

MEMORANDUM OF AGREEMENT

- Between -

TRENT UNIVERSITY

(hereinafter referred to as "the University")

- And -

THE TRENT UNIVERSITY FACULTY ASSOCIATION

(hereinafter referred to as "the Association")

Head of Durham Roles and Responsibilities - Pan-Campus Department members

Whereas in most instances in the TUFA collective agreement, where a reference is made to the Dean's role, the Dean will mean the Dean of the member's home unit or the University Librarian as applicable, there may however be instances for members with assigned duties primarily in Durham (Durham-based members) where the Head of Durham will have a role; and,

Whereas the roles and responsibilities of the Head of Durham with respect to members appointed to specific programs and not attached to recognized academic departments or decanal division are described in a separate Memorandum of Agreement specific to "Durham-only members".

Therefore, the parties agree to the following variances to the collective agreement, effective from the signing of this agreement through June 30th, 2019.

1. Article I.2.4.4 Discrimination and Harassment: states that the Provost may reassign duties to avoid contact between complainants and respondents in Discrimination and Harassment complaints. In the case of Durham-based members, the Provost will consult with the Head of Durham prior to assigning other duties and the Head of Durham will be consulted about any safety plan involving Durham-based members.
2. Article I.8 "Confidentiality" Durham-based members may consult with the Head of Durham without violating confidentiality.
3. For the authorization of appointments in Durham under Article III, the Department Committee will make a recommendation to the Dean, who will consult with the Head of Durham. The letter of appointment shall be issued by the Head of Durham, as the Head has final budget approval.

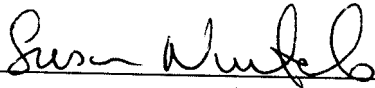
4. Revision from Full-time to Part-time to Full-time, III.4.2,1 involving Durham-based members shall require the consent of the Head of Durham in addition to the departmental committee, Dean, and Provost.

Consistent with the spirit of Article III.9.2 of the collective agreement, members wishing to transfer their appointments in whole or in part to the other Trent Campus may do so with the permission of the receiving campus as represented either by their Dean or by the Head of Durham. Requests involving the Head of Durham, require the agreement of the Head of Durham (or where applicable the Provost), the home unit (approved by the Department Committee) and the receiving unit (approved by the Department Committee) for an individual to transfer. A member shall be able to grieve if either the Head of Durham (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

5. For all facilities-related matters on the Durham campus, Durham-based members would appeal to the Head of Durham, this includes IV.7.4, and XI.3.3 Health and Safety.
6. Durham-based members shall report all leaves requiring decanal notification jointly to their Dean and the Head of Durham and any leaves or absences requiring notification of the member's Chair jointly to their Chair and the Head of Durham.
7. Chairs are to recommend CUPE appointments for Durham to the Head of Durham.
8. Appendix G - Notice of Retirement, Durham-based members shall provide notice jointly to the Dean and the Head of Durham.
9. This MoA is subordinate to any agreements duly executed by the parties in relation to the terms and conditions of employment for any individual Durham-based member.

Dated at the City of Peterborough this 24 day of June, 2018.

On behalf of the Association



On behalf of the University

