Academic shall make every reasonable effort to redress workload imbalances within individual departments and programs and among departments and programs.
- IV.4.1 When an academic department or program suffers the sudden, unexpected loss of a member, the Dean, in consultation with the Provost and Vice President Academic, may authorize full or partial replacement paying particular attention to the teaching requirements of the department or program.
- IV.5 University Service
- IV.5.1 Members shall not be expected to serve on more than one (1) Senate or University committee at any one time. In addition, over any 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 (e.g., Undergraduate Studies Committee, Committee on Academic Personnel, Undergraduate Program Review, Academic Planning and Budget Committee, 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.
- IV.5.2 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.5.1](#)) during the period of the fellowship.
- IV.5.3 Lack of service on Senate or University committees during the period of exemption set out in [IV.5.2](#) will not be considered in renewal, re-appointment, promotion or merit decisions.
- IV.5.4 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.
- IV.6 Librarianship
- IV.6.1 Specific and general library duties shall be allocated in a fair, equitable and reasonable manner, taking into consideration the professional responsibilities and skills of individual members, the terms of members' appointments, the relation of librarians' duties to their research, scholarship, and professional activities, the needs of the library and, when possible, the preference of individual members.
- IV.6.2 Library duties and responsibilities will be determined by the University Librarian following reasonable consultation with the Librarians' Committee.
- Members shall have the right to request reconsideration of their workload by the University Librarian within ten (10) working days of its being assigned and the University Librarian shall be expected to respond in writing within ten (10) working days from receipt.
- Account shall be taken of the workload guidelines formulated by the Librarians' Committee. None of the factors listed in the guidelines shall be taken to preclude other relevant factors.

The University Librarian shall give particular consideration to the goal, agreed to by both parties, of fostering the professional development of members newly entering upon their professional careers.

IV.6.3 Using the established workload guidelines, the University Librarian, in consultation with the Librarians' Committee, shall determine the normal workload for each librarian employee.

IV.6.4 The University Librarian shall ensure that members have sufficient time during normal working hours to fulfil the contributions outlined in [IV.1.2.iv](#).

IV.6.5 When the Library suffers the sudden, unexpected loss of a member, the Provost and Vice President Academic may authorize full or partial replacement paying particular attention to the provision of library service.

IV.6.6 Insofar as resources become available, every reasonable effort shall be made to increase the librarians' complement as this becomes necessary in order to respond to increasing demands on existing library services and resources.

IV.7 Voluntary Retraining

IV.7.1 The parties pledge themselves to cooperate in bringing about ways to facilitate the academic or professional retraining of members where the members voluntarily agree that such re-training is acceptable to them and where such retraining appears for good reason to be beneficial to the academic program or library services of the University.

IV.7.2 Plans for retraining shall be arranged amongst the member, the departmental or program Chair, the Chair of the department or program to which the member would be reassigned upon successful completion of the retraining, and the Dean, in consultation with the Provost and Vice President Academic. In the case of librarian members, plans for such retraining shall be arranged between the member and the University Librarian.

IV.7.3 Such retraining shall occur without loss of rank, salary, benefits, seniority or rights under this Agreement, except that any adjustments in departmental or program or library sabbatical plans occasioned by any prospective reassignment shall be made by the Joint Committee and made known before a retraining plan is finally accepted.

IV.7.4 All costs reasonably involved in such plans for academic retraining shall be assumed by the Board.

IV.7.5 There shall be no penalty for failure to accept such a plan or for failure to succeed in it, if such failure comes about despite every reasonable effort on the member's part.

IV.8 Technological Changes

IV.8.1 There shall be no reduction in employment for a librarian member as a result of automation or other technological change.

IV.8.2 When the Employer determines that new or greater skills are required than are already possessed by affected librarian members under the present methods of operation, such members shall, at the reasonable expense of the Board, be given a reasonable period of time to acquire skills necessitated by the new method of operation. The Board in its sole discretion shall determine what is reasonable in terms of expense and time. There shall be no reduction in pay and benefits during the training period of any such member. It is recognized

that the librarian member may initiate this procedure.

IV.9 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.9.1 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.9.2 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 where they can be contacted during any prolonged absence from the Peterborough area during the summer months.

IV.9.3 The annual salary for faculty members includes statutory vacation pay.

IV.10 Absence and Vacation - Professional Librarians

When professional librarian members are required to be absent from assigned duties due to the pursuit of approved study, research or other professional activities, such absence shall be arranged through advance consultation with the University Librarian. Where the absence is unexpected, as a result of illness or disability, members have an obligation to inform the University Librarian, as soon as possible, of the anticipated duration of the absence.

IV.10.1 The annual salary for professional librarian members includes statutory vacation pay, and vacation entitlements and arrangements for scheduling vacations shall be as set out in paragraph [V.3](#).

IV.11 Geographical Limitation for Librarian Members

No librarian member shall be required to provide more than occasional services outside Peterborough except as may be specified in the member's letter of appointment.

IV.12.1 Professional Expenses

In establishing policies for the provision of research activity, including the reimbursement of same, the use of per diems is permitted for established research accounts.

IV.12.2 Travel Between Work Locations

Where a member is required to travel between work locations as part of their assigned duties, their Dean shall sign an appropriately completed T2200 form indicating members are

required to travel for work purposes. Requests for a T2200 form submitted before March 1st shall be processed by the appropriate Dean's Office no later than March 31st.

IV.12.3 Professional Expenses Fund

In addition to the provisions for research and other scholarly activity established by other University policy, the Board shall establish for each member a Professional Expenses Fund which may be used in support of required duties under [IV.1.1\(ii\)](#) or [IV.1.2\(iv\)](#) (a) and/or (b) of this Agreement. Claims for reimbursement, together with original evidence of expenditures, shall be submitted to and processed by the Office of the Dean of Arts and Science. Receipts will be retained in the Office for audit purposes. Any materials remaining after use by the member for purposes of research shall be the property of the University. One thousand two hundred dollars (\$1200) shall be credited on the first day of July of each year to the Professional Expenses Fund of each member. On each June 30, unspent portions will be carried over to the next academic year, provided that the total on July 1 of any year will not exceed the sum of professional expenses and flexible benefits made available from the immediately-preceding three (3) years. Balances exceeding this amount on July 1 will have the excess permanently removed therefrom. Such removed balances shall be allocated to the Dean's contingency fund. Professional Expenses Fund entitlements shall be appropriately pro-rated in the case of limited term appointments which have terms of less than one year or duties and responsibilities that are less than full-time.

IV.12.3.1 Accounting and Claims

A full accounting of each member's Professional Expenses Fund shall be provided at least twice during the academic year. Each member may submit up to three (3) claims against his or her Professional Expenses Fund in each academic year.

IV.13 Leaves and Sabbaticals

IV.13.1 Definitions

- (a) A leave is a period of absence by a member from duties provided in [IV.1](#), authorized by the Board for a specified period of time and under conditions laid down by this Agreement.
- (b) A sabbatical leave is a paid leave for purposes of research and scholarly development, granted in accordance with the provisions concerning entitlement and authorization as defined in this Agreement.
- (c) A research leave is equivalent to, and carries the same conditions, benefits and obligations as a sabbatical leave, except as noted elsewhere in this Agreement and except that a research leave is based on banked course releases rather than EYS.
- (d) An academic unpaid leave is a leave for purposes of scholarly research or for teaching and research, other than as provided in [IV.7.1](#), during which benefits shall continue as provided in this Agreement.
- (e) A general unpaid leave is a leave granted for purposes other than scholarly research or teaching, during which benefits shall continue as provided in this Agreement.

IV.13.2 Sabbatical Leaves

IV.13.2.1 Duration

A sabbatical leave shall be for a unit of six (6) or twelve (12) months. For librarian members only, a six (6) month leave may be divided into two (2) units of three (3) months provided that no librarians are thereby displaced, without their consent, from their place on the three-year plan.

IV.13.2.2 Accumulation of EYS

IV.13.2.2.1 A member shall be accredited with one-half (1/2) Earned Year of Service (EYS) for each six (6) months of service to the University, including any period of sabbatical leave.

IV.13.2.2.2 A member shall be accredited with one-half (1/2) EYS upon return to duties following an approved Maternity Leave.

IV.13.2.2.3 A member shall be accredited with one-half (1/2) EYS for each six (6) months of unpaid academic leave up to a maximum of two (2) EYS for any continuous period of such leaves.

IV.13.2.2.4 A member shall be accredited with one-half (1/2) EYS for each year of full-time service or equivalent at another university (a) subsequent to the most recent sabbatical or paid leave from such an institution or (b) since initial appointment if no sabbatical or paid leave has been taken, prior to the member's service at Trent University, up to a maximum of three (3) EYS.

IV.13.2.2.5 Notwithstanding the above, no member, at the commencement of a probationary or tenured appointment, shall be entitled to more than three (3) EYS in recognition of service at Trent or at another university.

IV.13.2.2.6 Upon being granted a first sabbatical leave while holding an appointment at Trent University, a member initially accredited with two (2) or fewer EYS at the commencement of their probationary or tenured appointment, shall be accredited with one (1) additional EYS towards that first leave. A member initially accredited with 2.5 or with three (3) EYS shall be accredited with an additional one-half (1/2) EYS towards that first leave.

IV.13.2.2.7 The service of members with part-time appointments shall earn EYS at the same rate as others (see [IV.13.2.2.1](#)), according to the length of service, not prorated. However, the percentage of salary to be paid during sabbatical leave (see [IV.13.2.7](#)) shall be a percentage of the full-time nominal salary prorated to the portion of full-time service corresponding to each period of EYS accreditation.

IV.13.2.2.8 Upon being granted a sabbatical leave, a member may elect to use any number of previously-accredited EYS towards that leave, and the number of EYS to be used shall be indicated by the member prior to the commencement of the leave. Any accredited EYS not so used shall be banked and may be used for a subsequent sabbatical leave.

IV.13.2.2.9 Notwithstanding any specific EYS entitlements which may be set out in this Agreement, no member may accumulate EYS in excess of fifteen (15).

IV.13.2.2.10 Accumulated EYS credits shall not be the basis for any claim to compensation upon a member's retirement, death, resignation, or a member's leaving the University following denial of tenure or dismissal for cause.

IV.13.2.3 Eligibility

- IV.13.2.3.1 To be eligible for a six-month sabbatical leave, a member shall have accumulated three (3) EYS, in addition to any EYS granted under [IV.13.2.2.4](#), by the time the leave would commence.
- IV.13.2.3.2 To be eligible for a twelve-month sabbatical leave or two (2) successive six-month sabbatical leaves, a member shall have accumulated six (6) EYS, including any EYS granted under [IV.13.2.2.4](#), by the time the leave would commence.

IV.13.2.4 Entitlement

A member shall be entitled to a sabbatical leave when the procedures under [IV.13.2.5.1](#) have been carried out, including written authorization from the Board to take such sabbatical leave.

IV.13.2.5 Scheduling

IV.13.2.5.1(a) Departmental/Program/Library Plans

- (i) After review by the Department/Program/Library Personnel Committee, and approval by the Departmental/Program/ Librarians' Committee, a departmental/program/library plan for sabbaticals shall be submitted to the Dean and COAP by November 15 of each year.
- (ii) The departmental/program/library sabbatical plan shall cover the three (3) year period subsequent to those years for which sabbaticals have already been approved, and shall list for each year which members of the department/program/library shall be scheduled to take sabbatical leave.
- (iii) The departmental/program/library sabbatical leave plan shall reflect as closely as possible the requests for leaves for members, provided that due regard is paid to the needs of the department/program/library. Unless there is a contrary advantage for the academic/professional development of members, conflicting requests shall be resolved by the department/program/library in favour of the member having the greater number of EYS and/or the greater period of time elapsed since the last sabbatical leave.
- (iv) The Dean shall review departmental/program three (3) year plans in COAP, and the Dean may require departments/programs to revise such plans on the grounds of departmental/program needs or, where members are cross-appointed to other departments or programs, on the grounds of the needs of those other departments or programs. The University Librarian shall review the library's three (3) year sabbatical plan and may require revisions to the plan on the grounds of library needs. The three (3) year plan shall then be forwarded to the Dean and COAP.
- (v) Following any such revision to departmental/program/library plans in any given year, and subject to sub-paragraph [IV.13.2.5.1\(c\)](#), no member shall be displaced by their department/program or by the Dean, or in the case of librarian members, by the University Librarian without their consent from their place on the three (3) year departmental/ program/library plan.

IV.13.2.5.1(b) Application for Sabbatical Leave

Applications for sabbatical leave are to be made on the form issued by the Office of the Faculty of Arts and Science. They shall in the first instance be submitted, for information only and not for assessment, to the Departmental/Program/Library Personnel Committee. This procedure is intended solely to assist members in the preparation and formulation of applications for sabbatical leave. Chairs shall sign that they have reviewed, for information only, sabbatical applications of members in their department(s)/ program(s).

Applications for sabbatical leave shall be made by members in accordance with departmental/program/library three (3) year plans, and shall be forwarded to the Dean by October 15 prior to a July 1 sabbatical start date or by February 15 prior to a January 1 sabbatical start date.

IV.13.2.5.1(c) Decanal Review and Recommendation

The Dean shall assess applications for sabbatical leave, and shall consider the statement of the member's plans for the proposed sabbatical leave. After consultation with COAP, the Dean shall forward recommendations to the President, provided that such recommended leaves are scheduled in departmental/program plans by March 15 in the same year.

If the Dean is not satisfied with such an application, or if it is determined that the member has failed adequately to report sabbatical activities and accomplishments, in accordance with [IV.13.2.8](#), the Dean may deny a sabbatical leave application. In such cases the following shall prevail:

- (i) The Dean shall submit the case for denial to COAP.
- (ii) The Dean shall inform the member of the denial and the reasons.
- (iii) COAP shall invite the member to respond within two (2) weeks to the case made by the Dean under (i). The response must be in writing and must contain whatever supporting evidence the member deems pertinent.
- (iv) After considering the member's response, COAP shall advise the Dean and the member either that the denial should be upheld, or that the leave should not be denied.
- (v) Where COAP and the Dean remain unwilling to recommend to the President that a sabbatical leave be authorized by the Board, the member shall continue to have the right to apply for sabbatical leave in subsequent years, subject to departmental/program leave plans.
- (vi) A member denied a sabbatical leave shall continue to be accredited with EYS in accordance with [IV.13.2.2](#).

IV.13.2.5.1(d) Replacements

There shall be no guarantee that members on sabbatical leave in accordance with departmental/program plans will be replaced or partially replaced.

IV.13.2.5.2 Special Authorization

The Dean may, after consulting the department/program/library and COAP, and upon timely application by a member, recommend to the President special authorization for a sabbatical leave when the member is unexpectedly offered an unusual opportunity to further personal academic/professional development at a time not scheduled in a departmental/program/library plan. The Dean shall ensure that departmental/program/library needs are not harmed by such special authorizations, and the possibility of such harm shall be grounds for rejecting such an application. If the Dean decides against a request for such special authorization, reasons shall be provided in writing to the member.

IV.13.2.6 Discretionary Replacements

The Provost and Vice President Academic, on the advice of the Dean, shall have discretionary power to authorize a limited number of full or partial replacements for teaching members on sabbatical leave. The Provost and Vice President Academic, on the advice of the University Librarian, shall have discretionary power to authorize a limited number of full or partial replacements for librarian members on sabbatical leave bearing in mind the needs of the library. Replacements for teaching members allocated by the Provost and Vice President Academic shall be on the basis of departmental or program need, paying particular attention to the needs of small departments and programs, and to the provision of the more frequent leaves accruing to departmental/program three (3) year plans. Such replacements shall be allocated as well so as to give effect to special authorizations for sabbatical leave when required.

IV.13.2.7 Salary and Benefits

IV.13.2.7.1 A member granted a six-month sabbatical leave shall receive the percentage of salary, as determined by the provisions of this Agreement, set out in the schedule below:

<u>Number of EYS</u>	<u>Percentage of salary during leave</u>
3	60
3-1/2	80
4	90
4-1/2	100

IV.13.2.7.2 A member granted a twelve-month sabbatical leave shall receive the percentage of salary, as determined by the provisions of this Agreement, set out in the following schedule:

<u>Number of EYS</u>	<u>Percentage of salary during leave</u>
6	60
6-1/2	70
7	80
7-1/2	85
8	90
8-1/2	95
9	100

IV.13.2.7.3 The Board shall provide to the member on sabbatical leave pension, life insurance, medical, dental, and other usual benefits. If the member while on sabbatical leave is on a salary of less than 100% of non-leave salary, the Board shall pay its contributions to the member's benefits as though the member were receiving non-leave salary, and in addition the Board shall pay that portion of the member's contributions, required by the difference between the

member's actual salary while on sabbatical leave and non-leave salary. Non-leave salary is defined as the salary that would have been paid were the member not on sabbatical leave.

IV.13.2.7.3.1 Sabbatical Leave Support

In order to provide support for sabbaticants who remain in Peterborough during their leave, the University will endeavour to provide office/lab/work space, as available.

IV.13.2.8 Report on Leave

A member returning from sabbatical leave shall submit a report, of no more than two (2) pages, explaining academic activities and accomplishments in relation to the proposed leave as required in [IV.13.2.5.1](#) (b). This report shall be submitted to the Dean/University Librarian within 90 days of the completion of the leave. COAP shall review the reports. A summary of these reports, prepared by the Office of the Provost and Vice President Academic, shall be provided to Senate for information.

IV.13.2.9 Alternative Remunerated Employment

While on sabbatical leave, a member may accept awards or research grants from fund-granting agencies, but may not normally devote the time released from teaching duties under [IV.1.1](#) (i) to remunerated employment. If alternative employment is part of the member's proposed use of sabbatical leave, this must be reported to the Dean, who may suggest or require a reduction in the number of EYS which may be applied to the sabbatical leave.

IV.13.3 Unpaid Leaves

IV.13.3.1 Procedures

- IV.13.3.1.1 Applications for unpaid leave shall be made at a time sufficient to ensure that a suitable replacement can be secured. Such applications shall not be unreasonably denied.
- IV.13.3.1.2 Applications for unpaid leave shall contain clear indication of the period for which leave is being sought, the type of unpaid leave sought, and the purpose of the proposed leave, including whether or not employment elsewhere is the purpose of the unpaid leave.
- IV.13.3.1.3 Applications shall be judged with due regard to the academic/professional development of the member applying for the leave, the needs of the department/program/library and equity considerations, with respect to other members. In the case of general unpaid leave, the personal preferences of members shall be given due weight, as shall consideration of public interest.
- IV.13.3.1.4 Applications for unpaid leave shall be reviewed by the member's departmental/program/library personnel committee and Departmental/Program/Librarians' Committee and shall be transmitted promptly to the Dean by the departmental or program Chair, or in the case of librarians, to the University Librarian, together with the recommendations of these bodies.
- IV.13.3.1.5 Where the purpose of an unpaid leave is to take employment elsewhere, and where such a leave would have a negative impact on academic planning within the member's Department/Program, the Employer may require, as a condition of approval of the leave, a date no more than five (5) months prior to the end of the approved leave by which the member must

confirm his/her intent to return to employment at Trent. The Employer may further stipulate that failure to confirm intent to return to employment at Trent by that date constitutes an irrevocable notice of resignation, effective on the first working day following the term of the approved leave.

IV.13.3.1.6 The member shall be notified of the Dean's intended recommendation concerning the application for unpaid leave, with reasons in writing if the recommendation is to deny the application, and the member shall have ten (10) days to respond to the Dean's statement and to request reconsideration.

IV.13.3.1.7 The Dean shall make a recommendation for unpaid leave, including the specifications of the type of unpaid leave, to the President, and the Board shall not unreasonably prolong the communication of a decision on such a recommendation.

IV.13.3.2 Terms of Unpaid Leaves

IV.13.3.2.1 A member:

- (a) shall not be granted unpaid leave of more than two (2) consecutive years; and,
- (b) shall not be granted more than three (3) years of sabbatical leave, unpaid leave or full research leave in any seven-year period ending with the year in which a leave applied for would be completed.

IV.13.3.2.2 Where warranted by very special, unexpected and unusual circumstances, the maxima specified in [IV.13.3.2.1](#)(a) and (b) above may be increased by no more than one (1) additional year. Requests for such an increase shall be subject to the procedures set out in [IV.13.3.1](#) and must have the support of the member's Department/Program Committee and the additional leave shall, in every case where granted, be regarded as a general unpaid leave.

IV.13.3.3 Replacements for Unpaid Leaves

Members granted unpaid leave shall be replaced or partially replaced. Such replacements shall be available to departments/programs or the library to meet the academic/library needs created by the unpaid leave.

IV.13.3.4 Benefits and Entitlements

IV.13.3.4.1 The Board shall provide for a period of up to two (2) consecutive years to a member on unpaid leave pension, life insurance, medical, dental, and other usual benefits. For the first year of leave, the Board shall pay both its contributions and the member's contributions, as though the member were receiving non-leave salary as defined under [IV.13.2.7.3](#). For the second, and any future years of leave, the Board shall pay its contributions and the member shall pay their contributions, as though the member were receiving non-leave salary as defined under [IV.13.2.7.3](#). In the case of unpaid leaves which entail alternative employment, and such employment includes benefits, members shall assume the compensation and benefits of the alternate Employer.

IV.13.3.4.2 A member, upon returning from academic unpaid leave, shall be placed at the salary step equivalent to the step that would have been attained without the leave.

IV.13.3.4.3 A member on general unpaid leave shall not be accredited with career development increments or EYS for the period of such leave.

IV.13.3.4.4 Where a member has been approved for a second year of unpaid leave or where an increase in leave has been authorized in accordance with [IV.13.3.2.2](#), the Dean, at the member's request, may approve the awarding of full or partial benefit entitlements for the extended leave period.

IV.13.4 Leaves for Probationary Appointees

Under special circumstances, and upon the approval of the Departmental/Program/Librarians' Committee, the Departmental/Program/Library Personnel Committee, and the Departmental/Program Chair/University Librarian, members on probationary appointments may seek authorization for a maximum of one (1) year of sabbatical leave, unpaid leave or full research leave, but such period of leave must not be taken during a year in which they are to be considered for tenure/permanency.

IV.13.5 Limited Term Appointees

Members on limited term appointments shall not be eligible for either sabbatical leave or unpaid leave.

IV.13.6 Other Leaves

IV.13.6.1 Political Leaves

IV.13.6.1.1 Trent University is committed to the principle that members of an academic community should be free to enter public life and to engage in political activity.

IV.13.6.1.2 Members shall be entitled to political leave for a maximum period of six (6) years in total as provided in Article [IV.13.6.1.5](#). In exceptional circumstances, following initial granting of a leave, requests to exceed this six-year maximum shall be referred to the Joint Committee, whose decision shall be final.

IV.13.6.1.3 A member who intends to seek political office normally shall provide notice of such intent to the Dean/University Librarian at least three (3) months in advance of the expected commencement date of the leave.

IV.13.6.1.4 Campaign Period

A member shall be entitled to a leave of absence from academic duties and responsibilities with pay as follows:

- (i) for election to the Parliament of Canada or to the Parliament of Ontario: one (1) month; and,
- (ii) for election to a major civic position in Ontario: one (1) week.

In addition, a member shall be entitled to a leave of absence from academic duties and responsibilities without pay for a period of one (1) month, normally, for election to Parliaments of provinces of Canada other than Ontario, and for a period of one (1) week, normally, for election to a major civic position in Quebec.

It is expected that for the period of the leave of absence the member and the Department or Program Chair/University Librarian will agree to re-arrange the teaching, administrative or

other duties to their mutual satisfaction. In the case of faculty members, the Dean shall be advised of these arrangements.

IV.13.6.1.5 Election

In cases where a member is elected to the public offices referenced in [IV.13.6.1.4](#), above, a political leave of absence shall be granted as follows:

- (i) Parliament of Canada or Provincial Parliaments: leave of absence without pay for a period not, normally, to exceed a total of six (6) years; and,
- (ii) Major paid Civic Post in Ontario or Quebec: a pro rata reduction in salary and duties not to exceed 25%. The member shall meet with the Dean/University Librarian within five (5) days of being elected, to make appropriate arrangements for teaching and other duties. The University shall contribute to the University benefit plans on the basis of the actual salary paid to the member during the period of the leave.

IV.13.6.1.6 The member normally shall advise the Dean/University Librarian, at least six (6) months prior to the expiry of the political leave, of his or her intention to return to normal teaching and other duties. A member who intends to remain in elected office after the maximum period specified in [IV.13.6.1.2](#) shall submit his or her resignation to the Dean/University Librarian. If a member continues to serve in elected public office after the maximum period specified under [IV.13.6.1.2](#), he/she shall be deemed to have resigned from the University.

IV.13.6.1.7 A member elected to a major Civic Post in Ontario or Quebec shall be granted career development increments and EYS credits, as applicable, in proportion to the percentage of salary paid by the University while in such a position.

IV.13.6.1.8 A member on unpaid political leave shall not be eligible for a Professional Expenses Fund as set out in Article [IV.12](#).

IV.13.6.2 Eligibility for Pregnancy, Maternity and Parental Leave Sub-Plan(s)

In the light of the ongoing professional responsibilities of members, the Board agrees to provide the following sub-plans. To be eligible for the maternity and/or parental leave sub-plans, a faculty member/professional librarian must meet eligibility requirements for Employment Insurance (E.I), and be planning to return to work no later than fifty-two (52) weeks from the commencement of maternity/parental unpaid leaves. A member must have been employed at Trent University for one (1) year in order to file for leaves under the following sub-plans. A member is required to apply in writing at least four (4) weeks prior to the start of the leave, and to provide a certificate from a legally-qualified medical practitioner stating the due date. If the member wishes to change the date of return to work, written notice must be given at least four (4) weeks before the expected return to work date.

IV.13.6.3 Maternity Leave Sub-Plan

- (i) First two (2) weeks - 95% of member's normal salary/wages will be paid by the University upon receipt of Employment Insurance acceptance, if the waiting period is not yet served;
- (ii) Next fifteen (15) weeks - the University will supplement Employment Insurance

benefits to 95% of normal salary/wages.

In cases of a pregnancy and maternity leave, the teaching component of the member's duties will be replaced, in accordance with current practice, by either full-time or part-time faculty. For Professional Librarian members, the assigned duties component will be similarly replaced.

IV.13.6.4 Parental/Adoption Leave

IV.13.6.4.1 Parental leave is available to both parents. The definition of parent may include a person with whom a child is placed for adoption or a person who is in a relationship of some permanence with the parent of a child and who intends to treat the child as his or her own.

If an employee is eligible for maternity leave under Article [IV.13.6.3](#), they may also extend the sub-plan for an additional ten (10) weeks as a parental leave providing the parental leave is taken immediately following the maternity leave.

Parental/adoption leave benefits for staff not eligible under Article [IV.13.6.3](#) shall be subject to the following conditions:

- (i) first two (2) weeks - 95% of member's normal salary/wages will be paid by the University upon receipt of Employment Insurance acceptance, if the waiting period is not yet served;
- (ii) next ten (10) weeks - the University will supplement Employment Insurance benefits to 95% of normal salary/wages;
- (iii) next twenty-five (25) weeks will be considered as unpaid leave from the University.

IV.13.6.4.2 The member's and the Board's contributions to the pension and benefits plans during the maternity and parental/adoption leave shall be on the basis of 100% of salary. During this period of leave, the employee will continue to pay premiums on the portion of salary paid by Trent. The remainder of the cost of the contributions will be covered by the Board. For the purpose of sabbatical credits, any period of maternity and parental/adoption leave shall be considered as a period of service with the University.

IV.13.6.4.3 When a member return to work following a parental leave, compensation shall be the same as if the member had not been on leave.

IV.13.6.4.4 A probationary member on maternity or parental/adoption leave shall, upon written request to the Dean or University Librarian at the time of his/her return to duties after the leave, have his/her maximum probationary period increased by one (1) year. In the case of two (2) or more such leaves during his/her probationary period, the maximum probationary period for the member may be increased by a maximum of two (2) years.

IV.13.6.4.5 If an employee decides not to return to work, the employee agrees to repay the Board, the University's portion of the sub-plan.

IV.13.6.5 Sick Leave

In cases where members are absent due to illness or injury and prevented from performing their duties, they shall be entitled to full salary and all other benefits for a period of six (6) months from the commencement of the absence. In cases where members are prevented

from performing some of their duties, due to illness or injury, they shall be entitled to full salary and all other benefits for a cumulative period of six (6) months from the date of the first such limitation on the performance of duties, appropriately pro-rated to provide for up to twelve (12) months of full salary and all other benefits.

In the event of recurring illness, the entitlement is a single period of six (6) months of benefits if the disability is due to the same or related cause.

If the member qualifies for benefits under the Long Term Disability Plan, the specified benefit (see [XII.4.1\(h\)](#)) will become payable after the expiry of the appropriate sick leave period.

In the event of frequent absences the Board shall be entitled to request proof, in a form satisfactory to the Board, indicating the member is unable to fulfill duties. In an absence of more than two (2) weeks, a medical certificate will be required by the Board, in order that coverage under the Long Term Disability Plan can be initiated. For cases outside Canada the Employer may, for either of the above situations, and at its expense, require a second opinion from a mutually acceptable practitioner retained by the Employer, and the member shall cooperate with the reasonable requests of such a practitioner.

Members shall notify their departmental or program Chair or University Librarian as soon as possible of their absence and its estimated duration.

IV.13.6.6 Court Leave

IV.13.6.6.1 Members who are summoned to be witnesses or jurors by a court or any body with the power of subpoena, shall, if their attendance requires them to be absent from their scheduled responsibilities, notify the Dean (or University Librarian) (copy to their Chair) of the summons as soon as possible. Upon request, members shall supply the Dean (or University Librarian) with a copy of the summons.

IV.13.6.6.2 Members who have complied with the foregoing shall be granted leave of absence with full salary and benefits during the period of service to the court or summoning body.

IV.13.7 Reconsideration of Leave Denial

When the Dean recommends against a request for leave by a faculty member under any of the provisions of [IV.13](#), or recommends against a request for leave by a librarian under the provisions of [IV.13.1](#), [IV.13.2](#) or [IV.13.3](#), the member may request that the President reconsider such recommendation. When the University Librarian recommends against a request by a librarian for leave under the provisions of [IV.13.6](#), the member may request that the President reconsider such recommendations.

IV.14 Outside Professional Activities

IV.14.1 The nature of the professional competence of many members affords opportunities for the exercise of that competence outside the member's regular university duties, on both remunerative and non-remunerative basis. Recognizing that such professional activities can bring benefits to and enhance the reputation of the University and the capacity of members, the Board agrees that members have the right to engage in part-time professional activities, paid or unpaid, including participation in learned societies and professional associations, provided that such outside professional activities do not interfere with the performance of the member's duties or the responsibilities of their academic appointment as set out in [IV.1](#) of

this Agreement.

IV.15 Annual Performance Review - Faculty

IV.15.1. Introduction

IV.15.1.1 An Annual Performance Review shall be conducted for all members holding continuing appointments, except for those on leave or in their final year of service.

IV.15.1.2. The purpose of this Annual Performance Review is to:

- (a) provide an annual assessment of performance that allows recognition of a member's achievements and identifies areas for development in the member's teaching, research and/or service activities, as appropriate to the member's duties and responsibilities as in [IV.1.1](#);
- (b) provide for formative support and mentoring;
- (c) provide a basis for salary increments linked to satisfactory performance.

IV.15.1.3. For a member with a cross-appointment, references throughout this Article to the Dean shall mean the Dean of the division that houses the member's home unit, unless stated otherwise.

IV.15.1.4 A member's Annual Report and Review of Annual Performance along with any written communication or response generated under this article shall be retained in a member's Personnel File.

IV.15.2 Annual Reports

IV.15.2.1 Annual Report Submission Guidelines

Every member shall submit an electronic copy of his/her annual report to the appropriate Dean's Office, with a copy to their Department Chair, by 4 pm on the first Friday of October. The Dean may proceed with the Annual Performance Review on the basis of material submitted by the due date.

IV.15.2.2 The Annual Report

IV.15.2.2.1 The Annual Report, shall be completed on a standardized form agreed to by the parties and supplied by the University. The form shall include the following information, insofar as it is relevant to the member's appointment:

- (a) a paragraph providing a summary of the member's most significant professional and academic accomplishments over the year;
- (b) teaching responsibilities including courses taught and supervised;
- (c) books and papers published;
- (d) conference papers, presentations, exhibitions, given;
- (e) scholarly and creative work completed or in progress;
- (f) research grants and contracts awarded, name of granting body, research title, amount awarded and the date of the award;
- (g) graduate degrees obtained or graduate studies in progress and expected date of completion, University, and title of thesis;
- (h) awards and other honours received;
- (i) Department/School, Board, Association and other University activities;

- (j) contributions to member's profession;
- (k) contributions to member's community;
- (l) a statement of member's outside professional practice
- (m) an account of the satisfaction of conditions of a probationary appointment as were specified in his/her letter of appointment (e.g. completion of terminal degree);
- (n) any other information that the faculty member deems relevant.

IV.15.2.2.2 The University considers the information outlined in [IV.15.2.2.1](#) (b), (c), (d) and (e) as public information. As such, the University, at its discretion, has the right to publish this information in an appropriate manner. Where work under (e) is in progress, it will be made public only with the prior consent of the member.

IV.15.2.2.3 The Annual Report shall cover the period of September 1 through August 30 as well as any periods not previously reported on.

IV.15.3 Review of Annual Performance

IV.15.3.1 In reviewing the member's Annual Performance, the Dean shall take into account the following for the year in review:

- (a) the member's Annual Report;
- (b) the duties assigned to the member;
- (c) the member's workload;
- (d) student teaching surveys;
- (e) any mitigating factors affecting the member's annual performance.

IV.15.3.2 The Dean shall apply review criteria in a manner that is fair, equitable, and reasonable.

IV.15.3.3 The Dean's review of a member's performance shall result in one of the following findings:

- (a) satisfactory performance;
- (b) generally satisfactory with some areas that require development;
- (c) unsatisfactory performance.

IV.15.3.4 The Annual Performance Review shall be in writing. In cases where the Annual Performance review results in a finding of (b) or (c) above, the Dean shall provide a substantive explanation of the findings.

IV.15.4 Communication of Review to Member

IV.15.4.1 Once the Annual Performance Review has been completed, the Dean shall send a copy to the member electronically and via printed copy in the internal university mail, no later than the second Friday in November.

IV.15.5 Meeting to Discuss Annual Performance Review

IV.15.5.1 After the Dean has provided the member with an Annual Performance Review, either the Dean or the member may request a meeting to discuss the review. The member may also provide a written response to their review to be placed in their personnel file.

IV.15.5.2 After a finding under [IV.15.3.3](#) (b) generally satisfactory with some areas that require development, and where the Dean is concerned about a member's performance of required duties and responsibilities, the Dean shall meet with the member to discuss their performance and to develop a plan, the goal of which is to assist the member in achieving a

satisfactory annual performance review the following year. The meeting shall occur no later than the fourth Friday in November. The purpose of this meeting is as stated in [IV.15.5.4\(a\)](#) through [IV.15.5.4\(f\)](#). The Association shall send a representative to this meeting.

IV.15.5.3 After a finding under [IV.15.3.3](#) of (c) unsatisfactory performance, and where the Dean is concerned about a member's performance of required duties and responsibilities to the extent that there may be a serious deficiency which could lead to the denial of a CDI, the Dean shall meet with the member. The meeting shall occur no later than the fourth Friday in November. The purpose of this meeting is as stated in [IV.15.5.4\(a\)](#) through [IV.15.5.4\(f\)](#). The Association shall send a representative to the meeting. If in the subsequent year, the member's performance is once again deemed unsatisfactory with serious deficiency the meeting between the Dean and the member shall be as stated in [IV.15.5.4](#), and in addition shall include a reassessment of the plan developed in the previous year.

IV.15.5.4 The purpose of the meeting described in [IV.15.5.2](#) and [IV.15.5.3](#) is:

- (a) to discuss the member's achievements and performance of his or her duties and responsibilities;
- (b) to discuss the development of the member's teaching, research and/or service, as appropriate to the member's duties and responsibilities;
- (c) to discuss available support and mentoring in any or all of teaching, research or service.
- (d) to give the Dean an opportunity to hear submissions of the member and, where requested to, consider whether reassessment is warranted;
- (e) to discuss the possibility of an alternative distribution of duties consistent with the understanding that all TUFA members shall have teaching, research, and service among their responsibilities.
- (f) to develop or reaffirm a plan to achieve satisfactory annual performance reviews. The Dean shall ensure that the member is offered support and reasonable resources to implement this plan and overcome the specific concerns identified in their Annual Performance Review.

IV.15.5.5 Within fourteen (14) days of the meeting, described in [IV.15.5.2](#) and [IV.15.5.3](#), the Dean shall provide the member with a summary of the meeting including details of any support and mentoring to be provided to the member and any arrangement reached regarding flexible distribution of duties. In addition, if the member requested reassessment as per [IV.15.5.4\(d\)](#), the Dean shall communicate his/her decision regarding reassessment.

IV.16 Annual Performance Review - Librarians

IV.16.1 Introduction

IV.16.1.1 An Annual Performance Review shall be conducted for all members holding continuing appointments, except for those on leave or in their final year of service.

IV.16.1.2 The purpose of this Annual Performance Review is to:

- (a) provide an annual assessment of performance that allows recognition of a member's achievements and identifies areas for development in the member's performance of professional librarian or archivist duties, research/scholarship and/or service activities, as appropriate to the member's duties and responsibilities as in [IV.1.2](#);
- (b) provide for formative support and mentoring;

(c) provide a basis for salary increments linked to satisfactory performance.

- IV.16.1.3 For a member with a cross-appointment, references throughout this Article to the Dean shall mean the Dean of the division that houses the member's home unit, unless stated otherwise.
- IV.16.1.4 A member's Annual Report and Review of Annual Performance along with any written communication or response generated under this article shall be retained in a member's Personnel File.
- IV.16.2 Annual Reports
- IV.16.2.1 Annual Report Submission Guidelines
- Every librarian or archivist shall submit an electronic copy of his/her annual report to the University Librarian by 4 pm on the first Friday of October. The University Librarian may proceed with the Annual Performance Review on the basis of material submitted by the due date.
- IV.16.2.2 The Annual Report
- IV.16.2.2.1 The Annual Report shall be completed on a standardized form agreed to by the parties and supplied by the University. The form shall include the following information, insofar as it is relevant to the member's appointment:
- (a) a paragraph providing a summary of the member's most significant professional and academic accomplishments over the year;
 - (b) member's professional librarian or archivist duties;
 - (c) books and papers published;
 - (d) conference papers, presentations, exhibitions, given;
 - (e) scholarly and creative work completed or in progress;
 - (f) research grants and contracts awarded, name of granting body, research title, amount awarded and the date of the award;
 - (g) graduate degrees obtained or graduate studies in progress and expected date of completion, University, and title of thesis;
 - (h) awards and other honours received;
 - (i) Library, Board, Association and other University activities;
 - (j) contributions to the library/archival profession;
 - (k) contributions to member's community;
 - (l) a statement of member's outside professional practice;
 - (m) an account of the satisfaction of conditions of a probationary appointment as were specified in his/her letter of appointment;
 - (n) any other information that the librarian member deems relevant.
- IV.16.2.2.2 The University considers the information outlined in [IV.16.2.2.1](#) (b), (c), (d) and (e) as public information. As such, the University, at its discretion, has the right to publish this information in an appropriate manner. Where work under (e) is in progress, it will be made public only with the prior consent of the member.
- IV.16.2.2.3 The Annual Report shall cover the period of September 1 through August 30 as well as any periods not previously reported on.

IV.16.3 Review of Annual Performance

- IV.16.3.1 In reviewing the member's Annual Performance, the University Librarian shall take into account the following for the year in review:
- (a) the member's Annual Report
 - (b) the duties assigned to the member;
 - (c) the member's workload;
 - (d) any mitigating factors affecting the member's annual performance.
- IV.16.3.2 The University Librarian shall apply review criteria in a manner that is fair, equitable, and reasonable.
- IV.16.3.3 The University Librarian's review of a member's performance shall result in one of the following findings:
- (a) satisfactory performance;
 - (b) generally satisfactory with some areas that require development;
 - (c) unsatisfactory performance.
- IV.16.3.4 The Annual Performance Review shall be in writing. In cases where the Annual Performance review results in a finding of (b) or (c) above, the University Librarian shall provide a substantive explanation of the findings.

IV.16.4 Communication of Review to Member

- IV.16.4.1 Once the Annual Performance Review has been completed, the University Librarian shall send a copy to the member electronically and via printed copy in the internal university mail, no later than the second Friday in November.

IV.16.5 Meeting to Discuss Annual Performance Review

- IV.16.5.1 After the University Librarian has provided the member with an Annual Performance Review, either the University Librarian or the member may request a meeting to discuss the review. The member may also provide a written response to their review to be placed in their personnel file.
- IV.16.5.2 After a finding under [IV.16.3.3](#) (b) generally satisfactory with some areas that require development, and where the University Librarian is concerned about a member's performance of required duties and responsibilities, the University Librarian shall meet with the member to discuss their performance and to develop a plan, the goal of which is to assist the member in achieving a satisfactory annual performance review the following year. The meeting shall occur no later than the fourth Friday in November. The purpose of this meeting is as stated in [IV.16.5.4](#)(a) through [IV.16.5.4](#)(f). The Association shall send a representative to this meeting.
- IV.16.5.3 After a finding under [IV.16.3.3](#) of (c) unsatisfactory performance, and where the University Librarian is concerned about a member's performance of required duties and responsibilities to the extent that there may be a serious deficiency which could lead to the denial of a CDI, the University Librarian shall meet with the member. The meeting shall occur no later than the fourth Friday in November. The purpose of this meeting is as stated in [IV.16.5.4](#)(a) through [IV.16.5.4](#)(f). The Association shall send a representative to the meeting. If in the subsequent year, the member's performance is once again deemed unsatisfactory with

serious deficiency the meeting between the University Librarian and the member shall be as stated in [IV.16.5.4](#), and in addition shall include a reassessment of the plan developed in the previous year.

IV.16 5.4

The purpose of the meeting described in [IV.16.5.2](#) and [IV.16.5.3](#) is:

- (a) to discuss the member's achievements and performance of his or her duties and responsibilities;
- (b) to discuss the development of the member's professional duties, research/scholarship and/or service, as appropriate to the member's duties and responsibilities;
- (c) to discuss available support and mentoring in any or all of performance of professional duties, research/scholarship or service.
- (d) to give the University Librarian an opportunity to hear submissions of the member and, where requested to, consider whether reassessment is warranted;
- (e) to discuss the possibility of an alternative distribution of duties consistent with the understanding that all librarian members shall perform the range of duties described in [IV.1.2](#)
- (f) to develop or reaffirm a plan to achieve satisfactory annual performance reviews. The University Librarian shall ensure that the member is offered support and reasonable resources to implement this plan and overcome the specific concerns identified in their Annual Performance Review.

IV.16 5.5

Within fourteen (14) days of the meeting, described in [IV.16.5.2](#) and [IV.16.5.3](#), the University Librarian shall provide the member with a summary of the meeting including details of any support and mentoring to be provided to the member and any arrangement reached regarding flexible distribution of duties. In addition, if the member requested reassessment as per [IV.16.5.4\(d\)](#), the University Librarian shall communicate his/her decision regarding reassessment.

IV.17

Personnel Files

IV.17.1

Every member has a right of access to any personal information about the member that is in the custody or under the control of the Employer except where such information is subject to solicitor-client privilege or privilege attaching to material obtained or prepared in contemplation of or for use in litigation before a court or judicial or quasi-judicial tribunal or to communication in furtherance of settlement. All rights and restrictions of this Article [IV.17](#) shall apply equally to all information banks that contain personal information. Members shall be advised of the location of all such information banks.

IV.17.1.1

A member's personnel file shall be kept in the Office of the Faculty of Arts and Science, with a copy in the office of the Chair of the member's department or program. The personnel file, as well as any and all subsidiary or supplementary departmental or program personnel files, shall be held so as to protect the privacy of the member and shall be accessible (with the exceptions and limitations stated in [IV.17.1](#) and [IV.17.4.1](#)) only to the Provost and Vice President Academic, the Dean, the Chair of the member's department or program, the members of that department's or program's Personnel Committee, and the members of COAP.

A member's salary and benefits records shall be maintained in a separate file in the Department of Human Resources.

IV.17.1.2

The personnel file shall be the only file used in decisions respecting any and all terms and conditions of employment of a member, except where otherwise required by provisions of this Collective Agreement and subject to the exceptions in [IV.17.1](#), above. The personnel

file shall contain only material pertinent to the employment of the member. Information that has not been accessible to the member from the time it came into the custody or under the control of the Employer shall be excluded from the personnel file and, subject to [IV.17.1](#), from any other file used, as required above, in decisions respecting terms and conditions of employment, if the absence of the early access could reasonably be deemed to be prejudicial to the member, and no personnel decision about the member shall be made on the basis of or with the aid of such excluded information.

IV.17.2.1 A member shall have the right, upon a minimum of two (2) days' written notice to the Dean or University Librarian, and/or department/program Chair, to examine his/her personnel file during normal business hours. With the limitations stated in [IV.17.1.1](#), [IV.17.6.1](#) and [IV.17.6.2](#), there shall be complete access to the file. A member's access to his/her file maintained in the Department of Human Resources shall be on the same basis as above.

Following such examination, and upon written request and at his/her own expense and at cost, a member shall be provided with a copy of his/her personnel file or of any of its contents.

IV.17.2.2 A member is entitled to:

- (a) request correction of personal information contained in the member's personnel file where the member believes there is an error or omission;
- (b) require that a statement of disagreement be attached to the information reflecting any correction that was requested but not made.

IV.17.2.3 Any material shall be added to the file upon the request of the member, provided that the member declares the manner of solicitation, if any, of the material.

IV.17.2.4 A member may request, in writing to the Dean, that certain material in his/her personnel file be subject to confidential safeguards beyond those provided for in this Agreement. The denial of such a request shall not be the subject of a complaint or grievance.

IV.17.2.5 Except at the request of a member, no anonymous material shall be kept in his/her personnel file. Aggregated statistical information based on evaluations of teaching is considered to be anonymous. Except at the request of a member, no anonymous matter shall be used in any decision respecting the terms and conditions of employment, including appointment, of any member.

IV.17.3 A member's personnel file shall contain one copy of the employee's curriculum vitae as follows: (a) a member shall submit an up-to-date curriculum vitae for inclusion in his/her personnel file during their first year of employment at the University; (b) a member shall submit an updated curriculum vitae at least once every five years thereafter; (c) in addition, a member may submit an updated curriculum vitae at any time they see fit; and (d) the Dean or University Librarian may request an updated curriculum vitae at any time if required for the purposes of external reporting and such requests shall not be unreasonably denied. A member shall provide their curriculum vitae in the form prescribed by the Dean or the University Librarian. When an updated curriculum vitae is added to the member's personnel file, any previous curriculum vitae that is in the file shall be removed and destroyed.

IV.17.4.1 None of the contents of any personnel file or other employment-related files as referenced in [IV.17.1.2](#), shall be released or made available to any person without the express written permission of the member concerned, except that the President may authorize certain officers

or agents of the University or of the Association to have access to these files in the context of grievance and dispute resolution, other official administrative purposes, or for purposes contemplated by the Collective Agreement. In such cases, the authorized officers or agents shall hold these files so as to protect the privacy of the individual member, subject to the purpose for which authorization is granted. The member and the Association shall be informed in writing, at least five (5) days prior to such access, with details of the material to which access has been authorized. The member shall be given the opportunity to add to these files a written statement on the accuracy or adequacy of the material before it is released.

IV.17.4.2 The Provost and Vice President Academic, Dean or University Librarian shall have access without the member's consent to a member's disability status, held in the Department of Human Resources, only if such information is necessary for assessing the member's capacity to carry out his/her workload.

IV.17.5.1 Letters of reference, assessment, and evaluation of performance of the member solicited for, or used in, career development decisions relating to the appointment, re-appointment, or granting tenure to the member shall, three (3) years from the date of the granting of tenure, be transferred to the Office of the President where they shall remain closed for a period of ninety (90) years from the date of birth of the member. Material retained under [III.7.11](#) shall be subject to [IV.17.5.1](#) following the period described in [III.7.11](#).

IV.17.5.2 When a member's appointment terminates under any of the provisions of this Agreement, that member's personnel files shall, three (3) years from the date of termination, be transferred to the Office of the President where they shall remain closed for a period of ninety (90) years from the date of birth of the member.

IV.17.6.1 Material less than three (3) years old which was contained in any member's personnel file on February 14, 1997, and which was solicited under an implied or express promise of confidentiality to the author shall be made available to the member, upon request, with the name of the author deleted. Older solicited material shall be destroyed unless the member specifically requests otherwise in writing. Upon such a request, the material remains in the file on the same basis as solicited material less than three (3) years old. Material which was contained in any member's personnel file on February 14, 1997, and which was not solicited shall be deemed not to be confidential and shall be made available in full to the member.

IV.17.6.2 All unsolicited and solicited material produced or requested on a date later than three (3) months after February 14, 1997, shall be made available in full to the member. Solicited material is material solicited for decisions respecting a member's terms and conditions of employment, including letters of reference, assessment, and evaluation of performance.

IV.18 Religious Observances

Members shall be entitled to make reasonable rearrangements of their duties upon due notice to permit them to observe the religious obligations and practices of their faiths.

IV.19 Scholarly Misconduct

IV.19.1 The Policy on Scholarly Misconduct (referred to as "the policy"), endorsed by Senate of Trent University May 14, 2013, is attached hereto as [Appendix C](#) and forms part of this Collective Agreement.

IV.19.2 Any statement made by a member named in an allegation during mediation or settlement

discussion at any stage of procedure under the policy, including any meetings held under paragraph [V.3](#) of the policy, shall be without prejudice and shall not be referred to or relied on in evidence at any later stage of the proceedings under the policy, including arbitration, or in proceedings outside the University.

- IV.19.3 A member named in an allegation and attending a meeting held as part of a formal investigation under the policy may, if he or she so requests, be accompanied by a representative of the Association or, with the Association's written agreement, be represented by any willing person.
- IV.19.4 A grievance arising out of the imposition of a disciplinary penalty under the policy must be filed by the Association in accordance with the timelines laid out in [IX.3](#). Such a grievance may be referred directly to Step Three of the grievance process as outlined in [IX.3](#). These time limits may be revised by mutual agreement of the parties.
- IV.19.5 No person connected with the formal investigation of an allegation under the policy shall be appointed an arbitrator in any subsequent arbitration of the allegation. The arbitrator(s) shall hear all evidence de novo.
- IV.19.6 Public or official statements by officers of the University concerning an allegation, investigation and/or finding shall be consistent with the substance and/or stage of said allegation, investigation and/or finding. Such statements, including statements concerning disciplinary penalties imposed under the policy, shall be made by the University only on a "need-to-know" basis, including as required by the funding agencies. However, arbitration reports issued in consequence of actions under the policy constitute public documents.
- IV.19.7 Records of disciplinary penalties under the policy which are confined to a warning, reprimand or restitution 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 have been added to the member's files. Records of more serious disciplinary penalties under the policy 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 have been added to the member's files. Documents which are so removed shall be maintained in a separate file in the Office of the appropriate Dean/University Librarian, 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.
- IV.19.8 Nothing in this Article limits or restricts the University's rights pursuant to Article [I.3.2](#) of the Collective Agreement.
- IV.20 Implementation of Distance Education Courses

(a) Distance Education courses shall not be used by the Employer to reduce or eliminate full-time academic positions at the University.

(b) Courses previously approved by Senate require decanal approval to be converted to distance education format. Such a course conversion does not normally require Undergraduate Studies Committee approval. All other new distance education courses must follow the normal course approval process.

(c) Course limits and enrolment caps on Distance Education courses shall be proposed at the discretion of the department or program in which the course is offered. Requests for enrolment limits for Distance Education courses shall be made using the University

procedures set out for all courses.

(d) Distance Education courses shall be taught by fully qualified personnel.

(e) No Member shall be assigned to develop or to deliver a Distance Education course without the prior agreement of the Member.

(f) In the event that a Member is asked to develop and or teach, for the first time, a Distance Education course, the Member shall receive appropriate professional development and technical support assistance so that s/he is specifically and comprehensively prepared to teach in this environment.

(g) Where the employer has provided assistance in the creation or development of the distance education course, whether by way of funds, facilities and/or support or technical personnel employed by the employer, beyond that which is normally provided to members to carry out the development of distance education courses, it is permissible to depart from the share of remunerations defined in [VI.6.5](#). Any such departures must be agreed to by the member(s) and the employer, in writing, prior to the assistance being provided. The member shall be advised of their right to consult with the Association. A copy of all such arrangements shall be provided to the Association.

(h) Members teaching Distance Education courses with enrolments of greater than fifty (50) students may apply for additional teaching support as per the usual procedure in [IV.4](#).

(i) The development and teaching of distance education courses shall be included in the allocation of teaching and departmental/program duties.

(j) Members shall submit Distance Education courses syllabi they have created as evidence to the appropriate evaluation committee concerned with the granting of tenure as per [III.7.7.8](#).

(k) Members may submit Distance Education course materials that they have created as evidence to the appropriate evaluation committee concerned with the granting of promotion as per [III.8.6.9](#).

CHAPTER V

PROFESSIONAL LIBRARIANS

V.1 Classification, Promotion Requirements and Salary Scales

Except where modified by this Agreement, the document entitled "The Classification, Promotion Requirements and Salary Scale of Librarians", [Appendix A](#) of this Agreement, shall remain in force during the life of the Agreement.

V.2 Hours of Work

The normal hours of work for librarians with regular full-time appointments shall total thirty-five (35) hours per week, which shall be scheduled on a fair and equitable basis to meet the operating needs of the Library.

V.3 Vacation

A Librarian member with less than ten (10) years service shall be entitled to twenty-two (22) working days of vacation, without loss of pay, during each year of employment. After ten (10) years of service this entitlement becomes twenty-five (25) working days. Where the employment during the year is less than twelve (12) months, or on a part-time basis, such entitlements shall be pro-rated accordingly. The University Librarian shall schedule vacations in order to give the greatest possible consideration to the preferences of librarian members, taking into account the functioning of academic programs and the needs of students.

V.4 Procedures Governing the Appointment of the University Librarian

V.4.1 The position of University Librarian, when vacant, shall be duly advertised in appropriate Canadian publications, including the CAUT Bulletin and Feliciter, and electronic distribution media relevant to librarians as established by the University Librarian in consultation with the Librarians' Committee, and these shall be placed so as to allow sufficient time for applications to receive due consideration.

V.4.2 The University Librarian shall be appointed by the President on the advice of a Search Committee which shall include at least two (2) members who are librarians.

V.4.3 All candidates invited by the Search Committee for interview shall also meet librarian members.

V.4.4 The Search Committee shall consult with librarian members prior to making its recommendations to the President.

V.4.5 The position of University Librarian shall not be used for redeployment of faculty members unless the procedures as outlined above have first been carried to completion.

V.5 Academic Administrators

Where librarians are appointed to administrative office or as members of the Board of Governors and are excluded by definition from the bargaining unit, they shall be deemed eligible for consideration by the Library Personnel Committee, COAP, and the University Librarian for career development decisions, including merit awards, on the basis of their

professional achievements over that period. Where an academic administrator or librarian member on the Board of Governors is awarded a merit award, such shall be in addition to the number provided for in [III.12.1](#).

CHAPTER VI: INTELLECTUAL PROPERTY AND COPYRIGHT

VI.1

Definitions

“*Copyright*” shall be read and understood as used in the context of the Copyright Act of Canada and means the sole right to produce or reproduce the work or any substantial part thereof in any material form whatsoever, to perform, or in the case of a lecture to deliver the work or any substantial part thereof in public, or if the work is unpublished, to publish the work or any substantial part thereof.

“*Copyright Account*” means a separate account opened at the University to receive royalties in respect of copyright.

“*Intellectual Property*,” means any result of intellectual or artistic activity, regardless of format, including:

- (a) inventions, arts, processes, machines, manufacturers, compositions of matter and improvements;
- (b) original literary, dramatic, artistic, and musical works as well as sound recordings, performer's performances and communication signals and works including but not limited to: publications, notes, books, texts, articles, monographs, glossaries, bibliographies, cartographic materials, modular posters, study guides, laboratory manuals, correspondence course packages, interactive textbooks, websites, course work delivered on the Internet (including distance education materials), multimedia instructional packages, syllabi, tests and work papers, lectures, choreographic works, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio tapes and cassettes, computer software, computer programs and code of all types, layouts, interfaces, applications and tools, all databases and database layouts (but not data in databases unless the individual elements can be or are protected), live video and audio broadcasts, programmed instructional materials, drawings, paintings, sculptures, photographs, works of visual art and music (including any software which expresses the said notes, manuals, artifacts or works), and productions (including sound, video, film, hypertext multimedia);
- (c) proprietary information, trade secrets, and know how;
- (d) industrial designs, artistic designs;
- (e) tangible research property including integrated circuit topography, biotechnology and genetic engineering products (including plant cultivars and germ plasm);
- (f) engineering drawings, engineering prototypes and other property which can be physically distributed;

whether or not any such property is registered or able to be registered, or the subject of applications for registration, and all other products of research or discovery which are protected by law, including by a statutory regime, or which may be licensable.

“*IP Account*” means a separate account opened at the University to receive royalties in respect of any intellectual property not subject to copyright as referred to in [VI.5.1](#) (b).

“*Net Profit*” as used in [VI.6.5](#) shall be defined as gross revenue generated from IP or copyright from third parties, less substantiated out of pocket expenses incurred by the member responsible for the development of the IP/ copyright.

VI.2 Intellectual Property and Copyright Committee

The parties agree to establish a subcommittee of Joint Committee to address intellectual property and copyright issues. This subcommittee shall be called the “Intellectual Property and Copyright Committee,” and shall be composed of two (2) members appointed by the Employer and two members appointed by the Association. The Committee shall be co-chaired jointly by one (1) representative of the Association and one (1) representative of the Board. The Committee shall meet at the call of any two (2) members to:

- (a) conduct such business as is referred to it;
- (b) consider proposals for modifications or changes in the intellectual property and copyright Articles of this Collective Agreement;
- (c) mediate any disputes arising out of this Article as per [VI.8](#);
- (d) receive from the Employer any communication on the University's contract with an IP development agency.

VI.3 Subcontracting by Employer

The Employer agrees not to enter into any agreement to subcontract the services of any member without securing to the member whose services are subcontracted all the rights, privileges and benefits accorded to members in this Article [VI](#), nor shall the Employer enter into any agreement to create or participate in a consortium of universities or government departments or private companies, for the purposes of research or development or commercial exploitation or the creation of intellectual property without securing to the members who may be seconded to or employed by such consortia, departments, or private companies all the rights, privileges and benefits accorded by this Article [VI](#). If the Employer makes an agreement contrary to this provision and fails to secure the said rights, privileges and benefits to said members, the agreement shall not apply to members unless there is a special agreement in writing between the Employer and the Association, upon the recommendation of the Intellectual Property and Copyright Committee (Article [VI.2](#), to waive this provision in that case. Any member(s) who uses the Employer's facilities while providing subcontracted services will provide reciprocal protection to the Employer.

VI.4 Previous Arrangements

Members with existing protection to intellectual property and copyrights arrangements with the Employer may opt for provisions in this Agreement if they so choose.

VI.5 Protection of Intellectual Property not Subject to Copyright

VI.5.1

- (a) The Employer waives, disclaims and abandons, any interest in or claim to, any invention, improvement, design or development made by a member without any use of the Employer's funds, services, facilities, support and/or technical personnel. Demonstration of use of the Employer's services or facilities by members lies with

the Employer. Members are required to give the Employer immediate notice of any application made by them to legally protect intellectual property prior to filing such an application.

- (b) Ownership of inventions, improvements, designs or developments shall vest in the member(s) who developed it. The Employer will share equally any revenue generated as a result of commercialization of any invention, improvement in design or development made by a member with the use, in whole or in part, of the Employer's funds, services, facilities, support and/or technical personnel. The use of normal academic facilities as defined in Article [IV.2](#) shall not be considered use of the Employer's services or facilities. Demonstration of use of the Employer's services or facilities by members lies with the Employer.
- (c) There will be a joint committee established to negotiate issues related to the disclosure of intellectual property, the responsibilities of the Employer and/or members regarding demonstration of the use of the Employer's services or facilities and the proportionality of shared revenues based on a schedule of resources used and accrued interest, within the life of the agreement.
- (d) Disputes as to what constitutes normal academic facilities shall be referred to the Intellectual Property and Copyright Committee for adjudication. No member shall make any application to protect intellectual property in respect of any such invention, improvement, design or development except in accordance with this Article.
- (e) For the purpose of this Article, the payment of salaries to members shall not be construed as use of the Employer's funds.

- VI.5.2 Subject to Article [VI.3](#), Article [VI.5.1](#) shall not apply to any invention, improvement, design or development resulting from work financed by a grant or contract where the granting or contracting body, as a condition of the grant or contract, requires that any patent rights be assigned to it.
- VI.5.3 The parties agree that members have no obligation to seek intellectual property protection for the results of their work, nor to modify research to enhance commercialization potential. The parties further agree that, except as herein provided, members have the unqualified right to publish their inventions, although such publication may be a bar to future application for protection of intellectual property.
- VI.5.4 There shall be no obligation on the Employer to enter into any agreement with the member in the development of intellectual property. Members who seek to exploit an innovative idea have the option to use or not to use the services of the Employer for the development and exploitation of the idea. The Employer shall have the first option to carry out development of the intellectual property towards commercialization. In either case, the member shall sign an agreement with the Employer which governs the rights of the parties in accordance with this Article and sets out in detail the understanding between them as to the intellectual property and any subsequent costs and/or revenue. In the case of protection of intellectual property, the member shall, if the terms are satisfactory to the member, sign an agreement to take all steps or actions necessary for the purpose of formally involving any approved intellectual property development agency (IPA) with whom the Employer may have a contract.
- VI.5.5 If the intellectual property development agency (or agencies) with whom the Employer has entered into agreement does (or do) not accept the invention for development, protection

and/or commercialization, the Employer may at its own discretion release the member from any obligation to the Employer, thus permitting the member to proceed or not with development on an independent basis.

- VI.5.6 The costs and expenses involved in obtaining, protecting, maintaining, licensing and commercializing any intellectual property referred to in [VI.5.1\(b\)](#) exploited through the services of an IPA will be borne by the Employer. Expenses incurred in respect of such intellectual property not exploited through the services of a IPA will be borne by the member.
- VI.5.7 All royalties received in respect of any intellectual property referred to in paragraph [VI.5.1\(b\)](#) will be deposited in an "IP Account". Where the University incurs expenses with respect to the efforts of an IPA, it may be immediately reimbursed from the appropriate IP Account. Where members incur expenses in respect of intellectual property not exploited by the IPA, they may also be immediately reimbursed from the appropriate IP Account. On April 30 of each year, reimbursement of any outstanding expenses incurred in the preceding year will be made from each IP Account. The amount remaining in each IP Account will be distributed in proportions agreed to by the member and the Employer. The Employer shall allocate its share to the academic and/or research budget. It may use its share at its discretion to provide such items as, but not exclusively restricted to, equipment and library resources to foster and maintain the academic and research environment generally in the University, and half of such resources shall be designated to acquisition of such resources in the department or program with which the inventor is affiliated. If the amount in any IP Account as of April 30 is not sufficient to reimburse the outstanding expenses of the Employer or member as the case may be, those expenses shall be reimbursed to the extent possible and the amount of the deficiency shall be deemed to be expenses incurred in the following year. These funds and accounts shall be maintained in such a way as to be open for inspection to the Association's President or designate.
- VI.5.8 The member shall grant to the Employer non-exclusive, royalty-free, irrevocable, indivisible and non-transferable right to use solely for the Employer's internal use any intellectual property, improvement, design or development referred to in [VI.5.1](#) above. Such right shall not include the right to transfer or exploit any product or process.
- VI.5.9 The name and trademark of Trent University shall not be used in connection with any intellectual property without agreement of the member and the Employer and shall be used upon request of the University in connection with any intellectual property referred to in [VI.5.1](#) above.
- VI.5.10 Members must verify protection of the Employer against liability in the use/application of their independently created works.
- VI.5.11 Contributions in the development of intellectual property shall at the request of the member be included in listings of publications and scholarly papers, in any curriculum vitae, in grant applications, and in reports prepared by the Employer.

VI.6 Copyrights

VI.6.1 Copyright

- (a) The parties agree that members hold the copyright in all their original literary, dramatic, musical and artistic works, including those created in digital formats. The Employer also agrees and undertakes to transfer to the author and hereby transfers to

the author any copyright which the Employer may have in any original literary, dramatic, musical or artistic work created by a member, except as herein provided.

- (b) Sub-paragraph (a) above does not apply to members who are employed by the Employer or an agent of the Employer to edit a journal or magazine except with respect to articles, reviews or literary pieces written by them.

VI.6.2 Copyright in Instructional Materials

The Employer agrees that all rights in the copyright to lectures, laboratory manuals, and all other teaching materials including, but not limited to, multimedia instructional materials and distance education courses prepared by and delivered by a member using facilities as defined in Article [IV.2](#) shall vest in the member.

VI.6.3 Theses

From the time when a graduate thesis proposal has been finally approved by the Graduate Studies Committee, it shall be retained by the School of Graduate Studies for twelve (12) months unless, by mutual agreement between the supervisor of the thesis and the supervisee, it is decided that it may then be released and deposited in the Library. Otherwise, at the end of the twelve (12) months the completed thesis will be deposited in the Library.

VI.6.4 Copyright in Distance Education Courses

- VI.6.4.1 (a) The Member shall grant to the Employer non-exclusive, royalty-free, irrevocable, indivisible, and non-transferable licence to use solely for the Employer's internal use, distance education courses created by the Member. Such licence shall not include the right to transfer or exploit the distance education courses, in whole or in part. The distance education course materials shall be used by the Employer solely for the purpose of delivering the course for which they were designed.

(b) Where Members have been employed by the Employer outside the term of their limited term appointments, solely for the purpose of creating distance education materials, the ownership of the intellectual property rights to these said course materials shall be held by the Employer.

- VI.6.4.2 If a department/program proposes to offer a distance education course that has not been offered during a period exceeding four (4) years, and the Employer intends to assign the course to another instructor under the provisions of [VI.6.4.3](#), the Employer may request that the member revise and update the course prior to it being offered again. If the member declines, the Employer reserves the right to have the distance education materials revised and updated by other qualified personnel. The Member shall be supplied with a copy of the revised materials at his or her request. Such revision or updating does not constitute a waiver of the Member's moral rights.

- VI.6.4.3 A member, as owner and copyright holder of the distance education course materials, retains the right to teach his/her distance education course each time it is offered. If a member declines the request of the employer to teach the course, or is unavailable (e.g, sabbatical or other leave), the employer may assign another qualified instructor to teach the course and its content that the employer has a licence to use under [VI.6.4.1](#).

VI.6.5 Remunerated Use of Distance Education Materials

If a Member, as owner and copyright holder of the distance education materials, chooses to make her/his distance education material available for purposes of remuneration, s/he shall inform the Employer in writing of their decision. Net profits accruing from the sale or licencing of the distance education materials shall be shared equally between the Employer and the Member.

VI.6.6 Continued Ownership of Distance Education Materials

The Member shall hold copyright in any distance education materials developed during the Member's University employment. When a Member, who has created a distance education course for delivery at the University, ceases to be employed by the University, the former Member may continue to use for teaching, research and other purposes, all course content and course materials, including both institutional and non-institutional course content and course materials, created or taught by the Member while employed by the University, provided the name of the University is not used in connection with the course content or courseware.

VI.6.7 Copyright and Improvements in Computer Programs

The regulations contained herein shall apply only to computer programs developed as part of a member's duties in the course of University employment.

VI.6.7.1 Ownership

- (a) The members shall hold the copyright in any computer programs developed during the course of the member's University employment. If the member ceases to be employed by the University, the Employer shall have the use, for internal purposes, of such programs in perpetuity.
- (b) The member shall grant to the Employer a non-exclusive, royalty-free, irrevocable, indivisible and non-transferable right to use solely for the Employer's internal use any computer program referred to in [VI.6.7.1\(a\)](#) above. Such right shall not include the right to transfer or exploit any product or process. The Employer shall take reasonable precautions to ensure that these computer programs are protected from unauthorized access, mutilation, copying, or amendment.
- (c) Subject to Article [VI.3](#), Article [VI.6.7.1](#) (a) does not apply to any copyright resulting from work financed by a grant or contract where the granting or contracting body, as a condition of the grant or contract, requires that any copyrights be assigned to it.

VI.6.7.2 Academic Credit

Contributions in the development of computer programs shall at the request of the member be included in listings of publications and scholarly papers, in any curriculum vitae, in grant applications, and in reports prepared by the Employer.

VI.6.7.3 Commercialization

- (a) The parties agree that members have no obligation to seek copyright protection for the results of their work, nor to modify research to enhance commercial potential. The parties further agree that, except as herein provided, members have the unqualified right to publish their computer programs, although such publication may be a bar to future commercialization of such programs.

- (b) Members choosing to make their computer programs commercially available shall inform the Employer in writing of their decision.
- (c) The net profits accruing from the exploitation of the computer program shall be shared equally between the Employer and the member.
- (d) The fee or royalty to be charged shall be established by agreement between the member, with the assistance of the Association if requested, and the Employer. If the parties fail to reach agreement on such fee or royalty, it shall be set by the Committee on Intellectual Property and Copyright. A final copy of any agreement entered into under this section shall be copied to the Joint Committee on the Administration of the Agreement.
- (e) The Employer shall not unreasonably restrain the exploitation of the computer program. If, within two (2) months of the receipt of a written request by a member, the Employer has not commenced negotiations with the member for the exploitation of the computer program, the Employer shall be deemed to have waived any and all rights in the exploitation of the copyright of the said computer program and shall forego all fees, royalties, and other income. In this event, the Employer's obligation under paragraph [VI.6.7.3](#) (f) shall cease.
- (f) The cost and expenses involved in registering, protecting, maintaining, licensing and commercializing any copyright ("Copyright expenses") shall be borne by the Employer in the event that University facilities were used in the creation process. The University shall be responsible for obtaining registration of any copyright and shall have carriage of any application for registration for such copyright. All royalties received in respect of any copyright will be deposited in a Copyright Account. Where the Employer incurs copyright expenses, it may be immediately reimbursed from the appropriate Copyright Account. On April 30 each year, the Employer shall be reimbursed from the appropriate Copyright Account for any outstanding copyright expenses incurred in that year.
- (g) Fifty per cent (50%) of the amount remaining in the Copyright Account will be distributed to the Employer and the remaining fifty per cent (50%) will be distributed to the member. If the amount in any Copyright Account as of April 30 is not sufficient to reimburse the outstanding copyright expenses of the Employer, those copyright expenses shall be reimbursed to the extent possible and the amount of the deficiency shall be deemed to be copyright expenses incurred in the following year.

VI.6.7.4 Multiple Copyright Holders

- (a) Where more than one (1) member is an author of a computer program, any reference in this Article [VI.6.7](#) to the 'member' shall be deemed to mean all members who are authors of the computer program, and the agreement or permission of the 'member' shall be deemed to mean the unanimous agreement or permission of all such members.
- (b) Members who are co-authors of computer programs shall agree among themselves as to the interest of each in the ownership of the member's share of the copyright, and also as to division of the member's share of royalties, fees, or other income.

On the death of a member or former member, any rights which the member had derived under this Article [VI](#) or any agreement made in pursuance of this Article [VI](#) shall pass to the member's estate.

For the purpose of this Collective Agreement, the complaint stage of a grievance pertaining to intellectual property and copyright shall be referred to the Intellectual Property and Copyright Committee. If the Committee is unable to resolve the dispute, the remaining formal grievance and arbitration procedures provided for in [Chapter IX](#) of this Collective Agreement shall apply.

CHAPTER VII: HEALTH AND SAFETY

VII.1 Mutual Concern

The University and the Association agree that the protection of the health and safety of members and other persons in the workplace is an important matter of mutual concern and that both the University and the members have responsibilities delineated in the *Occupational Health and Safety Act, R.S.O 1990, c.01*, as amended from time to time (hereinafter referred to as the “Act”), the Workplace Safety and Insurance Act (WSIA), the Trent University Health and Safety Policy and the Joint Health and Safety Committee Terms of Reference, and any other relevant legislation or regulations (e.g. Ontario Fire Safety Regulations).

VII.2 Responsibilities of the University

VII.2.1 The University acknowledges its obligations under the Ontario Occupational Health and Safety Act and related legislation, and in particular, its responsibility to provide a workplace where the health and safety of employees is protected as they carry out their duties.

To that end:

- a) The University shall comply with the provisions of the Act;
- b) In keeping with the provisions of the Act, the University reserves the right to give direction, including the establishment of such policies and procedures as may be considered necessary for workplace health and safety. It is agreed that any new policies or revisions to existing policies shall be made in accordance with [1.3.3](#), with the exception of the *Trent University Health and Safety Policy* which shall only be amended as per the *Terms of Reference for the Structure and Function of the Trent University Multi-Workplace Joint Health and Safety Committee* in force at the signing of this agreement.
- c) The University shall provide members with access to information relevant to their workplace health and safety, through the University website. Such information shall include, but not be limited to, health and safety policies, programs and procedures, training and links to applicable Federal, Provincial and Municipal legislation.
- d) The University recognizes and acknowledges the right of members to be informed about hazards in the workplace and to be provided with appropriate training; and the right of members to refuse unsafe work, consistent with the Act.
- e) The University will take those measures which it deems to be reasonable to maintain the security of the buildings and grounds, while, at the same time, maintaining reasonable access for members who have a need for such access at times other than during regular working hours.
- f) The University shall maintain Emergency Response Protocols.

VII.2.2 The University agrees to pay the cost of Level 1 and Level 2 certification for members on the Multi-Workplace Joint Health and Safety Committee.

- VII.2.3 The University will respond in writing, within fifteen (15) days, to all recommendations from the Multi-Workplace Joint Health and Safety Committee. This response will include the action to be taken and the time line for its implementation, or reasons for not acting on the recommendations.
- VII.3 Responsibilities of Members
- VII.3.1 Members shall work in compliance with the provisions of the Act and in compliance with the regulations, policies, programs and procedures specified by the University (see [VII.2.1 \(b\)](#)). Members shall complete Employer-provided training necessary to meet the Employer's and member's obligations under the Act. In addition, members who satisfy the Act's definition of supervisor shall insist that all persons under their supervision in the workplace shall follow the applicable University Health & Safety regulations, policies, programs and procedures and shall notify the University of any non-compliance.
- VII.3.2 Members shall follow safe working practices in carrying out their responsibilities and shall follow standards, rules, regulations, policies, programs and procedures regarding the use of personal protective equipment in the workplace. The Parties agree that the University shall provide, and the members shall make use of, protective equipment, whenever such equipment is required by the legislation, or the regulations pertaining to the legislation, for the safe performance of the Member's assigned responsibilities of employment. No employee shall be disciplined for refusal to perform work where the employee has acted in compliance with the Ontario Occupational Health and Safety Act.
- VII.3.3. Members shall advise the appropriate Dean, University Librarian, or designate, of any circumstance which comes to their attention that may place the health and safety of members and/or other persons at risk in the workplace.
- VII.3.4 Members shall advise the Health and Safety Officer of the introduction of any substance, technology or process into a laboratory or workplace over which they have authority where such new substance, technology or process has known health and safety risks.
- VII.3.5 For its part, the Association agrees to promote any education programs of information and instruction initiated by the Employer and required by relevant legislation that will promote health and safety awareness and training among members of the bargaining unit.
- VII.4 Multi-Workplace Joint Health and Safety Committee
- VII.4.1 The University and the Association agree to participate in the Multi-Workplace Joint Health and Safety Committee in accord with the Committee's Terms of Reference.
- VII.4.2 The Association shall appoint no fewer than two representatives to the Multi-Workplace Joint Health and Safety Committee.

CHAPTER VIII: DISCIPLINE

VIII.1 General

A member may be disciplined only for just, reasonable, and sufficient cause. Such disciplinary action shall be fair, reasonable, commensurate with the seriousness of the violations, and based on the principle of progressive discipline. Both parties recognize the objective of progressive discipline as being corrective in nature.

VIII.2 Non-disciplinary Situations

(a) A member may not be disciplined for violation of a rule, regulation or instruction unless that rule, regulation or instruction has been promulgated and communicated by the appropriate authority, and does not violate this Agreement.

(b) Medical disability shall not be cause for discipline. If a member is disciplined for an incident he/she claims is a result of medical disability or illness, he/she shall notify the university. In such cases, the university may require members to provide a medical certificate from a physician of his/her choice.

VIII.3 Discipline Separate from Academic Performance Assessment

(a) Disciplinary processes shall be distinct from academic assessments such as those used in the processes of re-appointment, tenure, promotion and merit.

(b) The fact that a disciplinary action has been imposed under Article [VIII.5](#) cannot, in itself, be the basis of the decision to deny a member reappointment, tenure, promotion and merit. The information, however, which resulted in discipline, may be considered only if specifically relevant to the criteria for the recommendation or decision being made. In each recommendation and decision, where information is communicated that was the grounds of disciplinary action, there will be an explicit accounting for the role that it played in that recommendation or decision. In the case of denial of annual Career Development Increment, the grounds for the denial but not the denial in itself may be a factor in such assessments.

(c) Where allegations triggering a disciplinary investigation directly involve the integrity of the scholarly record under review, the academic assessment process will be delayed until the completion of the investigation.

VIII.4 Types of Disciplinary Action

The only disciplinary measures that may be taken by the Employer against a member and documented in the member's Personnel file are as follows:

- (a) written warning;
- (b) written reprimand;
- (c) suspension with pay;
- (d) suspension without pay; or
- (e) dismissal for cause.

The measures (a) through (e) above are normally followed in sequence; however, depending on the seriousness of the infraction the disciplinary process may commence at any point.

- (f) Where the issue is academic performance and in cases of assessment of unsatisfactory performance with serious deficiency, denial of a Career Development Increment.

VIII.4.1 Written Warning

A written warning shall contain a clear statement of the reasons for taking action and shall be clearly identified as a disciplinary measure.

VIII. 4.2 Written Reprimand

A written reprimand shall state the nature of the offence and shall include a statement of any remedial action the member is required to take. It shall also remind the member that subsequent misconducts of the same order may be grounds for suspension or dismissal.

Where the member disagrees with the substance of the warning or reprimand, he or she may file a reply which will be contained in the member's personnel file.

In order to be deemed a letter of warning or reprimand according to the terms of this article, the letter shall be so identified.

VIII.4.3 Suspension (with or without pay)

Suspension is the act of the Employer in relieving, for cause, some or all of a member's duties and privileges without the member's consent.

VIII. 4.4 Dismissal for Cause

Dismissal means the termination of appointment without the member's consent
Dismissal shall be carried out in accordance with Article [IX.4](#) Dismissal for Cause.

VIII.4.5 Denial of Career Development Increment

No member shall be denied an annual career development increment provided for in Schedule A of this Agreement, except in consequence of a disciplinary decision to deny it in cases where a member whose performance has been found unsatisfactory with serious deficiency, in accordance with the provisions of this article.

VIII.5 Discipline Process

VIII.5.1

- (a) Disciplinary action shall normally be initiated after completion of a fair and thorough process, and shall not be based on anonymous information. The Employer bears the onus of proving that any disciplinary action taken was for just, reasonable and sufficient cause. In the case of denial of career development increment, [VIII.5.2](#), [VIII.5.3](#) and [VIII.5.4](#) shall be replaced with [VIII.6](#) Discipline Process for Denial of Career Development Increment.
- (b) Disciplinary action against a member can be taken only by the President or the Provost and Vice President Academic or designate.
- (c) A member may be disciplined only in accordance with the provisions of this article.
- (d) Disciplinary action cannot be taken by a member of the bargaining unit.
- (e) for members assigned duties beyond their regular duties, such as through an appointment as Chair of a department or program for a fixed term, failure to perform duties specifically assigned by this agreement will not normally be considered subject to

discipline, but may result in removal from the appointment prior to the end of the term.

- VIII.5.2 (a) If the President or Provost and Vice President Academic or designate believes, based upon a sufficient review of evidence, that there are grounds for disciplinary action it will notify in writing the member or members involved within thirty (30) days of the date they knew, or ought reasonably to have known, of the occurrence. The notification shall provide pertinent details of the evidence of the alleged cause for the discipline. A copy of the letter will be sent simultaneously to the Association.
- (b) If, in the course of the Employer's investigative review of the evidence, the Employer requests an interview with the member the Association shall be notified; if the member agrees to the Employer's request, the Association shall accompany the member to any meeting that is held. If the member elects not to attend the meeting, the Employer shall proceed with the evidence gathered to date.
- VIII.5.3 (a) The President or Provost and Vice President Academic or designate will provide the member an opportunity to meet to discuss the alleged cause for discipline within fifteen (15) days of the notice of discipline described in [VIII.5.2](#) (a). The President or Provost and Vice President Academic or designate and the member may each have an advisor present and the Association shall send a representative.
- (b) The member may also provide a written response to the notice described in [VIII.5.2\(a\)](#). Such written response must be received within twenty (20) days of receipt of the notice. A copy of the response will be sent simultaneously to the Association.
- VIII.5.4 If, after the steps in the disciplinary process as laid out in [VIII.5.2](#) and [VIII.5.3](#) have been completed, and the President or Provost and Vice President Academic or designate decides that disciplinary action is warranted, the Employer shall notify the member in writing of the disciplinary decision, including the specific details of the incidents, the nature of the offense and a statement of any remedial action the member is required to take including the suspension of duties where applicable. This notice shall be sent within ten (10) days of any meeting or response provided for in [VIII.5.3](#) or in the absence of such meeting or response, within 30 days of the notice of discipline described in [VIII.5.2\(a\)](#). A copy of this notice shall simultaneously be sent to the Association.
- VIII 5.5 The Employer shall not introduce into evidence at arbitration any notices of discipline of which the member was not aware. Any evidence introduced at an arbitration relating to discipline shall be confined to that which is relevant to the grounds of the notice of discipline referred to in [VIII.4](#).
- VIII.5.6 All records of any alleged misconduct including the investigative report and the member's responses will be destroyed immediately if the allegation is not substantiated.
- VIII.5.7 The record of disciplinary action, the investigative report and the member's response(s) will be kept in the member's Personnel File. The record will be removed from the member's file and destroyed after two (2) years provided that no subsequent allegation of similar misconduct has been confirmed or is under investigation.
- VIII. 6 Denial of Career Development Increment (CDI)

If Annual Performance Reviews result in three (3) consecutive findings that a member's performance is unsatisfactory with serious deficiency ([IV.15](#) and [IV.16](#)), the Dean may initiate the following procedures:

(a) The Dean shall inform the member, in writing with a copy to the Association, of his/her intent to recommend to the Provost that the member be denied their annual CDI. The letter conveying the Dean's recommendation shall document the Dean's concerns and reasons for their recommendation;

(b) on receipt of the Dean's letter the member shall have four (4) weeks to provide a response. The response must be in writing and must contain whatever supporting evidence the member deems pertinent.

(c) the Dean shall forward his/her recommendation, along with the member's written response ([VIII.6\(b\)](#)) to the Provost and Vice President Academic.

(d) The Provost and Vice President Academic shall meet with the member to discuss the Dean's recommendation within fifteen (15) days of receiving the recommendation. The Provost and Vice President Academic and the member may each have an advisor present and the Association shall send a representative.

(e) After careful consideration, the Provost and Vice President Academic may inform the member with a copy to the Dean and the Association that he/she intends to recommend to the President that the annual career development increment of the member be denied. Following receipt of such notification, the member may request an alternative duties arrangement ([VIII.6.1](#)). If this request is approved, the consideration of CDI denial is suspended.

(f) If a request of alternative duties is not made or if such a request is not approved, the Provost and Vice President Academic shall forward his/her recommendation to the President, with a copy to the Dean, the member, and the Association that the annual career development increment of the member be denied.

(g) The Provost and Vice President Academic's recommendation to the President (sub-paragraph (e) above) shall include a recommended effective date for the CDI denial.

(h) Following receipt of the recommendation from the Provost and Vice President Academic to deny CDI, the President shall consider the recommendation and notify the member in writing of his/her decision. If the decision is to accept the Provost's recommendation to deny CDI, the President shall specify an effective date for the CDI denial, which shall be no sooner than the July 1 subsequent to the communication of his/her decision to the member.

(i) In the event that a member receives a satisfactory Annual Performance Review during the period after receipt of the President's letter but prior to the effective date of CDI denial, the CDI denial process shall be terminated.

(j) During the period after receipt of the President's letter but prior to the effective date of CDI denial, the member may ask the Provost and Vice President Academic, to re-consider the CDI denial, based upon any significant new information regarding performance of duties.

(k) In the case of librarian members, the place of the Dean shall be taken by the University Librarian.

VIII. 6.1 Alternative Duties Arrangements

VIII. 6.1.1 Where the Provost and Vice President Academic has advised a member that that he/she intends to recommend to the President that the annual career development increment of the

member be denied ([VIII.6](#) (f)) the member may ask to undertake alternative duties.

- VIII. 6.1.2 To become effective, the alternative duties proposal requires the agreement of the Dean, who shall consult with the member's department/program, and the Provost and Vice President Academic.
- VIII. 6.1.3 Alternative duties would normally involve additional teaching, research, and/or the assumption of additional administrative/service responsibilities of a substantial nature, or a combination of the above.
- VIII. 6.1.4 Joint Committee shall be consulted about each such proposed arrangement on a case-by-case basis, as well as annually after implementation.
- VIII. 6.1.5 Subject to satisfactory performance of duties, including the alternative duties, as determined through the Annual Performance Review ([IV.15](#) and [IV.16](#)), the member shall receive their annual career development increment up to but not exceeding the ceiling of the member's rank.
- VIII. 6.1.6 No later than January 1, a member may give notice of their intention to terminate an alternative duties arrangement, thereby reverting to regular duties as of the following July 1.
- VIII. 6.1.7 Members in alternate duties arrangements who revert to regular duties prior to receiving a satisfactory Annual Performance Review shall be subject to the possibility of a CDI denial on the first July 1 after reversion to a regular appointment.
- VIII. 6.1.8 Members remaining on CDI denial for a period exceeding three years, at the discretion of their Dean, may be assigned alternate duties as per [VIII.6.1.3](#) and [VIII.6.1.4](#) on July 1st of the third year of CDI denial.
- VIII. 6.1.9 Members at a defined rank ceiling who become subject to the denial of a CDI under [VIII.6](#), at the discretion of their Dean may be assigned alternate duties as per [VIII.6.1.3](#) and [VIII.6.1.4](#), subject to any other arrangements which might be agreed to at Joint Committee.
- VIII. 6.2 Resumption of CDI(s)
- Upon receiving a satisfactory Annual Performance Review, any member denied one (1) or more CDIs, in accordance with the provisions of this Article, shall resume receiving CDIs for which they are eligible, beginning the following July 1.
- VIII. 6.3 Restoration of CDI(s)
- VIII.6.3.1 Where a member has been denied one (1) or more CDIs, in accordance with the provisions of this Article, the denied CDI(s) will be restored in the following circumstances:
- when the member has received two (2) consecutive years of satisfactory Annual Performance Reviews of regular duties or agreed to alternative duties in which case the denied CDI(s) will be credited to the member on a go-forward basis without retroactive compensation the July 1 immediately following the completion of two (2) years of satisfactory performance.
- VIII. 6.3.2. The restoration of CDI(s), in accordance with [VIII.6.2](#) and [VIII.6.3](#) above, shall not result in the movement of a member past the normal salary ceiling within the relevant rank (i.e. B14, C18, or D19); however, upon promotion, the denied CDIs shall be credited to the member on a go-forward basis.

CHAPTER IX:
GRIEVANCE AND ARBITRATION PROCEDURE, AND DISMISSAL FOR CAUSE

IX.1 General

The parties agree to use every reasonable effort to encourage informal, amicable and prompt settlement of disagreements likely to lead to grievance arising from the administration of this Collective Agreement. If these efforts fail to resolve the disagreement, a grievance may be filed by either of the parties to this agreement.

IX.1.1 Definitions

- (a) Grievance: A grievance is a claim, dispute or complaint involving the interpretation, application, administration or alleged violation of this Collective Agreement.
- (b) Grievor: The grievor is the party who initiates a grievance

IX.1.2 Carriage of Grievances

The association shall have carriage over all Association grievances. The Employer shall deal only with the Association with respect to a grievance.

IX.1.3 Types of Grievance

- (a) an individual grievance is a grievance initiated by the Association on behalf of an individual member;
- (b) a group grievance is a grievance initiated by the Association on behalf of a group of named members;
- (c) a policy grievance is a grievance arising directly between the Association and the Board concerning interpretation, application, administration or alleged violation of the provisions of this Agreement, and may be initiated by either the Association or the Board.

IX.2 Timely Resolution

IX.2.1 Where the procedures expressly established in this Agreement provide for reviews and appeals prior to final decision by the Board, the parties agree that all such procedures shall be exhausted, in a timely fashion, before any grievance is brought.

The grievance timelines, as provided in Article [IX.3.1.1](#), commence on the date the member receives the formal decision of the Board after having exhausted the applicable reviews and appeals.

IX.2.2 The time limits specified in this Chapter may be extended by mutual agreement by the parties.

IX.2.3 The parties agree to make every reasonable effort to settle grievances in a prompt, just and equitable manner.

IX.3 Grievance and Arbitration Procedure

IX.3.1 Step 1: Grievance

- IX.3.1.1 Formal grievance proceedings shall be initiated by formal Notice of Grievance from the Association to the President, with a copy to the Director of Human Resources. Such Notice shall be provided within fifty (50) days after the act or omission giving rise to the grievance has become known or ought reasonably to have become known. The Notice shall describe, so far as possible at the time of filing, the matter(s) in dispute, the Article(s) alleged to have been violated, the manner and date that the matter in dispute became known to the grievor, and the remedy or remedies sought.
- IX.3.1.2 The Employer shall provide a formal response in writing to the Association within ten (10) days of receiving this Notice.
- IX.3.1.3 If the Association is not satisfied with the disposition of the grievance in the formal response to the Notice of Grievance, it may submit the grievance, including a restatement of the claim in the light of the formal exchange, to the Grievance Conciliation Committee as provided for in Step 2 of the Grievance and Arbitration Procedure, Article [IX.3.2](#), provided that the Association acts within fifteen (15) days of the receipt of the response provided for, or within twenty-five (25) days of filing formal Notice of Grievance, where there is no response.
- IX.3.1.4 In grievances involving discipline, allegations of a violation(s) of academic freedom, allegations of discrimination, dismissal for cause, denial of tenure, non-renewal of a probationary appointment, or termination of a limited term contract before it comes to term, the Association shall have the right, upon receipt of the Employer's response described in [IX.3.1.2](#), to forward the matter to Step 3 Arbitration. In other cases, the parties may agree to take a dispute directly to Step 3 Arbitration as provided in Article [IX.3.3.1](#) below.
- IX.3.2 Step 2: Grievance Conciliation Committee
- IX.3.2.1 A Grievance Conciliation Committee shall be constituted within thirty (30) days of the signing of this Collective Agreement and shall consist of six (6) persons: three (3) persons who are outside the bargaining unit, appointed by the Board and three (3) persons appointed by the Association. All members of the Committee shall hold an academic, academic/administrative, administrative, professor emeritus, or professional librarian position or rank at the University. After such appointment, members of the Committee are not "representing" a party, but shall use their independent judgement in attempting to resolve grievances. The members of the Committee shall choose one of their members as Secretary to receive all formal notifications and communications, keep a cumulative record of all proceedings and recommendations of Grievance Conciliation Panels, and prepare the agenda for periodic meetings of the Committee. These records shall be open to the parties and shall be retained by the Department of Human Resources.
- IX.3.2.2 Each grievance submitted to grievance conciliation pursuant to [IX.3.1.3](#) shall be heard by a Panel comprised of three (3) members of the Committee, one (1) chosen from the Committee by each party and a Chair chosen by the two (2) conciliators thus selected. If they cannot agree, the choice will be determined by lot. The Panel shall be established by the Grievance Conciliation Committee within ten (10) days of receiving the grievance.
- IX.3.2.3 Terms of individuals chosen for the Committee shall be for the term of the Collective Agreement. Should a member of the Committee resign or be unable to serve her/his full term of office, then the party who made the appointment shall name a replacement. No person shall sit on a Panel in relation to any grievance which would involve a conflict of interest in the matter that gives rise to the grievance. Should a member of a Panel be disqualified by conflict of interest, then the party who made the selection shall name a replacement from among the remaining Committee members.

- IX.3.2.4 A Grievance Conciliation Panel shall begin its inquiries into the grievance for which it was chosen within ten (10) days after the grievance is referred to it and the Panel shall announce its recommendation within ten (10) days of concluding its inquiries, if possible, and, in any case, within thirty (30) days of the Panel being established.
- IX.3.2.5 The following rules and procedures shall be observed by Grievance Conciliation Panels:
- IX.3.2.5.1 It is not intended that Grievance Conciliation Panels shall possess the powers to summon and enforce the attendance of witnesses and to compel them to give oral or written evidence in the same manner as a court of record in civil cases.
- IX.3.2.5.2 Each Grievance Conciliation Panel shall determine its own rules of procedure for its inquiries, provided that it gives reasonable opportunity to the parties to make submissions to it, and permits the parties to be present during all presentations, and to be represented by persons of their choice, if they so choose. The rules and procedures established will be documented and included with the report of the Panel.
- IX.3.2.5.3 The Panel shall give the parties reasonable notice of the meetings for the presentation of submissions. The Panel shall not meet with either party in the absence of the other except with the agreement of the other party.
- IX.3.2.5.4 A quorum of a Panel in all its meetings shall be three (3) members of the Panel.
- IX.3.2.5.5 The parties shall have access to all documents which the parties deem relevant to the grievance, and they shall make these documents available to the Panel if they consider them to be pertinent to its inquiries.
- IX.3.2.5.6 The parties agree to give full cooperation to these Panels in their inquiries, and to use all their authority to secure such cooperation from their members and/or officers.
- IX.3.2.5.7 The Panels shall conduct their inquiries in a manner that shall be and shall be seen to be fair and equitable.
- IX.3.2.5.8 The Panel shall render its recommendation, including any minority recommendation or recommendations, in writing, and shall send copies to the aggrieved member, the Association, and the Board, and any other member involved or affected by the grievance. The membership of the Panel in process of hearing a particular grievance shall not change until its recommendation is rendered, except with the written consent of the Association and the Board.
- IX.3.2.6.1 The Panel shall confine itself to the grievance submitted to it, and shall have no authority to determine any other issue or issues not submitted to it.
- IX.3.2.6.2 The Panel shall not have jurisdiction to amend or add to any of the provisions of this Collective Agreement, nor to give any recommendation inconsistent with the terms of the Collective Agreement.
- IX.3.2.6.3 The Panel shall not be barred from dealing with the substance of a grievance because of a technical violation, irregularity or failure to follow procedures in this Collective Agreement.
- IX.3.2.6.4 By mutual agreement, the parties may elect to refer a particular grievance to a one-person Conciliation Panel. In such cases, the same procedures shall apply, mutatis mutandis.

- IX.3.2.7.1 Five (5) days after receiving the recommendation of a Panel, the parties shall meet to ascertain whether they can reach a formal agreement on the basis of the Panel's recommendation.
- IX.3.2.7.2 There may be as many such meetings as the parties desire, provided that a decision by either party to carry the grievance to arbitration cannot be made later than fifteen (15) days after transmission of the Panel's recommendation to the parties.
- IX.3.2.7.3 If a grievance is resolved by the parties prior to arbitration, either on the basis of the Panel's recommendation or otherwise, the Secretary of the Grievance Conciliation Committee will be advised, in writing, of the outcome. If the grievance is referred to arbitration, the Secretary will be provided with a copy of the correspondence referring the matter to arbitration. The Secretary will also be provided with a copy of the arbitration award, within five (5) days of receipt by the parties.
- IX.3.2.8 No resolution of a grievance under Step 2, as outlined in Article [IX.3.2](#), shall constitute a precedent in any subsequent arbitration unless there has been a formal agreement signed by both parties.
- IX 3.2.9 The parties agree that they cannot introduce into evidence, directly or indirectly, or otherwise use or rely on any aspect of the Step 2 process in the event the matter is referred to arbitration, including (but not limited to) the report, the testimony of witnesses called before the Panel, and arguments made by the parties before the Panel.

IX.3.3 Step 3: Arbitration

- IX.3.3.1 Any grievance processed in accordance with the grievance procedures may be submitted to arbitration by either party within fifteen (15) days of receipt of the recommendation of the Grievance Conciliation Panel ([IX.3.2.4](#)) or in the case of grievances proceeding directly to Step 3, within fifteen (15) days of receiving the Employer's response under [IX.3.1.2](#).
- IX.3.3.2 The parties agree that they will confer no later than thirty (30) days before the scheduled arbitration hearing and use their best efforts to resolve the grievance.
- IX.3.3.3 Arbitration shall be by a single arbitrator, unless the Parties agree to refer the matter to a three (3) person Board of Arbitration. In the event that the Parties elect for a three (3) person Board, the parties have ten (10) days to name their nominee to the panel.
- IX.3.3.4.1 Where a single Arbitrator determines the grievance, the following shall apply:
- (a) the parties agree that the following persons serve as single Arbitrators on a rotating basis so long as this Collective Agreement continues to operate:

Kevin Burkett
Jane Devlin
Brian Etherington
Pamela Picher
Brian Sheehan

- (b) the persons specified in (a) above shall serve as single Arbitrators in rotation according to the order in which they are listed. If an arbitrator is not available or agreeable to commence hearings within thirty (30) days of being notified of her/his

requested appointment, the next person on the list shall be selected, and so on, until one of those on the list is available. For the next arbitration thereafter, the person who appears on the list immediately after the arbitrator last selected shall be next in the sequence of selection. However, by mutual consent in writing, the parties may select a listed arbitrator out of turn or select an arbitrator not on the list;

- (c) if none of the persons on the list specified in (a) above can or will act within the required time, and if the parties do not agree on another arbitrator in accordance with (b) above, the parties, within fifteen (15) days shall ask the Ontario Minister of Labour to appoint such single Arbitrator;
- (d) where either party chooses to have a three-member Arbitration Board, it shall consist of a nominee from each of the parties and a Chair to be chosen on a rotation basis from the panel of arbitrators in [IX.3.3.4.1](#)(a) and in the manner provided in [IX.3.3.4.1](#) (b) and [IX.3.3.4.1](#) (c).

IX.3.3.4.2 The single Arbitrator or the Board of Arbitration shall determine its own procedures but shall give full opportunity to all parties to present evidence and make representations.

IX.3.3.4.3 The single Arbitrator or Board of Arbitration shall confine itself to the grievance submitted and shall have the power to amend technical deficiencies of the grievance and modify penalties including disciplinary penalties but shall not by its decision add to, delete from, modify or otherwise amend the provisions of this Agreement, nor shall it decide any other issue than that submitted to it.

IX.3.3.5 No person shall be appointed as an arbitrator who has been involved with or has attempted to negotiate or settle the grievance or who has any other conflict of interest.

IX.3.3.6 Each of the parties shall bear the expense of its appointee, if any, to the Arbitration Board, and one-half (1/2) of the expense of the Chair or single Arbitrator. The parties shall pay their own expense of appearing at the hearing.

IX.3.3.7 Where the grievance concerns a charge of discrimination pursuant to Articles [1.2.4.1](#) or [1.2.4.2](#) and the grievor demonstrates the existence of a pattern consistent with discrimination, the arbitrator(s) shall require the party against whom the grievance is filed to show that there was no discrimination in fact.

IX.3.3.8 Without limiting the operations of other appropriate provisions of this Chapter, the Arbitrator(s) shall have the power to award compensation, but only to the extent of recovery of monetary losses actually suffered by an individual member or party arising from the proven breach.

IX.3.3.9 The decision of the single arbitrator or Board of Arbitration, including any remedy or remedies, shall be final and binding on both parties.

IX.4 Dismissal for Cause

IX.4.1 Dismissal shall be only for just and reasonable cause.

IX.4.2.1 Dismissal means the termination of any appointment by the Board without the consent of the member, as follows:

- (i) for tenured members, before the point of retirement established pursuant to this Agreement;
- (ii) for non-tenured members, before the end of the appointment period, as specified in their letters of appointment or re-appointment, and/or as provided under the terms of this Agreement.

- IX.4.2.2 As the sole exception to the definitions stated above, neither layoff nor termination of appointment for reasons of financial exigency, pursuant to [Chapter XI](#) of this Agreement, shall constitute dismissal.
- IX.4.3 Members afflicted by physical or emotional inability to carry out their reasonable duties, upon submission of adequate proof, shall be granted compassionate leave without pay, except as provided in the long-term disability insurance scheme for members or as may be voluntarily granted by the University. Such leave shall not exceed four (4) years unless covered by the long-term disability insurance scheme, except by agreement of the University, the Association and the member.
- IX.4.4 Dismissal proceedings shall be initiated when the President, upon being satisfied that there appears to be adequate cause to justify a recommendation for dismissal, notifies a member in writing to meet informally and privately to discuss the prima facie grounds for dismissal, no earlier than seven (7) days and no later than fourteen (14) days after receipt of such notification. The President shall advise the Association of the commencement of dismissal proceedings as soon as possible after the notification to the member and prior to any meeting between the President and the member. If agreed by the President and the member, there may be additional informal meetings.
- IX.4.5 A resignation in writing by a member under threat of dismissal, or in consequence of an action or actions by a representative of the Board in violation of this Agreement, shall not be accepted as a valid termination of the member's appointment if it is formally rescinded by the member within two (2) weeks of its submission.
- IX.4.6 Up to two (2) other persons may be present whom the President considers useful to such discussion, and the member shall be accompanied by a personal advisor and/or a representative of the Association.
- IX.4.7 At the informal meeting(s), the prima facie grounds for dismissal shall be informally reviewed, to ascertain whether there is an agreed alternative to carrying forward dismissal proceedings.
- IX.4.8 If the President remains satisfied after the meeting(s) that there is adequate cause to justify recommending dismissal, or if the member, having a reasonable opportunity to meet with the President within the time limits of [IX.4.4](#) fails to appear for an initial meeting within the time limits set above and the President remains satisfied that there remains adequate cause to justify recommending dismissal, the President shall notify the member and the Association in writing of the grounds for dismissal alleged against the member no later than twenty-one (21) days after the last of the meetings that may have been agreed to by the member and the President under [IX.4.4](#), or, if there were no meetings, after the time limits for such meetings provided in [IX.4.4](#).
- IX.4.9.1 The grounds for dismissal in such a notification shall be stated in sufficient detail to allow the member to prepare a defence, and the provisions of this Agreement thought to apply shall be

expressly quoted.

- IX.4.9.2 No later than twenty (20) days prior to the commencement of the arbitration hearings, the member may request additional particulars of the grounds for dismissal as specified in such notice, and the President shall supply the same no later than ten (10) days after such request.
- IX.4.9.3 No later than twenty (20) days prior to the commencement of the arbitration hearings, the President may clarify in writing the initial statement of grounds for dismissal.
- IX.4.9.4 The statement of grounds as provided for under [IX.4.8](#) and restated as provided under [IX.4.9.2](#) and [IX.4.9.3](#) shall constitute the final notification of grounds for dismissal.
- IX.4.10 Failure of the President to provide the required notification within the designated time shall terminate the dismissal proceedings, unless the delay of notification shall have been occasioned by circumstances beyond the President's control.
- IX.4.11 If the proceedings are terminated at this or subsequent stages, the President shall not reinstitute dismissal proceedings based on the evidence constituting prima facie grounds for dismissal which led to the initial meeting or, where proceedings end after final notification, on the specific charges there detailed, provided that the Arbitration Board has the power to amend technical deficiencies of the dismissal proceedings.
- IX.4.12 The member may terminate the proceedings at any time by resignation. If the resignation is submitted after formal convening of the Arbitration Board, it shall take effect immediately, notwithstanding the provisions of [IX.4.5](#).
- IX.4.13 Where the termination of proceedings comes about as a result of a formal agreement by a member to certain conditions which are themselves consistent with this Agreement, failure to adhere to such terms may be included among grounds for dismissal in subsequent proceedings. Such special agreement of conditions shall be in writing and shall be signed by the member only after approval by the Association that the conditions appear to be consistent with the Agreement.
- IX.4.14 Following commencement of dismissal proceedings, a member shall be relieved of all duties under the provisions of [IV.1](#) of this Agreement, until dismissal proceedings are terminated.
- IX.4.15 Within thirty (30) days after notification of grounds for dismissal, there shall be established an Arbitration Board to determine whether there is just and reasonable cause for dismissal.
- IX.4.16.1 The onus lies on the President to establish just and reasonable cause, and the evidence to be presented shall be limited to the grounds stated in the final notification of grounds.
- IX.4.16.2 The President and the member shall advise each other in writing of the documentary evidence upon which each relies and produce copies of such documentary evidence to the other five (5) days prior to the commencement of the arbitration hearing.
- IX.4.16.3 Student evaluations completed and prepared in accordance with written University procedures in effect at the time of such evaluations shall be accepted as prima facie evidence without requirement of oral substantiation from students. Peer evaluation of the member by committees under University procedures in effect at the time of such evaluation shall be accepted as prima facie evidence without requirement of oral substantiation from members of those committees.

- IX.4.17 The Board shall make its nominee for the Arbitration Board at the same time as its notification of grounds as provided in [IX.4.8](#), as in a notice taking a grievance to arbitration, pursuant to Article [IX.3.3](#), and the Board shall notify the Association when it notifies the member
- IX.4.18 If the Association agrees to take the part of the member in the establishment of an Arbitration Board, the Association shall so notify the President and the member within ten (10) days of the receipt of notification of grounds for dismissal, as provided for in [IX.4.8](#). If the Association has not acted to nominate a member of the Arbitration Board within ten (10) days of their statement of willingness to do so, the President shall notify the member.
- IX.4.19 If the member notifies the Association within five (5) days of receiving notification of grounds for dismissal, as provided for in [IX.4.8](#), that representation by the Association is not requested, or if the Association does not agree to take the part of the member in the establishment of an Arbitration Board, the member may act independently in establishing and pursuing the arbitration. In such event, the member shall possess all the rights and obligations assigned in these provisions to the parties.
- IX.4.20 If neither the Association nor the member subject to dismissal proceedings has acted to nominate a member of the Arbitration Board within thirty (30) days of the receipt of notification by the member of grounds for dismissal, as provided for in [IX.4.8](#), the President may proceed to recommend dismissal of the member, upon five (5) days' additional notice to both member and Association. The President shall not unreasonably refuse a request from either Association or member subject to dismissal proceedings for a further delay of up to ten (10) days before final action is taken. Failure by the Board to nominate an arbitrator terminates the dismissal proceedings.
- IX.4.21.1 The Arbitration Board in dismissal proceedings shall be governed by all the principles which apply to an Arbitration Board established to determine a grievance pursuant to [IX.3.3](#).
- IX.4.21.2 If the Arbitration Board finds just and reasonable cause for dismissal, it may in its discretion award a sum not to exceed six (6) months' salary to a member upon dismissal, and the President may proceed to recommend the member's dismissal to the Board. No further action can be taken by the member.
- IX.4.22 Under [IX.4](#), notification to the member shall be deemed to have been given if such notice is conveyed by personal service or sent by registered mail to the individual's last known address shown on University records. Notification under [IX.4](#) will be deemed to have been received on the date of personal service or on the seventh (7th) day (exclusive of Saturdays, Sundays and recognized holidays) following the date of mailing if sent by registered mail.

CHAPTER X:

CLOSURE AND RESTRUCTURING OF A DEPARTMENT/PROGRAM

X.1 Definitions

- X.1.1 Closure is the termination of a Department/Program.
- X.1.2 Restructuring is the redefinition of assigned workload as a result of the reorganization, amalgamation or merger of one or more Departments/Programs.
- X.1.3 Redeployment is the reassignment of a Member from one Department/Program to a different Department/Program, which shall only occur as a consequence of closure or restructuring.

X.2. Procedures for Closure or Redeployment

- X.2.1 Closure or Restructuring of a Department/Program may be undertaken only with the approval of the Senate and concurrence of the Board. Restructuring requires an academic plan approved by Senate and formal consultation with the Departments/Programs directly affected.
- X. 2.2 The motion to restructure or close a Department/Program brought to Senate must be in the form of a report brought to Senate after it is shared with all affected members and the Association.

X.3 Status of Members

- X.3.1 No member shall be laid off or have their contracts terminated for reasons of program closure or restructuring.
- X.3.2 Any Member who is redeployed shall maintain tenure/permanency, rank, seniority, salary, benefits and all other privileges under the Agreement.
- X.3.3 As an alternative to redeployment, a member may elect voluntary separation under the terms provided in [XI.12.1\(b\)](#) and [XI.12.2](#). The Employer will provide to the Association the details of each voluntary separation.

CHAPTER XI: FINANCIAL EXIGENCY

- XI.1.1 If the Board believes that a financial exigency, within the meaning of [XI.2](#), exists, it shall give notice to the Association and the Senate of such belief. As of the date of such notice, the procedures specified in this chapter shall apply, and the Board shall not create any new academic or administrative positions prior to completion of the review and renegotiation process as provided under [XI.3](#) through [XI.4](#). Within two (2) days of giving notice of the belief that a financial exigency exists, the Board shall supply the Association with the information that convinced the Board of the existence of the exigency.
- XI.1.2 In its notification, the Board shall specify the reduction in expenses that it believes to be necessary to alleviate the financial exigency and the proportion of this reduction that it believes shall be applied to members' salaries and benefits.
- XI.2 Financial exigency is a situation in which the University has experienced sustained and substantial deficits which are reasonably projected to increase and the persistence of which would threaten the survival of the University.
- XI.3.1 Within five (5) days of the notice specified in [XI.1.1](#), the parties shall each nominate a person to an Exigency Review Committee. The persons so named shall not have been employed by the University during the three (3) years immediately preceding such notification. They shall meet at the call of the President, but in any case within five (5) days of their being named, and shall choose a third (3rd) person to serve as Chair. If either party fails to name an appointee within the specified time, or if the two (2) appointees fail to agree upon a Chair within five (5) days of their first meeting, the appointment(s) may be made by the Chairman of the Canadian Human Rights Commission.
- XI.3.2 The Committee shall meet within ten (10) days of the selection of the Chair as specified in Article [XI.3.1](#). It shall set its own rules of procedure, shall complete its hearings within thirty (30) days of its first meeting, and shall report its findings to the parties within sixty (60) days of its first meeting. The Committee shall have access to all information it deems pertinent to its task. Each party shall make a submission to it and shall have an opportunity to comment on the other's submission.
- XI.3.3 The Committee's terms of reference shall be to verify whether a financial exigency as defined in [XI.2](#) exists. To do so, it shall (a) verify whether the University has experienced sustained and substantial deficits; (b) verify whether the deficits are reasonably projected to increase; (c) verify whether the persistence of such deficits would threaten the survival of the University; (d) verify whether reasonable reductions have been made in all areas of the University's expenditures and whether in view of the University's needs and its established academic goals layoffs of members constitute a necessary type of cost saving; and (e) verify whether the Board has made reasonable efforts to increase revenues to overcome the projected deficits.
- XI.3.4 The Committee shall also verify whether the reduction in expenses as specified by the Board under [XI.1.2](#) is reasonable in the light of these deficits experienced and projected and whether the Board's statement of the proportion of this reduction that shall be applied to members' salaries and benefits is reasonable in the light of the University's needs and established academic goals. The Committee may recommend variations in these levels and proportions and it may recommend to the Board additional steps the Board might take to remedy the exigency.

- XI.3.5 If the Committee does not agree on a report, the report of the majority shall be deemed to be its report; if there is no majority, the Chair's decision shall be the decision of the Committee.
- XI.3.6 If the Committee finds that an exigency does not exist in the sense of [XI.3.3](#), then the Board shall be precluded from invoking the provisions of this chapter for eighteen (18) months from the date of the report.
- XI.3.7 Costs of the Committee shall be borne by the Board.
- XI.3.8 Unless a state of financial exigency has been established in accordance with the provisions of [XI.3.3](#), [XI.3.4](#), and [XI.3.5](#), no members shall be laid off or dismissed without cause.
- XI.3.9 When the report of an Exigency Review Committee verifying that a financial exigency exists is made known to the Association, the Association shall invite members to make available to it agreements to make use of voluntary designs bringing about savings in expenditures for members' salaries and benefits which are provided in accordance with Articles [III.3.3.1](#), [III.3.3.2](#), [IV.7](#), and [IV.13.3](#) of this Agreement. All savings produced by such agreements shall be applied directly to the reductions verified by the Committee. The Association shall also invite departments and programs to make recommendations concerning any terms and conditions of employment which might be renegotiated in order to bring about savings in the expenditures allocated to members' salaries and benefits.
- XI.4 If the Committee verifies that a financial exigency exists, reductions in the budgetary allocation for salaries and benefits of members shall not exceed the amount required to reduce the total budget for such salaries and benefits to the level specified by the Board (under Article [XI.1.2](#)) and confirmed by the Committee (under Article [XI.3.4](#)). Further, a thirty-day period shall elapse before any procedures for layoffs are invoked. During that period, the parties shall meet and confer with respect to the implications of the financial exigency. It shall be open to them, notwithstanding any provisions to the contrary elsewhere in this Agreement, to renegotiate provisions of this Agreement bearing directly on salaries and benefits, or to reach other mutually acceptable emergency methods of reducing expenditures that could avert layoffs or decrease their number. All savings produced by such changes shall be applied directly to the reductions verified by the Committee.
- XI.5.1 If a requirement for layoffs cannot be eliminated in accordance with proceedings under Article VII.4, the parties shall establish an Academic Advisory Commission, which shall determine the ways in which layoffs are distributed among departments and programs.
- XI.5.2 The Academic Advisory Commission shall be composed as follows:
- (a) within five (5) days of the end of the thirty-day period specified in Article [XI.4](#), the parties shall each name two (2) persons from outside the University as their appointees to the Commission;
 - (b) the four (4) persons so named shall meet at the call of the President, but in any case within five (5) days of their being named, and shall choose a fifth (5th) person to act as Chair; if they fail to agree within five (5) days of their first meeting, the Chair shall be appointed by the Chairman of the Ontario Arts Council. The Chair so named shall assume his duties within fifteen (15) days of being named.
- XI.5.3 Costs of the Commission shall be shared equally by the parties.

- XI.5.4 The Commission shall hold its first meeting within fifteen (15) days of the naming of its Chair, and shall be required to report within thirty (30) days of its first meeting. It shall follow its own rules of procedure and shall have access to all information it deems pertinent to its task.
- XI.6.1 The Commission shall distribute the reductions required by the Board in members' salaries and benefits so as to minimize the damage to the academic needs of the University, provided that no department or program shall have its salary and benefits budget reduced by a percentage that is more than 1.5 times the percentage reduction in the budget for members' salaries and benefits, as verified under [XI.3.4](#) and adjusted under [XI.4](#).
- XI.6.2 If the Commission does not report within the time limit specified in [XI.5.4](#), cuts in budgets for members' salaries and benefits shall be made pro rata among all departments and programs according to the following formula:
- | | | |
|--|---|--|
| department's/program's salary
<u>and benefits budget for members</u>
total salary and benefits
budget for members | X | total budget
reduction required in
members' salaries and
benefits |
|--|---|--|
- XI.6.3 The number of members to be laid off in a department or program shall be determined by dividing the reduction required in the department's or program's salaries and benefits budget (as determined under [XI.6.1](#) or [XI.6.2](#)) by the average salary (including benefits) for all members in the University. The resulting figure shall be rounded to the nearest whole person.
- XI.7.1 If, following the thirty-day period specified in [XI.4](#), a need for layoffs remains, departments and programs shall be notified of that fact by the Provost and Vice President Academic. Within five (5) days of such notice, a Special Committee shall be established in each department and program, constituted as follows:
- (a) as Chair, a member of the department or program elected by a two-thirds (2/3) vote of members within the department or program; or, if the members cannot secure agreement upon a Chair within the five (5) days specified, a Chair designated by the Dean, such Chair to be a distinguished person from the same discipline but from outside the University;
 - (b) the Dean, or designate; and,
 - (c) a third (3rd) person chosen jointly by the other two (2), who shall be a member from a cognate discipline.
- XI.7.2 The Special Committee may designate not more than twenty per cent (20%) of members in the department or program (rounded to the nearest whole person) as being exempted from layoff on grounds of academic contribution and promise. The Special Committee shall set its own procedures, shall have access to all information it deems relevant, and shall report its decisions, if any, in writing to the Provost and Vice President Academic and the parties within fifteen (15) days of its formation according to [XI.7.1](#). If the Special Committee for a department or program finds that it is unable to designate some or all of the twenty per cent (20%) of members it is empowered to designate under terms of this article, the procedures under [XI.9](#) shall be implemented notwithstanding.
- XI.8 The following shall be exempt from layoff under the provisions of Chapter [XI](#): professional

librarian members; University professors who were appointed to their positions at least six (6) months prior to the notification of financial exigency under [XI.1.1](#); Chairs of Special Committees under [XI.7.1\(a\)](#); and members who are listed as being exempted from layoff by a Special Committee under [XI.7.2](#).

- XI.9 Following the decisions of the Academic Advisory Commission under [XI.6.1](#) or the determination of reductions under [XI.6.2](#), which shall be communicated to the parties, the departments or programs required to lay off members and the members thus affected shall be notified in writing of the fact and, subject to the provisions of [XI.6](#), [XI.7](#), and [XI.8](#), of the names of those specific members who are to be laid off, according to length of service at the University so that those with least seniority within each affected department or program are laid off first. Length of service shall be reckoned from the date of tenure at the University, and, failing a distinction there, from the day of first regular appointment in the University, then first appointment in a regular academic position, then first appointment in any full-time academic position. Thereafter, still failing distinction, the distinction shall be achieved by lot. The Provost and Vice President Academic shall forward to the President the names of those recommended for layoff.
- XI.10 After the selection of members who are to be laid off, but prior to the implementation of such layoffs, such members shall be considered for retraining for or appointment to vacant positions in the University. If the retraining or appointment is to a vacant academic position, members shall retain their former academic status, including credits for sabbatical leaves, salaries and benefits. If the retraining is approved by the Board, the Board shall pay all reasonable costs relating to the plan of retraining.
- XI.11 The President shall recommend to the Board the layoff of those members whose names have been forwarded by the Provost and Vice President Academic and for whom alternatives to layoff have not been found under the provisions of Article [XI.10](#). The President shall at the same time notify such members of their impending layoffs, stating in writing that the layoff is for reasons of financial exigency alone.
- XI.12.1 The Board shall provide each member who is selected for layoff with:
- (a) not less than twelve (12) months' written notice of the proposed date of layoff or salary in lieu thereof; and
 - (b) one (1) month's salary for each year of service in the University in an academic rank, as well as a further six (6) months' salary for tenured academic staff provided that, in no case, shall the payment to the tenured members be less than twelve (12) months' salary or more than twenty-four (24) months' salary.
- XI.12.2 All payments under [XI.12](#) shall be based on the individual's total salary including the Employer's contributions to pension and other benefit plans for the member's final full academic year of service at the University. In no case shall the number of months' salary paid under this paragraph exceed the time remaining until the normal retirement age of the member.
- XI.13 A member who is laid off shall enjoy access to library and computer services facilities (provided that costs of the latter are paid for by the member), and, if facilities are available, to office and laboratory space, until alternative employment is secured or recall rights expire, whichever occurs first.
- XI.14 A member who has been laid off shall have preference for appointment over any other

candidate if, within a period of four (4) years, a full-time appointment suitable to the laid-off member's professional qualifications becomes available within the University. A member shall be given one (1) month to decide whether to accept recall and, if so, the member shall be given a reasonable period of time, not to exceed an additional six (6) months, to complete existing employment obligations.

- XI.15 Laid-off members who are recalled shall repay any portion of the allowances specified in paragraph [XI.12](#) which exceed their entitlement had they continued to hold their former appointments.
- XI.16 Layoffs under the provisions of Articles [XI.1](#) through [XI.15](#) shall be recorded and reported as being solely for reasons of financial exigency; such layoffs do not constitute dismissal for cause.

CHAPTER XII: SALARIES AND BENEFITS

XII.1 Salary Scales

The salary scales shall be as set out in Schedules A and AA.

XII.2 Compensation for Chairs and Directors of Departments and Programs

XII.2.1 Chairs and Directors of departments/programs/schools shall have the choice of receiving during their term as Chair/Director either an annual stipend of 10% of B1 or an additional 1/2 EYS per year of service as Chair/Director beyond those EYS to which they would have been otherwise entitled. Where the full duties of a Chair/Director are carried out by a less than full-time member (e.g. part-time, reduced-time, partially-retired), the additional 1/2 EYS shall be adjusted upwards by dividing .5 EYS by the member's specified proportion of full-time employment.

XII.2.2 Chairs and Directors of departments/programs shall also receive no less than 0.5, and no greater than 1.0 course reduction during each academic year. The course reduction a particular chair or director receives will be determined by their Dean and will be based on the anticipated administrative workload and should take into consideration (but not be limited to) the following factors:

- i. the number and nature of course offerings administered by department/program;
- ii. the number and nature of students for which the department/program has total or shared responsibility;
- iii. the scope and nature of external partnerships/agreements in which the department/program has responsibilities;
- iv. the scope and nature of practica, placements, internships, and exchanges managed by the program/department;
- v. the number and classification of administrative staff within program/department;
- vi. the number of faculty (including limited term) and sessional instructors in a department/program;
- vii. the number of teaching assistants, graduate assistants, demonstrators employed within a department/program.

XII.2.3 A signed copy of the letter of appointment of each Chair/Director detailing all forms of compensation, including course reductions, shall be provided to the Association.

XII.3 Stipend for Overload Teaching

XII.3.1 The stipend for courses taught outside the regular academic session payable to members under the provisions of Article [III.16](#) of this Agreement shall be twenty per cent (20%) of the salary specified for step B1 in the rank of Assistant Professor for a full credit course and ten per cent (10%) for a half credit course. For all courses taught between May and August inclusive, the basis of the calculation of the stipend shall be the scale prevailing on May 1 of that year.

XII.3.2 Except for courses which are taught as part of normal teaching responsibilities under [III.16.3.1](#) and courses which are banked as provided under [III.17](#), when a member has agreed to teach a course outside the regular academic session and the enrolment in the course is less

than fifteen (15), the member may elect to teach the course for a reduced stipend. The stipend shall be reduced by 4% for each student by which the course enrolment falls below fifteen (15). If the enrolment in a course outside the regular academic session is fewer than ten (10), the course will not be offered on the reduced-stipend basis defined above.

XII.3.3 Members teaching reading courses outside the regular academic session shall be paid a stipend of \$322 for a full credit course and \$161 for a half credit course.

XII.4 Benefits

XII.4.1 As a minimum, and subject only to the eligibility provisions of the various benefit plans which are summarized below, members shall be provided with the following:

- (a) EI - Board/employee premiums as determined by the Federal government.
- (b) CPP - Board/employee premiums as determined by the Federal government.
- (c) WSIB - Board premiums as determined by the province.
- (d) Semi-private Hospital Accommodation - Board pays 100% of this coverage.
- (e) Extended Health Care - Single or family coverage, as appropriate. Board pays 100% of premium - \$25 single/\$50 family annual deductible. Coverage includes, but is not limited to, the following:
 - (i) Prescription drugs;
 - (ii) Private nursing where ordered by attending physician;
 - (iii) Difference in cost between semi-private hospital accommodation and private accommodation;
 - (iv) Contact the Department of Human Resources regarding details of the further coverage which is provided, including ambulance, prosthetic appliances, speech therapy, etc.
- (f) Additional Extended Health Benefits - Board pays 100% of premiums:
 - (i) Vision care - A three hundred dollar (\$300) optical benefit which shall be available once in any twenty-four (24) consecutive month time period in accordance with the terms and conditions of the Plan;
 - (ii) Hearing aids - to be reimbursed up to five hundred dollars (\$500) every four (4) years per family member;
 - (iii) Deluxe Health Plan While Outside Canada;
 - (iv) Paramedical Services - Payment for services of practitioners licensed as Chiropractors, Osteopaths, Chiropodists, Podiatrists and Naturopaths, including a maximum of one (1) X-ray examination per Benefit Year ordered by each licensed practitioner. The maximum amount payable in any Benefit Year, over and above the treatment limitations of the provincial health plan and where not prohibited by law, is \$300 per person for treatments by each

practitioner. The plan provides \$50 every two (2) years towards the cost of an eye examination by an Optometrist;

- (v) Massage Therapy - up to two hundred dollars (\$200) per year per family member;
- (vi) Dental Plan - Single or family coverage, as appropriate, equivalent to Blue Cross #9 - updated annually each July 1 based on previous year's ODA Schedule - Board pays 100% of premium.

Orthodontic Treatment - Single or family coverage, as appropriate; \$2,000 lifetime maximum per eligible family member; 50% co-insurance (i.e., carrier and staff member pay half each of eligible orthodontic fees);

- (g) Group Life Insurance - term insurance equal to 1.5 x annual salary (Board pays 100%) - plus optional coverage 2x, 3x, 4x, 5x annual salary, and additional optional survivor income benefits for spouse and/or children. (Employee pays 100% of premium on options.)

At normal retirement date, an active employee's coverage is reduced by 50%, rounded to the next highest \$1,000, if not already a multiple of \$1,000, to a maximum of \$50,000. At age 70, an active employee's coverage ends.

At normal retirement date, an active employee's Optional Life coverage is reduced by 50%, to a maximum of \$100,000, and at age 70, an active employee's coverage ends.

Optional Survivor Income coverage ends at normal retirement date.

- (h) Long-term Disability

Board self-insures for absence from sickness/injury for six (6) months (see [IV.13.6.5](#) - Sick Leave) - after six (6) months, where total disability, LTD coverage provides a monthly benefit of the lesser of \$13,000 or 75% of insured earnings. This is a taxable benefit. Board pays 100% of premium. Benefit and eligibility end at normal retirement age.

Limited Term appointees are eligible for LTD coverage, provided that the benefit entitlement does not extend for more than two (2) years after the expiry of the term appointment, and provided that the disability arose during the period of the term appointment.

- (i) Any government program which provides duplicate coverage shall be established as first payer.

XII.4.2

- (a) *The Contributory Pension Plan for TUFA Employees of Trent University* (hereafter the "RPP") and the *Supplemental Retirement Arrangement for Members of The Contributory Pension Plan for TUFA Employees of Trent University* (hereafter the "SRA") and the *Aggregate Retirement Arrangement for Members of the RPP and the SRA at Trent University* (hereafter the "ARA"), as amended from time to time, form part of the *Agreement* and may only be altered or amended by mutual written and signed agreement of both Parties, and together comprise the retirement benefit and funding arrangement for Members.

- (b) The *Pension Framework for TUFA Collective Agreement, 2009-2012*, included below as [Appendix J](#), "Third Framework Agreement", forms part of the *Agreement*. In the event of a conflict between Items 1-3 of the *Pension Framework for TUFA Collective Agreement, 2009-2012* and its implementation under the RPP and the ARA in the form of amendments agreed between the parties and effective July 1, 2010, the RPP and ARA as amended shall prevail.
- (c) The *Pension Framework for TUFA Collective Agreement, 2013-2016*, included below as Appendix T, "Fourth Framework Agreement", forms part of the *Agreement*.

XII.4.3 For those insured plans which are non-statutory, the Board reserves the right to tender the benefits contract, change the carrier, etc., provided only that equivalent benefit levels are maintained.

XII.5 Tuition Waivers

Dependents (spouses and children) of members enrolled in the University shall, where they are not successful in receiving a Scholarship under [Appendix B](#), have their normal academic fees waived for the duration of this Agreement. Admissions and progression standards for such students shall be those applicable to other students in the University.

XII.6 Retirees

All bargaining unit retirees are entitled to the privileges provided under Senate's March 2013 "Appointment of Emeritus Professors and Librarians" policy. The title under this clause for Professional Librarian retirees shall be "Librarian Emeritus".

XII.7 Flexible Benefits Plan

XII.7.1 Each member shall receive an annual Flexible Benefits Plan credit of \$200 which shall be administered in accordance with current practice and may be credited toward:

- (a) Professional Expenses Fund (see [IV.12](#)); and/or,
- (b) The member's TrentU card which can be used towards:
 - i. membership in the Trent University Athletic Facilities, at Faculty rates; and/or,
 - ii. Trent University Parking Fees; and/or,
 - iii. City Bus Pass; and/or
 - iv. On campus food service providers (Seasoned Spoon, the Planet, Chartwells, etc).

XII.7.2 Each Flexible Benefits Plan credit must be used entirely within the year of its issue and may not be carried forward to future years, except only in the case of the Professional Expenses Fund where the "carry-over" rules specified in [IV.12](#) shall apply.

XII.7.3 Flexible Benefits Plan entitlements shall be appropriately pro-rated in the case of appointments which have terms of less than one year.

XII.7.4

In the event the tax status of the Flexible Benefits Plan changes such that it becomes a taxable benefit, the arrangement may, at the request of either party, be opened for immediate re-negotiation.

SCHEDULE A: SALARY SCALES

Faculty					June 30, 2014	July 1, 2014 2.5%	Monthly	Professional Librarians
A1	Lecturer	\$70,951	\$72,725	6,060.40	I.1
A2					\$73,564	\$75,403	6,283.59	I.2
A3					\$76,179	\$78,083	6,506.96	II.1 I.3
A4					\$78,795	\$80,765	6,730.41	II.2 I.4
A5	B1	Asst Prof	\$81,408	\$83,443	6,953.60	II.3
A6	B2				\$84,021	\$86,122	7,176.79	II.4
A7	B3				\$86,637	\$88,803	7,400.24	III.1 II.5
A8	B4				\$89,251	\$91,482	7,623.52	III.2 II.6
A9	B5				\$91,864	\$94,161	7,846.72	III.3 II.7
A10	B6				\$94,479	\$96,841	8,070.08	III.4 II.8
A11	B7	C1	Assoc Prof	\$97,093	\$99,520	8,293.36	III.5 (II.9)
A12	B8	C2			\$99,708	\$102,201	8,516.73	IV.1 III.6 (II.10)
	B9	C3			\$102,322	\$104,880	8,740.00	IV.2 III.7
	B10	C4			\$104,935	\$107,558	8,963.20	IV.3 III.8
	B11	C5			\$107,551	\$110,240	9,186.65	IV.4 III.9
	B12	C6			\$110,164	\$112,918	9,409.84	IV.5 III.10
	B13	C7			\$112,779	\$115,598	9,633.21	IV.6 III.11
	B14	C8			\$115,393	\$118,278	9,856.49	IV.7 III.12
	(B15)	C9	D1	Full Prof	\$118,008	\$120,958	10,079.85	IV.8 (III.13)
	(B16)	C10	D2		\$120,736	\$123,754	10,312.87	IV.9 (III.14)
		C11	D3		\$123,465	\$126,552	10,545.97	IV.10
		C12	D4		\$126,195	\$129,350	10,779.16	IV.11
		C13	D5		\$128,922	\$132,145	11,012.09	IV.12
		C14	D6		\$131,650	\$134,941	11,245.10	IV.13
		C15	D7		\$134,380	\$137,740	11,478.29	IV.14
		C16	D8		\$137,109	\$140,537	11,711.39	IV.15
		C17	D9		\$139,875	\$143,372	11,947.66	IV.16
		C18	D10		\$142,565	\$146,129	12,177.43	IV.17
		(C19)	D11		\$145,294	\$148,926	12,410.53	(IV.18)
		(C20)	D12		\$148,026	\$151,727	12,643.89	(IV.19)
		(C21)	D13		\$150,754	\$154,523	12,876.90	
			D14		\$153,482	\$157,319	13,109.92	
			D15		\$156,211	\$160,116	13,343.02	
			D16		\$158,940	\$162,914	13,576.13	
			D17		\$161,666	\$165,708	13,808.97	
			D18		\$164,396	\$168,506	14,042.16	
			D19		\$167,127	\$171,305	14,275.43	
			(D20)		\$169,857	\$174,103	14,508.62	
			(D21)		\$172,584	\$176,899	14,741.55	
			(D22)		\$175,314	\$179,697	14,974.74	

Chair Stipend = \$8,344.30

Tufa Stipend = 20% of B1= \$16,688.60

SCHEDULE AA: Salary Parity

1. SALARY ADJUSTMENTS

1.1 Introduction

The parties hereby agree that salaries of members of the bargaining unit will be adjusted as set out below and Schedule A – Salary Scales will be revised accordingly.

1.2 Disparity Correction

Commencing with the July 1, 2006 to June 30, 2007 contract year, and each contract year thereafter, an across-the-board scale adjustment equal to the disparity between average salaries at Trent and average salaries in the Ontario system (see 2.1 below), based on Statistics Canada data for faculty salaries for the immediately preceding contract year, shall be calculated in each contract year (see 1.4.2 below) and paid effective July 1 of the contract year. For example, in the 2006-2007 contract year, disparity will be calculated on the basis of Statistics Canada data for 2005-2006 and paid effective July 1, 2006.

1.3 Parity Maintenance

In addition, commencing with the July 1, 2006 to June 30, 2007 contract year, and in each contract year thereafter, an across-the-board scale adjustment for parity maintenance equal to the system average base-salary adjustment for that contract year shall be calculated in each contract year (see 1.4.2 below) and paid effective July 1 of the contract year. For example, in the 2006-2007 contract year, parity maintenance will be calculated on the basis of the system average base-salary adjustment for 2006-2007 and paid effective July 1, 2006.

1.4 Total Salary Adjustment

1.4.1 The total salary adjustment arising from 1.2 and 1.3 shall be determined by the formula

$\Delta S = \text{Max} [0.0, SAA + DISC]$ if $SAA \geq 0$, (i.e. = greater of zero or the sum of the parity maintenance adjustment and the disparity correction) if the parity maintenance adjustment is greater than or equal to zero

or

$\Delta S = \text{Max} [SAA, SAA + DISC]$ if $SAA < 0$, (i.e. = greater of the parity maintenance adjustment or the sum of the parity maintenance adjustment and the disparity correction) if the parity maintenance adjustment is less than zero,

where SAA is the parity maintenance percentage (see 1.3 and 2.2), DISC is the disparity correction percentage (see 1.2 and 2.5).

- 1.4.2 Commencing with the July 1, 2006 to June 30, 2007 contract year, and in each contract year thereafter, an across-the-board scale increase equal to the estimated total salary adjustment (ΔS_{est} - see below) will be paid effective July 1 of each contract year. For example, for the 2006-2007 contract year, the ΔS_{est} base salary increase will commence in July 2006. Starting in June 2007 and in June of each contract year thereafter, the total salary adjustment (ΔS) as determined by Section 1.4.1 of Schedule AA will be calculated and any increase above ΔS_{est} will be paid with retroactive effect from July 1 of the contract year with pensionable earnings reflecting the adjusted salary paid in June. For example, in June 2007, if the calculated ΔS is greater than ΔS_{est} then the increase of $(\Delta S - \Delta S_{est})$ shall be effective July 1, 2006 and paid from June 2007 forward, in addition to the payment of the required catch-up component in June 2007 without interest, retroactive to July 1, 2006.

The estimated total salary adjustment (ΔS_{est}) will be calculated as of July 1 of each contract year for that contract year and will be determined by Section 1.4.1, with the SAA portion replaced by SAA_{est} and the DISC portion replaced by $DISC_{est}$, where SAA_{est} and $DISC_{est}$ are computed early but in the same manner and on the same basis as SAA and DISC, respectively, except that $DISC_{est}$ is computed on SAS and TAS data (see 2.3 and 2.4) provided by the University.

2. METHODS FOR CALCULATING COMPONENTS OF SALARY ADJUSTMENTS

2.1 Comparison Group

As of July 1, 2006, "System" means the following universities:

Brock	Carleton	Guelph
Lakehead	Laurentian	Nipissing
Ryerson	UOIT**	Waterloo
Wilfrid Laurier	Windsor	York

** Subject to inclusion in Statistics Canada data

2.2 Calculation of Parity Maintenance through the System Average Base-salary Adjustment (SAA)

- 2.2.1 The base-salary adjustment at each university in the system shall be the aggregate cost, expressed in percentage terms, of the following adjustments: scale or across-the-board adjustments; adjustments designated as catch-up or cost-of-living adjustments; anomaly adjustments; special adjustments other than one-per-year

career-development increments (CDI), progress-through-the-ranks increases (PTR), and merit awards.

- 2.2.2 The base-salary adjustment shall exclude the cost of: one CDI, PTR and merit increase per year, discretionary or otherwise; adjustments in administrative stipends; adjustments in overload stipends; benefit or fringe-benefit adjustments including adjustments in research allowances, professional-expense funds and equipment-purchase allowances; one-time-only payments or reductions such as bonuses and unpaid days.
- 2.2.3 Base salary adjustments shall be counted toward the calculation of the SAA for the contract year during which they become effective.
- 2.2.4 The system average base-salary adjustment SAA shall be the simple average of the base-salary adjustments at each university in the system.
- 2.2.5 The data used for the calculation of SAA shall be based on the facts of each university's settlement. When those facts are not available for any university for any reason at the time when the calculation is to be done, the parties shall endeavour to agree on a reasonable estimate of the base-salary adjustment for the missing university. Failing such agreement, that university shall be omitted from the calculation.

2.3 Calculation of the System Average Salary (SAS)

- 2.3.1 Commencing with the 2006-2007 contract year, and in each contract year thereafter in which a calculation of disparity is done under 1.2, the system average salary (SAS) shall be calculated using Statistics Canada data for the preceding contract year in the non-medical-dental appointment category for Faculty With and Without Administrative Duties and for all subjects taught. SAS shall be the sum of the average salaries published by Statistics Canada, classified according to faculty members= ranks-and-ages, for the twelve (12) universities in the system other than Trent, with each rank-age category average weighted by the proportion of Trent faculty who occupy the category.
- 2.3.2 The weighting factor for Trent faculty shall be calculated as
$$W_i = \frac{N_i}{\sum_i(N_i)}$$
$$= \text{(number in cell) divided by (sum of all cells)}$$
where N_i is the number of Trent faculty reported by Statistics Canada in rank-age category i and " $\sum_i(\dots)$ " means "Sum the quantity within the parentheses over all categories i ". (When there are no Trent faculty in category i , N_i is equal to zero.)
- 2.3.3 The system average salary shall be calculated as
$$SAS = \sum_i(W_i \times SCA_i)$$
$$= \text{sum of [(weighting factor) times (system category average)]}$$

where the System Category Average SCA_i is the average of salaries reported by Statistics Canada in rank-age category i for all the universities listed in 2.1 above.

- 2.3.4 The effect of the calculation in 2.3.3 is to adjust the system salary for the difference of rank-age profile between the system and Trent.

2.4 Calculation of the Trent Average Salary (TAS)

In each contract year in which a calculation of disparity is done under 1.2, the Trent average salary (TAS) shall be calculated using Statistics Canada data for the preceding contract year in the non-medical-dental appointment category for Faculty With and Without Administrative Duties and for all subjects taught. TAS shall be the sum of the rank-age category average salaries published by Statistics Canada for Trent, with each category average weighted by the proportion of Trent faculty who occupy the category.

2.5 Calculation of the Disparity between Trent Average Salary and System Average Salary

The disparity, if any, between the Trent average salary and the system average salary in any given year, t , shall be calculated as

$$\begin{aligned} DIS_t &= 100.0 \times (SAS_t - TAS_t) / TAS_t \\ &= 100 \text{ times [(system average salary in year } t) \text{ minus} \\ &\quad \text{(Trent average salary in year } t)] \text{ divided by (Trent} \\ &\quad \text{average salary in year } t) \end{aligned}$$

where the System Average Salary in year t , SAS_t , is calculated as in 2.3.3 and the Trent Average Salary in year t , TAS_t , is calculated as in 2.4 (DIS_t is positive when Trent Average Salaries are less than System Average Salaries in year t , zero when Trent Average Salaries and System Average Salaries are equal in year t , and negative when Trent Average Salaries are greater than System Average Salaries in year t)

2.5.1 Calculation of the Disparity Correction

For the July 2010 Total Salary Adjustment described in 1.4.1, the DISC component shall be calculated as:

$$DISC = DIS_{2010},$$

where DIS_{2010} is calculated as per 2.5 above.

In order to improve the predictability of DISC values going forward, the DISC component of 1.4.1 for the July 2011 and July 2012 parity adjustments will be calculated as follows:

$$\text{For July 2011, } DISC = (DIS_{2010} + DIS_{2011}) / 2$$

and

for July 2012, $DISC = (DIS_{2010} + DIS_{2011} + DIS_{2012}) / 3$,

where all DIS_t values are calculated as per 2.5 above.

3 IMPLEMENTATION AND DISPUTE RESOLUTION

3.1 Meetings

Beginning in June 2000, the parties shall meet annually in June to determine the salary adjustments to be effective 23:59 Hours on the upcoming June 30 described above. They shall make every reasonable effort to reach agreement on the salary provisions.

3.2 Failsafe

3.2.1 If complete Statistics Canada data for the calculation of the System Average Salary (2.3.1) and/or the Trent Average Salary (2.4) are not available for any university for any reason in June of any year, the most recent available data (e.g. the data for the year before the year for which the data is missing for that university) shall be used in calculating the Disparity Correction.

3.2.2 If the parties fail to agree on a parity maintenance number through the SAA for any contract year by May 31 of that contract year, the President of OCUFA and the Chair of the CSAO together shall within three weeks determine an SAA number for the purposes of these salary provisions, failing which the parties will settle outstanding disputes with regard to the SAA, university by university, by the toss of a coin.

3.3 Grievances Relating to this Schedule

Any disputed calculation relating to components of salary adjustments and any dispute about implementation of this Schedule shall be subject to the grievance and arbitration provisions of the Collective Agreement.

4 JOINT COMMITTEE ON PARITY

4.1 The parties will establish a joint committee on parity. The committee will meet on a regular basis to discuss issues and exchange information with respect to parity and matters related thereto.

APPENDIX A: THE CLASSIFICATION, PROMOTION REQUIREMENTS AND SALARY SCALES OF LIBRARIANS

1. The rank classification for librarians has four (4) levels:
Librarian I, II, III and IV.
2. While Librarians at the beginning of their professional careers will normally be appointed at the floor of Librarian I, a higher initial rank/ classification may be assigned with due regard to both professional and non-professional prior experience. Other factors influencing initial rank/classification assignment may include market factors and equity among hirings over the immediately-preceding three-year period. The Library Personnel Committee shall be consulted in relation to all initial rank/classification assignments for new Librarian appointments.
3. Each rank has a number of salary levels or steps above the rank floor, as follows:

Librarian I	-	4 steps
Librarian II	-	8 steps
Librarian III	-	12 steps
Librarian IV	-	17 steps

In addition, there are two (2) additional steps at the top of each rank above Librarian I, which may be achieved in each rank only by way of a merit award (see [III.12.2](#)).

4. Normal progression within each rank is based on successful performance of duties and continuing development as a librarian, archivist, or other specialist.
5. Criteria for promotion to the next rank are as follows:
 - (i) I to II Competence in the performance of duties in the library.
 - (ii) II to III As provided in III.11.3.1.
 - (iii) III to IV As provided in III.11.3.2
6. The holding of any given rank is not tied to the holding of any given administrative position.
7. Salary adjustments for librarians are included in the general salary negotiations conducted between the Trent University Faculty Association and the University.
8. In addition to the steps and other possible salary adjustments, librarians are also eligible

for merit awards. Normally, a merit award is recommended only for a librarian who, in the judgment of the Personnel Committee, has made an exceptional contribution since the time of their last merit award. Merit awards are not to be used for the correction of anomalies unconnected with merit.

9. Of the merit awards that are available in each academic year (see paragraph [III.12.1](#)), it is understood that one and one-half (1-1/2) per year, on average, shall be available for librarian members. In this regard, it is agreed that "on average" and "shall be available" are to be applied as follows:
 - (a) merit awards shall normally be available on an alternating system of (i) one (1) in one year, and (ii) two (2) the following year;
 - (b) at no time will the librarian members be awarded more than two (2) in one year;
 - (c) the University Librarian shall advise the Provost and Vice President Academic, by no later than November 1 of any academic year, of the number of merit awards (either 1 or 2, as above) which will be required in that academic year.

APPENDIX B: SCHOLARSHIP PLAN FOR DEPENDENTS OF MEMBERS

Spouses and eligible dependents of members may apply for a limited number of Faculty Dependents' Scholarships tenable at Trent University. A maximum sum based on the equivalent of fifteen (15) full-time students shall be allocated by the University for each academic year (i.e., 15 x current basic undergraduate tuition fees for a full-time student). Both full-time and part-time students/dependents will be eligible to apply to the Finance Office for a Scholarship in accordance with the criteria set out below. Those who are successful in this closed competition are not eligible for a Tuition Fee Waiver ([see XII.5](#)) during any academic year in which they hold a Scholarship, although they are eligible for other scholarships and bursaries.

Criteria

In order for a spouse or dependent of a member to be eligible for consideration under this Plan, the following initial criteria must be met:

- i) For students who have completed fewer than five (5) full-course equivalents in a University program and who have been granted the Ontario Secondary School Honours Graduation Diploma (OSSHGD) or the Ontario Secondary School Diploma (OSSD): a minimum average of 75% in six (6) Grade 13 subjects or six (6) Ontario Academic Courses or six (6) Grade 12 U or U/C courses, or equivalent qualifications from other provincial or national jurisdictions;
- ii) For students who have completed fewer than five (5) full-course equivalents in a University program, but who have not been granted an OSSHGD or OSSD: a minimum average of 75% in all University courses taken;
- iii) For students currently enrolled in a University program either on a full-time or part-time basis who have completed a minimum of five (5) full-course equivalents: either a minimum average of 75% in their last sequence of five (5) full courses or a minimum average of 75% in all University courses taken.

Administration of the Faculty Dependents' Scholarship Plan

The awarding of Scholarships under this Plan will be based entirely upon scholastic achievement, and the determination of eligible applicants will be made by the Admissions, Enrolment Planning, and Student Awards Subcommittee. Where the number of eligible applicants who meet the specified criteria exceeds the number of Scholarships available, the Subcommittee shall rank the applicants based upon superior academic performance to a maximum of the equivalent of fifteen (15) full-time students. Successful applicants will be notified by letter.

For the purposes of administering this Plan, an academic year is defined as May 1 to April 30, and scholarships will be available for courses taken over the entire Summer period.

Students who wish to be considered under this Plan must submit a completed Tuition Fee Waiver application form to the Finance Office at least three (3) weeks prior to the commencement of the academic session. These applications will be processed in the usual way to allow students to complete course registration. After registration, the Finance Office will provide a list of the registered spouses/dependents with their tuition fees to the Admissions, Enrolment Planning and Student Awards Subcommittee for its determination of those eligible to receive Faculty Dependents' Scholarships. The Subcommittee will rank successful applicants and advise the Finance Office in writing so that the students may be removed from the Fee Waiver list. The list of successful candidates will also be copied to the Department of Human Resources, which shall advise successful applicants by letter that they have been awarded a Faculty Dependents' Scholarship. Applicants who were not awarded a Scholarship will remain on the Fee Waiver list and will be treated in the normal manner.

In order to distribute available funds to cover all sessions, the Subcommittee will initially allocate an amount equivalent to eleven (11) x current basic undergraduate tuition fees for the regular academic session and four (4) x current basic undergraduate tuition fees for Summer and Off-campus. Unused Summer and Off-campus allocations will be carried forward to the regular academic session.

APPENDIX C: POLICY ON SCHOLARLY MISCONDUCT

POLICY ON RESEARCH AND SCHOLARLY MISCONDUCT

I. Preamble

All members of Trent University share in a commitment to integrity in their research, and scholarship. This policy forms a part of Trent University's commitment to upholding integrity in research and scholarship and to meeting the University's obligations under the *Tri-Agency Framework: Responsible Conduct of Research* (hereafter the Framework)¹. Integrity in research, and scholarship, includes the principles listed below.

Commitment to these principles is consistent with the acknowledgement that research can involve honest error, conflicting data or valid differences in experimental design or in interpretation or judgment of information. The principles of research and scholarly integrity overlap with other areas, such as financial integrity in the use of research funds, and the ethical issues involving the use of human or animal subjects in research, for which there are established Tri-Agency guidelines and requirements, as well as through Trent University's internal policies and procedures. This policy covers all University based research, whether funded or non-funded. It covers research and scholarship, of faculty and students, post-doctoral fellows, emeritus professors, casual and contract employees, visiting scholars and students, and research grant and contract employees. It covers research of a scholarly, commercial, and consultative nature.

II. Principles of Integrity in Research, and Scholarship

¹ Canada's research granting agencies—Canadian Institutes of Health Research (CIHR), Natural Sciences and Engineering Research Council of Canada (NSERC), and Social Sciences and Humanities Research Council of Canada (SSHRC) hereafter referred to as "Agencies"—are committed to fostering and maintaining an environment that supports and promotes the responsible conduct of research. On December 5, 2011, the Agencies officially launched the new Tri-Agency Framework: Responsible Conduct of Research. This new Framework sets out the responsibilities and corresponding policies for researchers, institutions, and the Agencies that together help support and promote a positive research environment.

It also replaces the previous integrity policy and related documents, including the *Tri-Agency Policy Statement: Integrity in Research and Scholarship* (TCPS-I, 1994), the *Framework for Tri-Council Review of Institutional Policies Dealing with Integrity in Research* (1996) and the *Tri-Agency Process for Addressing Allegations of Non-compliance with Tri-Agency Policies* (2010).

Those involved in research supported by these Agencies must comply with the Tri-Agency Framework: Responsible Conduct of Research, and other Tri-Agency policies as amended from time to time. One aspect of the policy is that any institution which receives grants from any of the Agencies is required to promote integrity in research and scholarship, and to have in place, procedures for investigating allegations of misconduct in research and scholarship.

Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research, and scholarship, on an honest search for knowledge. Researchers shall strive to follow the best research practices honestly, accountably, openly and fairly in the search for and in the dissemination of knowledge. In addition, researchers shall follow the requirements of all applicable institutional policies and professional or disciplinary standards, and shall comply with applicable laws and regulations. The University therefore holds its researchers and scholars responsible for upholding the following principles:

1. Recognizing the substantive contributions of all collaborators, students, funders and sponsors; using unpublished work of other researchers and scholars only with permission and with due acknowledgement; and using archival material in accordance with the rules of the archival source;
2. Obtaining the permission of the author before using new information, concepts or data originally obtained through access to confidential manuscripts or applications for funds for research or training that may have been seen as a result of processes such as peer review.
3. Using a high level of rigour in proposing and performing research; in recording, analyzing, and interpreting data; and in reporting and publishing data and findings.
4. Ensuring that authorship of published work includes, with their consent, all those and only those who have materially or conceptually contributed to, and share responsibility for, the contents of the publication; in a manner consistent with their respective contributions and authorship policies of relevant publications.
5. Keeping complete and accurate records of data, methodologies and findings, including graphs and images, in accordance with the applicable funding agreement, institutional policies, and/or laws, regulations, and professional or disciplinary standards in a manner that will allow verification or replication of the work by others. Retaining original data records for a given study (by the researcher who generated the data) for at least five years after the research is published or otherwise publicly presented (if the form of the data permits this, and if assurances have not been given that data would be destroyed to assure anonymity);
6. Retaining the personal information of research subjects in accordance with the data retention requirements of the Freedom of Information and Protection of Privacy Act;
7. Fostering a shared understanding about the ownership of, and access to, primary data, software, and other products of research amongst all collaborators, especially between supervisors and graduate students, before research is undertaken;
8. Appropriately managing any real, potential or perceived conflict of interest in accordance with Trent University's Conflict of Interest Policy;

9. Presenting accurately and completely one's scholarly and professional credentials and accomplishments when submitting grant applications, and when engaged in other professional duties and responsibilities where the invitation to do so is based at least in part on one's scholarly and professional credentials and accomplishments (e.g. sitting on a selection committee, NSERC committee);
10. Complying with federal or provincial statutes or regulations, and with University regulations for the protection of researchers, human subjects or the public or for the welfare of laboratory animals;
11. Complying with other reasonable legal and contractual requirements that relate to the conduct of research.

III. Non-Compliance

In addition to violations of this policy, non-compliance shall include any departure from relevant research policies as outlined in the *Tri-Council Statement: Ethical Conduct for Research Involving Humans* and the *Tri-Agency Framework: Responsible Conduct of Research*, the *Tri-Agency Financial Administration Guide*, the *Trent University Senate Policy for Research Involving Human Participants*, the *Trent University Conflict of Interest Policy*, the standards set by the *Canadian Council on Animal Care*, and the *Public Health Agency of Canada Laboratory Biosafety Guidelines*, whether deliberate or inadvertent and, in particular, those that relate to the following issues:

1. Breach of research ethics and/or protocol
2. Financial mismanagement of public funds

IV. Breaches of Research Integrity

Breaches include the following:

- a. *Fabrication*: Making up data, source material, methodologies or findings, including graphs and images.
- b. *Falsification*: Manipulating, changing, or omitting data, source material, methodologies or findings, including graphs and images, without acknowledgement and which results in inaccurate findings or conclusions.
- c. *Destruction of research records*: The destruction of one's own or another's research data or records to specifically avoid the detection of wrongdoing or in contravention of the applicable funding agreement, institutional policy and/or laws, regulations and professional or disciplinary standards.
- d. *Plagiarism*: Presenting and using another's published or unpublished work, including theories, concepts, data, source material, methodologies or findings, including graphs and images, as one's own, without appropriate referencing and, if required, without permission.

- e. *Redundant publications*: The re-publication of one's own previously published work or part thereof, or data, in the same or another language, without adequate acknowledgment of the source, or justification.
- f. *Invalid authorship*: Inaccurate attribution of authorship, including attribution of authorship to persons other than those who have contributed sufficiently to take responsibility for the intellectual content, or agreeing to be listed as author to a publication for which one made little or no material contribution.
- g. *Inadequate acknowledgement*: Failure to appropriately recognize contributions of others in a manner consistent with their respective contributions and authorship policies of relevant publications.
- h. *Mismanagement of Conflict of Interest*: Failure to appropriately manage any real, potential or perceived conflict of interest, in accordance with Trent University's policy on conflict of interest in research, preventing one or more of the objectives of the Framework (Section 1.3) from being met.
- i. *Misrepresentation in an Agency Application or Related Document* which includes:
 - Providing incomplete, inaccurate or false information in a grant or award application or related document, such as a letter of support or a progress report.
 - Applying for and/or holding an Agency award when deemed ineligible by NSERC, SSHRC, CIHR or any other research or research funding organization world-wide for reasons of breach of responsible conduct of research policies such as ethics, integrity or financial management policies.
 - Listing of co-applicants, collaborators or partners without their agreement.
- j. *Mismanagement of Grants or Award Funds* such as using grant or award funds for purposes inconsistent with the policies of the Agencies; misappropriating grants and award funds; contravening Agency financial policies, namely the Tri-Agency Financial Administration Guide, Agency grants and awards guides; or providing incomplete, inaccurate or false information on documentation for expenditures from grant or award accounts.
- k. *Failing to meet Agency policy requirements* or, to comply with relevant policies, laws or regulations, for the conduct of research activities, including for example failing to obtain the appropriate approvals, permits or certifications before conducting research.

V. Procedures

The following procedures are intended to address non-compliance on the part of anyone involved in research within the University. They apply to all faculty, professional librarians, visiting scholars, postdoctoral fellows, research chairs, emeritus, adjuncts and staff. This policy also applies to undergraduate and graduate students insofar as they are involved in research. They do not limit the rights of persons whose terms and conditions of employment are governed by a collective agreement.

1. Members of the University community are encouraged to resolve misunderstandings or disputes among themselves or with informal assistance of

Vice President Research or designate.

2. A formal allegation of non-compliance must be written, dated and signed, and directed to the Vice President Research within one month of the evidence on which it is based becoming known. An exact copy of the written allegation must be sent to the Secretariat for the Responsible Conduct of Research. The written allegation must include pertinent details and supporting evidence. When the Provost or Vice President Research is named in an allegation, the President shall replace the Provost or Vice President Research wherever they have a role in these procedures. When the President is named in an allegation, a designate from the Board of Governors shall replace the President wherever they have a role in these procedures.
3. Upon receiving or making a formal allegation, the Vice President Research or delegate shall notify the person named in the allegation. The Vice President of Research shall endeavour to clear up misunderstandings and to mediate disputes where possible, maintaining the highest degree of confidentiality so as to protect the reputations and careers of all involved. The Vice President Research shall form a judgment as to whether the allegation should proceed to a formal investigation.
4. If the Vice President Research judges that the allegation should not proceed to a formal investigation, the person named in the allegation, as well as the person making it, shall be advised that the matter is at an end. The file is destroyed.
5. If the Vice President Research judges that the allegation should proceed to a formal investigation, the person named shall be so informed, promptly and in writing.
6. The formal investigation of the allegation begins upon receipt of written notice by the person named. The written notice shall include a copy of the signed allegation and shall invite the person named to respond to the allegation. Where the person named is a member of a bargaining unit, a copy of the signed allegation shall be sent at the same time to the appropriate bargaining agent, and the person named shall be informed that he or she may elect to be accompanied by the bargaining agent or any other willing person of their choosing in any of these procedures.
7. Within 30 days of the receipt of the formal complaint the Vice President of Research shall appoint a committee responsible for investigating the complaint. The committee will consist of three (3) persons from the University community that have appropriate knowledge and experience. The Vice President of Research will appoint a Chair from among the committee members. The committee will carry out a detailed examination of the facts relevant to the allegation. The committee will have access to all relevant documentation and will conduct interviews with (at a minimum) the complainant and the respondent. The Committee shall ensure that the person named in the allegation is allowed to know

any evidence presented and has ample opportunity to respond to that evidence. The Committee will complete its investigation as quickly as possible, normally within 90 days of being appointed. The proceedings will be confidential. The report will contain a conclusion reached by the committee about whether the allegation had been substantiated.

8. The parties may extend the timelines with mutual consent. A copy of the report shall be sent at the same time to the person named in the allegation and to the appropriate bargaining agent if the person is a member of a bargaining unit.
9. If, after reviewing all appropriate evidence including the report, the Provost holds that clear and convincing evidence of scholarly misconduct (as provided by section II) is not found, the Provost shall so inform, in writing, the person named in the allegation, and the University shall take reasonable steps to protect and/or restore the reputation(s) and credibility of the person named and of any other person(s) wrongfully implicated during the procedures.
10. If after reviewing all appropriate evidence including the report the Provost holds that there is clear and convincing evidence of scholarly misconduct (as provided by section II), the Provost shall initiate the discipline process according to the applicable collective agreement or in the case of individuals not represented by a bargaining agent, the VP, Research shall determine appropriate sanctions.
11. If the University decides after formal investigation not to proceed against the person named in the allegation, or if an arbitration decides in favour of the person, the University shall remove all documentation relating to the allegation from the person's personnel files or other equivalent files and, except for arbitration reports which shall be retained, shall at the discretion of that person destroy the documentation or transfer it to that person. The removal of documentation from a person's personnel file or other equivalent file does not prevent the University from meeting its reporting obligations as described in Section VI. Reporting Requirements.
12. No person who honestly and in good faith makes an allegation or gives evidence in accordance with this policy will be subject to reprisal. An individual making allegations or giving evidence recklessly, maliciously or in bad faith shall be subject to disciplinary action under the relevant collective agreement, where applicable, or to sanctions determined by the VP, Research.
13. This policy, insofar as it affects members of the Trent University Faculty Association bargaining unit, is extended by Article [IV.19](#) of the Collective Agreement between the Board of Governors on behalf of Trent University and the Trent University Faculty Association.

VI. Reporting Requirements

- a. Subject to any applicable laws, including privacy laws, the University shall advise the relevant Agency or the Secretariat on Responsible Conduct of Research (SRCR) immediately of any allegations related to activities funded by the Agency that may involve significant financial, health and safety, or other risks.
- b. The University shall advise SRCR confirming whether or not the Institution is proceeding with an investigation where the SRCR was copied on the allegation or advised as per Section 4.4.a. If a breach is confirmed at the inquiry stage, reporting requirements outlined in Section 4.4.c apply.
- c. The University shall prepare a report for the SRCR on each investigation it conducts in response to an allegation of policy breaches related to a funding application submitted to an Agency or to an activity funded by an Agency. Subject to any applicable laws, including privacy laws, each report shall include the following information:
 - the specific allegation(s), a summary of the finding(s) and reasons for the finding(s);
 - the process and time lines followed for the inquiry and/or investigation;
 - the researcher's response to the allegation, investigation and findings, and any measures the researcher has taken to rectify the breach; and
 - the investigation committee's decisions and recommendations and actions taken by the University.

The report should not include:

- information that is not related specifically to Agency funding and policies; or
 - personal information about the researcher, or any other person, that is not material to the Institution's findings and its report to the SRCR.
- d. Inquiry letters and investigation reports should be submitted to the SRCR within two and seven months, respectively, of receipt of the allegation by the University. These timelines may be extended in consultation with the SRCR if circumstances warrant, and with monthly updates provided to the Agency until the investigation is complete.
 - e. The University and the researcher may not enter into confidentiality agreements or other agreements related to an inquiry or investigation that prevent the Institution from reporting to the Agencies through the SRCR.
 - f. In cases where the source of funding is unclear, the SRCR reserves the right to request information and reports from the Institution.
- VII. At all times, the University shall take reasonable steps to protect the funds of any external granting/contracting agencies involved.
 - VIII. Where it is the Agency that initiates an investigation, the University will provide the Council with a comprehensive report of the process and findings.

APPENDIX D: DISCRIMINATION AND HARASSMENT POLICY

PART I. DISCRIMINATION & HARASSMENT POLICY

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1. THE *ONTARIO HUMAN RIGHTS CODE* (“THE CODE”)

Under the *Code*, every person has the right to freedom from discrimination and harassment based on specified protected grounds. Trent University prohibits any form of discrimination and harassment that constitutes a violation of a person’s rights under the terms of this Policy on Discrimination and Harassment (“the Policy”) and the *Code*. This Policy affirms Trent University’s commitment to compliance with the Code.

2. TRENT’S COMMITMENT

Trent University is firmly committed to ensuring awareness of rights and responsibilities under this Policy and to the goal of eliminating discriminatory barriers. Indispensable to an institution that values, supports and upholds the central role of equality, access and respect for its faculty, students and staff, is an environment that is free of discrimination and harassment. Trent University is fundamentally committed to the promotion of free inquiry and expression, and strives to provide a working, learning and an on-campus residential environment that is supportive of study, scholarship, teaching and research.

3. PROTECTED GROUNDS

Consistent with the *Code*, this Policy prohibits discrimination and harassment on the basis of the following grounds as defined by the *Code* and precedents established through jurisprudence:

- Age
- Ancestry
- Citizenship
- Place of Origin
- Race
- Colour
- Creed (religion)
- Disability
- Ethnic origin
- Family status
- Gender Identity/Expression
- Marital Status (married, single, widowed, divorced, separated or living in a conjugal relationship outside of marriage, whether in a same sex or opposite sex relationship)
- Receipt of public assistance (in housing only)
- Record of offences (in employment only)
- Sex (including sexual harassment, pregnancy and breastfeeding)
- Sexual orientation

Discrimination is often multi-dimensional with cumulative impacts. A complaint of discrimination or harassment may be based on multiple grounds (e.g., age and disability), and/or overlapping grounds (e.g., race and ethnic origin). Members of the Trent University community are also protected against discrimination and harassment due to association or relationship with a person identified by one of the protected grounds, as well as due to the perception that a protected ground applies (for example, perception that a person has a mental disability).

4. COVERAGE

This Policy applies to all members of the Trent University community including:

- Employees (full-time, part-time, sessional, contract, temporary, casual and otherwise);
- Students (full-time and part-time);
- Members of the Board of Governors, and its advisory and *ad hoc* committees;
- Volunteers, coaches, interns and contractors who provide products, services or research, while on campus;
- Individuals who are located on campus while employed by another organization (e.g., employees of faculty/employee/student unions).

This Policy and its complaint procedures will apply to members of the Trent community in situations with a substantial connection to the University including those occurring:

- on University property;
- with the use of Trent's computer and telecommunications network, and in Trent or private vehicles being used for University business or for travelling between work and study locations;
- at a University sponsored event including but not limited to off-site delivery and field trips.

Incidents occurring off campus or through electronic means outside the University network which have no or little likelihood of impact on the University work, study or on-campus residential environment generally are outside the jurisdiction of this Policy and normally would be pursued thorough the Human Rights Tribunal of Ontario, police services, private legal action or other processes.

Students on placement are covered by this Policy and the *Code*. Employees of institutions that provide placements for Trent students (e.g. schools, hospitals) are not covered by this Policy. If an incident occurs on placement (including those outside Ontario and Canada), University representatives will engage in discussions with the student(s) and placement agency to take reasonable steps to address complaints of discrimination and harassment.

All contractual relationships entered into by the University will be governed by a standard clause stating the contractors must comply with the *Code* and relevant University policies.

5. ACADEMIC FREEDOM

Academic freedom is a fundamental tenet of University life and is a condition of employment expressly extended to academic employee groups pursuant to the terms of their respective collective agreements. Academic freedom includes the right to question and challenge traditional norms, and the freedom to define research questions, to pursue answers to those questions by way of unrestricted but proper investigative techniques and to disseminate the knowledge gained to students, academic colleagues and society as a whole. 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 exercise of academic freedom may challenge and/or offend the ideas, sensibilities and beliefs of others. However, academic freedom does not confer immunity from the terms of this Policy.

6. NO LIMITATION ON COLLECTIVE AGREEMENT

Nothing in this Policy shall limit or amend the provisions of collective agreements between Trent University and collective bargaining units including provisions related to academic freedom.

7. DEFINITIONS

7.1 Discrimination (General)

Any form of unequal treatment based on one or more prohibited grounds, whether imposing extra burdens or denying benefits. It may be intentional or unintentional. Discrimination may take obvious forms or it may occur in very subtle ways. Where there are many factors affecting a decision or action, if discrimination is one factor, it is a violation of the *Code* and, therefore, this Policy. It is not discrimination or a contravention of this Policy to plan, advertise, adopt or implement a program that has as its objective the amelioration of conditions of disadvantaged individuals or groups identified by the protected grounds.

7.2 Constructive Discrimination

Where a requirement, qualification or factor exists that is not discrimination on a prohibited ground but that results in the exclusion, restriction or preference of a group of persons who are identified by a prohibited ground of discrimination except where the requirement, qualification or factor is reasonable and *bona fide* in the circumstances.

7.3 Systemic Discrimination

Where patterns of behaviour, policies or practices which are part of an organization's structure unintentionally create or perpetuate disadvantage for a group of persons who are identified by a prohibited ground of discrimination.

7.4 Harassment (General)

A course of vexatious comment or conduct that is based on a protected ground and that is known, or ought to be known, to be unwelcome. A single egregious incident may constitute harassment.

7.5 Sexual Harassment

A form of harassment involving comment or conduct of a sexual nature that is known, or ought to be known, to be unwelcome where:

- submission to such comment / conduct is made either explicitly or implicitly a term or condition of an individual's employment, academic status, or academic accreditation; or
- submission to or rejection of such conduct by an individual is used as the basis for employment, or for academic performance, status or accreditation decisions affecting such individual; or
- such conduct interferes with an individual's work or academic performance; or
- such conduct creates an intimidating, hostile or offensive working or academic environment.

Sexual harassment can include but is not limited to: sexual assault or threats of a sexual nature; unwelcome sexual advances, invitations or requests; demands for sexual favours; innuendos, taunting or degrading words about a person's body, appearance or gender/sexual orientation; leering; sexually derogatory or offensive remarks about an individual; inquiries or comments about a person's sex life; and displays of degrading or offensive sexual material including sexual jokes.

8. REPRISAL

Every individual has the right to raise an issue or complaint of discrimination or harassment, and to participate or cooperate in any role under the Policy and/or procedures, without fear of retaliation or reprisal. Retaliation or reprisals will be treated as harassment and/or discrimination.

9. FRIVOLOUS OR VEXATIOUS COMPLAINTS

The University retains the right not to proceed where there is sufficient evidence that a complaint is frivolous or vexatious, and, in such cases, may impose sanctions and remedies that it deems appropriate.

10. PREVENTION, EDUCATION AND AWARENESS

Trent University is committed to an education and training strategy to promote widespread understanding about what constitutes harassment and discrimination and why in their many forms they can be harmful to individuals and the Trent community. This Policy provides the conceptual framework for related educational initiatives in areas such as:

- employment equity;
- disability accommodation;
- community engagement;
- diversity management; and
- other areas that could assist in building a culture of respect.

Trent University will promote awareness of this Policy by:

- making the policy available to existing and new members of the University;
- offering training to persons with management, supervision, leadership and collegial decision-making responsibilities; and
- conducting on-going awareness campaigns.

11. RESOLUTION PROCEDURES

Trent University shall provide both informal and formal mechanisms to address issues that fall within the jurisdiction of this Policy. These mechanisms are outlined in the *Resolution Procedures* (“Procedures”) to this Policy.

12. ROLES AND RESPONSIBILITIES

All members of the Trent University community are expected to refrain from any form of harassment and discrimination, and co-operate in any resolution procedure if necessary. Persons in positions of authority have the additional responsibility to respond to allegations of discrimination or harassment in an appropriate and timely manner, consistent with this Policy.

13. REVIEW OF POLICY

This Policy may be reviewed periodically. Any changes to the Policy must be consistent with prevailing collective agreements and with the *Code* (which prevails over all university policies and collective agreements).

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1. COMPLAINTS AND RESOLUTIONS PROCESS

1.1 General Procedures

It is the University's intention that complaints related to protected grounds will be resolved in a respectful and timely manner. However, where a situation cannot be resolved by speaking with the relevant party(ies), the objective of resolution procedures is to provide a

mechanism to allow human rights issues to be brought to the attention of the University and addressed. The following resolution processes are available to members of the University community who initiate human rights complaint(s):

- informal resolution;
- formal investigation;
- grievance procedures (unionized employees);
- Human Rights Tribunal of Ontario (“HRTO”).

1.2 Relevant Parties to a Complaint

The relevant parties to a complaint under this policy are the complainant(s) and the respondent(s). The complainant(s) is the party(ies) initiating the complaint and who is seeking redress for a perceived injury or wrong. The respondent(s) is the party(ies) named by the complainant(s) as having committed the perceived injury or wrong and who is required to answer to the complaint.

1.3 Early Communication Encouraged

Any person who feels that they have been harassed or discriminated against is encouraged to initiate discussion(s) with the person(s) whose action gave rise to the issue. This allows an opportunity for the complainant(s) to inform the respondent(s) of the nature of the distress experienced and the remedy being sought, and an opportunity for response and resolution of the issue(s) in question. Individuals are strongly encouraged to explain to the offending party(ies) what they believe to be the negative impact of a decision, policy, behaviour, or unwelcome conduct but are not obliged to do so. Each situation should be assessed and considered based on its unique facts and circumstances.

1.4 Exceptions

If an individual believes that addressing the offending party(ies) could lead to escalation of discrimination and/or harassment, or create safety risks, or where a power differential limits an individual’s ability to express concerns, the individual may choose to not interact directly.

1.5 Resolution Options

In the event that a complaint situation cannot be resolved by communication between parties directly, a request may be made to the Human Rights Advisor for information about making a complaint under these Procedures.

Where alternative mechanisms are available and their application is mandated by legislation or another University policy (e.g.: complaint process under Trent’s Annual Access Plan for persons with disabilities; Ontario Teachers’ Federation guidelines regarding harassment complaints that arise during practicum placements for students in programs in the School of Education), individuals should pursue resolution through those measures, prior to accessing these Procedures. Nothing in these Procedures or the Policy on Discrimination and Harassment prohibits an employee represented by a bargaining agent from pursuing his or her rights under the applicable collective agreement or otherwise in accordance with the law.

2. OFFICE OF HUMAN RIGHTS

2.1 Role in the Complaints Process

The Human Rights Advisor is available to any member of the Trent University community to assist and provide individuals and groups with information about the Policy, Procedures and other human rights matters. The Human Rights Advisor's role is not to act as an advocate for either the complainant(s) or the respondent(s) nor to provide legal advice. The Human Rights Advisor is charged with:

- Helping the parties understand and access the Policy and Procedures.
- Reviewing complaints or potential complaints under the Policy to determine if they properly fall within the scope of the Policy.
- Working with the party(ies), if so requested, to explore early resolution options through voluntary informal resolution either directly and/or in securing an independent mediator (internal or external).
- Acting as a investigator in a complaint under the Procedures.

2.2 Confidentiality

Any and all oral and/or written communications with the Office of Human Rights are confidential and cannot be shared with any other party(ies) without written consent from both the complainant(s) and respondent(s). The University and all parties to a complaint will treat all information as confidential, subject to the following exceptions: where disclosure is required to investigate and/or resolve a complaint consistent with the Policy and Procedure; or where disclosure is to the complainant's or respondent's union; or where otherwise required by law or under Trent's *Campus Violence & Harassment Policy*.

3. TIMING FOR FILING A COMPLAINT

3.1 Deadline to file a complaint

Complainants are expected to file their complaint as soon as possible after the incident(s) giving rise to the complaint has occurred. Subject to 3.2, a complaint that is filed more than five (5) months after the last incident giving rise to the complaint will not be processed.

3.2 Exception

A complaint may be initiated beyond five (5) months in circumstances where the delay was incurred in good faith and no substantial prejudice exists such that proceeding with the complaint would deprive the respondent(s) of a fair opportunity to respond to the complaint.

4. REPRESENTATION

4.1 Supportive Persons

Complainants and respondents may bring a "supportive person" (e.g., colleague, student representative, parent/guardian, University counselor) to any meetings through the proceedings. Supportive persons are required to uphold confidentiality and are not permitted to intervene and/or disrupt the process.

4.2 Bargaining Agent Notification and Representation

A complainant or respondent who is a member of a collective bargaining unit is encouraged to consult with his/her bargaining agent about a complaint. If an investigation has not yet

been initiated, the bargaining agent shall accompany the member in any meetings or related proceedings under this policy unless the member requests otherwise. If an investigation has been initiated, the bargaining agent shall accompany the member in any meetings or related proceedings under this policy.

Where a respondent is a member of a bargaining unit, the union shall be notified that a complaint has been filed against the member. The notice shall not contain any details other than the date of the complaint, and the respondent's identity. The respondent will be advised of their right to have all information related to the complaint shared with their union and to seek assistance and counsel respecting their rights under their respective collective agreement(s).

Where a respondent is a member of a bargaining unit, the Human Rights Advisor shall provide the bargaining agent with notice when a complaint is filed, and shall provide the bargaining agent with a copy of the investigation report when it is distributed.

4.3 Use of Independent Legal Counsel

A complainant or respondent may choose to seek independent counsel or advice at their own expense. Legal counsel (for non-unionized employees) may attend meetings as supportive persons but cannot act as legal representatives.

5. OTHER ISSUES IN THE COMPLAINTS PROCESS

5.1 Multiple Complaints

Two or more complaints alleging a violation of the Policy by the same respondent, or having facts in common, may be dealt with in the same proceeding, at the discretion of the decision-maker.

5.2 Interim Measures

In instances where, in the opinion of the decision-maker, there is clear and convincing evidence of a threat to personal health and safety, or to the ability to carry out duties and responsibilities, the University will separate the complainant(s) and respondent(s) in order to stabilize the situation before a resolution procedure is initiated and/or concluded. Where such measures are taken, a timeframe for review of the interim measures will be established and communicated to the complainant(s) and respondent(s) and, in such cases, where either the respondent(s) or the complainant(s) is a member of a bargaining unit, their respective bargaining agent shall be advised of the action taken. Any interim measure taken shall be in accordance with the applicable collective agreements.

5.3 Reprisal (General)

Every individual has the right to file a complaint of discrimination or harassment, and to participate in any role under the Policy and Procedures, without fear of retaliation or reprisal. Retaliation or reprisals will be treated as a form of harassment and/or discrimination.

5.4 Frivolous or Vexatious Complaints

The University retains the right not to proceed where there is sufficient evidence that a complaint is frivolous or vexatious. Such a finding is made by the relevant Vice-President

further to a concern being raised by a respondent or the Human Rights Advisor or by a person serving as a mediator or investigator. Where a finding is made that a complaint is frivolous or vexatious, the University may impose sanctions and remedies that it deems appropriate provided that where the complainant is represented by a bargaining agent, such discipline shall be imposed in a manner which is in accordance with the provisions of the applicable collective agreement.

5.5 Alternative Proceedings

The University encourages the internal resolution of complaints, and therefore encourages complainants to make use of the Policy and Procedures whenever it is possible to do so. However, the Policy and Procedures in no way preclude any complainant(s) or respondent(s) from utilizing alternative options (e.g., Human Rights Tribunal of Ontario, civil lawsuit, grievance), subject to 10.2. For further clarity, nothing in this Policy or Procedures shall limit the rights of any party under any collective agreement.

5.6 Withdrawal

The complainant(s) retains the right to withdraw a complaint at any time during the process up to and including the conclusion of the formal appeal process. Upon written notification of withdrawal or alternative proceedings, a resolution procedure under the Policy and Procedures shall cease, subject to the University's responsibility for due diligence and any investigation of frivolous or vexatious complaints.

5.7 Due Diligence

On receiving a complaint of discrimination or harassment, a person in a position of authority is required to take appropriate and timely action in order to address the situation consistent with the Policy and Procedures. Information disclosed to University counselors, doctors or any position covered by the *Personal Health Information Protection Act* ("the *PHIPA*") is privileged and will not be disclosed except as required or permitted by the *PHIPA*.

5.8 Constructive/Systemic Discrimination/Issues of Public Interest

In the event that a University policy, procedure or practice is the subject of a complaint of constructive or systemic discrimination, the complaint will be brought to the attention, in writing, of the University administrator who is responsible for that policy, procedure or practice. The University administrator will engage in discussion, research, an informal process or formal investigation, as appropriate, following the principles of and considering the timelines in the Procedures. It is recognized that any policy and procedural changes will require extended time for consultation and approval.

6. INITIATING A COMPLAINT

6.1 Responsibilities of the Parties

Each party to a complaint is advised to keep written notes about the events at issue, as well as maintain any relevant documentation. Parties are responsible for knowing and understanding the Policy and Procedures.

6.2 Complaint to be Made in Writing

A complaint shall be made in writing and must include all of the following details:

- What happened – a description of the events or situation
- When it happened – dates and times of the events or incidents
- Where it happened
- Names of witnesses, if any
- Remedy(ies) sought

In addition to making a written complaint, the complainant will be expected to attend meetings with the Human Rights Advisor and/or external consultant or University representative(s) who are responsible for informal resolution, or fact-finding/investigative processes, and to provide any required additional information.

7. COMPLAINT PROCESS

7.1 Assessment by the Office of Human Rights

Upon receipt of a written complaint, the Human Rights Advisor shall determine whether the complaint appears, on the face of it, to be within the scope of the Policy.

7.2 Notification to Respondent

Having determined that a complaint appears to be within the scope of the Policy, the Human Rights Advisor will provide a copy of the written complaint to the respondent and where applicable, to their union.

8. INFORMAL RESOLUTION

8.1 Request for Informal Resolution

Any member of the University community may request assistance from the Human Rights Advisor to reach an informal resolution of a complaint. Informal Resolution is a voluntary option that is intended to help parties settle disputes on mutually agreeable terms. In some cases, complainants may be advised that their concerns can, should or need to be brought to the attention of some other official of the University for proper and full resolution.

8.2 Willingness to Participate

Where the Human Rights Advisor believes there is a possibility of reaching an informal resolution, of a complaint or where at least one of the parties requests that such efforts be made, the Human Rights Advisor shall contact the other party(ies) to determine their willingness to participate in a voluntary process to help the parties settle the dispute on mutually agreeable terms.

8.3 Facilitating Agreement

Where an informal resolution process has been initiated, the Human Rights Advisor shall make a good faith effort, through the use of any viable technique (e.g., discussion, consultation, conciliation, mediation) directly and/or in securing an independent mediator, to facilitate a mutually acceptable agreement.

8.4 Appointment of an Independent Mediator

In some cases, including where a party so requests, informal resolution may involve the retention of another person trained in mediation internal or external to the University. The

Human Rights Advisor may recommend the appointment of an independent mediator in instances where the Advisor has identified a possible conflict of interest.

8.5 Withdrawal from Informal Resolution

Because the informal resolution process is voluntary, any party may withdraw at any time from the process by providing written notice to the Human Rights Advisor.

8.6 Three Weeks to Conclude Informal Resolution

Resolving the complaint through informal resolution shall normally be completed within three (3) weeks of all parties' agreement to participate.

8.7 Extension of Time

In exceptional and compelling circumstances the timeframe may be extended at the discretion of the Human Rights Advisor where to do so is likely to result in an agreement. If the Human Rights Advisor determines there is no reasonable prospect to reach agreement, the Advisor will notify the parties in writing to conclude the process.

8.8 Confidentiality of Informal Resolution Process

In order to support the chances of successful resolution, except where disclosure is required by law, any and all information that is created and maintained by the Human Rights Advisor / Independent Mediator during the informal resolution process is to remain confidential to the mediation process and may not be introduced in the formal process. Sanctions may not be implemented other than through the formal resolution process unless the sanctions form part of a mutually agreeable, voluntary settlement.

8.9 Informal Process and Investigation

No person having conducted the informal mediation process shall be appointed as the investigator of the complaint in question.

9. FORMAL INVESTIGATION

9.1 Referral by Office of Human Rights

Where informal resolution is not successful or suitable, or where a party does not wish to participate in an informal resolution process, the Human Rights Advisor will refer the complaint to:

- the Vice-President of the respondent's division if the respondent is an employee;
- the Vice-President Academic if the respondent is a student.

A complaint against a Vice-President will be filed with the President. A complaint against the President or a Governor will be filed with the Chair of the Board of Governors. A complaint against the Chair of the Board of Governors will be filed with the Vice-Chair. In such cases, subsequent references to "Vice-President" will be substituted accordingly.

9.2 Situations Involving Multiple Respondents

In situations involving multiple respondents, the Vice-Presidents will determine who will oversee the investigation process based on the substance of the complaint. This responsibility may be delegated, in which case references to "Vice-President" in this section

will refer to the delegate.

9.3 Investigation Procedure

An investigation will proceed as follows:

1. The relevant Vice-President and Human Rights Advisor will meet with the respondent(s), bargaining agent representative(s), as applicable, and supportive person chosen by the respondent(s) to review the process and provide a copy of the written complaint if it has not already been provided.
2. The respondent will have ten (10) working days to provide a written response, a copy of which will be provided to the complainant.
3. The Human Rights Advisor may be responsible for the conduct of the investigation. Where the Human Rights Advisor is not available, or where the Advisor has conducted an informal mediation process, or where the Advisor has identified a conflict of interest, the relevant Vice-President, in consultation with the University Secretary, will appoint an investigator, who may be external to the Trent community, who possesses expertise in the following areas:
 - human rights issues and principles;
 - the requirements of the *Ontario Human Rights Code*;
 - methods for conducting effective human rights investigations.

9.4 Submissions to the Investigator

The investigator will be provided with a copy of the complaint, written response, and the Policy and Procedures.

9.5 Office of Human Rights Availability

The Human Rights Advisor will be available to any external investigator, the relevant Vice-President, complainant(s) and respondent(s) to advise on the Policy and Procedures as necessary.

9.6 Extent of Investigator's Scope

The investigation will be limited to the jurisdiction of the Policy and normally to the complaint that has been filed. The investigator will meet with the complainant(s) and respondent(s) separately to obtain information relevant to the investigation. The respondent(s) will be given a full and fair opportunity to respond to the complaint. The investigator will determine whether and which witnesses will be interviewed, and may request the production of documents that may be relevant to the investigation. Both the complainant(s) and the respondent(s) have the responsibility to provide information as accurately and promptly as possible. The investigator may refer the complaint back to informal resolution with the agreement of the parties if it appears that informal resolution is possible.

9.7 Time for Completion of Investigation

The investigator will make every effort to complete the investigation within thirty (30)

working days of being in receipt of the complaint and written response but failure to do so shall not invalidate the process.

9.8 Investigator's Report

At the conclusion of the investigation, the investigator will write a report outlining the findings which may also include an overview of human rights principles. The investigator will provide a copy of the report, on a confidential basis, to the complainant(s) and the respondent(s), and the respondent(s)'s bargaining agent (if applicable), the relevant Vice-President and the Human Rights Advisor (if applicable).

9.9 Investigator's Notes Maintained in Office of Human Rights

The investigator's notes and transcripts (if applicable) will be maintained in the Office of Human Rights in a secure and confidential file in accordance with the requirements of these Procedures.

9.10 Vice-President's Review and Decision

The relevant Vice-President will review the report and decide on the complaint. If the complaint is found to be substantiated, or was found to be frivolous or vexatious, the Vice-President will determine appropriate remedies/sanctions, if applicable. For unionized employees, any disciplinary action will be undertaken in accordance with the applicable collective agreement provisions and will be imposed in accordance with the procedural requirements of the collective agreement, and all rights thereunder shall be preserved.

The Vice-President's decision will be communicated in separate letters to the complainant(s) and respondent(s) and, where the respondent is a union member, to the party's union.

9.11 Extension of Timelines

Timelines may be extended in good faith by the relevant Vice-President, and such extension will be communicated in writing to the complainant(s), respondent(s), bargaining agent(s) as applicable, investigator, and the Human Rights Advisor.

10. LIMITED APPEAL OF OUTCOME OF INVESTIGATION

10.1 Appeal on Grounds of Procedural Error or New Evidence

Either the complainant(s) or respondent(s) may appeal the outcome of an investigation on the grounds of procedural error or that significant new evidence has become known after the final report but before the expiry of the appeal period. Appeals must be submitted in writing, within ten (10) working days of receiving the decision, to the Human Rights Advisor. The Human Rights Advisor will refer the appeal to another Vice-President (i.e. not the decision-maker) on the basis of availability. Where the respondent was a Vice-President or President, the appeal will be referred to the Chair or Vice-Chair of the Board of Governors which is substituted accordingly.

10.2 Review of Appeal

The Vice-President receiving the referral will review the appeal submission, the investigation report and the decision, and will issue a decision on the appeal within fifteen

(15) working days of receipt.

10.3 Extension of Timelines

Timelines under this appeal procedure may be extended in good faith by the Vice-President receiving the referral, and such extension will be communicated in writing to the appellant(s), all other parties to the complaint, and the Office of Human Rights.

11. HUMAN RIGHTS CODE/GRIEVANCES

11.1 No Bar to Exercise of Rights Outside the Policy

The University encourages the internal resolution of complaints, and therefore encourages complainants to make use of the complaint procedure whenever it is possible to do so. However, the provisions of this Policy and Procedures in no way affect the right of any person to exercise rights under the *Code*, or grievance procedures for unionized employees within the time limits specified by each.

11.2 Cessation of Policy Resolution Process

Upon written notification of a grievance or HRTO proceedings, a resolution procedure under this Policy will stop subject to the University's responsibility for due diligence, having regard for its responsibility to respond appropriately to allegations of discrimination and harassment, police involvement (if any) and any other considerations applicable to the circumstances, unless the relevant bargaining agent has filed a formal request to hold the grievance in abeyance consistent with the relevant collective agreement.

12. REMEDIES AND SANCTIONS

12.1 Remedies

Remedies are intended to restore individuals to the position they would have experienced had the discrimination or harassment not occurred. Examples include but are not limited to an apology, reinstatement, compensation for actual losses, provision of services, and adjustment of fees. The intention of the Policy is restorative and educative.

12.2 Sanctions

Where necessary, sanctions are intended to ensure it is understood that violations of the Policy and the *Ontario Human Rights Code* are taken seriously. Examples include but are not limited to verbal or written warning, loss of privileges, suspension, demotion, and expulsion (students) or dismissal (employees).

For unionized employees, any disciplinary action will be consistent with collective agreement provisions and will be imposed in accordance with procedural requirements of the collective agreement and all rights thereunder shall be preserved.

12.3 Criteria Considered

The following criteria will be considered to determine the appropriate level of remedy or sanction:

- seriousness/severity of the incident(s);
- reliability of the evidence;

- remedies sought by the complainant;
- any documented history of substantiated and related history on the part of the respondent(s), or on the part of the complainant(s) in the case of frivolous or vexatious complaints, provided such documentation has been maintained in accordance with relevant collective agreements.

13. RECORDS

13.1 Time for Retaining Records

All records shall remain secure and confidential files are to be maintained in the Office of Human Rights for:

- two (2) years beyond April 30 for confidential advice that concludes between May 1 and April 30 each year, after which time the contents will be destroyed;
- seven (7) years beyond April 30 for formal investigation proceedings that conclude between May 1 and April 30 each year, after which time the contents will be destroyed.

Where a complaint has not been substantiated no reference will be placed in any personnel or student file.

Where a formal investigation results in sanctions for an employee or student beyond a verbal warning/reprimand, documentation will be placed in the personnel or student file.

In the case of unionized employees, all records shall be kept in a manner and for a time period which is in accordance with the provisions of the collective agreement.

13.2 Use of Non-identifiable Statistical Information

Non-identifiable statistical information on the number, nature and type of complaints will be reported annually by the Office of Human Rights to the Presidential Advisory Committee on Human Rights, Equity & Accessibility (PACHREA), the Board of Governors and the University community at large.

APPENDIX E: MEMORANDUM OF UNDERSTANDING RE: PROGRESS
THROUGH THE RANKS

The Memorandum of Understanding dated March 15, 1979 and signed by T.E.W. Nind and J. Fekete shall continue to have whatever status it had on June 30, 1996.

Dated at Toronto this 2nd day of December, 1996.

APPENDIX F: LETTER OF UNDERSTANDING RE: OFF-CAMPUS AND SUMMER SESSION TEACHING

The Collective Agreement currently provides that bargaining unit members cannot be required to teach Off-Campus or Summer Session courses, but may do so on a voluntary basis. The purpose of this letter is to clarify certain limited circumstances where Off-Campus and/or Summer Session teaching may be required. This is an acceptable requirement where a limited term appointment has resulted from a consolidation of stipendiary positions which had clearly been posted as related to either Off-Campus or Summer Session courses. Similarly, a limited term appointee may be required to undertake such courses where the limited term advertisement clearly specified the Off-Campus and/or Summer requirements. In the latter case, where the limited term appointment is for two (2) years or more (either at the outset, or on a cumulative basis for an individual who has had previous limited term appointments), the Association's prior consent is required. TUFA shall respond to any such request for consent within five (5) days of receipt, and such consent may not be unreasonably withheld. Failure to respond shall be regarded as consent.

Dated at Peterborough this 13th day of August, 1991.

As Amended 1993.

APPENDIX G: SECOND FRAMEWORK AGREEMENT RE:
RETIREMENT BENEFIT ISSUES

AGREEMENT ON RETIREMENT BENEFIT ISSUES
COMPRISING AN AMENDMENT OF THE COLLECTIVE AGREEMENT

(Appendix A and Appendix B not included)

BETWEEN:

THE BOARD OF GOVERNORS ON BEHALF OF TRENT UNIVERSITY (“TRENT”)

- AND -

THE TRENT UNIVERSITY FACULTY ASSOCIATION (“TUFA”)

1. Trent and TUFA (the parties) are parties to a collective agreement, the terms of which incorporate by reference the Contributory Pension Plan for TUFA Employees of Trent University (the “RPP”) and the Supplemental Retirement Arrangement for Members of The Contributory Pension Plan for TUFA Employees of Trent University (the “SRA”);

Representatives of the parties have engaged in discussions with respect to a variety of issues related to the RPP and the SRA as they affect TUFA members and have reached this agreement for inclusion in a renewal collective agreement between the parties with the effective date July 1, 2005, and with the commitment that this agreement shall serve as the basis for amendments and changes in respect of TUFA pension and retirement benefit issues.

Capitalized terms are defined in the RPP or SRA documents or herein. “Pension” and “retirement benefit” are interchangeable terms with the same meaning.

PROCESS AND RELATED MATTERS

2. The parties will conclude such further legal agreements as are necessary to implement this agreement as expeditiously as is practicable, and in any event not later than March 31, 2006, through further pragmatic discussion in the context of and consistent with this agreement, such further legal agreements to consist of the final language of amendments to the RPP, the SRA, and the collective agreement, as necessary, along with such other documents as are necessary. For a list of RPP and SRA provisions anticipated to be in need of amendment, see Appendix A of this agreement, for informational purposes.
3. This agreement is grievable and arbitrable under the collective agreement and can be the subject of a complaint under the *Ontario Labour Relations Act*.
4. In the event that issues remain to be resolved respecting the legal agreements referenced in item 2. above, either party can bring any such issues directly to

arbitrator Kevin Burkett or William Kaplan (whoever is first available) on the giving of one week's written notice to the other party. This provision is a special facilitating fast-track, with the following two conditions: (a) the arbitrator will meet with and endeavour to assist the parties as necessary in resolving any outstanding issues in the context of and consistent with this agreement; however, in the event that the parties are unable to resolve an outstanding issue, the arbitrator shall have the authority to resolve it in a manner consistent with this agreement, and such resolution shall be binding on both parties; (b) the costs of the arbitrator shall be paid jointly and equally by the parties.

5. Unless the parties agree otherwise, no departure shall occur from the normal manner for satisfying the current service costs of both the RPP and the SRA in each Plan Year as detailed in item 10.(a) below, nor shall any transfer of assets to the RPP from the SRA Fund (as constituted under the Advanced Income Tax Act Ruling) occur, unless and until the legal agreements implementing this agreement are successfully concluded, and then only to the extent and in the manner provided in the legal agreements.

CHANGES OR AMENDMENTS TO THE RPP AND THE SRA

6. An "Aggregate Plan"
 - (a) The parties agree to establish a framework for the continuing operation of the RPP and the SRA within a properly funded defined benefit Aggregate Plan (Aggregate Plan = RPP+SRA) that will deliver to Aggregate Plan members a retirement benefit of 2% of final average earnings for each year of pensionable service. Under the Aggregate Plan, the RPP and the SRA are differentiated only in regulatory and creditor treatment, but otherwise operate in a uniform manner, combined into one Aggregate Plan, both from the perspective of all the obligations associated with a defined benefit plan and from a financial management perspective.
 - (b) The Aggregate Plan shall be funded at the level of the Aggregate Current Service Cost (ACSC) + 1%, where the ACSC is defined as the sum of the total current service cost of the RPP and the SRA, and 1% is the Initial Aggregate Amortization Component (IAAC), defined as the agreed-upon contribution rate required for the amortization of the going concern unfunded liability identified at July 1, 2005--except that the University has a further obligation to amortize any new or additional going concern unfunded liabilities or solvency deficiencies under the terms of this agreement.
7. SRA No Longer Surplus-Dependent and No Longer Probationary
 - (a) Under the provisions of this agreement, effective July 1, 2005, the suspension and termination provisions of the SRA (Section 9 of the SRA) shall be removed. Moreover, the SRA Fund will be funded from Aggregate Plan contributions, in the same manner as the RPP.
 - (b) The parties shall review and revise the remaining portion of Section 9 of the SRA (Discontinuation for Legal Reasons) within the legal agreements to be

prepared under item 2. of this agreement. No revision under this item 7.(b) shall disadvantage members in comparison with the current provisions for discontinuation for legal reasons under Section 9 of the SRA.

8. Members' Required Contributions

- (a) Effective with the collective agreement starting July 1, 2005, Members' Required Contributions under the Aggregate Plan for each Plan Year shall be
 - (i) deposited to the RPP in each Plan Year;
 - (ii) set at 6.50% of the Nominal Earnings of members (or the Normal Earnings of part-time members), which contribution rate includes the members' Current Service Cost components for the RPP and for the SRA (a total of 6.1%), and the agreed member amortization component (0.4%) for the amortization of the going concern unfunded liability identified at July 1, 2005 (approximately 3.5 million dollars);
 - (iii) readjusted, with respect to the Current Service Cost component of the Members' Required Contributions, effective the first Plan Year of each collective agreement, to a rate that is equivalent to 40% of the total Aggregate Current Service Cost ("ACSC"). In addition, the 0.4% agreed member amortization component will remain part of the Members' Required Contributions. For clarity, the 0.4% agreed member amortization component will remain part of the Members' Required Contributions even after the identified amortization payments are completed, unless the parties agree otherwise.
- (b) Notwithstanding the provisions under 8.(a).ii above, during the Plan Year starting July 1, 2005, Members' Required Contributions shall be 5.25% during July 1, 2005 to December 31, 2005, and 5.75% during January 1, 2006 to June 30, 2006. For clarity, thereafter, starting July 1, 2006, Members' Required Contributions shall be 6.50% in each Plan Year unless and until the provision of 8.(a)(iii) takes effect.

9. University's Required Contributions

- (a) Effective with the collective agreement starting July 1, 2005, the University's Required Contributions under the Aggregate Plan for each Plan Year shall be (A) + (B) where the components (A) and (B) are defined below in 9.(b) and 9.(c).
- (b) (A) shall be
 - (i) set at 9.75% of the Nominal Earnings of members (or the Normal Earnings of part-time members), which contribution rate includes the University's Current Service Cost components for the RPP and for the SRA (a total of 9.15%), and the agreed University amortization component (0.6%) for the amortization of the going concern unfunded liability identified at July 1, 2005 (approximately 3.5 million dollars);

- (ii) readjusted, with respect to the Current Service Cost component of the University's Required Contributions, effective the first Plan Year of each collective agreement, to a rate that is equivalent to 60% of the total Aggregate Current Service Cost ("ACSC"). In addition, the 0.6% agreed University amortization component will remain part of the University's Required Contributions. For clarity, the 0.6% agreed University amortization component will remain part of the University's Required Contributions even after the identified amortization payments are completed, unless the parties agree otherwise. For a definition of the ACSC, see item 6.(b) above;
 - (iii) set, during the Plan Year starting July 1, 2005, notwithstanding the provisions under 9.(b)(i) above, at 5.25% during July 1, 2005 to December 31, 2005; 12.00% during January 1, 2006 to April 30, 2006; and 9.75% during May 1 to June 30, 2006. For clarity, thereafter, starting July 1, 2006, the University's Required Contributions under (A) in this item shall be 9.75% in each Plan Year unless and until the provision of 9.(b)(ii) takes effect;
 - (iv) not less in any event, notwithstanding any provision above, than the balance of the cost of benefits being earned in the Plan Year under the RPP after allowing for the Current Service Cost component of the Members' Required Contributions (which for this purpose shall include the University's contributions on behalf of Members under Section 4.01(b) of the RPP).
- (c) (B) shall be the amount necessary for the proper amortization of all solvency deficiencies (if any) under the RPP, and all unfunded liabilities (if any) under the Aggregate Plan on a going concern basis if such unfunded liabilities are not already covered under the aggregate 1% amortization component (IAAC) provided by the member amortization component under 8.(a) and the University amortization component under 9.(b), subject to 9.(d) below.

For the purposes of determining "the amount necessary" under this provision, the legislation applicable to the RPP is deemed to apply also to the SRA with respect to the proper amortization of going concern unfunded liabilities, subject to the agreed-upon method of amortization. See Appendix B for the "agreed-upon method."

For clarity, at any point in time, the present value of the amortization payment to the Aggregate Plan in respect of the IAAC (that is, 1%) will be calculated on the remaining period to June 30, 2025, i.e., a period of 20 years from July 1, 2005. For each Plan Year of the 20-year period up to June 30, 2025, the going concern unfunded liability of the Aggregate Plan will be reduced at each annual valuation by the present value of the Initial Aggregate Amortization Component for the period remaining.

The provisions of item 10.(b) (Allocation) and item 12 (Solvency) of this agreement address the solvency deficiency payments under this component (B) of the University's obligation.

- (d)
 - (i) In any Plan Year, to the extent that additional special payments by the University are required for the liquidation of a going concern unfunded liability under the Aggregate Plan, such special payments shall be deemed to be a credit against University contributions in any of the following three Plan Years, provided that the use of any such credit shall not increase the going concern unfunded liability of the Aggregate Plan beyond an amount equal to the present value of the IAAC for the remaining period up to June 30, 2025.
 - (ii) In any Plan Year, the University may take a credit against University contributions up to the full amount of any solvency special payments made directly by the University to the RPP in any of the previous ten Plan Years, provided that such credit does not create a solvency deficiency. For clarity, funds withdrawn, withheld, or transferred from the SRA Fund under item 12 to cover solvency deficiency under the RPP are not eligible for such credits.
- (e) For clarity, the University cannot take account of actuarial gains or cumulative aggregate surplus in calculating its total required contribution obligations under component (A) of item 9, nor use actuarial gains or aggregate surplus to reduce its total contribution obligations under the Aggregate Plan except as set out in item 9(d) above and in item 13 below.

10. Allocation of the University's Required Contributions

- (a) In each Plan Year starting July 1, 2005, the University's required contributions will be allocated in the following order, to be considered the normal funding sequence:
 - (i) By deposit to the RPP, to satisfy the University's current service cost under the RPP which is defined as the balance of the cost of benefits being earned in the Plan Year] after allowing for the Members' Required Contributions (which for this purpose shall include the University's contributions on behalf of Members under Section 4.01(b) of the RPP);
 - (ii) By deposit to the SRA Fund, to satisfy the current service cost under the SRA, which is defined as the cost of the benefits being earned in the Plan Year under the SRA;
 - (iii) By deposit to the RPP or the SRA Fund, as deemed necessary on the Actuary's advice, to meet the obligations of the Aggregate Plan.

- (b) Notwithstanding the provisions under item 10.(a) above, in any Plan Year when a filed actuarial valuation has identified a solvency deficiency under the RPP, University contributions, up to the full required amount of such contributions as may be necessary, can be directed entirely to the RPP, provided that such departures from the norms that are defined in item 10.(a) shall be subject to the provisions of item 12. and item 13.(b) of this agreement.

11. Indexation

- (a) The same rate of indexation will apply to pensions payable under the SRA as to pensions payable under the RPP, under all the provisions of this item on indexation.
- (b) The current indexation provisions of the RPP and SRA will continue to apply to retirements and terminations prior to July 1, 2006, i.e. will be applied to the full retirement benefit under the Aggregate Plan. The sections on indexation below, which are more restrictive than the provisions currently in place, apply only to the cohort of retirements and terminations on and after July 1, 2006, except that the indexation rate applicable to the earnings of members who are disabled on or after July 1, 2006 will be the better of the two rates.

The new provisions under 11.(c) below are not expected to produce indexation of pensions until and unless the RPP's cumulative returns calculated under a smoothing method exceed 6.5% over a period of time, i.e. unless the RPP performs better than currently expected, and the new provisions under 11.(d) below are not expected to produce indexation of pensions until and unless the Aggregate Plan has no unfunded or unamortized liabilities and aggregate surplus grows to exceed the amount of aggregate surplus designated under 11.(d)(ii) below for use as a contingency reserve.

- (c) For retirements and terminations on and after July 1, 2006, excess-earnings-based indexation under the Aggregate Plan on each July 1st, starting with July 1, 2007, shall be determined as follows:
 - (i) Excess earnings shall be defined as a percentage value that is the cumulative excess/deficiency of the rate of return on the RPP, after the deduction of expenses, above/below 6.5% for the period ending on the immediately preceding March 31, with the starting measurement date for the rate of return and the cumulative excess/deficiency being April 1, 2006. For the four 12-month periods from April 1, 2006 to March 31, 2010, the rate of return shall be the 1-year, 2-year, 3-year and 4-year averages respectively and thereafter a 4-year average rate of return shall be used.
 - (ii) If there is a cumulative deficiency as of March 31, there will be no indexation on the subsequent July 1; however, there will be no reduction in pension benefits.
 - (iii) If there is a cumulative excess as of March 31, the indexation as of the

subsequent July 1 will be the lesser of the cumulative excess and 50% of the annual rate of increase in the Consumer Price Index as of the immediately preceding March 31. The percentage expended on indexation will be deducted from the cumulative excess.

- (iv) If there is any remaining cumulative excess, 50% of that excess will be used for catch-up in respect of any one or more of the prior five years when the indexing was less than 50% of the increase in CPI. The application of the catch-up to previously unindexed or partially indexed years will proceed in reverse chronological order, from the most recent Plan Year backward.
- (d) For retirements on and after July 1, 2006 (for clarity: not for terminations), aggregate-surplus-based indexation under the Aggregate Plan on each March 1, starting with March 1, 2008, is in addition to the excess-earnings-based indexation described in 11.(c) above for retirements and terminations, and shall be determined as follows:
 - (i) Aggregate-surplus-based indexation will be applied to pensions in payment to supplement excess-earnings-based indexation for any Plan Year in which indexing was less than the increase in CPI, proceeding to provide catch-up year by year in reverse chronological order, from the most recent Plan Year backward, first to bring each unindexed or partially indexed year to 50% of the increase in CPI, and then, secondly, after that target has been achieved for all years, to bring each year, Plan Year by Plan Year, in reverse chronological order, to 100% but never more than 100% of the increase in CPI for that year, including excess-earnings-based indexation, subject to item 13.(a)(iii). For clarity, the 5-year limit of item 11.(c)(iv) does not apply to the aggregate-surplus-based indexation.
 - (ii) The threshold for initiating aggregate-surplus-based indexation will be an aggregate contingency reserve of aggregate surplus funds on a going concern basis equal to the Aggregate Current Service Cost. Only aggregate surplus in excess of that contingency reserve is available for indexation under this provision.
 - (iii) The funds available for aggregate-surplus-based indexation will be determined in each actuarial valuation not later than December of each Plan Year, and will be applied effective March 1 of the same Plan Year for the immediately preceding Plan Year. The application of funds for catch-up in respect of prior Plan Years shall be based for each prior Plan Year on CPI for the immediately preceding year and calculated as of March 31 of that preceding year.
- (e) It is the intent of the parties that, funds permitting, ultimately the application of indexation provisions should achieve equity between the pre-2006 and the post-2006 cohorts of retirements. In the event that indexation of post-2006 retirements under these excess-earnings and aggregate-surplus-based

provisions comes to match the indexation provided under the current provisions to retirements prior to July 1, 2006, further aggregate-surplus-based indexation for post-2006 retirees shall not be unreasonably provided at the expense of aggregate-surplus-based indexation for pre-2006 retirees under the current Article 7.04 of the RPP respecting “insufficient excess investment earnings.

12. Solvency

- (a) If, in any Plan Year, on the basis of a filed valuation, the University is required to make special payments to amortize a solvency deficiency under the RPP, up to the full amount of the University's Required Contributions, as may be necessary, shall be directed to the RPP. The portion of the contribution in excess of the University current service cost for the RPP, up to an amount equivalent to the IAAC (1%), shall be used to satisfy any going concern special payments, with the balance of the excess contribution, if any, used in respect of the solvency special payments. The remainder of the solvency special payments for the Plan Year can then be satisfied by transferring a corresponding amount from the SRA Fund to the RPP, provided that sufficient funds are available in the SRA Fund and subject to maintaining assets in the SRA Fund at least equal to five years of pension payments under the SRA.

For clarity, in each Plan Year, the five years of pension payments will be calculated on a rolling basis as 60 times the monthly pension payments as of the effective date of the filed valuation and as of each subsequent annual valuation.

- (b) The parties agree, in preparing the legal agreements under item 2. of this agreement, to provide mechanisms to ensure that any amounts withdrawn from the SRA Fund, or transferred from the SRA Fund to the RPP, or withheld from normal current service allocations to the SRA Fund, in respect of solvency special payments, shall be (i) noted, for purposes of reporting the financial position of the SRA, as having been withdrawn, withheld from, or transferred out of the SRA Fund; and (ii) credited with the investment income, net of expenses, earned while the withdrawn, transferred, or withheld funds remain in the RPP. An amount equal to the sum of the amounts under 12.(b)(i) and 12.(b)(ii) shall be reallocated by the University to the SRA Fund as soon as is reasonably practicable, with the objective of achieving and sustaining a balanced SRA within a balanced Aggregate Plan. The parties are agreed that any such mechanisms for withholding, withdrawing, or transferring funds from the SRA Fund shall comply with applicable legislation.
- (c) The parties further agree:
 - (i) to ensure that any going concern special payments or solvency special payments to the RPP are limited to the minimum required by applicable legislation;

- (ii) to ensure that solvency transfers or departures from the normal funding that is defined in item 10.(a) do not result in changing or masking any going concern unfunded liability in the Aggregate Plan. For clarity, with respect to *going concern* unfunded liabilities under the Aggregate Plan, the University cannot take account of the provisions of item 12 (Solvency) in calculating its contribution obligations under component (B) in item 9 nor reduce its required contribution deposits under component (B) in item 9;
- (iii) to ensure that assets transferred, withdrawn, or withheld from the SRA Fund are counted only once when assessing the financial position of the Aggregate Plan;
- (iv) to ensure that transfers and departures from the normal funding that is defined in item 10.(a) are properly tracked, reported, assessed for their impact, reviewed by the parties during the annual valuations, and audited;

For clarity, any withdrawal or withholding of funding from the SRA Fund or any transfer of assets from the SRA Fund to the RPP which would have the effect of creating or increasing an unfunded liability in the SRA shall be permitted only in the case of solvency deficiency in the RPP. Such transactions shall not impact on the financial standing of the Aggregate Plan on a going concern basis.

13. Surplus

- (a) Unless and until the parties otherwise agree, aggregate actuarial gains since the previous valuation and cumulative aggregate surplus, on a going concern basis, must be used in the manner and in the order of priority specified below, and can be used as a source of funds only for the purposes and according to the sequence detailed below. Except as specified below in item 13.(a)(v), the University cannot use aggregate actuarial gains or cumulative aggregate surplus to reduce its contribution obligations to the Aggregate Plan under component A of item 9.(a) and 9.(b) of this agreement. Use of aggregate actuarial gains and cumulative aggregate surplus will be decided annually following an actuarial determination of assets, liabilities, and total current service costs in the Aggregate Plan, that is both the RPP and the SRA.

The order of “calls” on aggregate actuarial gains and cumulative aggregate surplus will be as follows:

- (i) The first call will be to liquidate any going concern unfunded liability or experience deficiency in the Aggregate Plan to the extent required by law or by law mirrored voluntarily. Such liquidation shall occur on an amortized basis in both the RPP and the SRA, and the annual special payments shall be kept to the minimum required by the applicable legislation with respect to the RPP and the agreed-upon

amortization method with respect to the Aggregate Plan. For the “agreed-upon method,” see Appendix B.

- (ii) The next call will be to build up and sustain an aggregate contingency reserve in the amount of the Aggregate Current Service Cost for one Plan Year.
 - (iii) The next call will be for aggregate-surplus-based indexation, as detailed above in section 11. of this agreement. Unless otherwise agreed by the parties, indexation to the greater of 50% of CPI levels for all Plan Years or the level of indexation provided to pre-2006 retirees is the precondition for the eligibility of calls (iv) and (v) below.
 - (iv) The next call will be for such improved benefits for members as the parties may agree from time to time, including any further indexation.
 - (v) Thereafter, any “calls” on or utilization of aggregate surplus will be as the parties may agree from time to time, including any contribution holidays by the parties, provided that such contribution holidays do not unreasonably put the sustainability of the Aggregate Plan in jeopardy and do not render the previous “call” under item (iv) above without effect.
- (b) Excess surplus under the Income Tax Act (ITA) definition, and any prohibited contributions to the RPP under the ITA’s excess surplus requirements, shall be directed to the SRA Fund.

14. Administration

- (a) The parties will be provided annually with a complete detailed report of all the expenses associated with the Aggregate Plan.
- (b) Proposed changes in actuarial assumptions and methods will be presented to the Pension Subcommittee for discussion and review of options, along with a rationale for the changes, and an analysis of the impact of each change on the assets and liabilities of the Aggregate Plan. Notification to TUFA of any proposed change shall provide reasonable opportunity for consultation with TUFA’s actuary and for timely input to the decision process, within which due consideration of such input shall not be unreasonably denied.
- (c) Language will be drafted to require that the annual valuation report shall provide valuation details in a form and manner pertinent to the Aggregate Plan, as well as to the RPP and SRA, including the assets, liabilities, experiences, transfers, departures from normal funding under item 10.(a), and other transactions under the Aggregate Plan, sufficient to support the proper monitoring of the Aggregate Plan.

- (d) TUFA shall be provided with the financial statements of the RPP, the SRA, and the Aggregate Plan annually in a timely way, sufficient to allow reasonable opportunity to review them, consult as necessary with TUFA's actuary, and make a timely input to the Board's approval or review process.

EFFECTIVE DATE

15. The effective date of this agreement is July 1, 2005. The parties will endeavour to conclude final language negotiations such that amendments to the RPP and the SRA and other documents will be effective as of July 1, 2005.

SIGNING

16. This agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts, including facsimile signatures, shall be construed together, and shall constitute one and the same agreement.

Signed, in Peterborough, Ontario, this 29th day of November, 2005

FOR TUFA

FOR TRENT

Dr. John Fekety, Pension Negotiator

David Mahy, Chief Negotiator

Dr. Graham Cogley, Pension Negotiator

Don O'Leary, Vice President

Dr. Douglas Curtis, Pension Negotiator

Garth Brownscombe, Director of
Finance

Dr. George Nader, Pension Negotiator

APPENDIX H: MEMORANDUM OF AGREEMENT RE: NOTIFICATION
OF RETIREMENT

In order to facilitate planning in Departments/Programs, members who intend to retire should notify the Dean, in writing, with a copy to the Provost and Vice President Academic, by October 15th of the year prior to the anticipated July 1st retirement date.

Such notification may only be revoked prior to June 30th by written agreement of the Department/Program, and Provost and Vice President Academic.

Dated at Peterborough this 25th day of January, 2006.

APPENDIX I: EMPLOYMENT STATUS OF TUFA MEMBERS HOLDING LIMITED TERM APPOINTMENTS

1. Any member employed in a Limited Term appointment between September 1, 2012 and April 30, 2013 will be exempt from section [III.4.2](#), and on an ongoing basis, will be eligible to apply and be considered for Limited Term appointments. Duties and responsibilities of Limited Term appointments shall be consistent with [IV.1.1](#). Flexibility in the allocation of duties and responsibilities is permissible provided such allocations are consistent with [IV.1.1](#).
2. Compensation for those members eligible for this exemption will not exceed the top of the lecturer grid. Members that currently exceed A12/B8/C2 will be red-circled until such a time as the grid catches-up.

Dated this 13th day of December, 2012

APPENDIX J: THIRD PENSION FRAMEWORK FOR TUFA COLLECTIVE
AGREEMENT, 2009-2012

1. For the three year period from July 1, 2010 to June 30, 2013:
 1. Members' Required Contributions to the Registered Pension Plan shall be 9.0% of the member's Nominal Earnings (or the Normal Earnings for a member employed on less than a full- time basis);
 2. the University's Aggregate Required Contributions under the Aggregate Retirement Arrangement shall be 13.5% of members' salaries in each plan year.

For clarity, during this period, no portion of the University's Aggregate Required Contributions shall be available for subsequent credit to the University under the provisions of the Aggregate Retirement Arrangement.

2. As of July 1, 2013, unless the parties agree otherwise, the Members' Required Contributions to the Registered Pension Plan shall be 7.0% of the member's Nominal Earnings (or the Normal Earnings for a member employed on less than a full- time basis) and the University's Aggregate Required Contributions under the Aggregate Retirement Arrangement shall be 10.5% of members' salaries in each plan year.
3. Effective July 1, 2010, the Registered Pension Plan will be amended to remove the minimum termination benefit of two times the accumulated Member's Required Contributions in respect of such contributions made on and after July 1, 2010.
4. In the event that during the three year period from July 1, 2010 to June 30, 2013, any University solvency special payments cannot be met by a transfer of funds from the SRA pursuant to the provisions of the Aggregate Retirement Arrangement, the Parties agree to amend the Registered Pension Plan to apply the plan's early retirement reduction factors to the Income Tax Act maximum pension.
5. In connection with the application of any solvency relief provisions available through Ontario Regulation 239/09 made under the Pension Benefits Act, TUFA agrees to consent on behalf of its members to the extension of the solvency amortization period from five (5) years to ten (10) years.
6. The parties agree that two representatives of the Board and two representatives of TUFA will be appointed from the Pension Sub-committee to prepare amendments to the Registered Pension Plan, the SRA, and the Aggregate Retirement Arrangement, as necessary, to implement the above provisions. The Parties agree that such amendments will be executed as expeditiously as possible, but no later than November 27, 2009.
7. The parties further agree to form a Sub-committee of the Joint Committee expeditiously to explore options and gauge membership interest in establishing a

voluntary pooled savings instrument, funded through employee payroll deductions, which may be used to offset the effects of inflation on retirement benefits. Subject to the sub-committee's findings, it is the intention of the parties to establish such a pooled savings instrument effective July 1, 2010.

Signed on October 20, 2009 in Peterborough, Ontario.

APPENDIX K: LETTER OF UNDERSTANDING RE: COMPOSITION OF COAP

The parties agree that for the life of the current collective agreement, the composition of COAP will be as follows:

- Academic Administrator designated by the Provost (ex officio)/ or
University Librarian (ex officio)
- 6 faculty members (two from each division)
- 1 faculty member from either the School of Education and Professional Learning or
the Trent/Fleming School of Nursing
- 1 professional librarian member
- Administrative support from the Provost's office (secretary, consultant)

Unless otherwise indicated in the collective agreement, COAP shall be chaired by one of the Deans of Arts and Science.

The parties agree that for the term of this agreement COAP will, at its first meeting in the fall of each year, determine which of its members will serve as Recording Secretary for the year.

Dated this 19th day of December 2012

APPENDIX L: LETTER OF UNDERSTANDING RE: 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/University Librarian, with a copy to the Provost and Vice President Academic, 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/University Librarian, with a copy to Provost and Vice President Academic, as soon as possible and no later than three (3) months prior to the effective resignation date.

Dated this 23rd day of October 2009

APPENDIX M: MEMORANDUM OF AGREEMENT RE:
REGULARIZATION OF “MASTHEAD” AND “0.0” APPOINTMENTS TO
CROSS APPOINTMENTS

WHEREAS the Association and the University ("the parties") have negotiated a change to Article [III.19](#) *Procedures for Voluntary Transfer and Cross-appointment of Faculty* of the TUFA Collective Agreement that may impact TUFA members holding existing “Masthead” or Cross-Appointments allocated on a 1.0/0.0 basis;

THE PARTIES AGREE THAT:

Within 90 days of the signing of the renewal agreement, the Office of the Dean of Arts and Science shall invite all TUFA members holding such a 1.0/0.0 appointment to indicate their wish to retain that appointment; and

Where a wish to retain the appointment is indicated, the Office of the Dean of Arts and Science shall invite the receiving unit to confirm their agreement to the ongoing cross-appointment, as well as their understanding that 1.0/0.0 appointments are made under the full provisions of [III.19](#).

THE PARTIES FURTHER AGREE THAT:

Where a wish to retain the appointment is not indicated, or where such a wish is indicated but the 1.0/0.0 appointment is not confirmed by the receiving unit according to the terms of this Memorandum of Agreement, the Member shall be notified by the Office of the Dean or Arts and Science that the 0.0 portion of their appointment is no longer in effect.

Dated this 16th day of August, 2012.

APPENDIX N: LETTER OF UNDERSTANDING RE: STANDARD
ANNUAL REPORT FORM

The parties agree to form a joint working committee to develop a standardized Annual Report form, as per [IV.15.2.2.1](#). The committee shall be composed of three (3) members appointed by the employer and three (3) members appointed by the Association.

In the interim, the parties agree that the Annual Faculty Curriculum Vitae Update in use as of the signing of this Letter of Understanding, with the addition of space for an introductory paragraph summarizing the member's most significant accomplishments over the year, and renamed "Faculty Annual Report," shall serve as the Annual Report form described in [IV.15.2.2.1](#).

Dated on this 13th day of April 2013

APPENDIX O: LETTER OF UNDERSTANDING RE: FORMATIVE
PURPOSE OF THE ANNUAL PERFORMANCE REVIEW

The Parties have reached tentative agreement to:

- replace the annual submission of a Curriculum Vitae Update with the submission of an Annual Report;
- implement an annual review process;
- clarify the process by which students provide feedback on teaching effectiveness.

The parties affirm that:

- in the aggregate, Trent's academic staff are performing to a high standard;
- it is not the intent for these new processes to alter the performance standards against which a faculty or librarian member's work is assessed, but rather to provide an opportunity for a formative dialogue.
- past CV Updates suggest that at least ninety percent of those being assessed in any given year would achieve a "satisfactory" annual performance review and that, of those who do not, most will likely fall into the category of "generally satisfactory with some areas that require development."

This Letter of Agreement expires at the end of current Collective Agreement.

Dated this 13th day of April, 2013.

APPENDIX P: LETTER OF UNDERSTANDING RE: COMPUTER RENEWAL

The University commits to develop a plan, the implementation of which shall begin no later than July 1, 2015, to provide computers to Tenure Stream members and Librarians holding probationary or permanent appointments, over a 4-year cycle. Members shall be provided a new standard Trent imaged desktop computer including a standard suite of office productivity and presentation software. Should a member wish to upgrade the standard issue desktop to an upgraded desktop, laptop, or Macintosh computer, the member will be able to do so by allocating any additional costs to their Professional Expenses Fund, or to a research account at the University provided the account does not restrict the University from maintaining ownership of the computer. This computer shall be maintained and provided network and printer access without charge to the member or the member's department/program.

The logistics of this deployment, ownership, and network access implications will be developed by the Department of Information Technology and will be brought to Joint Committee for information.

Dated this 12th day of June, 2014.

APPENDIX Q LETTER OF UNDERSTANDING
PRIVACY AS IT RELATES TO CUSTODY AND CONTROL

The parties agree to establish a committee with two employer and two association representatives within 30 days of the ratification of this agreement to develop recommendations on privacy as it relates to custody and control of material. These recommendations will be forwarded no later than 6 months following the establishment of the committee to the Vice President, Finance and Administration, and to Joint Committee.

Dated this 12th day of June, 2014.

APPENDIX R: LETTER OF UNDERSTANDING
SUSPENSION OF MERIT

The parties agree that from the date of signing and for the duration of this Collective Agreement, merit awards as indicated in Article III.12 shall be suspended.

A sub-committee consisting of 3 representatives of the Association, and 3 representatives of the Board, will be formed within 60 days of the ratification of this agreement to review the existing merit system and determine whether it can be modified to improve alignment with the Academic Plan. The sub-committee shall report to the Provost prior to the expiry of the current agreement.

Dated this 12th day of June, 2014.

APPENDIX S: LETTER OF UNDERSTANDING GRADUATE DIRECTORS

The Provost or designate, will engage in a consultative review of the structure of graduate programs. Following the completion of this review, and no later than June 30, 2015, the parties will meet to discuss implementation of the findings at Joint Committee. These discussions shall include consideration of compensation for those overseeing graduate programming.

As per current practice, graduate directors of programs shall receive no less than 0.5, and no greater than 1.0 course reduction during each academic year. The course reduction a particular director receives will be determined by the Provost or designate in consultation with the appropriate Dean and will be based on the anticipated administrative workload. A signed copy of the letter of appointment of each Graduate Director detailing all forms of compensation, including course reductions, shall be provided to the Association.

Dated this 12th day of June, 2014.

APPENDIX T: FOURTH PENSION FRAMEWORK FOR TUFA COLLECTIVE AGREEMENT, 2013-2015

Whereas, by virtue of the MoS of May 22, 2013, the provisions of the Third Framework Agreement (Appendix L of the 2009-12 agreement and Appendix J of the 2012-13 agreement) were extended to June 30, 2014, with the effect of maintaining the temporary contribution rate of 9% for TUFA members, thereafter,

1. Effective July 1, 2014, Members' Required Contributions to the Registered Pension Plan shall be 9.0% of the member's Nominal Earnings (or the Normal Earnings for a member employed on less than a full- time basis);
2. Effective July 2, 2014, the number of consecutive years used in determining Final Average Earnings shall be increased from 3 to 5 years. In no event shall the Final Average Earnings of any retiring member be less than the Final Average Earnings as of June 30, 2014;
3. For the period from July 1, 2014 to June 30, 2015, the minimum funding requirements specified for the SRA including maintenance of SRA assets will be suspended. For clarity, member entitlements under the SRA are not affected in any way;
4. The University and TUFA will continue to explore a merger of the TUFA Pension Plan with the CAAT Plan, and in the event that the Board of Governors and the TUFA membership support such a merger, the parties will amend the existing TUFA collective agreement for the purpose of concluding negotiations of a plan merger, recognizing that such a merger would be subject to ratification by the Board of Governors and the TUFA membership; and
5. In the event that the University and TUFA do not reach agreement on a merger with the CAAT Plan by April 15, 2015 and absent mutual agreement to extend this date, the parties will meet to negotiate amendments to the Plan, specifically the parties will negotiate the following Employer proposals:
 - (a) Suspend funding under the Aggregate Retirement Arrangement beyond statutory funding of the Registered Pension Plan along with suspension of the requirement to maintain assets in the SRA fund equal to 5 years of SRA pension payments. For clarity, proposal 5.a. does not contemplate altering member entitlements under the SRA;
 - (b) For Pensionable Service earned on or after July 1, 2015, a decrease in the benefit accrual rate under Section 6.01 of the RPP and Section 5.01 of the SRA from 2.0% to 1.8% of Final Average Earnings;

- (c) An amendment to the Registered Pension Plan effective July 1, 2016 to apply the plan's early retirement reduction factors to the Income Tax Act maximum pension, unless solvency special payments are eliminated or deferred through additional solvency funding relief beyond the Stage 2 relief for which the Registered Pension Plan has qualified; and
- (d) The application, effective July 1, 2015 of a cap of \$4000.00 per year of service on the indexation of the Income Tax Act maximum pension under the RPP and on the Aggregate Benefits under the RPP and SRA.

Any negotiated changes shall be subject to the normal ratification process of the parties.

- 6. If the parties fail to reach agreement within 30 days of April 15, 2015 or such other date as mutually agreed, for the period from July 1, 2015 to June 30, 2016, the minimum funding requirements specified for the SRA including maintenance of SRA assets will be suspended. For clarity, member entitlements under the SRA are not affected in any way.

Signed on June 12, 2014 in Peterborough, Ontario.

THIS COLLECTIVE AGREEMENT

SIGNED AT PETERBOROUGH, ONTARIO

THIS 25th DAY OF June, 2014

For the Board:

Leo Groarke

Stephanie Williams

Garth Brownscombe

Holger Hintelmann

Joseph Muldoon

Robert Clarke

Dana Den Boer

For the Association:

Jocelyn Williams

Susan Wurtele

Marco Pollanen

Bruce Cater

Marcus Harvey