



## THE COLLECTIVE AGREEMENT

between

THE BOARD OF GOVERNORS  
ON BEHALF OF TRENT UNIVERSITY

and

THE TRENT UNIVERSITY FACULTY ASSOCIATION

---

July 1, 2016 to June 30, 2019

---

## Table of Contents

<b>ARTICLE I: GENERAL PROVISIONS .....</b>	<b>11</b>
<b>I.1 Definitions .....</b>	<b>11</b>
<b>I.2 Purposes .....</b>	<b>13</b>
I.2.1 Ideals and Goals.....	13
I.2.2 Purpose of the Agreement.....	13
I.2.3 Academic Freedom .....	13
I.2.4 Discrimination and Harassment .....	14
I.2.5 Conflict of Interest .....	16
I.2.6 Faculty-Student Relationships .....	16
I.2.7 Employment Equity .....	16
<b>I.3 Policies and Practices .....</b>	<b>17</b>
I.3.1 Existing Practice .....	17
I.3.2 Management Rights.....	18
I.3.3 University Policies Affecting Terms and Conditions of Employment.....	18
<b>I.4 Recognition of the Association .....</b>	<b>19</b>
<b>I.5 Waiver or Breach of Provisions.....</b>	<b>19</b>
<b>I.6 Amendments and University Expansion .....</b>	<b>19</b>
I.6.1 Amendments to the Trent University Act .....	19
I.6.2 Expansion of the University .....	20
<b>I.7 Association Rights .....</b>	<b>20</b>
I.7.1 Membership in the Association.....	20
I.7.2 Dues Check-Off.....	20
I.7.3 Withdrawal from the Association.....	20
I.7.4 Membership Information .....	21
I.7.5 Income Tax Deductibility.....	21
I.7.6 Provision of Facilities.....	21
I.7.7 Association Activities and Career Development .....	21
I.7.8 Release Time for Officers .....	21
<b>I.8 Confidentiality .....</b>	<b>22</b>
<b>ARTICLE II: ADMINISTRATION OF THE AGREEMENT .....</b>	<b>23</b>
<b>II.1 Duration of the Agreement.....</b>	<b>23</b>
<b>II.2 Strikes and Lockouts.....</b>	<b>23</b>
II.2.1 Essential Access .....	23
<b>II.3 Copies of the Agreement .....</b>	<b>23</b>
<b>II.4 Correspondence .....</b>	<b>23</b>

<b>II.5 Provision of Information .....</b>	<b>24</b>
<b>II.6 Joint Committee on the Administration of the Agreement .....</b>	<b>25</b>
<b>ARTICLE III: ACADEMIC STAFF AND PROFESSIONAL LIBRARIAN APPOINTMENTS ....</b>	<b>27</b>
<b>III.1 General .....</b>	<b>27</b>
III.1.1 Formalities of Appointments.....	27
III.1.2 Authorization of Appointments.....	27
<b>III.2 Types of Appointment.....</b>	<b>27</b>
III.2.1 General – Faculty .....	27
III.2.2 General – Librarians.....	28
III.2.3 Limited Term Appointments.....	28
III.2.4 Appointment Definitions.....	28
<b>III.3 Ranks .....</b>	<b>29</b>
III.3.1 Faculty Ranks.....	29
III.3.2 Librarian Ranks.....	30
<b>III.4 Part-Time Members.....</b>	<b>30</b>
III.4.1 Position of Part time Members .....	30
III.4.2 Revision from Full time to Part time Status.....	31
III.4.3 Revision from Full-time Status Prior to Retirement .....	32
<b>III.5 Externally-Funded Appointments.....</b>	<b>33</b>
III.5.1 Externally-Funded, Non-Competitive Academic Appointments .....	33
III.5.2 Externally-Funded, Competitive Academic Appointments.....	33
<b>III.6 Letters of Appointment .....</b>	<b>34</b>
<b>III.7 Academic Administrators and University Librarian.....</b>	<b>35</b>
III.7.1 Academic Administrators .....	35
III.7.1.3 Academic Component of Academic/Administrative Appointments.....	35
III.7.2 University Librarian.....	36
III.7.3 Re-entry into the TUFA Bargaining Unit.....	36
<b>III.8 Hiring .....</b>	<b>37</b>
III.8.1 Criteria for Appointment .....	37
III.8.2 Advertisement.....	37
III.8.3 Recruitment Procedures .....	37
<b>III.9 Voluntary Transfers and Cross-Appointments .....</b>	<b>38</b>
<b>ARTICLE IV: ACADEMIC CAREER .....</b>	<b>40</b>
<b>IV.1 Faculty Members Holding Probationary Appointments.....</b>	<b>40</b>
IV.1.1 Eligibility to be Considered for Probationary Reappointment .....	40
IV.1.2 Eligibility to be Considered for Tenure or Permanence .....	40
<b>IV.2 Librarian Members Holding Probationary Appointments .....</b>	<b>40</b>

IV.2.1 Eligibility to be Considered for Probationary Reappointment .....	40
IV.2.2 Eligibility to be Considered for Permanency .....	40
IV.2.3 Early Consideration for Permanency.....	41
<b>IV.3 Eligibility to be Considered for Reappointment for Members with Previous Limited Term Service .....</b>	<b>41</b>
<b>IV.4 Extension of Probationary Period.....</b>	<b>42</b>
<b>IV.5 Annual Meeting with the Dean for Members on Probationary Appointments.</b>	<b>42</b>
<b>IV.6 Eligibility to be Considered for Promotion.....</b>	<b>42</b>
<b>IV.7 Facilities .....</b>	<b>43</b>
<b>IV.8 Teaching Support Fund .....</b>	<b>43</b>
<b>IV.9 Voluntary Retraining .....</b>	<b>44</b>
<b>IV.10 Technological Changes Affecting Librarian Members.....</b>	<b>44</b>
<b>IV.11 Absence and Vacation – Faculty.....</b>	<b>45</b>
<b>IV.12 Absence and Vacation – Librarians .....</b>	<b>45</b>
<b>IV.13 Geographical Limitations for Librarian Members.....</b>	<b>46</b>
<b>IV.14 Travel Between Work Locations .....</b>	<b>46</b>
<b>IV.15 Professional Expenses .....</b>	<b>46</b>
<b>IV.16 Outside Professional Activities.....</b>	<b>47</b>
<b>IV.17 Personnel Files .....</b>	<b>47</b>
<b>ARTICLE V: LEAVES AND SABBATICALS.....</b>	<b>51</b>
<b>V.1 Definitions.....</b>	<b>51</b>
<b>V.2 Sabbatical Leaves .....</b>	<b>51</b>
V.2.1 Duration.....	51
V.2.2 Accumulation of EYS.....	51
V.2.3 Eligibility .....	52
V.2.4 Entitlement.....	53
V.2.5 Scheduling .....	53
V.2.5.1 Departmental/Library Plans.....	53
V.2.5.2 Application for Sabbatical Leave .....	53
V.2.5.3 Decanal Review and Recommendation .....	54
V.2.5.4 Replacements .....	54
V.2.5.5 Special Authorization .....	54
V.2.6 Discretionary Replacements.....	55

V.2.7 Salary and Benefits .....	55
V.2.8 Sabbatical Leave Support .....	56
V.2.9 Report on Leave .....	56
V.2.10 Alternative Remunerated Employment.....	56
<b>V.3 Professional Development Leaves .....</b>	<b>56</b>
<b>V.4 Research Leaves .....</b>	<b>56</b>
<b>V.5 Unpaid Leaves .....</b>	<b>58</b>
V.5.1 Procedures .....	58
V.5.2 Terms of Unpaid Leaves.....	59
V.5.3 Replacements for Unpaid Leaves .....	59
V.5.4 Benefits and Entitlements.....	59
<b>V.6 Political Leaves.....</b>	<b>60</b>
<b>V.7 Eligibility for Pregnancy, Maternity and Parental Leave Sub-Plan(s) .....</b>	<b>61</b>
V.7.1 Maternity Leave Sub-Plan.....	61
V.7.2 Pregnancy Leave .....	62
V.7.3 Parental/Adoption Leave and Sub Plan.....	62
<b>V.8 Sick Leave.....</b>	<b>63</b>
<b>V.9 Court Leave.....</b>	<b>63</b>
<b>V.10 Reconsideration of Leave Denial .....</b>	<b>64</b>
<b>V.11 Leave and Sabbatical Requests of Cross-Appointed Faculty .....</b>	<b>64</b>
V.12 Leaves for Probationary Appointees .....	64
V.13 Limited Term Appointees.....	64
<b>ARTICLE VI: DEPARTMENTAL OPERATIONS .....</b>	<b>65</b>
<b>VI.1 Department Committee .....</b>	<b>65</b>
<b>VI.2 Department Personnel Committee.....</b>	<b>65</b>
<b>VI.3 Department Tenure Committee .....</b>	<b>66</b>
<b>VI.4 Collegial Governance and Peer Review in the Schools of Education and Nursing.....</b>	<b>66</b>
<b>VI.5 Librarians' Committee.....</b>	<b>66</b>
<b>VI.6 Library Personnel Committee .....</b>	<b>67</b>
<b>VI.7 Library Permanency Committee .....</b>	<b>67</b>
<b>VI.8 Quorum and Voting Rules for Personnel &amp; Tenure Committees .....</b>	<b>68</b>

VI.9 Confidentiality on Personnel and Tenure Committees .....	68
VI.10 Role of Department Chairs/Directors.....	68
VI.11 Appointment of Chairs/Directors .....	70
VI.12 Associate Chair/ Director.....	71
VI.13 Roles and Responsibilities of Graduate Directors .....	71
<b>ARTICLE VII: REAPPOINTMENT, TENURE, PERMANENCY, PROMOTION, MERIT .....</b>	<b>73</b>
VII.1 Decision Process .....	73
VII.2 Effective Date of Reappointment, Tenure or Promotion .....	73
VII.3 Criteria for Probationary Reappointment, Tenure and Promotion .....	74
VII.4 Deadline For Submission .....	76
VII.4.1 Deadline for Submission of Files.....	76
VII.4.2 Deadline for Department Committee's Recommendation.....	76
VII.5 Files .....	77
VII.6 Input from Colleagues and Students .....	79
VII.6.1 Input from Students .....	79
VII.6.2 Input from Members Outside the Candidate's Home Department.....	79
VII.6.3 Input from Members in the Candidate's Home Department.....	79
VII.7 Input from External Assessors.....	80
VII.8 Recommendation of the Committee to the Provost .....	80
VII.9 Recommendation of COAP to the Provost.....	83
VII.10 Reappointment, Tenure and Promotion Decisions .....	85
VII.11 Evaluation of Teaching Performance .....	86
VII.12 Teaching Dossier.....	87
VII.13 Student Course Evaluations.....	88
VII.14 Merit.....	89
<b>ARTICLE VIII: DUTIES AND RESPONSIBILITIES .....</b>	<b>91</b>
VIII.1 Duties and Responsibilities.....	91
VIII.2 Religious Observances.....	92
VIII.3 Allocation of Teaching and Departmental Duties – Faculty .....	92

<b>VIII.4 Departmental Criteria for the Allocation of Teaching Duties.....</b>	<b>94</b>
<b>VIII.5 Courses Outside the Regular Academic Session .....</b>	<b>95</b>
<b>VIII.6 University Service – Faculty and Librarians .....</b>	<b>96</b>
<b>VIII.7 Allocation of Duties – Librarians.....</b>	<b>96</b>
<b>VIII.8 Annual Reports – Faculty .....</b>	<b>97</b>
VIII.8.1 Submission Guidelines .....	97
VIII.8.2 The Annual Report.....	97
<b>VIII.9 Annual Performance Review – Faculty.....</b>	<b>98</b>
VIII.9.10 Meeting to Discuss Annual Performance Review .....	100
<b>VIII.10 Annual Reports – Librarians.....</b>	<b>101</b>
VIII.10.1 Submission Guidelines.....	101
VIII.10.2 The Annual Report.....	101
<b>VIII.11 Annual Performance Review – Librarians.....</b>	<b>102</b>
VIII.11.10 Meeting to Discuss Annual Performance Review .....	103
<b>ARTICLE IX: INTELLECTUAL PROPERTY AND COPYRIGHT.....</b>	<b>105</b>
<b>IX.1 Definitions.....</b>	<b>105</b>
<b>IX.2 Intellectual Property and Copyright Committee .....</b>	<b>106</b>
<b>IX.3 Subcontracting by Employer.....</b>	<b>106</b>
<b>IX.4 Previous Arrangements .....</b>	<b>107</b>
<b>IX.5 Protection of Intellectual Property not Subject to Copyright .....</b>	<b>107</b>
<b>IX.6 Copyrights .....</b>	<b>109</b>
IX.6.1 Copyright.....	109
IX.6.2 Copyright in Instructional Materials .....	109
IX.6.3 Theses.....	110
IX.6.4 Copyright in Distance Education Courses .....	110
IX.6.5 Remunerated Use of Distance Education Materials .....	110
IX.6.6 Continued Ownership of Distance Education Materials .....	110
IX.6.7 Copyright and Improvements in Computer Programs.....	111
IX.6.7.1 Ownership.....	111
IX.6.7.2 Academic Credit .....	111
IX.6.7.3 Commercialization .....	111
IX.6.7.4 Multiple Copyright Holders .....	112
<b>IX.7 Passing of Rights .....</b>	<b>113</b>
<b>IX.8 Complaints.....</b>	<b>113</b>

<b>ARTICLE X: IMPLEMENTATION OF DISTANCE EDUCATION COURSES .....</b>	<b>114</b>
<b>ARTICLE XI: HEALTH AND SAFETY .....</b>	<b>115</b>
<b>XI.1 Mutual Concern .....</b>	<b>115</b>
<b>XI.2 Responsibilities of the University .....</b>	<b>115</b>
<b>XI.3 Responsibilities of Members .....</b>	<b>116</b>
<b>XI.4 Multi-Workplace Joint Health and Safety Committee .....</b>	<b>117</b>
<b>ARTICLE XII: DISCIPLINE AND SCHOLARLY MISCONDUCT .....</b>	<b>118</b>
<b>XII.1 General .....</b>	<b>118</b>
<b>XII.2 Non-disciplinary Situations .....</b>	<b>118</b>
<b>XII.3 Discipline Separate from Academic Performance Assessment.....</b>	<b>118</b>
<b>XII.4 Types of Disciplinary Action .....</b>	<b>119</b>
XII.4.1 Written Warning.....	119
XII.4.2 Written Reprimand .....	119
XII.4.3 Suspension (with or without pay) .....	119
XII.4.4 Dismissal for Cause.....	119
XII.4.5 Denial of Career Development Increment .....	120
<b>XII.5 Discipline Process.....</b>	<b>120</b>
<b>XII.6 Denial of Career Development Increment (CDI).....</b>	<b>121</b>
XII.6.1 Alternative Duties Arrangements .....	122
XII.6.2 Resumption of CDI(s) .....	123
XII.6.3 Restoration of CDI(s) .....	123
<b>XII.7 Scholarly Misconduct .....</b>	<b>124</b>
<b>ARTICLE XIII: GRIEVANCE AND ARBITRATION PROCEDURE, AND DISMISSAL FOR CAUSE.....</b>	<b>126</b>
<b>XIII.1 General .....</b>	<b>126</b>
XIII.1.1 Definitions .....	126
XIII.1.2 Carriage of Grievances.....	126
XIII.1.3 Types of Grievance .....	126
<b>XIII.2 Timely Resolution.....</b>	<b>126</b>
<b>XIII.3 Grievance and Arbitration Procedure.....</b>	<b>127</b>
XIII.3.1 Step 1: Grievance.....	127
XIII.3.3 Step 2: Arbitration.....	127
<b>XIII.4 Dismissal for Cause .....</b>	<b>128</b>



<b>ARTICLE XIV: CLOSURE AND RESTRUCTURING OF A DEPARTMENT .....</b>	<b>133</b>
<b>XIV.1 Definitions .....</b>	<b>133</b>
<b>XIV.2 Multi-Year Planning .....</b>	<b>133</b>
<b>XIV.3 Procedures for Closure or Restructuring .....</b>	<b>133</b>
<b>XIV.4 Status of Members .....</b>	<b>133</b>
<b>ARTICLE XV: FINANCIAL EXIGENCY .....</b>	<b>134</b>
<b>ARTICLE XVI: SALARIES AND BENEFITS.....</b>	<b>140</b>
<b>XVI.1 Salary Scales .....</b>	<b>140</b>
<b>XVI.2 Compensation for Chairs and Directors of Departments .....</b>	<b>140</b>
<b>XVI.4 Stipend for Overload Teaching .....</b>	<b>141</b>
<b>XVI.5 Benefits .....</b>	<b>141</b>
<b>XVI.6 Tuition Waivers.....</b>	<b>144</b>
<b>XVI.7 Retirees.....</b>	<b>144</b>
<b>XVI.8 Flexible Benefits Plan .....</b>	<b>144</b>
 <b>SCHEDULE A: Salary Scales .....</b>	 <b>146</b>
<b>SCHEDULE AA: Salary Parity .....</b>	<b>147</b>
 <b>APPENDIX A: The Classification, Promotion Requirements And Salary Scales Of Librarians .....</b>	 <b>152</b>
<b>APPENDIX B: Policy On Research And Scholarly Misconduct .....</b>	<b>153</b>
<b>APPENDIX C: Discrimination And Harassment Policy .....</b>	<b>160</b>
<b>Part I. Discrimination &amp; Harassment Policy .....</b>	<b>160</b>
<b>Part II. Resolution Procedures .....</b>	<b>165</b>
<b>APPENDIX D: MEMORANDUM OF UNDERSTANDING RE: Progress Through The Ranks.....</b>	<b>177</b>
<b>APPENDIX E: LETTER OF UNDERSTANDING RE: Off-Campus And Spring And Summer Session Teaching.....</b>	<b>178</b>

<b>APPENDIX F: Second Framework Agreement RE: Retirement Benefit Issues ....</b>	<b>179</b>
<b>APPENDIX G: MEMORANDUM OF AGREEMENT RE: Notification Of Retirement</b>	<b>189</b>
<b>APPENDIX H: Third Pension Framework For TUFA Collective Agreement, 2009-2012 .....</b>	<b>190</b>
<b>APPENDIX I: LETTER OF UNDERSTANDING RE: Composition Of COAP .....</b>	<b>191</b>
<b>APPENDIX J: LETTER OF UNDERSTANDING RE: Computer Renewal.....</b>	<b>192</b>
<b>APPENDIX K: MEMORANDUM OF AGREEMENT Graduate Teaching And Supervision .....</b>	<b>193</b>
<b>APPENDIX L: Fourth Pension Framework For TUFA Collective Agreement, 2013-2016 .....</b>	<b>194</b>
<b>APPENDIX M: Conversion Of LTAs And Appointment Of Senior Lecturers .....</b>	<b>196</b>
<b>APPENDIX N: LETTER OF UNDERSTANDING RE: Clarification Regarding the Creation of Schools and Departments .....</b>	<b>198</b>
<b>APPENDIX O: Equity Review .....</b>	<b>199</b>
<b>APPENDIX P: MEMORANDUM OF AGREEMENT Re: Survivor Income Benefit ...</b>	<b>200</b>
<b>APPENDIX Q: LETTER OF UNDERSTANDING Re: Custody and Control of Records and Data .....</b>	<b>201</b>
<b>APPENDIX R: Fifth Pension Framework 2016-2019 .....</b>	<b>202</b>
<b>APPENDIX S: LETTER OF UNDERSTANDING RE: OLRB Certificate .....</b>	<b>205</b>
<b>APPENDIX T: Salary Placement for Faculty .....</b>	<b>206</b>
<b>APPENDIX U: Academic Advising.....</b>	<b>208</b>
<b>APPENDIX V: Trent Online Course Development Agreement .....</b>	<b>209</b>
<b>APPENDIX W: Externally-Funded Academic Appointments.....</b>	<b>210</b>

## ARTICLE 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," when used in reference to the Personnel Committee, Tenure Committee or a Departmental Committee developing written standards for tenure or promotion in these schools, shall be understood to mean "Collegial Chair" as per VI.4. Otherwise, the term "Chair" when used in reference to the School of Education and Professional Learning and the Trent/Fleming School of Nursing, 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 Anthropology, Biology, Chemistry,

Computing & Information Systems, Cultural Studies, Economics, English Literature, Forensics Science Program, Gender and Women's Studies, History, Indigenous Studies, International Development Studies, Mathematics, Modern Languages and Literatures, Philosophy, Physics & Astronomy, Political Studies, Psychology, Social Work, Sociology, and the following Schools: School of Education and Professional Learning, Trent/Fleming School of Nursing, School for the Study of Canada, School of Business, the Trent School of the Environment, and any additional departments as may be duly constituted by Senate and the Board.

**“Graduate Director”** means the academic head of a Graduate Program, appointed according to the procedures approved by the School of Graduate Studies

**“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.

**“Provost”** means the Provost and Vice President Academic as appointed by the Board.

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

**“Spring Session”** and **“Summer Session”** mean the terms that fall outside of the Regular Academic Session.

**"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” shall be deemed to apply **mutatis mutandi** to undergraduate departments, programs, and schools.

Note: Any reference to “Chair” or “Director” shall be deemed to apply **mutatis mutandi** to Chair or Director. Where reference is to a “Graduate Director” this

shall be specifically noted.

Note: Any reference to “Dean” shall be deemed to apply **mutatis mutandi** to the University Librarian in matters affecting librarian members.

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 VIII.1.1(i) and VIII.1.2(i) of this Agreement, provided that the allocation of such duties and responsibilities in

accordance with VIII.3 through VIII.7 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, gender identity, gender expression, 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.

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 C.

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

Nothing in this Article or in Appendix C 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 C 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 C 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 C 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 C 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 C 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 their physical health, safety or security, the member may, upon notification to the Provost, discontinue such contact with the subject of the application or the respondent pending the disposition of the matter under Appendix C 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, in consultation with the Dean/University Librarian may assign other duties as deemed necessary.
- I.2.4.5 When the Provost notifies a member that disciplinary sanctions are to be imposed on the member under section 9.10 of Appendix C, 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 C must be filed by the Association in accordance with the timelines laid out in Article XIII. Such a grievance may be referred directly to Step Two of the grievance process as outlined in XIII. 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 C shall be consistent with the substance and/or stage of said application or complaint. Such statements, including statements concerning disciplinary sanctions imposed under Appendix C, shall be made by the University only on a "need-to-know" basis. However, arbitration reports issued in consequence of actions under Appendix C constitute public documents.
- I.2.4.8 If the Provost decides under section 9.10 of Appendix C 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 C 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 C, 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 C. 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 C.

I.2.4.11 The Human Rights Advisor shall compile an annual report about applications for assistance and complaints under Appendix C. This report shall be as full as requirements of confidentiality under Appendix C 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, Finance and 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. Members shall be recused from collegial processes in which they are in a conflict of 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's Office shall then compile these statistical reports, with copies to the Association. Departments may also choose to consolidate this reporting process, by submitting one (1) annual statistical report to the Provost'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 XIII.
- (c) Any discipline arising from the policies and their implementation will follow the procedures and, if necessary, the disciplinary actions described in XII.1.
- I.3.3.2 Where the Employer is required by law or government agency to introduce or amend policies referenced in 1.3.3.1, 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 Two of the Grievance Process as outlined in Article XIII, 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 B and C) 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 Two of the grievance process as outlined in Article XIII.

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 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 I.7.3.

### **I.7.2 Dues Check-Off**

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

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

### **I.7.3 Withdrawal from the Association**

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

I.7.3.2 Newly-appointed members of the bargaining unit and others entering or re-entering the bargaining unit from excluded academic administrative positions who affirmatively assert conscientious objection to membership in the Association shall so declare in writing to the Association within thirty (30) days of their appointment or return to the bargaining unit, in the manner and with the restrictions provided in Article I.7.3.1.

I.7.3.3 In the case of a member who has withdrawn from the Association under the terms of I.7.3, the Board shall within fifteen (15) days remit such amounts to the

Trent University Faculty Association Bursary Fund. If, in a declaration of conscientious objection, a member has stipulated that their 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 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 VIII.1.1 (iii) or VIII.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 VIII.1.1 and/or VIII.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. The Provost shall not unreasonably withhold such agreement. Such course releases, with the agreement of the Provost, and such purchased release time, may, at the option of the officer, be deferred, or may be used in partial fulfilment of normal teaching responsibilities.

## **I.8 Confidentiality**

Notwithstanding the confidential nature of assignments and processes that a member may undertake as part of their employment, TUFA members may seek information from, or consult with, the Dean, the Provost, or a TUFA officer about matters relating to their employment or the collective agreement without being in violation of confidentiality provisions.

## **ARTICLE 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, 2019.

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**

**II.5.1** 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 1<sup>st</sup> 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 1<sup>st</sup> 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.5.2** 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.5.3** 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.

- II.5.4 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.5.5 By November 1<sup>st</sup> 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.6.3 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.6.4 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.6.5 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, 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.6.5.1 Prior to special meetings of Joint Committee described in II.6.5, the University shall provide the Association with relevant information necessary to facilitate informed discussion.

## ARTICLE III: ACADEMIC STAFF AND PROFESSIONAL LIBRARIAN APPOINTMENTS

### III.1 General

#### III.1.1 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 Dean. The Dean's recommendation to the Provost 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 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 Authorization of Appointments

III.1.2.1 All new or replacement faculty positions require authorization by the President or designate. Such authorization shall follow consultation with the Provost and Dean who shall consult the department or program.

III.1.2.2 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.2 Types of Appointment

#### III.2.1 General – Faculty

III.2.1.1 A **tenured** appointment is an appointment which may be terminated only through resignation, retirement, dismissal for cause, or the procedures set out in Article XV.

III.2.1.2 A **Senior Lecturer with Permanency** is a teaching intensive appointment which may be terminated only through resignation, retirement, or dismissal for cause or the procedures set out in Article XV, or redeployed under the provisions of Article XIV.

III.2.1.3 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 tenure or reappointment and permanence in accordance with the provisions of this Agreement.

III.2.1.4 A **probationary reappointment** is one which is for a two-year period with effect from the end of the initial probationary appointment.

- III.2.1.5 A **limited term** appointment is an appointment which is, other than in exceptional cases, no less than twelve (12) months and no more than sixty (60) months in duration.
- III.2.2 General – Librarians**
- III.2.2.1 A **permanent** appointment is an appointment which may be terminated only through resignation, retirement or dismissal for cause.
- III.2.2.2 A **probationary** appointment is an appointment which is 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.2.2.3 A **probationary reappointment** is one which is for a two-year period with effect from the end of the initial probationary appointment.
- III.2.2.4 A **limited term** appointment is an appointment which is, other than in exceptional cases, no less than twelve (12) months and no more than sixty (60) months in duration.
- III.2.3 Limited Term Appointments**
- III.2.3.1 No limited term appointment shall carry any presumption of an additional appointment.
- III.2.3.2 Duties and responsibilities expected of all limited term appointees shall be as set out in VIII.1.1 and VIII.1.2 except that limited term appointees shall not be assigned a teaching load more than 150% of their department's normal teaching load annually. Where a limited term appointee is assigned a teaching load above the department norm, research and service expectations shall be adjusted accordingly. LTAs may be expected to teach a portion of their course load in the spring/summer session.
- III.2.3.3 The allocation of teaching and departmental duties shall be done following VIII.3 through VIII.6.
- III.2.3.4 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.2.4 Appointment Definitions**
- III.2.4.1 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 or the library.
- III.2.4.2 A **part-time** appointment is one in which the member's regular duties and responsibilities require some specified proportion of full-time employment.

- III.2.4.3 A **reduced-time** appointment is one held by a tenured/permanent member, in accordance with the terms of III.4.2.
- III.2.4.4 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 Ranks**

#### **III.3.1 Faculty Ranks**

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

Professor;

Associate Professor;

Assistant Professor;

Lecturer;

Senior Lecturer;

Senior Lecturer with Distinction.

These ranks may be qualified by the following categories:

Tenured;

Permanent;

Probationary;

Limited term;  
Full-time;  
Part-time;  
Reduced-time;  
Visiting

### **III.3.2 Librarian Ranks**

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

Librarian I  
Librarian II  
Librarian III  
Librarian IV

These ranks may be qualified by the following categories:

Permanent;  
Probationary;  
Limited term;  
Full-time;  
Part-time;  
Reduced-time;  
Visiting

## **III.4 Part-Time Members**

### **III.4.1 Position of Part time Members**

III.4.1.1 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.4.1.2 Subject to Article III.4.2.8 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 V.2.2.7;
- vi) Any other leaves pro-rated;
- vii) Legislated benefits - pro-rated.

III.4.1.3 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.4.1.4 Criteria and procedures (except as provided in III.4.1.5 below) for tenure/permanence and promotion shall be the same for part-time members as for full-time members.

III.4.1.5 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.4.2 Revision from Full time to Part time Status**

III.4.2.1 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 Provost. Application for such reduction must be made by January 1 of the preceding academic year.

III.4.2.2 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.4.2.3 Each application for reduced-time employment shall be in writing with a copy to the Association.
- III.4.2.4 Reduced-time appointments remain subject to VIII.1.1 and VIII.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. If the application (III.4.2.1) for a reduced-time position is approved, the letter from the Dean 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.6.1 (h).
- III.4.2.5 No reduced-time appointment shall take effect until and unless the appointee accepts it and all its terms and conditions in writing.
- III.4.2.6 A copy of each letter of appointment and each letter of acceptance of a reduced-time position shall be sent to the Association.
- III.4.2.7 A member with a reduced-time appointment shall receive EYS credits and sabbatical salary in accordance with V.2.2.7.
- III.4.2.8 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.4.1.2.
- III.4.3 Revision from Full-time Status Prior to Retirement**
- Members who intend to retire within 36 months, may apply in writing to the Dean, on a wholly voluntary basis, to revise their category of employment from full-time to reduced-time. For the period leading to their retirement, their proportion of full-time work shall be reduced to an amount equivalent to an average of not less than one-half over the remaining period of employment, with the specifics to be worked out among the member, their department and the Dean. Such revision requires the consent of the Department, the Dean or the University Librarian, and of the Provost, and if accepted, the notification of retirement is revocable only with the permission of the Department, the Dean or the University Librarian, and of the Provost. All other provisions of this agreement apply to members holding



such reduced appointments.

### **III.5 Externally-Funded Appointments**

#### **III.5.1 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.8.2 and III.8.3 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 IV.1.2.
- (e) The appointee shall be placed at a salary step determined by the Provost 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 VIII.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.5.2 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.8.2.1 and III.8.2.2 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 IV.1.2.

- (d) The appointee shall be placed at a salary step determined by the Provost 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 VIII.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.6 Letters of Appointment**

III.6.1 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 library affiliation;
- (c) Campus affiliation (e.g. Peterborough, Durham)
- (d) Category of appointment;
- (e) Date of commencement of appointment;
- (f) Salary;
- (g) Term of the appointment in the case of a probationary appointment or limited term appointment;
- (h) A general statement of the regular duties and responsibilities pertaining to the position to which appointment is made;
- (i) 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;
- (j) In the case of probationary appointments, a copy of the written specific standards for the application of the tenure criteria or permanency criteria (VII.3) and,
- (k) A copy of this Agreement.

- III.6.2 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.6.3 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.

### **III.7 Academic Administrators and University Librarian**

#### **III.7.1 Academic Administrators**

- III.7.1.1 Academic administrators are persons who, in addition to their administrative office, hold probationary or tenured or permanent appointments in departments, or within the Library, but who are excluded by definition from the bargaining unit because of their administrative office.
- III.7.1.2 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 within the Library. During their term of administrative or Board service, they shall be deemed eligible for consideration by Departmental or Library Personnel Committees, COAP, the Dean and Provost for career development decisions, including merit awards, on the basis of their academic or, in the case of librarians, professional achievements over that period. Where an academic administrator or faculty or librarian member on the Board of Governors is awarded a merit award, such shall be in addition to the number provided for in VII.14.
- III.7.1.3 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, the proposed academic appointment need not be advertised or be subject to the normal departmental recruitment procedures. For all such appointments, the home department 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.7.2 University Librarian**

- III.7.2.1 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.
- III.7.2.2 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.
- III.7.2.3 All candidates invited by the Search Committee for interview shall also meet librarian members.
- III.7.2.4 The Search Committee shall consult with librarian members prior to making its recommendations to the President.
- III.7.2.5 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.

### **III.7.3 Re-entry into the TUFA Bargaining Unit**

- III.7.3.1 Academic administrators and the University Librarian, as defined above, and TUFA members on the Board of Governors, shall retain the right to enter or re-enter on a full-time basis their departments, 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 of which they 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 which initially accepted their qualifications (see III.7.1.3). Alternatively, in either case, the individual could return to a different department in accordance with the provisions of III.9.

- III.7.3.2 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 VIII.1.1 and VIII.1.2.

## **III.8 Hiring**

### **III.8.1 Criteria for Appointment**

- III.8.1.1 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.8.1.2 The Dean shall ensure, through the Chair of each department, 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.8.2 Advertisement**

- III.8.2.1 Following authorization of new or replacement faculty or librarian 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. 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.8.2.2 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.8.3 Recruitment Procedures**

- III.8.3.1 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.8.3.2 Where a Department is authorized to fill a limited term position the Department Personnel Committee shall first consider the suitability for the position of any limited term appointee(s) currently holding an appointment in the Department.

The Department Personnel Committee shall make a recommendation to the Dean concerning the suitability of any such incumbent members for the authorized position. If a positive recommendation is made, the Dean shall either extend the incumbent member's contract to fill the position or direct the Department to begin an open search in which all incumbents are eligible to apply.

### **III.9 Voluntary Transfers and Cross-Appointments**

- III.9.1 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, in the case of transfers involving more than one academic division) by January 15<sup>th</sup> of the previous academic year.
- III.9.2 The agreement of the Dean (or where applicable the Provost), the home unit (approved by the Department Committee) and the receiving unit (approved by the Department 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) 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.9.3 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.9.4 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.9.5 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.9.6 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) would be arbiter and have the final decision.
- III.9.7 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 their home unit.

- III.9.8 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.
- III.9.9 Departments may, at their own discretion and subject to their own processes, create non-voting Associate member positions.

## **ARTICLE IV: ACADEMIC CAREER**

### **IV.1 Faculty Members Holding Probationary Appointments**

#### **IV.1.1 Eligibility to be Considered for Probationary Reappointment**

Unless covered by IV.1.2.3 or IV.3.2, a member holding an initial probationary appointment at the rank of Lecturer, Assistant Professor or Senior Lecturer shall be considered for a probationary reappointment during the third (3<sup>rd</sup>) year of the initial probationary appointment.

#### **IV.1.2 Eligibility to be Considered for Tenure or Permanence**

IV.1.2.1 Probationary appointments made at the Lecturer, Assistant Professor or Senior 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. Unless covered by IV.1.2.3 or IV.3.2, consideration for tenure or permanency, as applicable, occurs in the fifth (5<sup>th</sup>) year of probationary service.

IV.1.2.2 Probationary appointments made at the Associate Professor and Professor ranks shall involve a maximum probationary term of four (4) years. Unless covered by IV.1.2.3, tenure decisions shall be made in the third (3<sup>rd</sup>) year of the appointment following the regular tenure process described in this Article.

IV.1.2.3 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.

IV.1.2.4 In exceptional cases, when an appointment is made of a person with a record of outstanding record, tenure/permanence may be awarded by the appropriate Dean immediately upon appointment, but only after the relevant departmental Personnel Committee and COAP have been consulted.

### **IV.2 Librarian Members Holding Probationary Appointments**

#### **IV.2.1 Eligibility to be Considered for Probationary Reappointment**

Unless covered by IV.2.3.1 or IV.3.2, a member holding an initial probationary appointments as a Librarian (any rank I to IV) shall be considered for a probationary reappointment during the second year of the initial two-year probationary appointment.

#### **IV.2.2 Eligibility to be Considered for Permanency**

IV.2.2.1 Probationary appointments as a Librarian (any 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. Unless covered by IV.2.3.1 or IV.3.2, consideration for permanency occurs in the fourth (4<sup>th</sup>) year of probationary service. The total



probationary period is not to exceed four years.

- IV.2.2.2 In exceptional cases, when an appointment to Librarian III or IV rank is made of a person with a proven record of outstanding professional accomplishments, permanency may be awarded by the University Librarian immediately upon appointment, but only after the Library Personnel Committee and COAP have been consulted.

#### **IV.2.3 Early Consideration for Permanency**

- IV.2.3.1 Members may receive early consideration for permanency in the second (2<sup>nd</sup>) 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.
- IV.2.3.2 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.
- IV.2.3.3 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.
- IV.2.3.4 In cases where early permanency is not granted, members will be subject to either Recommendations (i) or (ii) of VII.8.7.
- IV.2.3.5 A negative outcome of an early permanency consideration shall in no way prejudice the outcome of any subsequent permanency hearing.

#### **IV.3 Eligibility to be Considered for Reappointment for Members with Previous Limited Term Service**

- IV.3.1 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 IV.1.1 or IV.2.1.
- IV.3.2 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.
- IV.3.3 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 IV.1 or IV.2 apply.

## **IV.4 Extension of Probationary Period**

- IV.4.1 Notwithstanding the various provisions above which define a maximum period of probationary service, a member who has had a pregnancy leave during their probationary period under V.7.2 or a member who has taken a parental or adoption leave of more than four (4) months during their probationary period under V.7.3 all, upon written request to the Dean/University Librarian, no later than three (3) months following their return to duties after pregnancy, parental, or adoption leave, or by August 1<sup>st</sup> of the year in which they were scheduled to be considered for reappointment, tenure or permanency, whichever is earlier, have their consideration deferred by one (1) year.
- IV.4.2 Similarly, a member who, during the probationary appointment has taken a sick leave under V.8 of more than four (4) months may elect to have the consideration for reappointment, tenure or permanency 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 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.
- IV.4.3 On compassionate grounds or in exceptional circumstances, a member may make a request to the Dean that their consideration for reappointment, tenure or permanency be deferred, normally for one (1) year.
- IV.4.4 Notwithstanding the above, the maximum combined extensions granted to a member during their probationary appointment and reappointment will normally not exceed a total of two (2) years.

## **IV.5 Annual Meeting with the Dean for Members on Probationary Appointments**

- IV.5.1 The Dean's Office shall contact all members holding probationary appointments to arrange a meeting with the Dean to be held by April 30<sup>th</sup> of each year of the member's probationary appointment to discuss their progress towards tenure/permanency.
- IV.5.2 In the year prior to a member's reappointment or tenure/permanency consideration, in addition to the annual meeting, the Dean shall inform the candidate, in writing, by April 30<sup>th</sup> that they will be considered for reappointment or tenure in the coming academic year. The Dean's letter shall draw the candidate's attention to the relevant sections of this Agreement.

## **IV.6 Eligibility to be Considered for Promotion**

- IV.6.1 Lecturers shall be promoted to Assistant Professor upon the granting of tenure.

- IV.6.2 Assistant and Associate Professors, and 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 Dean shall inform candidates of their eligibility to be considered for promotion by July 1<sup>st</sup> of the first year in which they are eligible for consideration. Candidates eligible for both tenure and promotion in the same year, shall make one application and be considered as per VII.3.1.3.
- IV.6.3 When members are recommended by COAP to the Provost 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 IV.6.2.

## **IV.7 Facilities**

- IV.7.1 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.7.2 The University shall ensure that the computing needs of members are fairly and equitably treated in the allocation of computer services.
- IV.7.3 The University shall ensure that the different needs of departments and programs are fairly and equitably treated in the allocation of computer services.
- IV.7.4 If a member's ability to perform their duties under VIII.1.1 or VIII.1.2 is significantly impaired by a reduction in facilities or services as previously provided, the member may appeal to the Dean. The Dean may restore the facilities or services, adjust or assign alternate duties, adjust performance expectations, or deny the appeal.

## **IV.8 Teaching Support Fund**

- IV.8.1 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 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 September 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 Chair, who

will submit a consolidated request to the Dean on behalf of the Department. The Chair shall be responsible for distributing amongst members of the Department the amounts allocated by the Dean. Appeals of the Dean's or a Department Chair's allocation decisions, including denials, shall be heard by the Provost.

- IV.8.2 The Dean and Provost shall make every reasonable effort to redress workload imbalances within individual departments and programs and among departments and programs.
- IV.8.3 When an academic department or program suffers the sudden, unexpected loss of a member, the Dean, in consultation with the Provost, may authorize full or partial replacement paying particular attention to the teaching requirements of the department or program.

## **IV.9 Voluntary Retraining**

- IV.9.1 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.9.2 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. In the case of librarian members, plans for such retraining shall be arranged between the member and the University Librarian.
- IV.9.3 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.9.4 All costs reasonably involved in such plans for academic retraining shall be assumed by the Board.
- IV.9.5 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.10 Technological Changes Affecting Librarian Members**

- IV.10.1 There shall be no reduction in employment for a librarian member as a result of automation or other technological change.
- IV.10.2 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.11 Absence and Vacation – Faculty**

- IV.11.1 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 VIII.1.1 (i) and VIII.1.1 (iii) of this Agreement.
- IV.11.2 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 VIII.1.1 (i) and VIII.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.11.3 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.11.4 The annual salary for faculty members includes statutory vacation pay.

#### **IV.12 Absence and Vacation – Librarians**

- IV.12.1 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.12.2 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 IV.12.3.

- IV.12.3 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.

#### **IV.13 Geographical Limitations for Librarian Members**

- IV.13.1 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.14 Travel Between Work Locations**

- IV.14.1 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 1<sup>st</sup> shall be processed by the appropriate Dean's Office no later than March 31<sup>st</sup>.

#### **IV.15 Professional Expenses**

- IV.15.1 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.15.2 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 VIII.1.1(ii) or VIII.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.15.3 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 their Professional Expenses Fund in each academic year.

## **IV.16 Outside Professional Activities**

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 VIII.1 of this Agreement.

## **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.17.2 There shall be one official personnel file for each member, hereinafter referred to as "the personnel file." A member's personnel file shall be kept in the office of the Dean. The personnel file shall be clearly marked as confidential and held so as to protect the privacy of the member and shall be accessible (with the exceptions and limitations stated in IV.17.1, IV.17.5, and IV.17.14) only to the Dean and confidential staff in the office of the Dean. The Dean may share relevant information from the personnel file, as required, in accordance with terms of the agreement.

- IV.17.3 If required to satisfy terms of the Agreement, copies of some or all of the documents may also be kept in a confidential file in the office of the Chair of the Department, the Provost, the President or the Human Resources Office. All restrictions specified in this article applying to the personnel file apply, **mutatis mutandis**, to any duplicated documents in other locations.
- IV.17.4 Notwithstanding the above, both salary and benefits records, as well as records dealing with medical accommodations shall be considered part of the personnel file, but shall only be maintained in a separate files in the Department of Human Resources. Access to information relating to a member's disability status, held in the Department of Human Resources, may not be accessed without the member's consent except to the extent such access is necessary for assessing the member's capacity to carry out their duties.
- IV.17.5 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. 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.17.6 The personnel file shall contain only material pertinent to the employment of the member.
- IV.17.7 A member shall have the right, upon a minimum of two (2) days' written notice to the Dean or University Librarian, and/or department Chair, to examine their personnel file during normal business hours. With the limitations stated in IV.17.18, there shall be complete access to the file. A member's access to their 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 their own expense and at cost, a member shall be provided with a copy of their personnel file or of any of its contents.
- IV.17.8 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. This may include written comments on the accuracy, relevance, meaning or completeness of any of the contents of their personnel file. These comments may include supplementary documents considered relevant by



the member.

- (c) have removed from their personnel file any material which is false, irrelevant, inaccurate or unsubstantiated. In the case of allegations that the material is false, irrelevant, inaccurate or unsubstantiated, the member shall inform the appropriate senior academic administrator in writing. The appropriate senior administrator shall submit a response in writing to the member and the association within ten working days of the receipt of the member's request either agreeing to remove the material, or stating the reasons why the senior administrator believes the material to be true, relevant, accurate or substantiated, as applicable. If the senior administrator does not agree to remove the material from the member's personnel file, this decision may be grieved pursuant to the provisions of Article XIII.

- IV.17.9 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 and that any such materials are consistent with IV.17.6.
- IV.17.10 A member may request, in writing to the Dean that certain material in their 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.17.11 Except at the request of a member, no anonymous material shall be kept in their 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.17.12 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 their 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.17.13 A member's personnel file shall contain a copy of the member's Annual Reports and any Reviews of Annual Performance per VIII.9.4 and VIII.11.4.
- IV.17.14 None of the contents of any personnel file or other employment-related files as referenced in IV.17.5, shall be released or made available to any person without the express written permission of the member concerned, except

- (a) by an authorized representative of the employer, for purposes of administering the agreement;
- (b) as permitted by the collective agreement;
- (c) where required by law.

- IV.17.15 Access to the contents of a personnel file for IV.17.14(c) shall be granted only to individuals who show proof that such access is required by law. Such access shall be granted only by the Provost or someone designated by them in writing. The Provost shall notify the member concerned immediately, stating the person or persons granted access and the legal reasons for granting this access unless such notification is legally prohibited.
- IV.17.16 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 VII.5.8 shall be subject to IV.17.16 following the period described in VII.5.8.
- IV.17.17 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.17.18 Materials solicited under an implied or express promise of confidentiality, that were contained in the personnel file on February 14, 1997, and which are still contained in the personnel file, shall remain in the personnel file, and shall be made available to the member, upon request, with the name of the author deleted.
- IV.17.19 With the exception of materials restricted by IV.17.18, all unsolicited and solicited material 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.

## ARTICLE V: LEAVES AND SABBATICALS

### V.1 Definitions

A leave is a period of absence by a member from duties provided in VIII.1, authorized by the Board for a specified period of time and under conditions laid down by this Agreement.

- (a) 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.
- (b) A **professional leave** is a paid leave for purposes of research and scholarly development of members holding Senior Lecturer positions, 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.9.1, 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.

### V.2 Sabbatical Leaves

#### V.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.

#### V.2.2 Accumulation of EYS

V.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.

V.2.2.2 A member shall be accredited with one-half (1/2) EYS upon return to duties following an approved Maternity Leave.

- V.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.
- V.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.
- V.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.
- V.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.
- V.2.2.7 The service of members with part-time appointments shall earn EYS at the same rate as others (see V.2.2.1), according to the length of service, not prorated. However, the percentage of salary to be paid during sabbatical leave (see V.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.
- V.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.
- V.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).
- V.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.
- V.2.3 Eligibility**
- V.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 V.2.2.4, by the time the leave would commence.
- V.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 V.2.2.4, by the time the leave would commence.

#### **V.2.4 Entitlement**

A member shall be entitled to a sabbatical leave when the procedures under V.2.5 have been carried out, including written authorization from the Board to take such sabbatical leave.

#### **V.2.5 Scheduling**

##### **V.2.5.1 Departmental/Library Plans**

- (i) After review by the Department/Library Personnel Committee, and approval by the Departmental/Librarians' Committee, a departmental/library plan for sabbaticals shall be submitted to the Dean and COAP by May 15 of each year.
- (ii) The departmental/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/library shall be scheduled to take sabbatical leave.
- (iii) The departmental /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/library. Unless there is a contrary advantage for the academic/professional development of members, conflicting requests shall be resolved by the department/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 three (3) year plans in COAP, and the Dean may require departments to revise such plans on the grounds of departmental needs or, where members are cross-appointed to other departments, on the grounds of the needs of those other departments. The University Librarian shall review the library's three (3) year sabbatical plans in COAP, and may require revisions to the plan on the grounds of library needs.
- (v) Following any such revision to departmental/library plans in any given year, and subject to sub-paragraph V.2.5.3, no member shall be displaced by their department 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/library plan.

##### **V.2.5.2 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/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.

Applications for sabbatical leave shall be made by members in accordance with departmental/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.

#### **V.2.5.3 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 Provost, provided that such recommended leaves are scheduled in departmental 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 V.2.9, 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 Provost 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 leave plans.
- (vi) A member denied a sabbatical leave shall continue to be accredited with EYS in accordance with V.2.2.

#### **V.2.5.4 Replacements**

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

#### **V.2.5.5 Special Authorization**

The Dean may, after consulting the department/library and COAP, and upon timely application by a member, recommend to the Provost 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/library plan. The Dean shall ensure that departmental/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.

## **V.2.6 Discretionary Replacements**

The Provost, 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, 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 shall be on the basis of departmental need, paying particular attention to the needs of small departments, and to the provision of the more frequent leaves accruing to departmental three (3) year plans. Such replacements shall be allocated as well so as to give effect to special authorizations for sabbatical leave when required.

## **V.2.7 Salary and Benefits**

V.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

V.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

V.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.

#### **V.2.8 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.

#### **V.2.9 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 V.2.5.2. 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, shall be provided to Senate for information.

#### **V.2.10 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 VIII.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.

### **V.3 Professional Development Leaves**

V.3.1 For every five (5) years of continuous service, Senior Lecturers shall be entitled to six (6) months of paid leave for professional development. Eligible members must provide an application to the relevant Dean.

V.3.2 Following the leave, members must provide a summary report of the professional development activities to the relevant Dean.

### **V.4 Research Leaves**

V.4.1 A member who has agreed to teach a course under VIII.5 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 Department Committee and the member's Chair and approved by the Dean;
- (iii) the departmental recommendation must consider proposals for course releases in relation to its sabbatical plan (see V.2.5.1 to V.2.5.3), 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 V.4 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 VIII.6.2;
- (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.

## **V.5 Unpaid Leaves**

### **V.5.1 Procedures**

- V.5.1.1 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.
- V.5.1.2 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.
- V.5.1.3 Applications shall be judged with due regard to the academic/professional development of the member applying for the leave, the needs of the department/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.
- V.5.1.4 Applications for unpaid leave shall be reviewed by the member's departmental/library personnel committee and Departmental/Librarians' Committee and shall be transmitted promptly to the Dean by the departmental Chair, or in the case of librarians, to the University Librarian, together with the recommendations of these bodies.
- V.5.1.5 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, 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 their 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.
- V.5.1.6 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.

- V.5.1.7 The Dean shall make a recommendation for unpaid leave, including the specifications of the type of unpaid leave, to the Provost, and the Board shall not unreasonably prolong the communication of a decision on such a recommendation.
- V.5.2 Terms of Unpaid Leaves**
- V.5.2.1 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.
- V.5.2.2 Where warranted by very special, unexpected and unusual circumstances, the maxima specified in V.5.2.1 (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 V.5.1 and must have the support of the member's Department-Committee and the additional leave shall, in every case where granted, be regarded as a general unpaid leave.
- V.5.3 Replacements for Unpaid Leaves**
- Members granted unpaid leave shall be replaced or partially replaced. Such replacements shall be available to departments or the library to meet the academic/library needs created by the unpaid leave.
- V.5.4 Benefits and Entitlements**
- V.5.4.1 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 V.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 V.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.
- V.5.4.2 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.
- V.5.4.3 A member on general unpaid leave shall not be accredited with career development increments or EYS for the period of such leave.
- V.5.4.4 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 V.5.2.2, the Dean, at the member's request, may approve the awarding of full or partial benefit

entitlements for the extended leave period.

## **V.6 Political Leaves**

- V.6.1 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.
- V.6.2 Members shall be entitled to political leave for a maximum period of six (6) years in total as provided in Article V.6.5. 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.
- V.6.3 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.
- V.6.4 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.
- V.6.4.1 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.
- V.6.4.2 It is expected that for the period of the leave of absence the member and the Department 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.
- V.6.5 In cases where a member is elected to the public offices referenced in V.6.4, 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.

- V.6.5.1 The member normally shall advise the Dean/University Librarian, at least six (6) months prior to the expiry of the political leave, of their intention to return to normal teaching and other duties. A member who intends to remain in elected office after the maximum period specified in V.6.2 shall submit their resignation to the Dean/University Librarian. If a member continues to serve in elected public office after the maximum period specified under V.6.2, they shall be deemed to have resigned from the University.
- V.6.5.2 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.
- V.6.5.3 A member on unpaid political leave shall not be eligible for a Professional Expenses Fund as set out in Article IV.15.

## **V.7 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. Notwithstanding the above, members employed for at least thirteen (13) weeks may be eligible for unpaid leave as further described at V.7.2 and V.7.3.1 (iv).

### **V.7.1 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.

## **V.7.2      Pregnancy Leave**

Members who are ineligible for the maternity leave and sub-plan referenced in V.7.1, are still entitled to a flexible seventeen (17) week unpaid leave of absence for pregnancy, provided the member has a minimum of thirteen (13) weeks of employment prior to the expected date of delivery as indicated by their medical certificate.

## **V.7.3      Parental/Adoption Leave and Sub Plan**

**V.7.3.1**      Parental leave is available to both parents. The definition of parent shall 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 their own.

If an employee is eligible for maternity leave under Article V.7.1, 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 members not eligible under Article V.7.1 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)   Members who are ineligible for the parental/adoption leave and sub-plan referenced in V.7.3, are still entitled to an unpaid leave of absence of up to 37 weeks provided the member has a minimum of thirteen (13) weeks of employment prior to the expected date of delivery or adoption of a child. For birth mothers, parental leave ordinarily will commence at the end of the pregnancy leave. For others, the leave must commence no later than fifty-two (52) weeks after the date of birth or the date their child first came into their care, custody and control.

**V.7.3.2**      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.

- V.7.3.3 When a member return to work following a parental leave, compensation shall be the same as if the member had not been on leave.
- V.7.3.4 A probationary member on maternity or parental/adoption leave shall, upon written request to the Dean or University Librarian at the time of their return to duties after the leave, have their maximum probationary period increased by one (1) year. In the case of two (2) or more such leaves during their probationary period, the maximum probationary period for the member may be increased by a maximum of two (2) years.
- V.7.3.5 If an employee decides not to return to work, the employee agrees to repay the Board, the University's portion of the sub-plan.

## **V.8 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 XVI.5.1(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 fulfil 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 Chair or University Librarian as soon as possible of their absence and its estimated duration.

## **V.9 Court Leave**

- V.9.1 Members who are summoned to be witnesses or jurors by a court or anybody 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.

- V.9.2 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.

## **V.10 Reconsideration of Leave Denial**

When the Dean recommends against a request for leave by a member under any of the provisions of Article V, the member may request that the Provost reconsider such recommendation.

## **V.11 Leave and Sabbatical Requests of Cross-Appointed Faculty**

- V.11.1 The leaves and sabbaticals requests of cross-appointed faculty are to be processed, at the departmental 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.

## **V.12 Leaves for Probationary Appointees**

Under special circumstances, and upon the approval of the Departmental/Librarians' Committee, the Departmental/Library Personnel Committee, and the Departmental Chair/University Librarian, members on probationary appointments may seek authorization for a maximum of one (1) year of sabbatical leave, professional 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.

## **V.13 Limited Term Appointees**

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



## **ARTICLE VI: DEPARTMENTAL OPERATIONS**

### **VI.1 Department Committee**

There shall be a Department Committee in each department, chaired by the department Chair or designate. This Committee shall consist of the members and academic administrators in the department, and any other persons, including students, that the members and academic administrators shall determine. The Committee's duties shall include the selection of the department's Personnel Committee and Tenure Committees.

### **VI.2 Department Personnel Committee**

VI.2.1 There shall be a Personnel Committee established in each department. The Personnel Committee shall be elected annually by and amongst members of the Department Committee. The Personnel Committee shall be chaired by the Department Chair, serving in a voting capacity, and at least two (2) members in the department, where possible of more than one rank and gender, elected by the Department 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. In constituting the committee, consideration should be paid to representation of designated groups as defined by Employment Equity legislation.

The Personnel Committee shall consider applications and make recommendations to the Chair concerning all appointments to the department 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.

VI.2.2 Applications for positions within the department shall be considered in accordance with departmental practices, and the Personnel Committee in each department is responsible for making recommendations to the Chair concerning all appointments to the department. All qualified applicants will be entitled to due and fair consideration in accordance with the provisions of this Agreement.

VI.2.3 When a Personnel Committee is considering a candidate for reappointment or promotion who holds an appointment in more than one department, the Committee shall also include a member from the non-home department, with full voting rights. This member will be appointed by the Dean, in consultation with the Chair of the Personnel Committee and the candidate.

### **VI.3 Department Tenure Committee**

- VI.3.1 When a tenure decision, including tenure concurrent with promotion, is to be made, a Tenure Committee shall be established, composed of five (5) persons.
- VI.3.2 The Committee shall consist of the Chair of the department concerned, as Chair of the Tenure Committee, three (3) tenured faculty members elected by and from the Department Committee, and a faculty member from a cognate discipline appointed by the Dean in consultation with the Chair of the Tenure Committee. Where there is no representation from a designated group as defined by Employment Equity legislation amongst the faculty members elected by the Department 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.
- VI.3.3 When a candidate holds an appointment in a department with fewer than four (4) available tenured faculty members, the Dean, in consultation with the Chair of the Tenure Committee and the candidate, shall appoint the necessary number of tenured faculty members from cognate disciplines to make up a Tenure Committee of five (5) tenured faculty members, inclusive of the Chair of the Tenure Committee. Here, as in VI.3.2 the Committee members from cognate disciplines are regular members of the Tenure Committee, with no special responsibilities, and no special authority from or obligations to the Dean.
- VI.3.4 When a candidate holds an appointment in more than one department, the Tenure Committee shall include a member from the non-home department, 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 Committee under VI.3.2, and this member shall be elected from the non-home department in the same manner as members elected from the home department.

### **VI.4 Collegial Governance and Peer Review in the Schools of Education and Nursing**

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 Department Committee except as follows: members shall elect a Collegial Chair for the Personnel Committee and Tenure Committees, and that Collegial Chair shall also chair the Department Committee when written standards for tenure or promotion are being developed or revised.

### **VI.5 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.

## **VI.6 Library Personnel Committee**

- VI.6.1 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. 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. The Library Personnel Committee shall also be responsible for the development and required review of criteria for the application of standards for permanency and promotion as they apply to librarian members.
- VI.6.2 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.
- VI.6.3 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.

## **VI.7 Library Permanency Committee**

- VI.7.1 When a permanency decision is to be made, a Library Permanency Committee shall be established, composed of five (5) persons.
- VI.7.2 The Library Permanency 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.

- VI.7.3 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 VI.7.2, and this member shall be elected from the non-home academic unit in the same manner as members elected from the Librarian's Committee.

## **VI.8 Quorum and Voting Rules for Personnel & Tenure Committees**

- VI.8.1 Quorum for Personnel & Tenure Committee meetings, at which a reappointment, tenure or promotion file is being discussed and/or voted on, shall be all members of the Committee, save any members who are in a conflict of interest. Members who are in a conflict of interest will recuse themselves from any Committee meetings at which the relevant reappointment file is being discussed and/or voted on. Notwithstanding the above, in exceptional circumstances members may participate via the use of technology.
- VI.8.2 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 Committee meetings shall be forwarded to the Office of the Dean when the Chair forwards the Committee's recommendation to the Dean. Such records are confidential, and the Committee's minutes will not form part of the reappointment, tenure or promotion file. They shall be kept for twelve (12) months after the decision has been issued or until the end of any related grievance or arbitration.

## **VI.9 Confidentiality on Personnel and Tenure Committees**

- VI.9.1 Members of the Personnel and Tenure Committee shall maintain confidentiality regarding the 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 Committee by the Chair of the Committee.
- VI.9.2 Notwithstanding the confidential nature of the deliberations and decisions leading to recommendations of the Committee, any allegations of procedural irregularities may be brought to the attention of the Dean, the Provost or any TUFA officer, as per I.8.

## **VI.10 Role of Department Chairs/Directors**

- VI.10.1 Chairs/Directors are members to whom certain academic administrative

responsibilities are delegated.

- VI.10.2 Accountable to the Dean, the Chair/Director is the departmental 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.
- VI.10.3 The Chair/Director administers the affairs of the Department after appropriate consultation with its members, ensuring collegiality and collegial decision making within the Department. In representing the Department in an official capacity, Chairs/Directors will present the Department's position.
- VI.10.4 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.
- VI.10.5 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.
- VI.10.6 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's curricula, academic planning, programs, and research activity, including liaison with the broader academic community within their discipline where appropriate;
  - (b) provide leadership in the career development of members of the Department;
  - (c) in keeping with the local norms of the Department, convene such regular meetings of the faculty within the Department 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 from time to time;
  - (e) represent the Department's interests in academic administrative matters. In cases where the members of the Department are divided on a particular matter, the Chair/Director will, after appropriate discussion and

attempts to reach consensus, represent the views within the Department, 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;
- (h) attend central administrative meetings (for example, Faculty Board) and report to the Department;
- (i) ensure that the Department Committee, the Personnel Committee and the Tenure Committees are constituted as provided for elsewhere in this agreement;
- (j) ensure that effective communication is maintained with students in the Department's courses and programs; involve them, where appropriate, in Department activities and discussions; and address student complaints and concerns unresolved by faculty and/or staff;
- (k) ensure that Department 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 Personnel Committee, recommend CUPE appointments to the Dean;
- (m) responsibilities as outlined under VIII.3.

## **VI.11 Appointment of Chairs/Directors**

- VI.11.1 In the final year of a Chair's/Director'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/Director.
- VI.11.2 The Department Committee shall meet to discuss the requirements of the position, and shall elect a Search Committee which excludes the incumbent Chair/Director and which may include up to two (2) students. The Dean shall appoint an additional member of the Search Committee from outside the department.
- VI.11.3 If the Dean has particular expectations for the position, these shall be communicated to the Search Committee along with any other instructions deemed relevant to the search.
- VI.11.4 The Search Committee shall submit a single name, or two (2) names if it prefers, to the Department Committee for approval or choice.

VI.11.5 Once a proposed candidate is approved by the Department Committee, the Chair of the Search Committee shall forward the Search Committee's recommendation to the Dean.

VI.11.6 If the Dean approves the proposed appointee, that recommendation shall be forwarded to the Provost, who shall convey it to the President.

If the Dean does not approve the proposed appointee, the Dean shall ask the Department Committee to reconsider the matter, providing reasons for the request, and where warranted, further directions to, or discussion with, the Department Committee.

No appointment of a Chair/Director shall be made without a positive recommendation from the Department Committee, the Dean, and the Provost.

VI.11.7 Acting Chairs/Directors may be appointed by the Dean for short terms or in special circumstances. Such appointments may not exceed a term of one (1) year.

## **VI.12 Associate Chair/ Director**

Departments may wish to appoint an Associate Chair/Director. Such appointments shall be made through their Department Committee, in consultation with, and following approval by their Dean. Expectations of the Associate Chair/Director must be laid out in writing, with a copy to the Dean and Association.

## **VI.13 Roles and Responsibilities of Graduate Directors**

Graduate Directors are members to whom certain academic administrative responsibilities are delegated.

Specific responsibilities of the graduate program director normally include:

- (a) Providing current information to all graduate students, both incoming and continuing, on all aspects of the graduate program, admission requirements, financial support, procedures and deadlines.
- (b) Ensuring that all graduate administrative procedures are followed.
- (c) Ensuring that policies relevant to the graduate program such the appointment of supervisors, dispute resolution, and monitoring progress are current and published.
- (d) Informing students of University and program health and safety regulations as appropriate to the discipline and field.

- (e) Being reasonably accessible to students when called upon for discussion and consultation of their academic progress and research.
- (f) Establishing a means of communicating with graduate students about matters of importance to their program (e.g. events, seminars, funding opportunities)
- (g) Ensuring that a supervisor is appointed for each student registered in a graduate degree program with a research component.
- (h) Ensuring that a supervisory committee is appointed for each student, as needed.
- (i) Receiving a progress report from the supervisor and student annually (typically in May) and ensuring that the progress report is submitted to the School of Graduate Studies by June 1 every year. With the assistance of the School of Graduate Studies reviewing time to completion rates and addressing individual and programmatic concerns as needed.
- (j) Providing guidance for resolving problems which may arise between graduate students, instructors, supervisors and/or members of the supervisory committee.
- (k) Informing students of resources and services available to them for assistance, consultation, and advice on academic and non-academic matters.
- (l) Working with the School of Graduate Studies to maximize student recruitment and retention efforts (including discipline specific recruitment efforts).
- (m) Overseeing curriculum development and review, including the development of program level goals.
- (n) Overseeing the scheduling of the thesis/dissertation defence.
- (o) Participation as a member of Graduate Studies Committee (as per Senate requirements), Graduate Studies subcommittees, Faculty Board, and, when assigned, Senate.
- (p) Recommending faculty appointments and reappointments to the graduate program, as needed or required.
- (q) Developing program policies for approval at the Graduate Studies Committee.
- (r) Overseeing the development and scheduling of comprehensive and conversion exams, as applicable.



## **ARTICLE VII: REAPPOINTMENT, TENURE, PERMANENCY, PROMOTION, MERIT**

**Note:** For librarian members, unless otherwise noted, all references to tenure, and promotion, shall be deemed to apply **mutatis mutandi** to permanency, and promotion to Librarian IV, respectively. In such instances, the rank of Associate Professor is equivalent to Librarian III, and the rank of Full Professor is equivalent to Librarian IV.

### **VII.1 Decision Process**

VII.1.1 A decision to reappoint, award tenure, or to promote shall be made by the Board only on the recommendation of the Provost, following the Provost's receipt of a recommendation from COAP, and following COAP's receipt of a recommendation from the relevant departmental committee.

VII.1.2 Probationary reappointment shall not be granted without a positive recommendation from the Provost, provided that the duties assigned in the probationary reappointment process under this Agreement have been carried out without determinative procedural or substantive error or bias.

VII.1.3 Tenure shall not be granted without a positive recommendation from the Tenure Committee and the Provost provided that each carries out the duties assigned in the tenure process under this Agreement without determinative procedural or substantive error or bias.

VII.1.4 A decision not to reappoint, to deny tenure, or to deny promotion shall be made by the Provost.

### **VII.2 Effective Date of Reappointment, Tenure or Promotion**

VII.2.1 Once a decision to grant reappointment, tenure or promotion has been made by the Board, it shall take effect on July 1<sup>st</sup>. If a decision is delayed because of reconsideration beyond June 30<sup>th</sup> of the academic year in which the hearing was initiated, reappointment, tenure or promotion shall take effect retroactively to July 1<sup>st</sup>.

VII.2.2 If a candidate for reappointment has submitted materials by November 30<sup>th</sup> of the year in which the candidate is being considered and a decision to deny reappointment is nonetheless delayed beyond June 30<sup>th</sup> 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 Agreement.

VII.2.3 If a candidate for tenure has submitted materials by August 31<sup>st</sup> of the year in

which that member is being considered and a decision to deny tenure is nonetheless delayed beyond June 30<sup>th</sup> 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 Agreement.

## **VII.3 Criteria for Probationary Reappointment, Tenure and Promotion**

### **VII.3.1 Criteria – Faculty**

VII.3.1.1 The assessment as to whether or not a candidate for probationary reappointment shall be reappointed shall be on the basis of whether or not the candidate has demonstrated satisfactory progression towards tenure in accordance with the criteria for granting tenure as set out in this Article.

VII.3.1.2 The criteria for the granting of tenure shall be high quality in both teaching and research, and fulfilment of the applicable duties and responsibilities referenced in VIII.1.1. i) and ii). In assessing a candidate for tenure, the Tenure Committee, COAP, the Provost, and the Board shall pay principal regard to the candidate's scholarship and scholarly promise.

VII.3.1.3 In the case of a faculty applicant, when a candidate is being considered for both tenure and promotion to Associate Professor in the same academic year, the Tenure Committee, if recommending the granting of tenure, shall recommend promotion to Associate Professor, unless there is a failure to satisfy the service obligations under VIII.1.1 (iii).

VII.3.1.4 When a member who was not promoted to Associate Professor at the time they were awarded tenure requests at a later date to be considered for promotion to Associate Professor (see IV.6.2), in order to be successful, the candidate must have continued to fulfil the criteria for the granting of tenure, and demonstrate that they are entirely satisfactory in the performance of the duties and responsibilities as set out in VIII.1.1.

VII.3.1.5 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. Outstanding contributions in service shall be considered when determining satisfactory performance in the non-highly regarded area of either teaching or research.

### **VII.3.2 Criteria – Librarians**

VII.3.2.1 The assessment as to whether or not a candidate for probationary reappointment shall be reappointed shall be on the basis of whether or not the candidate has demonstrated satisfactory progression towards permanency in accordance with the criteria for granting permanency as set out in this Article.

VII.3.2.2 The criteria for the granting of permanency for a librarian member, shall be a high quality in the performance of duties in the Library, and fulfilment of the applicable duties and responsibilities referenced in VIII.1.2. In assessing a candidate for permanency, the Library Permanency Committee, COAP, the Provost, and the

Board shall pay principal regard to competence in the performance of duties and promise of continuing development as a librarian.

- VII.3.2.3 In the case of a librarian applicant, when a candidate is being considered for both permanency and promotion to Librarian III in the same academic year, the Library Permanency Committee, if recommending the granting of permanency, shall recommend promotion to Librarian III, 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.
- VII.3.2.4 When a member who was not promoted to Librarian III at the time they were awarded permanency requests at a later date to be considered for promotion to Librarian III (see IV.6.2), in order to be successful, the candidate must have continued to fulfil the criteria for the granting of permanency, and must demonstrate that they show an interest in general library policy; and have 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.
- VII.3.2.5 The criteria for promotion to Librarian IV shall be: satisfactory in the performance of professional duties in the Library, an effective contributor to the shaping of library or archives policy; significant contributions in at least one of the following areas: the profession at large scholarship, research or university teaching; and active participation in university service or professionally-related community service.
- VII.3.3 Written Standards for the Application of Criteria**
- VII.3.3.1 Individual departments will, in consultation with the Dean, formally adopt written standards for the application of these criteria for tenure, permanence, and promotion as described in this Article. The written standards are specific to the academic unit. They shall be reviewed by the department at least every seven years, and will be made available to Faculty Board and Joint Committee for information and discussion, whereupon they shall be forwarded to the Provost. Upon approval by the Provost, these standards shall be binding on all individuals and committees who are engaged in assessing the candidate's application.
- VII.3.3.2 Where the written 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 the candidate's Chair, where applicable. The candidate shall be asked to state in writing, to the Dean within three (3) months of notice that the written standards have been revised, whether they wish to be considered under the revised written standards or under the written standards in place when they were hired. If the candidate does not provide such statement, the approved standards which were in place at the time of the member's initial probationary appointment will apply.

## **VII.4 Deadline for Submission**

### **VII.4.1 Deadline for Submission of Files**

- VII.4.1.1 For reappointment, candidates shall submit their files no later than November 30<sup>th</sup>.
- VII.4.1.2 For tenure and concurrent promotion to Associate Professor, as applicable, candidates shall submit their files no later than August 31<sup>st</sup>.
- VII.4.1.3 Requests to be considered for promotion must be in writing to the Chair of the Department, copied to the Dean, no later than September 1<sup>st</sup> of any year in which the candidate wishes to be considered for promotion. In the case of promotion to Full Professor, the candidate shall indicate the primary basis (teaching or research per VII.3.1.5) on which they wish to be considered.
- VII.4.1.4 For promotion, candidates shall submit their files no later than September 30<sup>th</sup>.
- VII.4.1.5 On compassionate grounds or in exceptional circumstances, a member may make a request to the Dean that their submission deadline be extended, normally for one month.

### **VII.4.2 Deadline for Department Committee's Recommendation**

- VII.4.2.1 For reappointment, the Chair of the Personnel Committee shall forward the Committee's recommendation for or against promotion to the Dean no later than January 31<sup>st</sup>.
- VII.4.2.2 For tenure, and concurrent promotion to Associate Professor where applicable, the Chair of the Tenure Committee shall forward the Committee's recommendation for or against tenure, and a recommendation for concurrent promotion to Associate Professor, where applicable, to the Dean no later than October 31<sup>st</sup>.
- VII.4.2.3 For promotion considerations, other than those that occur concurrent with tenure, the Chair of the Personnel Committee shall forward the Committee's recommendation for or against promotion to the Dean no later than December 15<sup>th</sup>.
- VII.4.2.4 In all cases, if circumstances prevent the departmental committee from meeting their deadline for forwarding their recommendation to the Dean, the Chair of the committee shall inform the Dean in writing, with a copy to the candidate. COAP, the Dean, and the Provost will work within a timeline which will, under normal circumstances, permit the Provost to convey a decision by June 30<sup>th</sup> of the penultimate year of the probationary appointment or reappointment (for reappointment and tenure and concurrent promotion to Associate Professor, where applicable), and by June 30<sup>th</sup> of the year in which the promotion hearing was initiated (for promotion other than those concurrent with tenure considerations).

## **VII.5 Files**

VII.5.1 Candidates for reappointment, tenure and promotion are responsible for assembling their own application, and for delivering it to the office of the relevant Dean by the date specified in VII.4. Except with prior decanal approval, the Application shall be submitted in an indexed, electronic pdf format.

VII.5.1.1 In the case of faculty applicants, the Application shall contain the following:

- (a) A cover letter which serves as a guide to the candidate's application for members of the relevant departmental committee, COAP, and the Provost;
- (b) An up-to-date curriculum vitae indicating clearly research and teaching accomplishments by date;
- (c) 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);
- (d) In the case of tenure considerations and considerations for promotion on the basis of being highly regarded in teaching: a teaching dossier (see VII.12) and Student Course Evaluations;  
In all other considerations, where the member opts not to include a teaching dossier, the application shall include, at a minimum: Course syllabi; Student Course Evaluations; and, as appropriate, lab manuals and course packs, evidence of reading courses, honours, and graduate supervision, evidence of curricular or pedagogical development, evidence of professional recognitions such as teaching awards;
- (e) As applicable, any additional information identified in the department's written standards;
- (f) Any additional information about professional accomplishments that the candidate deems relevant;
- (g) In the case of tenure considerations, if the Department Personnel Committee communicated reservations at the time of reappointment per VII.8.11, a copy shall be included in the member's file.

VII.5.1.2 In the case of librarian applicants, the Application shall contain the following:

- (a) A cover letter which serves as a guide to the candidate's application for members of the relevant departmental committee, COAP, and the Provost;
- (b) An up-to-date curriculum vitae indicating clearly the performance of professional librarian duties, by date;
- (c) 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;

- (d) 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;
- (e) any additional information identified in the Librarians' Committee written standards for the application of the permanency criteria;
- (f) any additional information about their professional accomplishments that the candidate deems relevant.
- (g) In the case of permanency considerations, if the Library Personnel Committee communicated reservations at the time of reappointment per VII.8.11, a copy shall be included in the member's file.

- VII.5.2 The file shall consist of all materials provided by the member in their application, and all other material, reports, assessments and candidate responses compiled under this Agreement.
- VII.5.3 The file shall not contain any letters other than those solicited by the candidate and provided per VII.5.1.1(f), or by the Chair of the committee, or by the Dean or by the Provost, according to the procedures set out in this agreement, with the exception of communications to the candidate and any responses from the candidate as detailed in, or permitted by this Article.
- VII.5.4 With the exception of assessments of Student Course Evaluations, the file shall not contain any unsigned material.
- VII.5.5 After the application has been submitted, 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.
- VII.5.6 No material can be removed from the file without the agreement of the candidate, the relevant committee, the Dean, the Provost and the Association.
- VII.5.7 The candidate shall have access to the file, including any confidential letters from students, faculty, and external assessors, with identities masked, whenever the candidate is provided with an opportunity to respond to serious reservations or a negative recommendation.
- VII.5.8 All materials comprising a tenure file shall be retained by the Employer for a period of seven years following the rendering of a decision and then destroyed, with the exception of materials produced under VII.13 or described in IV.17.16.

## **VII.6 Input from Colleagues and Students**

When input is sought from colleagues and students, the Committee shall follow a fair and reasonable plan to secure the views of students and faculty, and the Chair of the Committee shall include a report on this plan when the Chair submits the Committee's recommendation to the Dean.

### **VII.6.1 Input from Students**

VII.6.1.1 In the case of Tenure and Promotion applications, input shall be sought from the candidate's former students. The Chair of the Committee shall contact individuals (including graduate students, as appropriate) whom the candidate has taught while at Trent, requesting comments on the candidate's teaching. Approximately half of the individuals to be contacted should be named by the candidate, and approximately half by the Committee. The individuals contacted shall not be registered in any course taught by the candidate during the current academic year. Individuals shall be given at least ten (10) working days to provide a response. Written and signed views received from former students will be added to the candidate's file.

VII.6.1.2 In the case of consideration for Tenure, input shall be sought from between forty and sixty students of the candidate in accordance with Article VII.6.1.1. In cases where the candidate has taught fewer than fifty students, the Chair of the Committee shall contact as many students that the candidate has taught as possible.

VII.6.1.3 In the case of consideration for 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, input shall be sought from at least eighty former students of the candidate in accordance with Article VII.6.1.1.

VII.6.1.4 In the case of consideration for 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, input shall be sought from between forty and sixty former students of the candidate in accordance with VII.6.1.1.

### **VII.6.2 Input from Members Outside the Candidate's Home Department**

With the candidate's permission, the Chair of the Committee may contact members of the University outside the candidate's home department to comment on the candidate's suitability for reappointment, tenure, or promotion. 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.

### **VII.6.3 Input from Members in the Candidate's Home Department**

The Chair of the Committee shall invite all members of the candidate's Department(s) to comment on the candidate's suitability for reappointment, tenure, or promotion. In making this invitation, the Chair shall make available the non-confidential parts of the candidate's file. Confidential materials include

Student Course Evaluations, 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 promotion file.

## **VII.7 Input from External Assessors**

- VII.7.1 Any external assessors sought or required as part of a candidate's reappointment, tenure or promotion consideration shall be selected according to this Article. On or before the applicable deadline for the submission of the Application, the Chair of the 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 Committee and at least two (2) of whom shall be the choice of the candidate. The Chair of the Committee shall provide the Dean with a brief curriculum vitae 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 Committee and one (1) named by the candidate, shall be requested by the Dean to furnish assessments of the candidate's suitability for reappointment, tenure or promotion, as applicable. The Dean shall provide external assessors with a copy of the candidate's application, applicable criteria as specified in this agreement, and the relevant department's approved written standards for the application of the criteria. On receipt of the assessors' reports, the Dean shall place them in the candidate's file.
- VII.7.2 External Assessors are not normally required in the case of reappointment considerations.
- VII 7.3 In the case of Tenure considerations, the Committee may choose to secure the views of external assessors to furnish assessments of the candidate's research and scholarly promise. If the Committee chooses not to do so, the candidate may nevertheless require that the views of qualified assessors be sought.
- VII.7.4 In the case of Promotion to Full Professor the views of two (2) qualified assessors from outside the University must be sought.

## **VII.8 Recommendation of the Committee to the Provost**

- VII.8.1 The members of the Tenure or Personnel Committee, as applicable, shall review the contents of the candidate's file and shall meet to discuss the candidate's application. In conducting their review and in making their recommendations, the committee shall conduct itself according to the procedures in Article VI.8.
- VII.8.2 Members of the Committee shall maintain confidentiality regarding the Committee's deliberations and decisions, unless a grievance process, or other legal or contractual proceedings require otherwise. Committee members who violate this requirement of confidentiality shall be removed from the Committee by its Chair.



- VII.8.3 Notwithstanding the confidential nature of the deliberations and decisions leading to recommendations of the Committee, any concerns regarding procedure may be brought to the attention of the Dean, the Provost or any TUFA officer.
- VII.8.4 Prior to rendering its decision, the Committee may, giving reasons, request the candidate to provide further evidence and supporting documentation, provided such information is specified in this Agreement as belonging in a file and can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and supporting documentation shall be added to the candidate's file.
- VII.8.5 If the Committee has serious reservations about the qualification of the candidate for reappointment, tenure or promotion, as applicable, the Chair of the 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 Committee before it makes its recommendation to the Provost.
- VII.8.6 Should the candidate request reconsideration, the candidate shall submit a written response within two (2) weeks of receipt of the written reasons for the Committee's reservations to the Chair of the Committee. The evidence to be considered by the Committee in its reconsideration is to be confined to the candidate's file, the candidate's written response, and whatever additional relevant information the candidate provides.
- VII.8.7 After considering all the submissions and discussing the case in the context of the relevant criteria and the department's approved written standards, and, where applicable, having considered a candidate's request for reconsideration, the Committee shall, by formal vote, make one of the following recommendations:
- (a) In the case of reappointment considerations:
    - (i) a two year probationary reappointment with consideration for tenure occurring in the fifth year of probationary service; or
    - (ii) non-renewal at the end of the four (4) year probationary appointment.
  - (b) In the case of tenure considerations:
    - (i) grant tenure
    - (ii) not grant tenure
  - (c) In the case of promotion considerations:
    - (i) grant promotion
    - (ii) not grant promotion
  - (d) In the case of tenure considerations being made concurrently with consideration for Promotion to Associate Professor under Article VII.3.1.3, and where the Committee is recommending tenure be granted, if there is

a failure to satisfy the service obligations under VIII.1.1 (iii), the Committee may recommend that promotion not be granted.

- VII.8.8 The letter transmitting the Committee's recommendation will be reviewed and approved by the members of the Committee prior to the Chair of the Committee forwarding the letter to the Dean. The Committee's recommendation shall include reasons for the recommendation and a numerical record of the vote. The recommendation shall address the candidate's research, teaching and service, bearing in mind the provisions of VIII.6.2, and will be governed by the criteria as set out in VII.3.
- VII.8.9 Prior to forwarding the letter to the Dean, the Chair of the Committee shall provide a copy of the Committee's recommendation to the candidate.
- VII.8.10 The candidate may provide a written response to the Committee's recommendation, to be included in the file to be forwarded by the Chair of the Committee to the Dean with the recommendation of the Committee. If the candidate wishes to provide a response, they shall notify the chair of the Committee within four (4) days of receipt of the recommendation, and shall provide the response within two (2) weeks of receipt of the recommendation. If the candidate elects not to provide this notification, the file will be forwarded to the Dean without a written response from the candidate.
- VII.8.11 In the case of reappointment consideration, if the 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.
- VII.8.12 The Chair of the Committee shall forward to the Dean, for consideration by COAP, the recommendation of the Committee, the candidate's response(s), if any, all supporting arguments and all correspondence and documentation considered by the Committee, and a report on the procedures followed.
- VII.8.13 Prior to submitting a file to COAP, the Dean may add a letter to the file commenting on matters relevant to the application including accommodation, course release, contribution to the applicant's profession, or other service obligations, as applicable. The letter shall not provide a recommendation and shall respect and protect the separation of discipline from academic performance assessments, as per XII.3. The Dean shall provide a copy of this letter to the candidate who shall have 10 days to provide a response for inclusion in the file.
- VII.8.14 The Dean will forward all materials in the file to COAP, and following COAP's recommendation, the Chair of COAP will forward all materials in the file to the Provost.

## **VII.9 Recommendation of COAP to the Provost**

- VII.9.1 The meetings of COAP for all deliberations regarding reappointment, tenure and promotion shall be conducted according to the procedures set out in this article.
- VII.9.1.1 COAP shall be chaired by an academic administrator designated by the Provost. The Chair of COAP shall be non-voting.
- VII.9.1.2 Quorum for COAP meetings, at which a reappointment, tenure or promotion file is being discussed or voted on, shall be six of eight members, with at least one member from the candidate's division or, in the case of candidates from the School of Education and Professional Learning and the Trent/Fleming School of Nursing, one member from one of these schools. In the case of candidates from the Library, quorum includes one member from the Library. Notwithstanding the above, in exceptional circumstances members may participate via the use of technology.
- VII 9.1.3 All members of COAP shall review all the submissions and recommendations in the context of the criteria set out in this Article, and the relevant department's approved written standards for the application of the criteria, and shall have access to all materials contained in the file.
- VII.9.1.4 Recommendations of COAP shall be made by formal vote. Votes on motions regarding departmental committee recommendations for or against reappointment, tenure or promotion shall be conducted by secret ballot. COAP members shall disclose to the Chair any potential grounds for recusal under I.2.5 or Trent University's Conflict of Interest Policy. After due consideration, the Chair shall determine if the member is to be recused. Recused members will absent themselves from that portion of any meeting of COAP at which the relevant file is being discussed or voted on. If a member of COAP has served on the departmental committee that made the recommendation, they shall be recused from voting, but may otherwise participate. COAP members may not otherwise abstain from voting. Decisions of COAP will be made on the basis of a simple majority of votes. 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 recommendation has been issued or until the end of any related grievance or arbitration.
- VII.9.1.5 Members of COAP shall maintain confidentiality regarding COAP's deliberations and decisions, unless a grievance process or other legal or contractual proceedings require otherwise. Committee members who violate this requirement of confidentiality shall be removed from COAP by the Chair.
- VII.9.1.6 Notwithstanding the confidential nature of the deliberations and decisions leading to recommendations of COAP, any concerns regarding procedure may be brought to the attention of the Provost or any TUFA officer.
- VII.9.2 Prior to arriving at its recommendation, COAP may, giving reasons, request that the Dean ask the departmental Committee and the candidate to provide further evidence and supporting documentation, provided such information is specified in

this Agreement as belonging in a Reappointment, Tenure or Promotion file, as applicable, and can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and supporting documentation shall be added to the candidate's file.

VII.9.3 In arriving at its recommendation, COAP, by formal vote, may:

- (i) endorse a recommendation from the departmental Committee, in which case COAP recommends to the Provost that the recommendation from the departmental Committee be upheld; or
- (ii) through its Chair and giving reasons, request that the departmental Committee reconsider its recommendation. As part of its request for reconsideration, COAP may request that the departmental Committee, the candidate, or both, provide further evidence and supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a file and can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and supporting documentation shall be added to the candidate's file. In the event that such a request from COAP would result in input from more than two external assessors, approval of Joint Committee is required; or
- (iii) refuse to endorse a recommendation from the departmental Committee, but shall not do so without good reason based on the criteria and the relevant department's 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 that the recommendation from the departmental Committee not be upheld.

VII.9.4 In preparing its recommendation, COAP shall, through its Recording Secretary, provide to the Provost 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. This statement of reasons shall reflect the actual grounds for COAP's recommendation, be substantive in nature, and be clearly related to the criteria and the relevant department's approved written standards for the application of the criteria. This report shall be added to the candidate's file.

VII.9.4.1 Prior to forwarding the report of COAP to the Provost, COAP's Chair shall provide a copy of the report to the candidate.

VII.9.4.2 The candidate may provide a written response to COAP's recommendation, to be included in the file to be forwarded to the Provost with the recommendation of COAP. If the candidate wishes to provide such a response, they shall notify the Chair of COAP 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 without a written response from the candidate.

- VII.9.5 In the event that COAP refuses to endorse a recommendation from the departmental Committee, the Chair of COAP shall so inform the departmental Committee, setting out in writing COAP's reasons. The departmental Committee shall have the right to submit a written response within two (2) weeks to be added to the file before it is transmitted by the Dean to the Provost.

## **VII.10 Reappointment, Tenure and Promotion Decisions**

- VII.10.1 The Provost, in preparing their recommendation, shall review the contents of the candidate's file, including all submissions and recommendations, in the context of the criteria set out in this Article, and the relevant department's approved written standards for the application of the criteria, and shall have access to all materials contained in the file.
- VII.10.2 Following receipt of the recommendation from the departmental Committee and COAP, and any subsequent responses from the candidate and the departmental Committee, the Provost shall make a recommendation on reappointment, tenure or promotion as applicable, and may per VII.1.4 make a decision to deny reappointment, tenure, or promotion.
- VII.10.3 The Provost, giving reasons, may request that the departmental Committee, the candidate, or both provide further evidence and supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a file and can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and supporting documentation shall be added to the candidate's file. In the event that such a request from the Provost would result in input from more than two external assessments, approval of Joint Committee is required, except in cases of promotion to Full Professor or Librarian IV, where Joint Committee approval is required to solicit more than four external assessments.
- VII.10.4 If the Provost decides to deny reappointment, tenure, or promotion, the candidate shall be so informed and shall receive in writing a statement of reasons from the Provost. This statement of reasons shall reflect the actual grounds for the Provost's decision, be substantive in nature, and be clearly related to the relevant criteria as defined in this Agreement.
- VII.10.5 A decision to grant reappointment, tenure, or promotion to a member shall be made subsequent to the Provost making a positive recommendation to the Board. A decision to grant reappointment, tenure, or promotion will be made by the Board and communicated to the candidate, the Chair of the departmental Committee, the Chair of COAP, and the Dean by the Provost.

## **VII.11 Evaluation of Teaching Performance**

- VII.11.1 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.
- VII.11.2 Assessment and evaluation of teaching shall be based on the effectiveness of the instructor, as indicated by command over subject matter, familiarity with recent developments in the field, preparedness, presentation, accessibility to students and influence on the intellectual and scholarly developments of students.
- VII.11.3 The parties agree that Student Course Evaluations contribute 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. Further, it is understood that not all opinions provided in Student Course Evaluations are relevant to the assessment and evaluation of teaching.
- VII.11.4 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.
- VII.11.5 Teaching includes, but is not limited to, the following activities performed by members:
- (a) delivering courses; conducting seminars; guiding tutorials, laboratories; supervising fieldwork, and individual study projects;
  - (b) preparing, grading and correcting assignments, tests and examinations;
  - (c) guiding the work of teaching assistants, graders, and markers, as applicable;
  - (d) guiding and evaluating students' individual work, such as theses and papers;
  - (e) consultations with students outside of class or laboratory time;
  - (f) participating in the development of teaching methods, programs or course content; and
  - (g) preparing course outlines, instructional material, laboratory exercises and course notes.

- VII.11.6 Any evaluation of a member's teaching performance shall review all relevant information including but not limited to:
- (a) the teaching dossier submitted by the member, if applicable;
  - (b) the size, type and nature and level of courses taught;
  - (c) the nature of the subject matter;
  - (d) the experience of the member with the course, and the number of new course preparations assigned to the member;
  - (e) the role of the member and the method of delivery;
  - (f) departmental and disciplinary variations in teaching methods and norms;
  - (g) the pedagogical materials prepared by the member;
  - (h) the member's contributions in the areas of pedagogical development and innovation, and the complexity and risk such innovation entails;
  - (i) Student Course Evaluations carried out in accordance with this agreement;
  - (j) any pertinent accommodation arrangements.

## **VII.12 Teaching Dossier**

- VII.12.1 Each faculty member shall be encouraged to create a teaching dossier. Members being considered for tenure, and those being considered for promotion on the basis of being highly regarded in teaching, are required to submit a teaching dossier as part of their file.

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

- VII.12.2 Teaching Dossiers are intended to provide a description of a member's major teaching accomplishments and strengths in a manner that conveys the scope and quality of the individual's teaching. Responsibility for gathering and collecting the evidence for a dossier rests with the member. The contents of the teaching dossier may include, but are not restricted to, the following:
- (a) a statement of a member's philosophy, objectives and methods of teaching;
  - (b) a list of undergraduate and graduate courses, including directed studies

and thesis supervisions, taught by the member;

- (c) examples of course revision, curriculum development, and teaching methods such as evidenced by course outlines, lab manuals, examples of graded written work, course assignments, final examinations and other materials the member may see fit;
- (d) a record of the faculty Member's role in curriculum and instructional developments such as administrative and committee service related to pedagogy, and including directing and coordinating programs, guest lectures, and other presentations;
- (e) a record of teaching-related recognitions including for example teaching awards, publications and presentations, instructional development grants, participation in conferences and seminars on education/pedagogy;
- (f) assessments by students as sought through formal procedures pursuant to this Agreement;
- (g) examples of scholarship of pedagogy;
- (h) any other information the member deems pertinent.

## **VII.13 Student Course Evaluations**

- VII.13.1 Departments shall develop and maintain survey instruments that are appropriate to their academic disciplines, with assistance from the Centre for Teaching and Learning, if requested. 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).
- VII.13.2 Members shall not be present when the students complete the course evaluations, and the surveys shall not be transmitted to the department by the member. Administrative assistants of departments 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 VII.13.3, where otherwise required to be submitted by this agreement or, in other cases, at the member's discretion
- VII.13.3 Once completed, and following the release of final grades for the course, such surveys shall be made available in confidence to the member, the Department Chair and the Dean.
- VII.13.4 Each member's Student Course Evaluations shall be retained by the Department. Surveys conducted in a paper format shall be scanned by the Department and retained in electronic format, with the original paper copies returned to the



member.

## **VII.14 Merit**

- VII.14.1 Thirty (30) merit awards shall be awarded in each academic year subject to a sufficient number of eligible members applying in each of the three categories described at VII.14.3 who have been deemed meritorious.

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. A member who has received an Annual Performance Review indicating performance “does not meet expectations” under VIII.9.7 or VIII.11.7 in any of the previous three (3) years is not eligible to receive a merit award. 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.

- VII.14.2 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.

- VII.14.3 Merit awards shall be allocated as follows:

Provided that there are sufficient recommendations, no fewer than eight (8) awards shall be allocated for exceptional contributions in research; no fewer than eight (8) awards shall be allocated for exceptional contributions in teaching; and no fewer than four (4) awards shall be allocated for exceptional contributions in service. If there is an insufficient number of recommendations in any of the three categories, COAP may allocate the remaining awards in any of the other categories. In the case of librarians, awards shall be allocated for exceptional performance of library duties. In the case of librarians, one of the following is required in addition: contribution to the profession at large, scholarship, university teaching, university service, or professionally related community service. No more than two (2) merit awards shall be allocated for exceptional contributions in library duties.

- VII.14.3.1 Members may not receive an award in the same category more than once every five years, and may not receive more than one award in any three year period.

- VII.14.4 Awards shall be granted on the basis of performance in the category in question over the period since the member's last award in that category. The applicant shall submit a brief cover letter to the Chair of their departmental Personnel Committee. This letter should outline how their contributions in the applicable area are exceptional, and shall be accompanied by electronic copies of any supporting

materials as outlined in guidelines approved by Joint Committee in consultation with COAP.

- VII.14.5 Having reviewed the material submitted by the applicant, the departmental Personnel Committee or Library Personnel Committee, as applicable, shall determine if the applicant's work is meritorious in one of the three categories. Applications of members deemed meritorious on this basis shall be forwarded as recommendations to the Dean/University Librarian. The Dean/University Librarian shall verify the candidate's eligibility to be considered for a merit award under VII.14.1 and VII.14.3.1 before conveying the Personnel Committee's recommendations to COAP. The Dean/University Librarian may also recommend additional members to COAP. In this event, the Chair of COAP shall invite such members to provide supporting materials as per VII.14.4. If more recommendations are forwarded than the number of available awards, COAP shall provide to the Provost a ranking of applications received. Otherwise, COAP shall forward the recommendations to the Provost. The Provost, in turn, shall make a recommendation to the Board.
- VII.14.6 In the case of consideration of merit awards for Department Chairs/Directors, the departmental Personnel Committee shall designate a deputy chair who shall fulfil the role of committee chair for the purposes of VII.14.5.
- VII.14.7 A member serving in more than one (1) department shall be considered by the Personnel Committee in their home unit.

## **ARTICLE VIII: Duties and Responsibilities**

### **VIII.1 Duties and Responsibilities**

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

- (i) to perform the teaching duties allocated under the procedures outlined in VIII.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 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 VIII.6.2; and to act as academic advisors within the college framework of the University, advising and assisting student advisees.

VIII.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 VIII.7, 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.

## **VIII.2 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.

## **VIII.3 Allocation of Teaching and Departmental Duties – Faculty**

- VIII.3.1 Teaching, and general departmental 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 academic programs and, when possible, the preference of individual members.
- VIII.3.2 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.
- VIII.3.3 Teaching duties and responsibilities will be recommended to the appropriate Dean by the department Chair following consultation with the member, the appropriate departmental 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, with the Chair of the member's other department. Final allocation of teaching and departmental duties will be subject to Decanal approval according to the provisions of this Article.
- VIII.3.4 In the case of 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.
- VIII.3.5 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.
- VIII.3.6 In preparing the departmental recommendation of teaching duties and departmental responsibilities, a department Chair is expected to take into

account factors such as the following:

- (i) where developed, departmental criteria for allocation of teaching duties that have been developed in accordance with collegial governance, including the opportunity for members of the department to contribute reasonably to their development and review;
- (ii) the full scope of activities and expectations of a member of a department, 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, including undergraduate and graduate courses, 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 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) the assistance of others in the teaching of the course;
- (x) the individual faculty member's research and scholarship commitments;
- (xi) involvement in graduate teaching, including graduate supervision and service on supervisory, exam and defence committees;
- (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 and university service of individual members; and
- (xiv) any other relevant factors.

- VIII.3.7 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.
- VIII.3.8 The Dean shall endeavour to ensure that departments 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.
- VIII.3.9 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.
- VIII.3.10 The Dean shall administer an Annual Teaching Support Fund as set out in IV.8.

#### **VIII.4 Departmental Criteria for the Allocation of Teaching Duties**

- VIII.4.1 Where developed, departmental criteria for the allocation of teaching duties shall be made available to all members through Department offices, shall be distributed to all new Department members, and shall be posted to an internal university web-based site accessible to all TUFA members.
- VIII.4.2 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.
- VIII.4.3 Members shall have the right to request reconsideration of their teaching and departmental responsibilities by their Department 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.
- VIII.4.3.1 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 service. The Dean will communicate her/his decision to the member, copied to the Department Chair and to the Association, within ten (10) working days of receipt of the member's request for review.
- VIII.4.4 After receiving the Chair's recommendations for the allocation of teaching duties and departmental responsibilities, and after careful consideration of the factors outlined in VIII.3.6, the Dean will inform the department of staffing resources available. The department will be given the opportunity to reallocate teaching and departmental duties accordingly and submit a revised staffing plan to the Dean

for their approval. Normally the Dean shall accept the recommendation of the Department. If the Dean has difficulty accepting any aspect of the Department recommendation, they may ask the Department to reconsider the matter and to provide whatever additional information it believes to be relevant. If the Dean departs from the departmental recommendation, they shall advise the Department in writing of the reasons for doing so.

## **VIII.5 Courses Outside the Regular Academic Session**

- VIII.5.1 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 VIII.5.1.1(a). Such consent shall not be withheld unreasonably.
- VIII.5.1.1
- (i) By October 1st of each year for the Spring-Summer Session, Departments will be advised that the process of planning for Spring-Summer, Fall/Winter and Off-campus course offerings has commenced;
  - (ii) By November 15th for Spring-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 Spring-Summer (February 15th for Fall/Winter Off-campus courses), if they wish to teach a Spring-Summer or Fall/Winter Off-campus credit course.
- VIII.5.1.2 Extension or alteration of any deadlines established in accordance with VIII.5.1.1(a) shall require the written joint approval of the Dean (or designate) and of the Association.
- VIII.5.2 A member who teaches a university credit course under VIII.5.1 shall receive the per-course stipend provided for in XVI.4 of this Agreement, in all cases except:
- (a) as provided in VIII.5.3 or V.4.1 or,
  - (b) when the member agrees to teach the course, where it is under-enrolled, on a reduced-stipend basis in accordance with XVI.4 and with existing practice.
- VIII.5.3 A member may ask that a university credit course or courses under VIII.5.1 be considered as partial fulfilment of normal teaching responsibilities, instead of being subject to per-course remuneration. Such a request may only be approved with the agreement of the Department Committee, the Department Chair, and the Dean.
- VIII.5.4 Willingness or unwillingness to participate in teaching courses outside the regular

academic session shall not be considered in any decisions concerning the member's career development.

VIII.5.5 Except for the cases provided in VIII.5.3 and/or V.4.1, teaching outside the regular academic session shall not count as time of service for any purpose other than compensation.

VIII.5.6 Teaching outside the regular academic session shall not relieve a member from those portions of duties and responsibilities which relate to scholarship or service to the University.

## **VIII.6 University Service – Faculty and Librarians**

VIII.6.1 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.

VIII.6.2 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. Members on a Research Leave (see VIII.6.1) will not be expected to serve on major University committees during the period of the fellowship.

VIII.6.3 Lack of service on Senate or University committees during the period of exemption set out in VIII.6.2 will not be considered in renewal, re-appointment, promotion or merit decisions.

VIII.6.4 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.

## **VIII.7 Allocation of Duties – Librarians**

VIII.7.1 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.

VIII.7.2 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.

- VIII.7.3 Using the established workload guidelines, the University Librarian, in consultation with the Librarians' Committee, shall determine the normal workload for each librarian employee.
- VIII.7.4 The University Librarian shall ensure that members have sufficient time during normal working hours to fulfil the contributions outlined in VIII.1.2 (iv).
- VIII.7.5 When the Library suffers the sudden, unexpected loss of a member, the Provost may authorize full or partial replacement paying particular attention to the provision of library service.
- VIII.7.6 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.
- VIII.7.7 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.

## **VIII.8 Annual Reports – Faculty**

### **VIII.8.1 Submission Guidelines**

Every member shall submit an electronic copy of their 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.

### **VIII.8.2 The Annual Report**

- VIII.8.2.1 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, 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 their letter of appointment (e.g. completion of terminal degree);
- (n) any other information that the faculty member deems relevant.

VIII.8.2.2 The University considers the information outlined in VIII.8.2.1 (b) to (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.

VIII.8.2.3 The Annual Report shall cover the period of September 1 through August 30 as well as any periods not previously reported on.

## **VIII.9 Annual Performance Review – Faculty**

VIII.9.1 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.

VIII.9.2 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 VIII.1.1;

(b) provide for formative support, dialogue, and mentoring;

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

- VIII.9.3 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.
- VIII.9.4 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.
- VIII.9.5 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.
- VIII.9.6 The Dean shall apply review criteria in a manner that is fair, equitable, and reasonable.
- VIII.9.7 The Dean's review of a member's performance shall result in one of the following findings:
- (a) meets expectations;
  - (b) generally meets expectations with some areas that require development;
  - (c) does not meet expectations.
- VIII.9.8 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.
- VIII.9.9 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.

### **VIII.9.10 Meeting to Discuss Annual Performance Review**

- VIII.9.10.1 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.
- VIII.9.10.2 After a finding under VIII.9.7 of (b) “generally meets expectations 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 an (a) “meets expectations” 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 VIII.9.10.4. The Association shall send a representative to this meeting.
- VIII.9.10.3 After a finding under VIII.9.7 of (c) “does not meet expectations,” 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 VIII.9.10.4. The Association shall send a representative to the meeting. If in the subsequent year, the member's performance is once again deemed (c) “does not meet expectations” with serious deficiency the meeting between the Dean and the member shall be as stated in VIII.9.10.4, and in addition shall include a reassessment of the plan developed in the previous year.
- VIII.9.10.4 The purpose of the meeting described in VIII.9.10.2 and VIII.9.10.3 is:
- (a) to discuss the member's achievements and performance of their 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 an (a) “meets expectations” level of 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.

- VIII.9.10.5 Within fourteen (14) days of the meeting, described in VIII.9.10.2 and VIII.9.10.3, 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 VIII.9.10.4 (d), the Dean shall communicate his/her decision regarding reassessment.

## **VIII.10 Annual Reports – Librarians**

### **VIII.10.1 Submission Guidelines**

Every librarian or archivist shall submit an electronic copy of their 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.

### **VIII.10.2 The Annual Report**

- VIII.10.2.1 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 their letter of appointment;

(n) any other information that the librarian member deems relevant.

VIII.10.2.2 The University considers the information outlined in VIII.10.2.1 (b) to (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.

VIII.10.2.3 The Annual Report shall cover the period of September 1 through August 30 as well as any periods not previously reported on.

## **VIII.11 Annual Performance Review – Librarians**

VIII.11.1 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.

VIII.11.2 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 VIII.1.2;

(b) provide for formative support and mentoring;

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

VIII.11.3 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.

VIII.11.4 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.

VIII.11.5 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.

- VIII.11.6 The University Librarian shall apply review criteria in a manner that is fair, equitable, and reasonable.
- VIII.11.7 The University Librarian's review of a member's performance shall result in one of the following findings:
- (a) meets expectations;
  - (b) generally meets expectations with some areas that require development;
  - (c) does not meet expectations.
- VIII.11.8 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.
- VIII.11.9 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.
- VIII.11.10 Meeting to Discuss Annual Performance Review**
- VIII.11.10.1 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.
- VIII.11.10.2 After a finding under VIII.11.7(b) "generally meets expectations 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 an (a) "meets expectations" 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 VIII.11.10.4. The Association shall send a representative to this meeting.
- VIII.11.10.3 After a finding under VIII.11.7(c) of "does not meet expectations," 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 VIII.11.10.4. The Association shall send a representative to the meeting. If in the subsequent year, the member's performance is once again deemed (c) "does not meet expectations" with serious deficiency the meeting between the University Librarian and the member shall be as stated in VIII.11.10.4, and in addition shall include a reassessment of the plan developed in the previous year.

VIII.11.10.4 The purpose of the meeting described in VIII.11.10.2 and VIII.11.10.3 is:

- (a) to discuss the member's achievements and performance of their 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 VIII.1.2;
- (f) to develop or reaffirm a plan to achieve (a) "meets expectations" 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.

VIII.11.10.5 Within fourteen (14) days of the meeting, described in VIII.11.10.2 and VIII.11.10.3, 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 VIII.11.10.4 (d), the University Librarian shall communicate their decision regarding reassessment.



## ARTICLE IX: INTELLECTUAL PROPERTY AND COPYRIGHT

### IX.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 IX.5.1 (b).

*"Net Profit"* as used in IX.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.

## **IX.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 IX.8;
- (d) receive from the Employer any communication on the University's contract with an IP development agency.

## **IX.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 X, 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 IX. 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 IX.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.

#### **IX.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.

#### **IX.5 Protection of Intellectual Property not Subject to Copyright**

- IX.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.7 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.

- IX.5.2 Subject to Article IX.3, Article IX.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.

- IX.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.
- IX.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.
- IX.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.
- IX.5.6 The costs and expenses involved in obtaining, protecting, maintaining, licensing and commercializing any intellectual property referred to in IX.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 an IPA will be borne by the member.
- IX.5.7 All royalties received in respect of any intellectual property referred to in paragraph IX.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 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.

- IX.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 IX.5.1 above. Such right shall not include the right to transfer or exploit any product or process.
- IX.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 IX.5.1 above.
- IX.5.10 Members must verify protection of the Employer against liability in the use/application of their independently created works.
- IX.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.

## **IX.6 Copyrights**

### **IX.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.

### **IX.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.7 shall vest in the member.

### **IX.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.

### **IX.6.4 Copyright in Distance Education Courses**

- IX.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.
- IX.6.4.2 If a department/ 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 IX.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 their request. Such revision or updating does not constitute a waiver of the Member's moral rights.
- IX.6.4.3 A member, as owner and copyright holder of the distance education course materials, retains the right to teach their 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 IX.6.4.1.
- ### **IX.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.
- ### **IX.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.

## **IX.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.

### **IX.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 IX.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 IX.3, Article IX.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.

### **IX.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.

### **IX.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 IX.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.

#### **IX.6.7.4 Multiple Copyright Holders**

- (a) Where more than one (1) member is an author of a computer program, any reference in Article IX.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.

## **IX.7      Passing of Rights**

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

## **IX.8      Complaints**

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 Article XIII of this Collective Agreement shall apply.

## **ARTICLE X: IMPLEMENTATION OF DISTANCE EDUCATION COURSES**

- X.1 Distance Education courses shall not be used by the Employer to reduce or eliminate fulltime academic positions at the University.
- X.2 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.
- X.3 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.
- X.4 Distance Education courses shall be taught by fully qualified personnel.
- X.5 No Member shall be assigned to develop or to deliver a Distance Education course without the prior agreement of the Member.
- X.6 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.
- X.7 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 IX.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.
- X.8 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.8.
- X.9 The development and teaching of distance education courses shall be included in the allocation of teaching and departmental/program duties.
- X.10 Members shall submit Distance Education courses syllabi they have created as evidence to the appropriate evaluation committee concerned with the granting of reappointment, tenure or promotion, as per VII.5.1.1.

## **ARTICLE XI: HEALTH AND SAFETY**

### **XI.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).

### **XI.2 Responsibilities of the University**

XI.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 I.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.

XI.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.

XI.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.

### **XI.3 Responsibilities of Members**

XI.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 XI.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.

XI.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.

XI.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.

XI.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.

XI.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.

#### **XI.4            Multi-Workplace Joint Health and Safety Committee**

- XI.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.
- XI.4.2            The Association shall appoint no fewer than two representatives to the Multi-Workplace Joint Health and Safety Committee.

## **ARTICLE XII: DISCIPLINE AND SCHOLARLY MISCONDUCT**

### **XII.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.

### **XII.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 they claim is a result of medical disability or illness, they shall notify the university. In such cases, the university may require members to provide a medical certificate from a physician of their choice.
- (c) Coaching and counselling letters are non-disciplinary direction provided by the Employer to a member on employment-related matters. The Employer may place a coaching or counselling letter in a member's personnel file, subject to the rights of the member to provide comments on such letter pursuant to Article IV.17.8(c). Such letters shall be removed from the member's personnel file and destroyed after two (2) years.

### **XII.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 XII.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.

## **XII.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.

### **XII.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.

### **XII.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, they 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.

### **XII.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.

### **XII.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 XIII.4 Dismissal for Cause.

#### **XII.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.

#### **XII.5 Discipline Process**

- XII.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, XII.5.2, XII.5.3 and XII.5.4 shall be replaced with XII.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 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 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.
- XII.5.2
- (a) If the President or Provost 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.
- XII.5.3
- (a) The President or Provost 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 XII.5.2 (a). The President or Provost 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 XII.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.

XII.5.4 If, after the steps in the disciplinary process as laid out in XII.5.2 and XII.5.3 have been completed, and the President or Provost 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 XII.5.3 or in the absence of such meeting or response, within 30 days of the notice of discipline described in XII.5.2(a). A copy of this notice shall simultaneously be sent to the Association.

XII 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 XII.4.

XII.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.

XII.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.

## **XII.6 Denial of Career Development Increment (CDI)**

If Annual Performance Reviews result in three (3) consecutive findings that a member's performance does not meet expectations (VIII.9 and VIII.11), the Dean may initiate the following procedures:

- (a) The Dean shall inform the member, in writing with a copy to the Association, of their 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 their recommendation, along with the member's written response XII.6(b) to the Provost.
- (d) The Provost shall meet with the member to discuss the Dean's recommendation within fifteen (15) days of receiving the recommendation. The Provost and the member may each have an advisor present and the Association shall send a representative.
- (e) After careful consideration, the Provost may inform the member with a copy to the Dean and the Association that they intend 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 (XII.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 shall forward their 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'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 to deny CDI, the President shall consider the recommendation and notify the member in writing of their 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 their decision to the member.
- (i) In the event that a member receives a "meets expectations" 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, to reconsider 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.

## **XII.6.1 Alternative Duties Arrangements**

XII.6.1.1 Where the Provost has advised a member that they intend to recommend to the President that the annual career development increment of the member be denied (XII.6 (f)) the member may ask to undertake alternative duties.

XII.6.1.2 To become effective, the alternative duties proposal requires the agreement of

the Dean, who shall consult with the member's department, and the Provost.

- XII.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.
- XII.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.
- XII.6.1.5 Subject to meeting the expectations of duties, including the alternative duties, as determined through the Annual Performance Review (VIII.9 and VIII.11), the member shall receive their annual career development increment up to but not exceeding the ceiling of the member's rank.
- XII.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.
- XII.6.1.7 Members in alternate duties arrangements who revert to regular duties prior to receiving a "meets expectations" Performance Review shall be subject to the possibility of a CDI denial on the first July 1 after reversion to a regular appointment.
- XII.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 XII.6.1.3 and XII.6.1.4 on July 1<sup>st</sup> of the third year of CDI denial.
- XII.6.1.9 Members at a defined rank ceiling who become subject to the denial of a CDI under XII.6, at the discretion of their Dean may be assigned alternate duties as per XII.6.1.3 and XII.6.1.4, subject to any other arrangements which might be agreed to at Joint Committee.

## **XII.6.2 Resumption of CDI(s)**

Upon receiving a "meets expectations" 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.

## **XII.6.3 Restoration of CDI(s)**

- XII.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 "meets expectations" 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.

- XII. 6.3.2 The restoration of CDI(s), in accordance with XII.6.2 and XII.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.

## **XII.7 Scholarly Misconduct**

- XII.7.1 The Policy on Scholarly Misconduct (referred to as "the policy"), endorsed by Senate of Trent University May 14, 2013, is attached hereto as Appendix B and forms part of this Collective Agreement.
- XII.7.2 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.
- XII.7.3 A member named in an allegation and attending a meeting held as part of a formal investigation under the policy may, if they so request, be accompanied by a representative of the Association or, with the Association's written agreement, be represented by any willing person.
- XII.7.4 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 XIII.3. Such a grievance may be referred directly to Step Two of the grievance process as outlined in XIII.3. These time limits may be revised by mutual agreement of the parties.
- XII.7.5 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**.
- XII.7.6 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.
- XI.7.7 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.

- XII.7.8 Nothing in this Article limits or restricts the University's rights pursuant to Article I.3.2 of the Collective Agreement.

## **ARTICLE XIII: GRIEVANCE AND ARBITRATION PROCEDURE, AND DISMISSAL FOR CAUSE**

### **XIII.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.

#### **XIII.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

#### **XIII.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.

#### **XIII.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.

### **XIII.2 Timely Resolution**

XIII.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 XIII.3.1.1, commence on the date the member receives the formal decision of the Board after having exhausted the applicable reviews and appeals.

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

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

### **XIII.3 Grievance and Arbitration Procedure**

#### **XIII.3.1 Step 1: Grievance**

XIII.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 AVP 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.

XIII.3.1.2 The Employer shall provide a formal response in writing to the Association within ten (10) days of receiving this Notice.

#### **XIII.3.3 Step 2: Arbitration**

XIII.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 receiving the Employer's response under XIII.3.1.2.

XIII.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.

XIII.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.

XIII.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 their 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 the parties agree 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 XIII.3.3.4.1(a) and in the manner provided in XIII.3.3.4.1 (b) and (c).

- XIII.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.
- XIII.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.
- XIII.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.
- XIII.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.
- XIII.3.3.7 Where the grievance concerns a charge of discrimination pursuant to Articles I.2.4.1 or I.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.
- XIII.3.3.8 Without limiting the operations of other appropriate provisions of this Article, 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.
- XIII.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.

#### **XIII.4 Dismissal for Cause**

- XIII.4.1 Dismissal shall be only for just and reasonable cause.
- XIII.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.

- XIII.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 Article XV of this Agreement, shall constitute dismissal.
- XIII.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.
- XIII.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. A copy of the notice will be sent simultaneously to the Association. If agreed by the President, the Association, and the member, there may be additional informal meetings.
- XIII.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.
- XIII.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 representative of the Association and may also be accompanied by a supportive person.
- XIII.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.
- XIII.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 XIII.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 under XIII.4.4, or, if there were no meetings, after the time limits for such meetings provided in XIII.4.4.

- XIII.4.9.1 The grounds for dismissal in such a notification shall be stated in sufficient detail to allow the preparation of a defence, and the provisions of this Agreement thought to apply shall be expressly quoted.
- XIII.4.9.2 No later than twenty (20) days prior to the commencement of the arbitration hearings, the Association 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.
- XIII.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.
- XIII.4.9.4 The statement of grounds as provided for under XIII.4.8 and restated as provided under XIII.4.9.2 and XIII.4.9.3 shall constitute the final notification of grounds for dismissal.
- XIII.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.
- XIII.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 or single Arbitrator has the power to amend technical deficiencies of the dismissal proceedings.
- XIII.4.12 The member may terminate the proceedings at any time by resignation. If the resignation is submitted after formal convening of the arbitration, it shall take effect immediately, notwithstanding the provisions of XIII.4.5.
- XIII.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.
- XIII.4.14 Following commencement of dismissal proceedings, a member shall be relieved of all duties under the provisions of VIII.1 or VIII.2 of this Agreement, until dismissal proceedings are terminated.
- XIII.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. If the parties agree to arbitration before a single Arbitrator in place of an Arbitration Board, they shall appoint an Arbitrator as outlined at XIII.3.3.4.1.

- XIII.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.
- XIII.4.16.2 The President and the Association 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.
- XIII.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.
- XIII.4.17 The Board shall make its nominee for the Arbitration Board or state its preference to have the matter considered by a single Arbitrator at the same time as its notification of grounds as provided in XIII.4.8, as in a notice taking a grievance to arbitration, pursuant to Article XIII.3.3, and the Board shall notify the Association when it notifies the member
- XIII.4.18 If the Association agrees to take the part of the member in arbitration, 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 XIII.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, or confirmed that the matter shall be decided by a single Arbitrator, the President shall notify the member.
- XIII.4.19 If the Association has not confirmed a preference for a single Arbitrator or 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 XIII.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.
- XIII.4.20.1 The Arbitration Board or single Arbitrator in dismissal proceedings shall be governed by all the principles which apply to an Arbitration Board or single Arbitrator established to determine a grievance pursuant to XIII.3.3.

- XIII.4.20.2 If the Arbitration Board or single Arbitrator 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.
- XIII.4.21 Under XIII.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 XIII.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.

## **ARTICLE XIV: CLOSURE AND RESTRUCTURING OF A DEPARTMENT**

### **XIV.1 Definitions**

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

### **XIV.2 Multi-Year Planning**

Departments that have experienced, or can reasonably expect to experience, a significant loss of the tenured and probationary faculty positions over a five (5) year period may request that their Dean consult with the Department to provide a plan for the future operations of the department. Requests will be made through the Chair of the Department on behalf of the Departmental Committee. The plan will address future operations and the department's undergraduate and graduate program offerings, as applicable.

### **XIV.3 Procedures for Closure or Restructuring**

- XIV.3.1 Closure or Restructuring of a Department 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 directly affected.
- XIV.3.2 The motion to restructure or close a Department 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.

### **XIV.4 Status of Members**

- XIV.4.1 No member shall be laid off or have their contracts terminated for reasons of department closure or restructuring.
- XIV.4.2 Any Member who is redeployed shall maintain tenure/permanency, rank, seniority, salary, benefits and all other privileges under the Agreement.
- XIV.4.3 As an alternative to redeployment, a member may elect voluntary separation under the terms provided in XV.12.1(b) and XV.12.2. The Employer will provide to the Association the details of each voluntary separation.

## **ARTICLE XV: FINANCIAL EXIGENCY**

- XV.1.1 If the Board believes that a financial exigency, within the meaning of XV.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 Article 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 XV.3.1 through XV.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.
- XV.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.
- XV.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.
- XV.3.1 Within five (5) days of the notice specified in XV.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.
- XV.3.2 The Committee shall meet within ten (10) days of the selection of the Chair as specified in Article XV.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.
- XV.3.3 The Committee's terms of reference shall be to verify whether a financial exigency as defined in XV.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.

- XV.3.4 The Committee shall also verify whether the reduction in expenses as specified by the Board under XV.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.
- XV.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.
- XV.3.6 If the Committee finds that an exigency does not exist in the sense of XV.3.3, then the Board shall be precluded from invoking the provisions of this Article for eighteen (18) months from the date of the report.
- XV.3.7 Costs of the Committee shall be borne by the Board.
- XV.3.8 Unless a state of financial exigency has been established in accordance with the provisions of XV.3.3, XV.3.4, and XV.3.5, no members shall be laid off or dismissed without cause.
- XV.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.4.2.1, III.4.2.2, IV.9, and V.5 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 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.
- XV.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 XV.1.2) and confirmed by the Committee (under Article XV.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.

XV.5.1 If a requirement for layoffs cannot be eliminated in accordance with proceedings under Article XV.4, the parties shall establish an Academic Advisory Commission, which shall determine the ways in which layoffs are distributed among departments.

XV.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 XV.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 their duties within fifteen (15) days of being named.

XV.5.3 Costs of the Commission shall be shared equally by the parties.

XV.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.

XV.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 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 XV.3.4 and adjusted under XV.4.

XV.6.2 If the Commission does not report within the time limit specified in XV.5.4, cuts in budgets for members' salaries and benefits shall be made **pro rata** among all departments according to the following formula:

$$\frac{\text{department's salary and benefits budget for members}}{\text{total salary and benefits budget for members}} \times \frac{\text{total budget reduction required in members' salaries and benefits}}{\text{total budget}}$$



- XV.6.3 The number of members to be laid off in a department shall be determined by dividing the reduction required in the department's salaries and benefits budget (as determined under XV.6.1 or XV.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.
- XV.7.1 If, following the thirty-day period specified in XV.4, a need for layoffs remains, departments shall be notified of that fact by the Provost. Within five (5) days of such notice, a Special Committee shall be established in each department, constituted as follows:
- (a) as Chair, a member of the department elected by a two-thirds (2/3) vote of members within the department; 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.
- XV.7.2 The Special Committee may designate not more than twenty per cent (20%) of members in the department (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 the parties within fifteen (15) days of its formation according to XV.7.1. If the Special Committee for a department 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 XV.9 shall be implemented notwithstanding.
- XV.8 The following shall be exempt from layoff under the provisions of Article XV: professional librarian members; University professors who were appointed to their positions at least six (6) months prior to the notification of financial exigency under XV.1.1; Chairs of Special Committees under XV.7.1(a); and members who are listed as being exempted from layoff by a Special Committee under XV.7.2.
- XV.9 Following the decisions of the Academic Advisory Commission under XV.6.1 or the determination of reductions under XV.6.2, which shall be communicated to the parties, the departments required to lay off members and the members thus affected shall be notified in writing of the fact and, subject to the provisions of XV.6, XV.7, and XV.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 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 shall forward to the President the names of those recommended for layoff.

- XV.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.
- XV.11 The President shall recommend to the Board the layoff of those members whose names have been forwarded by the Provost and for whom alternatives to layoff have not been found under the provisions of Article XV.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.
- XV.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.
- XV.12.2 All payments under XV.12.1 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.
- XV.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.
- XV.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.

- XV.15 Laid-off members who are recalled shall repay any portion of the allowances specified in paragraph XV.12.1 which exceed their entitlement had they continued to hold their former appointments.
- XV.16 Layoffs under the provisions of Articles XV.1 through XV.15 shall be recorded and reported as being solely for reasons of financial exigency; such layoffs do not constitute dismissal for cause.

## **ARTICLE XVI: SALARIES AND BENEFITS**

### **XVI.1 Salary Scales**

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

### **XVI.2 Compensation for Chairs and Directors of Departments**

XVI.2.1 Chairs and Directors of departments 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.

XVI.2.2 Chairs and Directors of departments 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
- ii. the number and nature of students for which the department has total or shared responsibility;
- iii. the scope and nature of external partnerships/agreements in which the department has responsibilities;
- iv. the scope and nature of practica, placements, internships, and exchanges managed by the department;
- v. the number and classification of administrative staff within department;
- vi. the number of faculty (including limited term) and sessional instructors in a department;
- vii. the number of teaching assistants, graduate assistants, demonstrators employed within a department.

XVI.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.

### **XVI.3 Compensation for Directors of Graduate Programs**

XVI.3.1 Graduate directors of programs shall have the choice of receiving an annual stipend of 10% of B1 or 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 should take into consideration (but not be limited to) the following factors:

- (a) the number and nature of course offerings administered by the graduate program;
- (b) the number and nature of students for which the graduate program has total or shared responsibility;
- (c) the number and classification of administrative staff within the graduate program;
- (d) the scope and nature of external partnerships/agreements in which the department has responsibilities;
- (e) the scope and nature of practica, placements, internships, and exchanges managed by the program/department.

XVI.3.2 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.

#### **XVI.4 Stipend for Overload Teaching**

XVI.4.1 The stipend for courses taught outside the regular academic session payable to members under the provisions of Article VIII.5 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.

XVI.4.2 Except for courses which are taught as part of normal teaching responsibilities under VIII.5 and courses which are banked as provided under V.4, 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.

XVI.4.3 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.

#### **XVI.5 Benefits**

XVI.5.1 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.

(vii) **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 V.8 - 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) **Transgender Fund**

A fund in an annual amount of \$5,000 will be available to support health services and other costs associated with gender transitioning not covered by OHIP or any other government program. Unused funds shall be carried over with the fund amount not to exceed \$15,000. The Parties will establish a subcommittee of Joint Committee to determine the procedures for the administration of the fund.

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

XVI.5.2

- (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 H, "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 L, "Fourth Framework Agreement", forms part of the *Agreement*.
- (d) The *Pension Framework for TUFA Collective Agreement, 2016-2019*, included below as Appendix R, "Fifth Framework Agreement", forms part of the *Agreement*.

XVI.5.3 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.

## **XVI.6 Tuition Waivers**

Dependents (spouses and children) of members enrolled in the University shall, 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.

## **XVI.7 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".

## **XVI.8 Flexible Benefits Plan**

XVI.8.1 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.15); 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).

- XVI.8.2 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.15 shall apply.
- XVI.8.3 Flexible Benefits Plan entitlements shall be appropriately pro-rated in the case of appointments which have terms of less than one year.
- XVI.8.4 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, 2016	July 1, 2016 2.03%	Monthly	Professional Librarians	
A1		\$73,969	\$75,471	6,289.21		I.1
A2		\$76,692	\$78,249	6,520.74		I.2
A3		\$79,418	\$81,030	6,752.52	II.1	I.3
A4		\$82,146	\$83,814	6,984.46	II.2	I.4
A5	B1	\$84,870	\$86,593	7,216.07	II.3	
A6	B2	\$87,595	\$89,373	7,447.76	II.4	
A7	B3	\$90,322	\$92,156	7,679.63	III.1	II.5
A8	B4	\$93,046	\$94,935	7,911.24	III.2	II.6
A9	B5	\$95,771	\$97,715	8,142.93	III.3	II.7
A10	B6	\$98,497	\$100,496	8,374.71	III.4	II.8
A11	B7 C1	\$101,222	\$103,277	8,606.40	III.5	(II.9)
A12	B8 C2	\$103,949	\$106,059	8,838.26	IV.1	III.6 (II.10)
	B9 C3	\$106,673	\$108,838	9,069.87	IV.2	III.7
	B10 C4	\$109,397	\$111,618	9,301.48	IV.3	III.8
	B11 C5	\$112,125	\$114,401	9,533.43	IV.4	III.9
	B12 C6	\$114,849	\$117,180	9,765.04	IV.5	III.10
	B13 C7	\$117,575	\$119,962	9,996.81	IV.6	III.11
	B14 C8	\$120,301	\$122,743	10,228.59	IV.7	III.12
	(B15) C9 D1	\$123,026	\$125,523	10,460.29	IV.8	(III.13)
	(B16) C10 D2	\$125,870	\$128,425	10,702.10	IV.9	(III.14)
	C11 D3	\$128,716	\$131,329	10,944.08	IV.10	
	C12 D4	\$131,562	\$134,233	11,186.06	IV.11	
	C13 D5	\$134,405	\$137,133	11,427.79	IV.12	
	C14 D6	\$137,248	\$140,034	11,669.51	IV.13	
	C15 D7	\$140,095	\$142,939	11,911.58	IV.14	
	C16 D8	\$142,940	\$145,842	12,153.47	IV.15	
	C17 D9	\$145,824	\$148,784	12,398.69	IV.16	
	C18 D10	\$148,628	\$151,645	12,637.10	IV.17	
	(C19) D11	\$151,473	\$154,548	12,878.99	(IV.18)	
	(C20) D12	\$154,322	\$157,455	13,121.23	(IV.19)	
	(C21) D13	\$157,165	\$160,355	13,362.95		
	D14	\$160,009	\$163,257	13,604.77		
	D15	\$162,854	\$166,160	13,846.66		
	D16	\$165,700	\$169,064	14,088.64		
	D17	\$168,542	\$171,963	14,330.28		
	D18	\$171,387	\$174,866	14,572.18		
	D19	\$174,234	\$177,771	14,814.25		
	(D20)	\$177,080	\$180,675	15,056.23		
	(D21)	\$179,924	\$183,576	15,298.04		
	(D22)	\$182,770	\$186,480	15,540.02		
Chair Stipend = \$8,659.30 Tufa Stipend = 20% of B1= \$17,318.60 Faculty Ranks: A- Lecturer, B- Asst. Professor/ Sr. Lecturer, C- Assoc. Professor/ Sr. Lecturer with Distinction, D- Full Professor						

## **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

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

or

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

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 ( $\Delta S_{\text{est}}$  - see below) will be paid effective July 1 of each contract year. For example, for the 2006-2007 contract year, the  $\Delta S_{\text{est}}$  base salary increase will commence in July 2006. Starting in June 2007 and in June of each contract year thereafter, the total salary adjustment ( $\Delta S$ ) as determined by Section 1.4.1 of Schedule AA will be calculated and any increase above  $\Delta S_{\text{est}}$  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  $\Delta S$  is greater than  $\Delta S_{est}$  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 ( $\Delta S_{est}$ ) 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

$$\begin{aligned} W_i &= \frac{N_i}{\sum_i(N_i)} \\ &= (\text{number in cell}) \text{ divided by } (\text{sum of all cells}) \end{aligned}$$

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

$$\begin{aligned} \text{SAS} &= \sum_i(W_i \times \text{SCAi}) \\ &= \text{sum of [(weighting factor) times (system category average)]} \end{aligned}$$

where the System Category Average  $\text{SCAi}$  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

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

where the System Average Salary in year t,  $\text{SAS}_t$ , is calculated as in 2.3.3 and the Trent Average Salary in year t,  $\text{TAS}_t$ , is calculated as in 2.4 ( $\text{DIS}_t$  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:

$$\text{DISC} = \text{DIS}_{2010},$$

where  $\text{DIS}_{2010}$  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:

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

and

$$\text{for July 2012, } \text{DISC} = (\text{DIS}_{2010} + \text{DIS}_{2011} + \text{DIS}_{2012}) / 3 ,$$

where all  $\text{DIS}_t$  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 VII.14.2).

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 VII.3.2.3 and VII.3.2.4
  - (iii) III to IV As provided in VII.3.2.5
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.



## APPENDIX B: POLICY ON RESEARCH AND SCHOLARLY MISCONDUCT

NOTE: At the time of printing, this policy was under review. Changes made in accordance with this Agreement, shall be reflected in an updated electronic version of the Collective Agreement.

### 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)<sup>1</sup>. 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

Academic freedom carries with it the duty to use that freedom in a manner consistent with

---

<sup>1</sup> 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.

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 they 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 XII.7 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 C: DISCRIMINATION AND HARASSMENT POLICY**

## **Part I. Discrimination & Harassment Policy**

### **Table of Contents**

- 1. THE ONTARIO HUMAN RIGHTS CODE (“THE CODE”)**
- 2. TRENT’S COMMITMENT**
- 3. PROTECTED GROUNDS**
- 4. COVERAGE**
- 5. ACADEMIC FREEDOM**
- 6. NO LIMITATION ON COLLECTIVE AGREEMENT**
- 7. DEFINITIONS**
  - 7.1 Discrimination (General)**
  - 7.2 Constructive Discrimination**
  - 7.3 Systemic Discrimination**
  - 7.4 Harassment (General)**
  - 7.5 Sexual Harassment**
- 8. REPRISAL**
- 9. FRIVOLOUS OR VEXATIOUS COMPLAINTS**
- 10. PREVENTION, EDUCATION AND AWARENESS**
- 11. RESOLUTION PROCEDURES**
- 12. ROLES AND RESPONSIBILITIES**
- 13. REVIEW OF POLICY**

#### **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 through 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. Exception: Students have the right not to participate in any investigation into sexual violence. 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).

## **Part II. Resolution Procedures**

### **Table of Contents**

#### **1. COMPLAINTS AND RESOLUTIONS PROCESS**

- 1.1 General Procedures**
- 1.2 Relevant Parties to a Complaint**
- 1.3 Early Communication Encouraged**
- 1.4 Exceptions**
- 1.5 Resolution Options**

#### **2. CENTRE FOR HUMAN RIGHTS, EQUITY AND ACCESSIBILITY**

- 2.1 Role in the Complaints Process**
- 2.2 Confidentiality**

#### **3. TIMING FOR FILING A COMPLAINT**

- 3.1 Deadline to file a complaint**
- 3.2 Exception**

#### **4. REPRESENTATION**

- 4.1 Supportive Persons**
- 4.2 Bargaining Agent Notification and Representation**
- 4.3 Use of Independent Legal Counsel**

#### **5. OTHER ISSUES IN THE COMPLAINTS PROCESS**

- 5.1 Multiple Complaints**
- 5.2 Interim Measures**
- 5.3 Reprisal (General)**
- 5.4 Frivolous or Vexatious Complaints**
- 5.5 Alternative Proceedings**
- 5.6 Withdrawal**
- 5.7 Due Diligence**
- 5.8 Constructive/Systemic Discrimination/Issues of Public Interest**

#### **6. INITIATING A COMPLAINT**

- 6.1 Responsibilities of the Parties**
- 6.2 Complaint to be Made in Writing**

#### **7. COMPLAINT PROCESS**

- 7.1 Assessment by the Centre for Human Rights, Equity and Accessibility**
- 7.2 Notification to Respondent**

#### **8. INFORMAL RESOLUTION**

- 8.1 Request for Informal Resolution
- 8.2 Willingness to Participate
- 8.3 Facilitating Agreement
- 8.4 Appointment of an Independent Mediator
- 8.5 Withdrawal from Informal Resolution
- 8.6 Three Weeks to Conclude Informal Resolution
- 8.7 Extension of Time
- 8.8 Confidentiality of Informal Resolution Process
- 8.9 Informal Process and Investigation

## **9. FORMAL INVESTIGATION**

- 9.1 Referral by Centre for Human Rights, Equity and Accessibility
- 9.2 Situations Involving Multiple Respondents
- 9.3 Investigation Procedure
- 9.4 Submissions to the Investigator
- 9.5 Centre for Human Rights, Equity and Accessibility Availability
- 9.6 Extent of Investigator's Scope
- 9.7 Time for Completion of Investigation
- 9.8 Investigator's Report
- 9.9 Investigator's Notes Maintained in Centre for Human Rights, Equity and Accessibility
- 9.10 Vice-President's Review and Decision
- 9.11 Extension of Timelines

## **10.0 LIMITED APPEAL OF OUTCOME OF INVESTIGATION**

- 10.1 Appeal on Grounds of Procedural Error or New Evidence
- 10.2 Review of Appeal
- 10.3 Extension of Timelines

## **11. HUMAN RIGHTS CODE/GRIEVANCES**

- 11.1 No Bar to Exercise of Rights Outside the Policy
- 11.2 Cessation of Policy Resolution Process

## **12. REMEDIES AND SANCTIONS**

- 12.1 Remedies
- 12.2 Sanctions
- 12.3 Criteria Considered

## **13. RECORDS**

- 13.1 Time for Retaining Records
- 13.2 Use of Non-identifiable Statistical Information

## **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 their rights under the applicable collective agreement or otherwise in accordance with the law.

## **2. Centre for Human Rights, Equity and Accessibility**

## **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 an investigator in a complaint under the Procedures.

## **2.2 Confidentiality**

Any and all oral and/or written communications with the Centre for Human Rights, Equity and Accessibility 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 their 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. This is not a requirement for students reporting sexual violence.

## **7. Complaint Process**

### **7.1 Assessment by the Centre for Human Rights, Equity and Accessibility**

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 Centre for Human Rights, Equity and Accessibility**

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 Centre for Human Rights, Equity and Accessibility 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 Centre for Human Rights, Equity and Accessibility**

The investigator's notes and transcripts (if applicable) will be maintained in the Centre for Human Rights, Equity and Accessibility 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. In cases of sexual violence, where the complainant is a Trent University employee, the Vice-President will also inform the complainant of any corrective action that has been, or will be, taken as a result of the investigation.

## **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.

## **10.0 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 Centre for Human Rights, Equity and Accessibility.

## **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 HRT/O 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 Centre for Human Rights, Equity and Accessibility 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 Centre for Human Rights, Equity and Accessibility to the Presidential Advisory Committee on Human Rights, Equity & Accessibility (PACHREA), the Board of Governors and the University community at large.



## **APPENDIX D: 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 E: LETTER OF UNDERSTANDING RE: OFF-CAMPUS AND SPRING AND SUMMER SESSION TEACHING**

The Collective Agreement currently provides that bargaining unit members cannot be required to teach Off-Campus, but may do so on a voluntary basis. Further, tenured and tenure track faculty cannot be required to teach Spring and Summer Session courses, but may do so on a voluntary basis. Limited term appointees and Senior Lecturers may be required to teach courses in the Spring and Summer session as part of their normal load, subject to the terms of Appendix M "Conversion of LTAs and appointment of Senior Lecturers."

Signed at Peterborough on this 25<sup>th</sup> day of October 2016.

## **APPENDIX F: 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 29<sup>th</sup> day of November, 2005

FOR TUFA

FOR TRENT

\_\_\_\_\_  
Dr. John Fekete, 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 G: MEMORANDUM OF AGREEMENT RE: NOTIFICATION OF RETIREMENT**

In order to facilitate planning in Departments, members who intend to retire should notify the Dean, in writing, with a copy to the Provost, by October 15<sup>th</sup> of the year prior to the anticipated July 1<sup>st</sup> retirement date.

Such notification may only be revoked prior to June 30<sup>th</sup> by written agreement of the Department, and Provost.

Dated at Peterborough this 25th day of January, 2006.

## **APPENDIX H: 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 I: 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.

## **APPENDIX J: 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.

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 12<sup>th</sup> day of June, 2014.



## **APPENDIX K: MEMORANDUM OF AGREEMENT GRADUATE TEACHING AND SUPERVISION**

1. Within 3 months of signing the renewal agreement, the Dean of Graduate Studies, in consultation with the Graduate Directors will collect data on graduate teaching, including supervision, and service on supervisory, exam, and defence committees.
2. The office of the Dean of Arts and Science, in consultation with the relevant Chairs and Directors, Graduate Directors and the Dean of Graduate Studies, will ensure that the allocation of teaching and department duties recognizes all components of VIII.3.6, including graduate teaching.

Signed at Peterborough on this 18<sup>th</sup> day of October 2016.

## **APPENDIX L: FOURTH PENSION FRAMEWORK FOR TUFA COLLECTIVE AGREEMENT, 2013-2016**

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.

## **APPENDIX M: CONVERSION OF LTAs AND APPOINTMENT OF SENIOR LECTURERS**

Whereas, the University recognizes the value of stable employment to faculty members and the need to meet long-term academic staffing requirements, and;

Whereas, the University's Full Time Equivalent student enrolment has increased this year and there has been a net loss of tenure track faculty through retirements, and;

Whereas the university is interested in exploring the feasibility of teaching-intensive faculty positions within the TUFA bargaining unit, and;

Whereas the university has a number of long-serving limited term appointees who have contributed significantly to the university over an extended period of years, and;

Whereas the regularization of these members who make a significant contribution to the teaching capacity of the university and its ability to serve its students;

Now, therefore, the parties agree to the following;

The creation of a new category of appointment under III.2 defined as follows: A Senior Lecturer with Permanency is a teaching intensive appointment which may be terminated only through resignation, retirement, or dismissal for cause or the procedures set out in Article XV, or redeployed under the provisions of Article XIV.

1. With the exception of the following, all other provisions of the Collective Agreement apply to Senior Lecturers:
  - a. Teaching load for a Senior Lecturer shall generally be 150% of their department's normal teaching load. The distribution of research and service expectations will be based on departmental needs, with all members having teaching, research, and service among their responsibilities. Senior Lecturers are expected to conduct discipline-related pedagogical research.
  - b. Senior Lecturers may be assigned a portion of their teaching load outside of the Fall/Winter session provided that, in order to accommodate vacation entitlements, no member may be assigned in all four academic sessions (Fall, Winter, Spring, Summer).
  - c. Senior Lecturers are appointments made on the faculty salary scales found in Schedule A; appointments shall be made on the A or B scale depending on completion of a PhD, or other equivalent terminal degree in the member's field.
  - d. Senior Lecturers will be appointed into a 4 year probationary position, with the possibility of a 2 year reappointment and consideration for permanency after 5 years. In assessing the candidate for permanency, the candidate must be judged to have demonstrated high quality in both teaching and

discipline-related pedagogical research.

- e. Senior Lecturers may be promoted on the basis of teaching, consistent with VII.3.1.3 and VII.3.1.4. Such promotion shall advance the member to the “C” salary scale and result in the title of “Senior Lecturer with Distinction.”
- f. A subcommittee of Joint Committee will be formed to review implementation and to determine criteria for reappointment, permanency, and promotion to Senior Lecturer with Distinction.
- g. For every five (5) years of continuous service, Senior Lecturers will be entitled to six (6) months of paid leave for professional development. Eligible members must provide an application to the relevant Dean. Following the leave, members must provide a summary report of the professional development activities to the relevant Dean.
- h. The total number of Senior Lecturer/ Senior Lecturer with Distinction positions shall not exceed 10% of the total tenured and probationary faculty.

Effective the date of the signing of this agreement, the parties will identify all members holding limited term appointments on that date whose cumulative service on such appointments at Trent will be 60 or more months as of 30 June 2017. Such members shall be offered a four (4) year Senior Lecturer probationary appointment with consideration for Permanency in the third year. Such probationary appointments will have an effective date of 1 July 2017. In assessing these members for Permanency, candidates must be judged to have demonstrated high quality in teaching and satisfactory progression towards high quality discipline-related pedagogical research.

Signed at Peterborough on this 14<sup>th</sup> day of October 2016.  
Modified by Joint Committee on the 27<sup>th</sup> of February 2017.

## **APPENDIX N: LETTER OF UNDERSTANDING RE: Clarification Regarding the Creation of Schools and Departments**

Whereas on January 13, 2015, Trent University's Senate approved the *Policy on Creating Interdisciplinary Schools* and the *Policy on Creating, Merging or Closing Academic Departments*; and

Whereas the creation of new schools and related closure of departments has raised a number of issues related to the collective agreement that require clarification;

Now, therefore, the parties agree that within the *Policy on Creating Interdisciplinary Schools* and the *Policy on Creating, Merging or Closing Academic Departments*:

1. Any "proposed governance model" should specify organizational processes and structures including:
  - a) mechanisms to ensure that the disciplinary or interdisciplinary backgrounds of all members of the school will be fairly considered; and
  - b) consistent with Article VI.10 & VI.11 a written articulation of the governance structure including responsibilities of the Director, Associate Director(s), and coordinator(s) for specific degrees and programs, where applicable.
2. Once the School has received Senate and Board approval, any members to be appointed to the new interdisciplinary school shall receive an updated letter of appointment, including, where necessary, confirmation of the applicable written standards pertaining to the tenure and promotion criteria as articulated in the collective agreement.
3. Where reference is made to III.9 Procedures for Voluntary Transfer and Cross-appointment of Faculty, and where a member is moving into a newly established Department or School such that there is no "receiving unit," then decanal agreement is sufficient to approve the transfer. Further, where a department is being closed or restructured, the provisions of Article XIV.4 shall apply to affected members.

Signed by the Parties on 8<sup>th</sup> day of September, 2016

## **APPENDIX O: Equity Review**

The parties agree to undertake a joint review of faculty salaries in 2017/18. The aim of this review is to identify anomalies, if any, based on gender. Joint Committee will determine the procedure for the review and may delegate this review to a joint sub-committee. In the event that anomalies are discovered, Joint Committee will make recommendations to the Provost concerning both their correction, and provisions to prevent future anomalies.

As part of this process, the Sub-committee will also review the most recent equity survey, to identify possible gaps in other equity related data.

Signed by the Parties on 27<sup>th</sup> day of September, 2016

## **APPENDIX P: MEMORANDUM OF AGREEMENT Re: Survivor Income Benefit**

WHEREAS, the Survivor Income Benefit is an employee paid death benefit; and,

WHEREAS, the Survivor Income Benefit is considered a declining benefit across the industry and is not widely offered; and,

WHEREAS, the Survivor Income Benefit is a very expensive benefit for the member, and offers a very small payout relative to cost as the rates have increased dramatically over the last few years; and,

WHEREAS, only nine (9) TUFA members are currently enrolled in the Survivor Income Benefit.

THEREFORE, the parties agree:

1. Within 90 days of the signing of this agreement the University will communicate and educate members with a Survivor Income Benefit, on the costs and benefits of the existing program and other existing options available to them.
2. If, and when, these nine (9) members agree to withdraw or convert, the parties agree that the Survivor Income Benefit will cease.
3. The parties agree that the Survivor Income Benefit will not be offered to any new entrants, effective the date of the signing of this agreement.

Signed by the Parties on the 30<sup>th</sup> day of September, 2016.



## **APPENDIX Q: LETTER OF UNDERSTANDING Re: Custody and Control of Records and Data**

Without prejudice to any position the parties may take with respect to custody and control of records and data, the Parties recognize that the University has a responsibility to maintain the security and integrity of records and data originating from, stored on, or transmitted by university equipment. On this basis, TUFA understands that the University is developing a policy (or policies) to protect records and data, including faculty members' records and data over which the University may not have custody and control. The University acknowledges that any such policy will adhere to I.3.3 of the TUFA Collective Agreement and further agrees that the fact that the draft policy was shared with TUFA during the course of bargaining does not convey any assumptions about the Parties' position regarding custody and control of said records and data.

Signed at Peterborough on this 25<sup>th</sup> day of October, 2016.

## **APPENDIX R: FIFTH PENSION FRAMEWORK 2016-2019**

*Whereas*, the Ontario government has stated that it will not extend the interest only solvency funding regime for Ontario universities;

*And Whereas*, using the estimated solvency deficit as of July 1, 2016, the amendment currently proposed by government would result in annual solvency special payments for the TUFA RPP in the amount of approximately \$5.0 million;

*And Whereas*, University has advanced a modified proposal to the Ministry of Finance under which the solvency funding target would be 25% (instead of the current government proposal of 50%) of the way to 100% of solvency deficiency, and that if approved this proposal would reduce the annual solvency special payments from approximately \$5.0 million to approximately \$1.3 million;

*And Whereas*, the parties agree to continue pursuing the merger of the RPP to a JSPP, either the University Pension Plan (UPP) or the CAAT Plan.

Therefore, the parties agree to the following:

1. 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 the plan merger, recognizing that such a merger would be subject to ratification by the Board of Governors and the TUFA membership;
2. In the event that the parties do not merge into a JSPP prior to June 30, 2019, the benefit accrual rate under Section 6.01 of the RPP and Section 5.01 of the SRA shall be amended from 2.0% to 1.80% of Final Average Earnings on Pensionable Service, effective at 11:59 pm on June 30, 2019. For clarity, the revised accrual rate would apply only to Pensionable Service earned after the amendment takes effect.
3. If, as expected, the University is required to make solvency payments in 2017, 2018, and 2019, in recognition of this, the DISC component will be set to zero for the purposes of the calculation of the Total Salary Adjustment for June 30, 2017 and to no greater than 0.5% for the June 30, 2018 calculation. Further, for the June 30, 2019 calculation, the parties agree that the DISC component will be set to zero unless there is an agreement in place to merge into a JSPP such that there would be no solvency payment required for that year. If there is an agreement to merge into a JSPP, the DISC component will be no greater than 1% for the June 30, 2019 calculation.
4. 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 the life of this agreement. For clarity, this change will not alter any member entitlements under the SRA.
5. In the event that the modified solvency funding proposal referenced above is not

implemented and in effect for the life of this agreement, the parties will meet to negotiate the following with the understanding that any negotiated changes will be subject to normal ratification processes of the parties.

- a. An amendment to the Registered Pension Plan to apply the plan's early retirement reduction factors to the Income Tax Act maximum pension for future agreements.
  - b. The application, effective July 1, 2017 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.
6. TUFA acknowledges that the University has given notice of their intention to apply to decommission the existing plan that allows TUFA members with prior membership in the Teacher's Pension Plan to continue as members in the Teacher's Plan, with the Employer matching the member's required contributions under that plan. TUFA further agrees that, provided no existing TUFA members have the provisions of their membership in the Teacher's Pension Plan altered, they will support such an application.
7. The parties agree that existing reciprocal agreements between the TUFA RPP and pension plans at other universities will be eliminated, and further that Section 12 of the TUFA Plan Text will be replaced with the language below regarding port-in provisions. For clarity, no existing member will be affected by this change.

#### Transfers In

A Member who was an active member of a registered pension plan of another employer immediately prior to being employed by the University, within six months of starting at Trent University, may request a transfer of funds from the other employer's pension plan to the Plan in respect of the Member's period of service recognized and pension benefits earned under the other employer's pension plan. The transfer is subject to the terms of the other employer's pension plan and the Plan, the approval of the other employer and the University, and any requirements in the Income Tax Act and the Pension Benefits Act.

The funds transferred to the Plan shall be used to credit additional Pensionable Service under the Plan for the Member, as calculated by the University, on the recommendation of the Actuary, whether the amount is transferred in from a defined benefit provision or a defined contribution provision. The amount of additional Pensionable Service shall not exceed the Member's period of service recognized under the other employer's pension plan.

8. The parties agree to the following change to the TUFA RPP to eliminate the ability of TUFA retirees who, after their retirement, are re-hired into the TUFA bargaining unit to draw their TUFA pension and salary simultaneously. Following this change, a TUFA member who is re-employed after the individual has commenced a pension from the TUFA plan would be required to cease receiving pension for the period of re-employment and recommence accruals under the TUFA

Aggregate Pension Arrangements. The parties agree that the actual wording for the Plan will reflect all the appropriate defined terms. The parties understand that FSCO has confirmed that it is permissible to have re-employment provisions that would prevent an employee who was receiving a pension from joining the plan.

Reemployment

If a member of the TUFA Plan who has retired and is in receipt of a pension is re-employed by the University prior to the end of the calendar year in which the employee attains age 71, the employee shall immediately cease to receive the pension and shall re-join the Plan. Upon the member's subsequent retirement, the annual pension shall be recalculated based upon the member's Final Average Earnings and Pensionable Service and Required Contributions made to the member's subsequent retirement date. The commuted value of the annual pension shall be reduced by the commuted value of the amount of the annual pension received by the member after their initial retirement date and prior to their re-employment date. For clarity a member shall not be permitted to receive a pension under the Plan while accruing pension benefits under the Plan.

Dated at the City of Peterborough this 26th day of October, 2016

## **APPENDIX S: LETTER OF UNDERSTANDING RE: OLRB Certificate**

Whereas Certificate Number 1594-79-R of the Ontario Labour Relations Board dated December 18, 1979, and as amended on June 6, 1980 states that the Faculty Association is "the bargaining agent of all faculty and professional librarian appointments at Trent University in Peterborough, save and except sessional faculty and professional librarian appointments teaching one and one-half courses or less, or the equivalents...",

And whereas the parties wish to resolve the question of the application of the term "one and one-half courses or less, or the equivalents..."

The parties agree that in the course of a year (September 1 – August 31), for the purposes of application of the demarcation of one and one-half courses, there will be a limit on teaching outside the TUFA bargaining unit of a maximum of 3.0 courses per instructor, with no more than 2.0 courses to be taught in any given session (Fall/Winter, September 1 – April 30, or Spring/Summer, May 1 – August 31).

Signed at Peterborough on this 20th day of October, 2016.

## **APPENDIX T: Salary Placement for Faculty**

The Parties agree that the Deans will develop Guidelines for Faculty Salary Placement that will be available to members no later than January 31, 2017.

The Guidelines will be shared with Joint Committee for information.

The Guidelines will be consistent with the following principles:

1. The University and the Association are committed to fair and equitable salary placement.
2. The parties recognize the value of prior academic service at Trent and/or at other institutions of higher education.
3. The parties further recognize the potential value of prior employment experience in relevant professional contexts.

The Guidelines will be consistent with the following practices:

1. New hires without a Ph.D., or other terminal degree as appropriate, are normally placed initially between levels 1 and 5 on the A Scale based on the expected time remaining for the completion of that degree. A member expecting to complete all the academic requirements for their degree before the end of the academic year is normally placed at A5. Once the academic requirements for their Ph.D. or other terminal degree have been completed, members on the A Scale shall be moved laterally onto the B Scale. For clarity, this may involve an immediate increase in rate of pay to B1 for members who had not yet reached A5 on the grid.
2. New hires within one year of having completed the academic degree requirements for their PhD or other terminal degree will normally be placed initially at B1.
3. New hires with full-time faculty experience, post-PhD, at Trent or another university, will normally receive one additional step beyond B1 for each year of such service, provided that the appointment included teaching, research and service components. Exceptions may include externally funded appointments.
4. New hires with relevant full-time employment experience in an academic or other research setting post-PhD, other than as a full-time faculty member (for example as a post-doctoral fellow), will normally receive one additional step beyond B1 for every two years of such service.
5. New hires with relevant employment as a professional may be credited with up to one additional step on either the A or B Scales for each year of such service.

The Guidelines will not form part of the collective agreement, however changes will be brought to Joint Committee, for information.

There may be rare cases where market conditions require an initial salary higher than that of the normal rank and step. Market conditions will not be used as a rationale for offering a faculty member a salary lower than normal.

The basis for assigning a member's specific salary placement on the salary grid shall be included in their letter of appointment.

Signed by the Parties on 30<sup>th</sup> day of September, 2016.

## **APPENDIX U: Academic Advising**

Whereas it is no longer the practice of the university to require members to serve as academic advisors (per VIII.1.1(iii), VIII.1.2(iii), and VIII.3.9); and,

Whereas the Parties have agreed not to remove VIII.1.1(iii), VIII.1.2(iii), and VIII.3.9); from the collective agreement; and,

Whereas TUFA has been advised by the Employer that there are no immediate plans for a resumption of such duties.

Now, therefore, the parties agree that any resumption of these duties initiated by the Employer will be subject to Joint Committee approval.

Signed at Peterborough on this 18<sup>th</sup> day of October 2016.



## **APPENDIX V: Trent Online Course Development Agreement**

The parties agree that the Trent Online Course Development Agreement, the Trent Online Course Development Agreement (COU), and the Trent Online Course Renewal Agreement, dated September 16, 2016, are the only such Agreements that may be entered into by TUFA members. Further, these Agreements constitute an extension of TUFA members' employment and any changes to these agreements or any new agreement are subject to agreement of the Parties.

Signed by the Parties on the 22<sup>nd</sup> day of September, 2016

## **APPENDIX W: Externally-Funded Academic Appointments**

In the case of externally-funded competitive and non-competitive appointments (III.5.1 and III.5.2), there may be cases where a nomination/hiring committee puts forward a proposal that is not departmentally driven.

The parties agree that in cases where proposals for externally-funded academic appointments are not through a department, the nomination/ hiring committee will ensure that the department(s) in which the appointment is expected to be offered is consulted about the position, and is represented on the hiring/nomination committee. Further, the proposed appointment shall be made conditional upon the academic unit's acceptance of the candidate's qualifications, based upon prevailing criteria and standards.

The Employer undertakes to review and revise the current CRC hiring process, in consultation with the Association. This review shall begin no later than 60 days following the signing of this Agreement.

Signed by the Parties on the 8<sup>th</sup> day of September, 2016.

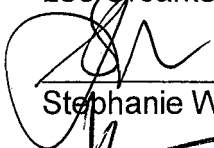
THIS COLLECTIVE AGREEMENT

SIGNED AT PETERBOROUGH, ONTARIO

THIS 10<sup>th</sup> DAY OF April, 2017

For the Board:

  
Leo Groarke

  
Stephanie Williams

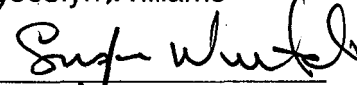
  
Holger Hintelmann


  
Joseph Muldoon

  
Nicole Lootsma

For the Association:

  
Jocelyn Williams

  
Susan Wurtele

  
Michael Epp

  
Dirk Wallschlaeger

  
Marcus Harvey