

Collective Agreement Language with Changes (additions shown in bold, deletions in strikethrough)	Summary of Change
<p>I.1 <u>Definitions</u> [. . .]</p> <p>"<u>Department</u>" means the Departments of Anthropology, Biology, Chemistry, Computing & Information Systems, Cultural Studies, Economics, English Literature, Forensics Science Program, French and Francophone Studies, 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: Chanie Wenjack School for Indigenous, 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.</p> <p>[. . .]</p> <p>Note: Any reference to "department" shall be deemed to apply mutatis mutandi mutatis mutandis to undergraduate departments, programs, and schools.</p> <p>[. . .]</p>	<p>Housekeeping. Department list updated to reflect changes since last agreement.</p>
<p>I.2.4 <u>Discrimination and Harassment</u> I.2.4.1</p> <p>[. . .] 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 Accessibility for Ontarians with Disabilities Act to address a workplace free of barriers.</p>	<p>Edited to correct references to legislation.</p>

<p>I.3.2 <u>Management Rights</u> 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.</p> <p>Subject to the provisions of this Agreement, the Association acknowledges the right of the University to operate and to manage the University in accordance with its commitments, responsibilities, and obligations as established in the Trent University Act, 1963, as amended from time to time.</p> <p>The employer shall exercise its management function in a manner that is fair, reasonable, and equitable.</p>	<p>Revised to reflect CAUT recommended language</p>
<p>I.4 <u>Recognition of the Association</u></p> <p>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.</p> <p>The parties have further agreed to amend the Certificate to recognize that Association members who serve as faculty representatives to the Board of Governors shall retain their membership in the Association for the duration of their appointment to the Board with all the rights and responsibilities accorded them by virtue of this agreement. In addition, association members serving as representatives to the Board of Governors will also be subject to the policies that apply to Board members including the Board's Conflict of Interest policy. If a breach of Board policy occurs such that the faculty representative is subject to discipline, the relevant provisions of this agreement shall be applied.</p> <p>[. . .]</p>	<p>Housekeeping. CA modified to reflect recent practice of keeping BoG members in the union</p>

<p>II.5 <u>Provision of Information</u></p> <p>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.</p> <p>Such information shall include, but not be limited to:</p> <ol style="list-style-type: none"> a. By November 1st of each year, a list of members, by Department or Library, including academic or Librarian rank, type of appointment, year of appointment, and salary. For members on leave, the type of leave shall be indicated. b. Copies of the University's Budget and Audited Financial Statements when approved by the Board of Governors, including copies of public documents referred to in the footnotes. c. Copies of reports to the Provincial and Federal Governments, such as reports on the "Reaching Higher" targets. d. The total number of courses offered by the University and the total number of courses taught by members, by department-, including enrollment in said courses. e. The number of graduate students in each program and the number of members teaching and/or formally supervising graduate students. f. By November 1st of each year, the names of all Chairs and Directors (including Directors of graduate programs). g. Tables from the financial report of Ontario universities (Council of Finance Officers, Universities of Ontario), annually, when available: Table 6 Expense – Operating Trent 	Housekeeping
---	--------------

University and Expense – Operating Total for Universities.		
<p>II.6 Joint Committee on the Administration of the Agreement [...]</p> <p>II.6.5 Special meetings of Joint Committee to discuss the financial situation of the University shall be held at least quarterly biannually. 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:</p> <p>(a) Quarterly Biannually, 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;</p> <p>(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;</p> <p>(c) At any other times jointly agreed by the parties.</p> <p>[. . .]</p>		Housekeeping to reflect current practice
<p>III.2 Types of Appointment</p> <p>III.2.1 General— Faculty</p> <p>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.</p>		Teaching Intensive Appointments – changes to capture new title (from

III.2.1.2	A permanent teaching intensive appointment Senior Lecturer with Permanency is a teaching intensive an 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.	Senior Lecturer to Assistant & Associate Professor, Teaching Intensive; and to regularize language that was in Appendix M
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 Appointment Categories

III.2.3.1 General Faculty Appointments

III.2.3.1.1 A general faculty appointment is a traditional tenure-stream appointment balancing research, teaching, and service duties as set out in VIII.1.1.

III.2.3.2 Teaching-Intensive Faculty Appointments

III.2.3.2.1 A teaching-intensive appointment is a faculty appointment that can achieve permanency. Teaching-intensive appointments are distinguished from general faculty appointments by a greater distribution of teaching and discipline-related pedagogical research.

III.2.3.2.2 Duties and responsibilities expected of all teaching-intensive appointees shall be as set out in VIII.1.1 except that teaching-intensive appointees shall generally be assigned a teaching load of 150% of their department's general faculty members' normal teaching load annually. The distribution of research and service expectations for members holding teaching-intensive appointments will be based on university and departmental needs, and shall be assigned in a manner consistent with the departmental norm for general faculty, with all members having teaching, research, and service among their responsibilities. Teaching-intensive faculty are expected to be engaged in an ongoing pedagogical research program. Teaching-intensive appointees may be expected to teach a portion of their course load in the spring/summer session.

III.2.3.2.3 The total number of teaching-intensive appointments shall not exceed 10% of all general faculty appointments.

III.2.3.4 Limited Term Appointments

III.2.3.4.1 No limited term appointment shall carry any presumption of an additional appointment.

~~III.2.3~~ ~~4.2~~ 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 general faculty members' 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, with all members having teaching, research, and service among their responsibilities. LTAs may be expected to teach a portion of their course load in the spring/summer session.

~~III.2.3~~ ~~4.3~~ The allocation of teaching and departmental duties shall be done following VIII.3 through VIII.6.

~~III.2.3~~ ~~4.4~~ 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 renumbered to III.2.5]

III.3 Ranks

III.3.1 Faculty Ranks

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

**Associate Professor, Teaching Intensive;
 Assistant Professor, Teaching Intensive;
 Lecturer, Teaching Intensive.**

These ranks may be qualified by the following categories:

**Permanent;
 Probationary.**

III.3.3 All limited term appointments of faculty members shall be at one of the following ranks:

**Assistant Professor
 Lecturer**

III.3.4 It is understood that members will not be able to transfer between general faculty appointments and teaching intensive appointments. Faculty members may however compete for new appointments in competitions with other qualified applicants.

<p>[III.3.2 Librarian Ranks renumbered to III.3.5]</p> <p>[III.4, III.5, III.6, III.7, III.8, III.9 unchanged]</p>	
<p>III.6 Letters of Appointment</p> <p>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:</p> <ul style="list-style-type: none"> (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; 	<p>Housekeeping – minor improvement to ensure clarity around appointments</p>

	<p>(j) In the case of probationary appointments, a copy of the written specific standards for the application of the tenure criteria or permanency criteria (<u>VII.3</u>) and,</p> <p>(k) A copy of this Agreement.</p> <p>(l) The basis for assigning the member's specific salary placement on the salary grid</p> <p>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.</p> <p>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.</p> <p>III.6.4 Following initial appointment, any Any member whose appointment changes by virtue of processes specified in this agreement, appointed to a new interdisciplinary school shall receive an updated addendum to their original 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.</p>	
<p>III.1</p> <p>III.1.1</p>	<p>ARTICLE III: ACADEMIC STAFF AND PROFESSIONAL LIBRARIAN APPOINTMENTS</p> <p><u>General</u></p> <p><u>Formalities of Appointments</u></p> <p>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</p>	<p>Housekeeping –change to title of article</p>

	<p>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.</p>	
<p>II.7 III.7.1.2 III.7.3 III.7.3.1 III.7.3.2</p>	<p><u>Academic Administrators and University Librarian</u> [. . .] 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 <u>VII.14</u>. [. . .] <u>Re-entry into the TUFA Bargaining Unit</u> 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 <u>III.7.1.3</u>). Alternatively, in either case, the individual could return to a different department in accordance with the provisions of <u>III.9</u>. 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 <u>VIII.1.1</u> and <u>VIII.1.2</u>.</p>	<p>Housekeeping – to reflect change to I.4 (Recognition of the Association)</p>

<p>III.8.3 III.8.3.1</p>	<p>Recruitment Procedures Recruitment procedures shall be designed so as to ensure due and fair consideration to all qualified applicants. This shall not be construed to require personal interviews of all qualified applicants. Where a Personnel Committee does not contain at least one (1) member of each sex, the Dean shall be notified.</p> <p>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 may shall make a recommendation to the Dean concerning the suitability of any such incumbent members for the authorized position(s). If a positive recommendation to appoint one or more incumbents is made, then:</p> <p>i. if the number of incumbents is greater than the number of available positions, the Dean shall either may authorize an internal competition from amongst incumbent members;</p> <p>ii. if the number of incumbents is less than or equal to the number of positions, the Dean may extend the contract (s) of the incumbent member's(s) contract to fill the position(s);</p> <p>or</p> <p>iii. the Dean may direct the Department to begin an open search in which all incumbents are remain eligible to apply.</p>	<p>LTA Hiring – clarification of existing practice</p>
<p>III.9 III.9.1</p>	<p>Voluntary Transfers and Cross-Appointments Between Academic Units and Campuses An individual faculty member from one academic unit or campus may request to be transferred, in whole or in part, to another academic unit or campus, by written application to the Dean (or Provost, in the case of transfers involving more than one academic division or across</p>	<p>To clarify process for voluntary transfers & cross-</p>

<p>III.9.2</p> <p>III.9.2.X</p> <p>III.9.3</p> <p>III.9.4</p> <p>III.9.5</p> <p>III.9.6</p>	<p>campuses) by January 15th of the previous academic year.</p> <p>In the case of an academic unit or campus transfer, 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 or campus objects to the transfer. An objection to a transfer by the receiving unit shall not be the subject of a grievance. Requests may be denied by the Dean (or where applicable, the Provost) on the basis of reasonable operational or financial considerations.</p> <p>Where a member is moving into a newly established Department, <u>Program</u> or School such that there is no “receiving unit,” then decanal agreement is sufficient to approve the transfer.</p> <p>The home unit of cross-appointed members must be specified at the time of the cross-appointment. This will automatically be the unit or campus 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 and campus.</p> <p>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.</p> <p>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.</p> <p>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 member, these proportions may be regarded flexibly. In the event of a dispute, the Dean (or where applicable the Provost) would be</p>	<p>appointments between campuses</p>
---	---	--------------------------------------

<p>arbiter and have the final decision.</p> <p>III.9.7 The cross-appointed faculty member has the same rights of participation in each of the units or campuses as if located as a regular full-time member of those units or campuses. In cases which concern both units and campuses, the cross-appointed member shall only vote in their home unit or campus.</p> <p>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.</p> <p>III.9.9 Departments may, at their own discretion and subject to their own processes, create non-voting Associate member positions.</p>	
<p>ARTICLE IV: ACADEMIC CAREER</p> <p>IV.1 Faculty Members Holding Probationary Appointments</p> <p>IV.1.1 Eligibility to be Considered for Probationary Reappointment Unless covered by <u>IV.1.2.3</u> or <u>IV.3.2</u>, a member holding an initial probationary appointment at the rank of Lecturer, or Assistant Professor or Senior Lecturer shall be considered for a probationary reappointment during the third (3rd) year of the initial probationary appointment.</p> <p>IV.1.2 Eligibility to be Considered for Tenure or Permanence</p> <p>IV.1.2.1 Probationary appointments made at the Lecturer, or 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 <u>IV.1.2.3</u> or <u>IV.3.2</u>, consideration for tenure or permanency, as applicable, occurs in the fifth (5th) year of probationary service.</p> <p>[remainder of IV.1.2 unchanged]</p>	<p>Teaching Intensive – change to reflect new title</p>

<p>IV.4 Extension of Probationary Period</p> <p>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 <u>V.7.2</u> or a member who has taken a parental or adoption leave of more than four (4) months twelve (12) weeks or more during their probationary period under <u>V.7.3</u> shall 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 1st 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.</p> <p>[. . .]</p>	<p>Housekeeping re changes to pregnancy and parental leaves</p>
<p>IV.6 Eligibility to be Considered for Promotion</p> <p>IV.6.1 Lecturers shall be promoted to Assistant Professor upon the granting of tenure.</p> <p>IV.6.2 Assistant and Associate Professors holding general faculty appointments, 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. Assistant Professors holding teaching intensive appointments are eligible to be considered for promotion to Associate Professor during the academic year in which they hold a rank step of B6. Associate Professor is the highest rank attainable by teaching intensive faculty. The Dean shall inform candidates of their eligibility to be considered for promotion by July 1st of the first year in which they are eligible for consideration. Candidates eligible for both tenure and promotion in the same year, shall make one application and be considered as per <u>VII.3.1.3</u>.</p> <p>[. . .]</p>	<p>Teaching Intensive Appointments – changes to capture new title (from Senior Lecturer to Assistant & Associate Professor, Teaching Intensive; and to regularize language that was in Appendix M</p>

<p>IV.7 Facilities</p> <p>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 administrative support, library, duplicating, and computer facilities.</p> <p>[...]</p>	<p>Housekeeping – change in terminology</p>
<p>IV.8 Teaching Support Fund</p> <p>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, but shall be available for courses taught on-load in the Spring and Summer sessions. In exceptional circumstances, support may also be provided for courses taught on overload. There shall be two (2) competitions, one in August September and one in December 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.</p> <p>[...]</p>	<p>Improve support for teaching</p>

<p>IV.11 <u>Absence and Vacation – Faculty</u> [. . .]</p> <p>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 for members with less than five years of university service, and shall not be less than three (3) weeks for employees members with greater than five years of service, 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.</p>	<p>Housekeeping – to reflect legislative changes</p>
<p>IV.15 <u>Professional Expenses</u></p> <p>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.</p> <p>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 <u>VIII.1.1(ii)</u> or <u>VIII.1.2(iv)</u> (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 four hundred and fifty dollars (\$1200\$1450) shall be credited on the first day of July 2019, one thousand seven hundred dollars (\$1700) shall be credited on the first day of July 2020 and one thousand nine hundred and fifty dollars (\$1950) shall be credited on the first day of each subsequent 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</p>	<p>Monetary improvement to support members' professional engagement; by third year of agreement PEF will have reached average of our comparator universities</p>

<p>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. For limited-term appointments of a year or more's duration, the entire anniversary date, for the purposes of allocation and rollover of funds, annual Professional Expenses Fund allocation shall be credited on the first day of the member's appointment, if other than July 1st.</p> <p>[...]</p>	
<p>IV.17 Personnel Files [...] 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 Any information based on surveys of students related to 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.</p>	<p>Change to align with new language re Student Experience of Teaching Surveys (SETS)</p>

<p>ARTICLE V: LEAVES AND SABBATICALS</p> <p>V.1 Definitions</p> <p>A leave is a period of absence by a member from duties provided in <u>VIII.1</u>, authorized by the Board for a specified period of time and under conditions laid down by this Agreement.</p> <p>(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.</p> <p>(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.</p> <p>(b)(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.</p>	<p>Teaching Intensive – change to reflect replacement of professional leaves with sabbaticals</p>
<p>V.2.5 <u>Scheduling</u></p> <p>V.2.5.1 <u>Departmental/Library Plans</u></p> <p>(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.</p> <p>(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.</p> <p>(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</p>	<p>Housekeeping – to reflect request from COAP</p>

<p>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.</p> <p>(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.</p> <p>(v) Following any such revision to departmental/library plans in any given year, and subject to sub-paragraph <u>V.2.5.3</u>, 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.</p>	
<p>V.3 Professional Development Leaves</p> <p>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.</p> <p>V.3.2 Following the leave, members must provide a summary report of the professional development activities to the relevant Dean.</p>	<p>Teaching Intensive – change to reflect replacement of professional leaves with sabbaticals</p>
<p>V.7 Eligibility for Pregnancy, Maternity and Parental Leave Sub-Plan(s)</p> <p>In the light of the ongoing professional responsibilities of members, the Board agrees to provide the following Maternity and Parental Benefit sub-plans in order to supplement Employment Insurance (EI) maternity, standard parental, and extended parental benefits during periods of pregnancy and parental leave. To be eligible for the maternity and/or parental</p>	<p>Pregnancy, Maternity and Parental Leaves – changes to streamline leaves and to</p>

leave benefit sub-plans, a faculty member/professional librarian must meet eligibility requirements for Employment Insurance (E-I), EI and be planning to return to work no later than ~~fifty-two (52)~~ **seventy-eight (78)** weeks from the commencement of ~~maternity/parental unpaid leaves~~ **an unpaid pregnancy leave or sixty-three (63) weeks from an unpaid parental leave not preceded by pregnancy leave**. A member must have been employed at Trent University for one (1) year in order to file for ~~leaves~~ **benefits** 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.7.3.2**.

reflect benefits provided under new legislation

V.7.1 **Maternity ~~Leave~~ Benefit Sub-Plan**

- (i) First ~~two (2) weeks~~ **week**- 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~~ **sixteen (16) weeks**- the University will supplement Employment Insurance benefits to 95% of normal salary/wages. **If the waiting period is waived, the university will supplement Employment Insurance benefits to 95% of normal salary/wages for an additional one (1) week, for a maximum of seventeen (17) weeks.**

In ~~cases~~ **case** 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 Unpaid Pregnancy Leave

Members who are ineligible for the ~~maternity leave~~ and **Maternity Benefit** 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 Benefits Sub-Plans

V.7.3.1 Parental leave is available to ~~both parents~~. ~~The definition of a parent shall include a~~ **birth parent, to** a person with whom a child is placed for adoption, **or to** 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~~ **the Maternity Benefit** under Article V.7.1, they may also ~~extend the~~ **follow that** sub-plan for an additional ten (10) weeks as a parental leave providing the parental leave is taken immediately following the maternity leave. **with either a standard or extended parental leave. In the case of a standard parental leave, the University will supplement Employment Insurance benefits to 95% of normal salary/wages for a period of ten (10) weeks. In the case of an extended parental leave, the University will supplement Employment Insurance benefits to 73% of normal salary/wages for ten (10) weeks. (In both cases, the Employer is supplementing normal EI benefits by 40% of the member's normal salary/wages.)**

Parental/~~adoption~~ leave benefits for those not eligible **for the Maternity Benefit** under Article V.7.1 shall be subject to the following conditions:

Standard Parental Benefit Sub-Plan

- (i) ~~first two (2) weeks~~ **week** - 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)~~ **eleven (11)** weeks - the University will supplement Employment Insurance benefits to 95% of normal salary/wages;
- (iii) ~~next twenty-five (25) weeks~~ **all other weeks of standard parental leave that the member takes in accordance with relevant federal and provincial laws** 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.~~

Extended Parental Benefit Sub-Plan

- (i) **first week- 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 eleven (11) weeks – the University will supplement Employment Insurance benefits to 73% of normal salary/wages;**
- (iii) **all other weeks of extended parental leave that the member takes in accordance with relevant federal and provincial laws will be considered as unpaid leave from the University.**

V.7.3.2	<u>Unpaid Parental Leave</u>	
	<p>Members who are ineligible for the parental benefit sub-plans referenced in <u>V.7.3</u> are still entitled to an unpaid leave of absence provided the member has a minimum of thirteen (13) weeks of employment prior to the expected date of delivery or adoption of a child. Parental leave ordinarily will commence at the end of pregnancy leave. For those who do not take pregnancy leave, the leave must commence no later than seventy-eight (78) weeks after the date of birth or the date their child first came into their care, custody and control.</p>	
V.7.3.23	<p>The member's and the Board's contributions to the pension and benefits plans during the maternity and parental/adoption pregnancy and/or parental 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 pregnancy and parental leave shall be considered as a period of service with the University.</p>	
V.7.3.34	<p>When a member returns to work following a pregnancy or parental leave, compensation shall be the same as if the member had not been on leave.</p>	
V.7.3.4-5	<p>A probationary member on maternity or parental/adoption pregnancy or parental 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.</p>	
V.7.3.56	<p>If an employee decides not to return to work, the employee agrees to repay to the Board the University's portion of the sub-plan.</p>	

<p>V.8 <u>Sick Leave</u></p> <p>[. . .]</p> <p>Members shall notify their departmental Chair or University Librarian and Human Resources as soon as possible of their absence and its estimated duration.</p>	Housekeeping
<p>VI.2 Department Personnel Committee</p> <p>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.</p> <p>VI.2.1.1 In the event that there is no existing department to conduct a search for a new hire, the Personnel Committee will be constituted by the Dean, in consultation with the Association, and will consist of at least three tenured members from cognate departments/programs who have expertise relevant to the new degree offering.</p> <p>VI.2.1.2 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.</p> <p>[. . .]</p>	Housekeeping to reflect current practice

VI.4	<p><u>Collegial Governance and Peer Review in the Schools of Education and Nursing</u></p> <p>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. The Collegial Chair will also attend faculty board, and shall be placed on the Senate rotation.</p>	Improvement to collegial governance
VI.6 VI.6.1	<p><u>Library Personnel Committee</u></p> <p>There shall be a Library Personnel Committee established annually in the Library. This Committee shall consist of at least four (4) three (3) 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.</p> <p>[. . .]</p>	Housekeeping to reflect current practice

<p>VII.2 Effective Date of Reappointment, Tenure or Promotion</p> <p>VII.2.1 Once a decision to grant reappointment, tenure or promotion has been made by the Board, it shall take effect on the July 1st immediately following the application submission. If a decision is delayed because of reconsideration beyond June 30th of the academic year in which the hearing was initiated, reappointment, tenure or promotion shall take effect retroactively to the July 1st immediately following the application submission.</p> <p>[. . .]</p>	Housekeeping for clarity
<p>VII.3 Criteria for Probationary Reappointment, Tenure and Promotion</p> <p>VII.3.1 Criteria – Faculty</p> <p>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 or permanency in accordance with the criteria as set out in this Article.</p> <p>VII.3.1.2 The criteria for the granting of tenure for members holding a general faculty appointment shall be high quality in both teaching and research, and fulfilment of the applicable duties and responsibilities referenced in <u>VIII.1.1</u>. 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.</p> <p>VII.3.1.3 The criteria for the granting of permanency for members holding a teaching-intensive faculty appointment shall be high quality in both teaching and discipline-related pedagogical research, and fulfilment of the applicable duties and responsibilities referenced in <u>VIII.1.1</u>. i) and ii). In assessing a candidate for permanency, the Permanency Committee, COAP, the Provost, and the Board shall pay principal regard to the candidate’s scholarship and scholarly promise.</p>	Teaching Intensive Appointments – changed to capture new title (from Senior Lecturer to Assistant & Associate Professor, Teaching Intensive; and to regularize language that was in Appendix M

- VII.3.1.34 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).
In the case of a faculty applicant, when a candidate is being considered for both permanency and promotion to Associate Professor in the same academic year, the Permanency Committee, if recommending the granting of permanency, shall recommend promotion to Associate Professor, unless there is a failure to satisfy the service obligations under VIII.1.1 (iii).
- VII.3.1.45 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.
When a member who was not promoted to Associate Professor at the time they were awarded permanency 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 permanency, and demonstrate that they are entirely satisfactory in the performance of the duties and responsibilities as set out in VIII.1.1.
- VII.3.1.56 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.

[remainder of VII.3 unchanged]

VII.5	Files	Changed to align with new language re Student Experience of Teaching Surveys (SETS)
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 <u>VII.4</u> . Except with prior decanal approval, the Application shall be submitted in an indexed, electronic pdf format.	
VII.5.1.1	<p>In the case of faculty applicants, the Application shall contain the following:</p> <ul style="list-style-type: none"> (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 <u>VII.12</u>) and Student Course Evaluations Experience of Teaching Surveys (SETS); 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 SETS; 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 <u>VII.8.11</u>, a copy shall be 	

	<p>included in the member's file.</p> <p>[. . .]</p>	
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 <u>VII.5.1.1(f)</u> , 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 any anonymous surveys of students , the file shall not contain any unsigned material.	
	[. . .]	
VII.6	Input from Colleagues and Students	
	[. . .]	
VII.6.3	<p>Input from Members in the Candidate's Home Department</p> <p>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 any anonymous surveys of students, and any letters by students or faculty written with the expectation of confidentiality. Colleagues shall be given at least ten (10) working days to submit their comments. Such written views from colleagues will be added to the candidate's promotion file.</p>	

VII.7	Input from External Assessors	External Assessors – changed to facilitate earlier communication with external assessors; and changes to regularize language that was in Appendix M
VII.7.1	Any external assessors sought or required as part of a candidate’s reappointment, tenure, permanence or promotion consideration shall be selected according to this Article. At least one month before the on or before the applicable deadline for the submission of the Application, the Chair of the Committee shall provide to the Dean an up to date copy of the candidate’s full CV and 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, permanence or promotion, as applicable. The Dean shall provide external assessors with a copy of the relevant sections 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 or Permanency considerations, the Committee may choose to secure the views of external assessors to furnish assessments of the candidate’s scholarship and scholarly promise, consistent with their appointment per VII.3.1.2 or VII.3.1.3 . 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 on the relevant basis per VII.3.1.5 .	

<p>VII.9 Recommendation of COAP to the Provost</p> <p>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.</p> <p>VII.9.1.1 COAP shall be chaired by an academic administrator designated by the Provost. The Chair of COAP shall be non-voting.</p> <p>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.</p> <p>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.</p> <p>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 <u>1.2.5</u> 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</p>	<p>Housekeeping –reordered to improve clarity and remove redundant language. See new language at VII.15 Committee on Academic Personnel, below.</p>
---	---

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.11	Evaluation of Teaching Performance	<p>Changed to limit use of “student evaluations” to address equity concerns, including new terminology: Student Experience of Teaching Surveys (SETS)</p>
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. SETS provide important information about students’ experiences, but such opinions do not in and of themselves constitute an evaluation of teaching performance. Further, it is understood that not all opinions provided in Student Course Evaluations SETS are relevant to the assessment and evaluation of teaching.	
VII.11.4	Reviews of teaching performance may not rely exclusively on Student Course Evaluations, Student Experience of Teaching Surveys (SETS) , or student opinions. Full consideration shall be given to all materials required and permitted as part of any evaluation of teaching performance described in this agreement.	
VII.11.5	<p>Teaching includes, but is not limited to, the following activities performed by members:</p> <ul style="list-style-type: none"> (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 be based upon a review of all relevant information including but not limited to:

- (a) the teaching dossier submitted by the member, if applicable;
- (b) the size, type, 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~~ **Experience of Teaching Surveys** carried out in accordance with this agreement;
- (j) any pertinent accommodation arrangements.

VII.12	Teaching Dossier	
VII.12.1	<p>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.</p> <p>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.</p>	
VII.12.2	<p>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:</p> <ul style="list-style-type: none">(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~~ **surveys of** 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~~ Experience of Teaching Surveys (SETS)

VII.13.1 **The parties agree that Student Experience of Teaching Surveys (SETS), and any other surveys of student opinions, are for informing faculty about students' learning experiences and that the primary value of SETS for faculty lies in their potential to inform instructors in further developing their courses and teaching.**

VII.13.42 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~~ **SETS** 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.13.23 Members shall not be present when the students complete the ~~course evaluations~~ **SETS**, 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~~ **SETS** 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.13.34 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.

<p>VII.13-4.5 Each member's Student Course Evaluations SETS 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.</p>	
<p>VII.15 Committee on Academic Personnel</p> <p>VII.15.1 The meetings of COAP for all deliberations regarding reappointment, tenure, promotion, and merit shall be conducted according to the procedures set out in this article.</p> <p>VII.15.2 The composition of COAP shall be as follows:</p> <p style="padding-left: 40px;"> Academic Administrator designated by the Provost (ex officio)/ or University Librarian (ex officio) Six faculty members (two from each of the following decanal units: Sciences, Social Sciences, Humanities) One faculty member from either the School of Education or the Trent/Fleming School of Nursing One professional librarian member Administrative support from the Provost's office (serving as recording secretary and consultant) </p> <p>In the event Joint Committee determines that the workload for COAP warrants additional personnel on the Committee, the parties may agree to modify the composition of the committee for that year.</p> <p>VII.15.3 Quorum for COAP meetings, at which a reappointment, merit, 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</p>	<p>Housekeeping –reordering to improve clarity and remove redundant language</p>

member from the Library. Notwithstanding the above, in exceptional circumstances members may participate via the use of technology.

- VII.15.4** 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.15.5** 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.15.6** 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.

VIII.3	Allocation of Teaching and Departmental Duties – Faculty	Modified to clarify the process for appealing workload assignments. See also <i>Memorandum of Agreement re: Graduate Teaching and Supervision</i> , now included as part of the collective agreement to clarify work expectations relating to Graduate Teaching.
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 for all tenure-stream, teaching-intensive, and continuing LTA members will be recommended to the appropriate Dean by the department Chair following consultation with each 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	After receiving the Chair's recommendations for the allocation of teaching duties and departmental responsibilities, and after careful consideration of the factors outlined in <u>VIII.3.6</u>, the Dean will inform the department of staffing resources available normally no later than April 15. The department will be given the opportunity to reallocate teaching and departmental duties accordingly and submit a revised staffing plan to the Dean for approval by May 1st. The department Chair at the same time will share this plan with members of the department. 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.3.6

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.3.7

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, onload courses taught in the summer or off campus, 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

<p>has not taught in the previous four (4) years);</p> <ul style="list-style-type: none"> (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. 	
<p>VIII.3.8 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.</p> <p>VIII.3.9 The Dean shall endeavour to ensure that departments establish a maximum number of</p>	

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.3.10 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.3.11 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~~

	<p>Chair and to the Association, within ten (10) working days of receipt of the member's request for review.</p>	
<p>VIII.4.4</p>	<p>After receiving the Chair's recommendations for the allocation of teaching duties and departmental responsibilities, and after careful consideration of the factors outlined in <u>VIII.3.6</u>, 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.</p>	
<p>VIII.5</p>	<p>Member Appeal of the Allocation of their Teaching Duties</p>	
<p>VIII.5.1</p>	<p>To facilitate transparency, the Department Chair shall make available a list of teaching and service duties assigned for the current academic year. This list shall include each faculty member's graduate teaching and supervision, where known, on-load summer teaching, as well as the known (or projected) enrolments for each undergraduate course, and shall be made available to members of the Department normally no later than April 15.</p>	
<p>VIII.5.2</p>	<p>Members shall have the right to request reconsideration of their teaching and departmental responsibilities on the basis of VIII.3 to their Department Chair during the two-week period immediately following the receipt of the revised staffing plan from the department chair and no later than May 15th.</p>	
<p>VIII.5.3</p>	<p>Failing a satisfactory resolution with their Chair, the member may file an appeal with the Dean, copied to the Association, and should suggest a preferred resolution; possible resolutions include additional teaching support, committee reassignment, future considerations regarding scheduling of work assignments, banked course release, extra</p>	

<p>EYS, or overload stipends. This appeal to the Dean must be submitted in writing by June 1st. Failure to make such an appeal in this period negates any right the member has to have the assigned duties reconsidered. 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 appeal. The Dean should consider equity and fairness in making their decision, and will communicate their decision to the member, copied to the Department Chair and to the Association, within ten (10) working days of receipt of the member’s appeal.</p> <p>VIII.9 <u>Annual Performance Review – Faculty</u></p> <p>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.</p> <p>VIII.9.2 The purpose of this Annual Performance Review is to:</p> <ul style="list-style-type: none"> 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 <u>VIII.1.1</u>; b) 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 <u>VIII.1.1</u>; (bc) provide for formative support, dialogue, and mentoring; and accountability (ed) provide a basis for salary increments linked to satisfactory 	<p>APR – minor change to improve clarity & addition of reference to “accountability” to meet Employer’s need to use APRs to demonstrate accountability to government</p>

<p style="text-align: center;">performance-;</p> <p>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.</p> <p>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.</p> <p>VIII.9.5 In reviewing the member’s Annual Performance, the Dean shall take into account the following for the year in review:</p> <ul style="list-style-type: none"> (a) the member’s Annual Report; (b) the duties assigned to the member; (c) the member’s workload; (d) student experience of teaching surveys (SETS); <p>[. . .]</p>	
<p>IX.5 Protection of Intellectual Property not Subject to Copyright</p> <p>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.</p>	<p>IP – clarification re online course material</p>

<p>(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 <u>IV.7</u> 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.</p> <p>(c) Technical design for <u>online</u> course material such as learning objects, when not created by the member, remains the property of the Employer.</p> <p>[...]</p>	
<p>IX.6 <u>Copyrights</u></p> <p>IX.6.1 <u>Copyright</u></p> <p>(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.</p> <p>(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.</p> <p>IX.6.2 <u>Copyright in Instructional Materials</u></p> <p>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 online courses prepared by and delivered by a member using facilities as defined in Article <u>IV.7</u> shall vest in the member.</p>	<p>Update language and provide clarification re copyright in Trent Online Courses & rights of Employer to revise technical components of an online course, subject to member's approval</p>

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~~ Online 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~~ **online** courses created by the Member. Such licence shall not include the right to transfer or exploit the ~~distance education~~ **online** courses, in whole or in part. ~~The distance education~~ **Online** course material **content** 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 appointments, solely for the purpose of creating distance education, 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/~~ **department** proposes to offer a ~~distance education~~ **an online** 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~~ **online** 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

The Employer has the right to review and revise technical components of a course on an annual basis. Trent Online will provide a list of suggested revisions to the member, and Trent Online has the right to revise the technical components, subject to the member's

consent.

IX.6.4.34 A member, as owner and copyright holder of the ~~distance education~~ **online** course materials, retains the right to teach their ~~distance education~~ **online** 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 Trent Online Materials

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

Where the employer has provided assistance in the creation or development of an online 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 online 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. 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.

IX.6.6 Continued Ownership of ~~Distance Education~~ Online Materials

The Member shall hold copyright in any ~~distance education~~ **online content** materials developed during the Member's University employment. When a Member, who has created a ~~distance education~~ **an online** 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

<p>content or courseware.</p> <p>[. . .]</p>	
<p><u>ARTICLE X: IMPLEMENTATION OF TRENT ONLINE COURSES</u></p> <p>X.1 Distance Education Online courses shall not be used by the Employer to reduce or eliminate fulltime full-time academic positions at the University.</p> <p>X.2 Courses previously approved by Senate require decanal approval to be converted to distance education online format. Such a course conversion does not normally require Undergraduate Studies Committee approval. All other new distance education online courses must follow the normal course approval process.</p> <p>X.3 Course limits and enrolment caps on distance education online 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 online courses shall be made using the University procedures set out for all courses.</p> <p>X.4 Distance Education Online courses shall be taught by fully qualified personnel.</p> <p>X.5 No Member shall be assigned to develop or to deliver a Distance Education an online course without the prior agreement of the Member.</p> <p>X.6 In the event that a Member is asked to develop and or teach, for the first time, a Distance Education an online course, the Member shall receive appropriate professional development and technical support assistance so that s/he is they are specifically and comprehensively prepared to teach in this environment.</p>	<p>Housekeeping – change in terminology. The deleted section X.7 has been added to the previous article as shown above.</p>

<p>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 course, 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.</p> <p>X.87 Members teaching Distance Education online courses with enrolments of greater than fifty (50) students may apply for additional teaching support as per the usual procedure in <u>IV.8</u>.</p> <p>X.98 The development and teaching of distance education online courses shall be included in the allocation of teaching and departmental/program duties.</p> <p>X.109 Members shall submit Distance Education online course courses syllabi they have created as evidence to the appropriate evaluation committee concerned with the granting of reappointment, tenure or promotion, as per <u>VII.5.1.1</u>.</p> <p>[Changes from “Distance Education” to “online” throughout this agreement have been made to capture revised terminology and are not intended to convey a different meaning.]</p>	
<p><u>ARTICLE XIV: CLOSURE AND RESTRUCTURING OF A DEPARTMENT</u></p> <p>XIV.1 <u>Definitions</u></p> <p>XIV.1.1 Closure is the termination of a Department</p> <p>XIV.1.2 Restructuring is the redefinition of assigned workload as a result of the reorganization,</p>	<p>Clarification that reassigning a member from one campus to another constitutes redeployment.</p>

	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 or from one campus to another campus , which shall only occur as a consequence of closure or restructuring.	
XIV.2	<p><u>Multi-Year Planning</u></p> <p>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.</p>	
XIV.3	<u>Procedures for Closure or Restructuring</u>	
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 s 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	<u>Status of Members</u>	
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.	

<p>XIV.4.3 As an alternative to redeployment, a member may elect voluntary separation under the terms provided in <u>XV.12.1(b)</u> and <u>XV.12.2</u>. The Employer will provide to the Association the details of each voluntary separation.</p>	
<p>ARTICLE XVI: SALARIES AND BENEFITS XVI.1 Salary Scales</p> <p>The salary scales shall be as set out in Schedules A and AA.</p> <p>XVI.2 Compensation for Chairs and Directors of Departments</p> <p>XVI.2.1 Chairs and Directors of departments shall have the choice of receiving during their term as Chair/Director either an annual stipend or research allowance 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.</p> <p>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, except that members serving an initial term as chair of a department may receive an additional 0.5 course reduction in their first year. The course reduction a particular chair or director receives will be determined by their Dean, having received the recommendation of the search committee, and will be based on the anticipated administrative workload and should take into consideration (but not be limited to) the following factors:</p> <ul style="list-style-type: none"> 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; 	<p>Compensation for Chairs – added flexibility for chairs (stipend can be taken as a more tax effective research allowance; new chairs may receive additional 0.5 stipend; and in determining course reduction, the Dean must consider the Chair's research program)</p>

<p>iv. the scope and nature of practica, placements, internships, and exchanges managed by the department;</p> <p>v. the number and classification of administrative staff within department;</p> <p>vi. the number of faculty (including limited term) and sessional instructors in a department;</p> <p>vii. the number of teaching assistants, graduate assistants, demonstrators employed within a department;</p> <p>viii. the member’s ongoing research program.</p> <p>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.</p>	
<p>XVI.5 Benefits</p> <p>(f) Additional Extended Health Benefits</p> <p>[...]</p> <p>(viii) Psychological Care – up to \$700 as of July 1, 2019, \$1000 as of July 1, 2020, and \$1,250 as of July 1, 2021.</p>	<p>Benefits – improvements to psychological care benefits (current benefit = \$400)</p>
<p>XVI.6 Tuition Waivers</p> <p>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.</p> <p>For the duration of this agreement and subject to decanal approval, if it will be of benefit to the member’s performance of job duties at the University, the member shall have their normal academic fees waived for one (1) undergraduate credit between September and April, one (1) undergraduate credit between May and August at Trent University, and one domestic part time graduate program fee per term.</p> <p>Failure to successfully complete a course will result in the member being held financially responsible for the full course fee. Where the member has withdrawn from a Trent</p>	<p>Benefits – extension of tuition waiver to cover members who wish to enrol in courses at Trent for the purposes of professional development</p>

<p>course without academic penalty, the appropriate fee up to the date of withdrawal in accordance with Trent University policy will be charged to the member's account. Ancillary fees consisting of the College fee, Health Service fee, and Athletics fee will be waived. Members wishing to use the Athletics complex will be required to purchase a membership.</p>	
<p style="text-align: center;"><u>APPENDIX B: POLICY ON RESEARCH AND SCHOLARLY MISCONDUCT</u></p> <p>[. . .]</p> <p>7. Within 30 days of the receipt of the formal complaint the Vice President of Research shall appoint an internal or external investigator 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 investigator will carry out a detailed examination of the facts relevant to the allegation. The committee investigator will have access to all relevant documentation and will conduct interviews with (at a minimum) the complainant and the respondent. The Committee investigator 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 investigator will complete its their 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 investigator about whether the allegation had been substantiated.</p> <p>[. . .]</p>	<p>Policy on Research and Scholarly Misconduct – housekeeping change: added reference to investigator to reflect current practice</p>
<p style="text-align: center;">APPENDIX E: LETTER OF UNDERSTANDING RE: OFF-CAMPUS AND SPRING AND SUMMER SESSION TEACHING</p> <p>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</p>	<p>Teaching Intensive Appointments – changes to capture new title (from</p>

<p>Senior Lecturers teaching-intensive appointees may be required to teach courses in the Spring and Summer session as part of their normal load, provided that, in order to accommodate vacation entitlements, no member may be assigned to teach in all four academic sessions (Fall, Winter, Spring, Summer). subject to the terms of <u>Appendix M</u> "Conversion of LTAs and appointment of Senior Lecturers."</p>	<p>Senior Lecturer to Assistant & Associate Professor, Teaching Intensive; and to regularize language that was in Appendix M</p>
<p style="text-align: center;">APPENDIX J: LETTER OF UNDERSTANDING RE: COMPUTER RENEWAL</p> <p>As committed to in Appendix J, LOU Re: Computer Renewal in the 2016-2019 CA, the University in consultation with the Association developed the Trent Computer Renewal Program. The University agrees to continue the program as approved on March 19, 2015 for the duration of this collective agreement. Any changes to the Computer Renewal Program will be brought to joint committee for consultation.</p> <p>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.</p> <p>The logistics of this deployment, ownership, and network access implications will be developed by the</p>	<p>Housekeeping to reflect current practice</p>

<p>Department of Information Technology and will be brought to Joint Committee for information.</p>	
<p style="text-align: center;">LETTER OF UNDERSTANDING</p> <p>Re: LOU Appendix N: Letter of Understanding Re: Clarification Regarding the Creation of Schools and Departments</p> <p>Within 60 days of the ratification of the Collective Agreement the parties agree to form a sub-committee of Joint committee to develop recommendations to incorporate provisions from Appendix N to the policy on Creating Interdisciplinary Schools.</p>	<p>Housekeeping – the parties will meet to ensure that the provisions of Appendix N are included in the Policy on Creating Interdisciplinary Schools.</p>
<p><u>Appendix M: Conversion of LTAs and Appointment of Senior Lecturers</u> Delete</p> <p><u>NEW Memorandum of Understanding [not included in printed collective agreement]:</u></p> <p>Effective July 1, 2019, all members holding teaching-intensive appointments shall be credited with one half (1/2) EYS for each six (6) months of service since the start of their current appointment to be used toward sabbatical leaves, per V.2.7, and will no longer be eligible for Professional Leaves under V.3 of the 2016-2019 TUFA Agreement.</p>	<p>Teaching Intensive – change to reflect replacement of professional leaves with sabbaticals</p>
<p>NEW APPENDIX Department Hiring Committee</p> <p>For the duration of this Collective Agreement, to ensure appropriate expertise for faculty hiring the Department Committee (VI.1) may elect a Hiring Committee to serve in place of the Department Personnel Committee. All features of the Personnel Committee continue to apply, mutatis mutandis, to the Hiring</p>	<p>Department Hiring Committee – changed to allow departments</p>

Committee.	who wish to do so to experiment with the use of hiring committees specific to a particular hiring (aimed primarily at large departments)
<p style="text-align: center;">NEW APPENDIX: OVERLOAD TEACHING IN PROFESSIONAL MASTERS PROGRAMS</p> <p>Notwithstanding other restrictions on overload teaching, members who agree to teach a course in a new Professional Masters program or in an existing program as listed below, in addition to their regular teaching load, may receive an overload teaching stipend or credit for the course as described at VIII.5.3.</p> <p>List of Professional Masters Programs</p> <p>Master of Instrumental Chemical Analysis Master in Bioenvironmental Monitoring and Assessment Master of Science in Forensic Science Master of Science in Financial Analytics Master of Science in Big Data Analytics Master of Management</p>	Added to support members involved in the creation of Professional Masters programs

<p style="text-align: center;">LETTER OF UNDERSTANDING Re: Annual Performance Review- Faculty Timelines</p> <p>Within 60 days of the ratification of the Collective Agreement, the parties agree to form a sub-committee of Joint Committee to review the timing of the Annual Review Process below.</p> <p>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.</p> <p>VIII.8.2.3 The Annual Report shall cover the period of September 1 through August 30 as well as any periods previously reported on.</p>	<p>Housekeeping – commitment to review the timing of the APR process</p>
<p>Appendix MEMORANDUM OF AGREEMENT RE: GRADUATE TEACHING AND SUPERVISION</p> <p>Whereas, in bargaining the parties committed to collect data on graduate teaching, including supervision, and service on supervisory, exam, and defence committees; and;</p> <p>Whereas, it was also agreed in bargaining that the allocation of teaching and department duties would recognize all components of VIII.3.6, Including graduate teaching; and;</p> <p>Whereas, the data generated in conformity with Appendix K would be useful to the task of distributing faculty course and teaching duties in a fair and equitable manner.</p> <p>Now, Therefore, the parties agree as follows:</p> <ol style="list-style-type: none"> 1. The Dean of Graduate Studies shall annually compile data on graduate teaching, including supervision. These data shall be provided to chairs and Deans in time for their incorporation into the staffing plans as appropriate. 	<p>Parties agreed to include this MoA in the CA as a guide to the appropriate inclusion of graduate teaching and supervision in the determination of faculty workload</p>

<ol style="list-style-type: none"> 2. Deans will ensure adequate resources such that faculty members' contributions to graduate education are fairly and equitably compensated. 3. To comply with VIII.4.2 of the TUFA Collective agreement, the summary list of final teaching allocations shall include each faculty member's graduate teaching and supervision. 4. The University will provide training to chairs in 2019-2020 with regards to #1 above. <p>Signed Feb. 1, 2019</p>	
<p style="text-align: center;">Memorandum of Agreement Student Experience of Teaching Surveys</p> <p>Within 90 days of the signing of this Agreement, the parties agree to undertake a joint review of survey instruments, formerly called "Student Course Evaluations" used at Trent. The aim of this review are to:</p> <ol style="list-style-type: none"> 1. Review research and best practices in student surveying. 2. Develop guidelines for departments to develop discipline-specific SETS that assess student experience. 3. Develop guidelines for faculty making personnel recommendations on how to read, interpret and use SETS, in order to assess the inherent bias of student surveys. 	<p>New Appendix to address continued use of SETS in evaluative processes.</p>
<p style="text-align: center;">Memorandum of Agreement Re: Equity, Diversity, and Inclusion</p> <p>WHEREAS the University is a signatory of the Dimensions Charter, and has committed to the principles therein;</p> <p>WHEREAS the University has established a Senate Committee on Indigenous Education to advance indigenization at the University;</p>	<p>New Appendix lays out process by which the parties will determine a plan for advancing equity, diversity and inclusion</p>

WHEREAS, the Parties wish to affirm their commitment to the goal of advancing equity, diversity, and inclusion; and,

WHEREAS, consultation of the Employer with the TUFA membership will be required to formulate plans for achieving this goal;

Now, THEREFORE, the parties agree:

Joint Committee shall establish a committee, which will determine a procedure for this consultation. Following the consultation process, the Sub-Committee will make recommendations to the Provost on how to advance equity, diversity and inclusion within the faculty ranks.

In particular, the Sub-committee is directed to consider the following areas:

- a) a review of recruitment and hiring practices;
- b) workplace improvements that contribute to an environment of inclusion as well as, one free of bias, harassment and discrimination;
- c) recommendations for the development of tools, training, support and resources to help all members achieve EDI goals;
- d) mentorship initiatives to eliminate inequities and obstacles faced by members;

The Sub-committee's final report shall be delivered to the Provost within twenty-four months of the ratification of this agreement.

Upon review of the report, the Provost shall provide a response to the review to be shared with the Joint Committee.

within the
faculty ranks.

New APPENDIX: Collaborative research ventures

WHEREAS members can increase the scientific capacity and reputation of the University through a variety of collaborations; and,

WHEREAS Office of Research pre-approval is required on collaborative research ventures involving University resources; and,

WHEREAS the parties have discussed the value of undertaking a Research Activities Review; and,

WHEREAS a Research Activities Review will be initiated in Fall 2019, but will take some time to complete as per Appendix [LOU on Review].

The parties recognize that:

- Office of Research pre-approval on collaborative research ventures involving University resources shall not be unreasonably delayed or denied;
- The principles of academic freedom, as outlined in article I.2.3, apply in the Office of Research's consideration and approval of collaborative joint ventures;
- the University may decide not to approve a proposed collaborative research venture based on reasonable criteria. These criteria will be shared with Joint Committee by October 30, 2019; and,
- Third-party involvement may be required to manage potential conflict(s) of interest and may be initiated by the member, TUFA or the University.

New Appendix to address concerns with the process by which collaborative research ventures are approved by the Office of Research.

Letter of Understanding re: Research Activities Review

The parties agree that the University shall appoint a qualified external reviewer to conduct a review of the Research Office. The President will meet with the Association to hear their concerns, prior to appointing an external reviewer. The external reviewer shall be appointed by the President and the review shall be initiated no later than 30 September 2019 with a final report and recommendations due to the President by 15 April 2020.

The reviewer's final report shall:

1. Advise on the mandate, culture, policies, practices of Trent's Research Office;
2. Review the financial operations including resourcing and the use of overhead including indirect costs and other revenues, generated by and/or used to support research activities at Trent;
3. Make recommendations relating to the systemic improvement of the University's ongoing support of its faculty researchers, the streamlining of processes, and the facilitation of applications for external funding;
4. Address the role of the Research Office in facilitating collaborative research ventures;
5. Consider the mechanism by which allegations of conflict of interest in research are addressed;
6. Address the requirement for the disclosure of external research activities;
7. Consider comparable policies, practices and services at other Ontario Universities.

The reviewer shall consult with a panel of TUFAs representing a cross-section of the faculty selected by the Association, and also with members of the administration, including the Deans, Provost and Vice-President Research.

The President shall provide the Association with a summary of the recommendations from the review by 1 September 2020.

Following the receipt of recommendations, the parties agree to undertake a joint review of Research policies in light of these recommendations. Within 30 days of receipt of the recommendations, Joint Committee shall determine the procedure for the review and may delegate this review to a joint sub-committee. Joint Committee shall, on or before January 2021, make recommendations to the Vice President of Research and

New Appendix to address member concerns regarding the operations of the Office of Research.

<p>Innovation concerning necessary policy revisions. Timelines may be extended by mutual agreement of the parties.</p>	
<p style="text-align: center;">LETTER OF UNDERSTANDING <u>RE: Joint Committee – Subcommittee on Benefits Amendments</u></p> <p>The Parties agree that a Subcommittee of the Joint Committee, will meet to review, explore, and discuss features of the Trent University Group Benefits Plan. The subcommittee shall advise TUFA and the Administration of any proposed recommendations in advance of the next collective bargaining process.</p>	<p>New Appendix Creation of Benefits Subcommittee</p>

Peterborough, Ontario, Canada
 IN THE MATTER OF CONVERSION TO THE UNIVERSITY PENSION PLAN

Between:

The Trent University Faculty Association (the "Association")

- and -

The Board of Governors on Behalf of Trent University (the "Board") (collectively, the "Parties")
**MEMORANDUM OF AGREEMENT REGARDING CONSENT TO THE CONVERSION TO THE
 UNIVERSITY PENSION PLAN (the "UPP CONSENT MOA" or "MOA")**

WHEREAS the Parties have reached agreement on the terms of a renewal collective agreement dated July 1, 2019 which shall expire on June 30, 2022 (the "Renewal Collective Agreement");

AND WHEREAS the Parties have reached a conditional agreement regarding the conversion of The Contributory Pension Plan for TUFA Employees of Trent University (the "Plan") to a sector-wide defined benefit jointly sponsored pension plan, the University Pension Plan ("UPP"), following both the UPP's registration as a registered pension plan, which is anticipated to be effective as of January 1, 2020, and after the date on which the first members of the UPP will begin contributing and earning pensionable service, which is anticipated to be July 1, 2021 or such later date as is required by the regulatory authorities or as agreed by the joint sponsors (the "UPP Accrual Date");

AND WHEREAS subject to the pre-conditions set out in this MOA being met in full, the Parties wish to enter into this UPP Consent MOA to provide for the Association's consent in accordance with the relevant provisions of the Ontario *Pension Benefits Act* and Regulations thereunder ("PBA") to the conversion and transfer of assets to the UPP and for related amendments to the Collective Agreement;

NOW, THEREFORE, subject to ratification by their respective principals, the Parties agree as follows:

Conversion under the Pension Benefits Act

1. The Association agrees to consent on behalf of all employees in the bargaining unit participating in or eligible to participate in the Plan and covered by the Renewal Collective Agreement (the "Trent Faculty Members") to the conversion of the Plan to the UPP under section 80.4 of the PBA, through an application by the Board to the Chief Executive Officer ("CEO") of the Financial Services Regulatory Authority ("FSRA") to transfer the Plan's assets and liabilities to the UPP (the "Trent Transfer Application").
2. Subject to the pre-conditions set out in this UPP Consent MOA under paragraph 4, and provided the consent in paragraph 1 is provided in accordance with the PBA, the Board agrees to submit the Trent Transfer Application on a date to be determined by the Board and in accordance with the PBA, with an

Pension
 Consent to Join
 UPP

effective conversion date that is after the UPP Accrual Date, which conversion date for Trent is currently anticipated to be January 1, 2022 (the “Trent Conversion Date”).

3. The Association agrees to support the Trent Transfer Application, when made.

Preconditions to the Conversion

4. The submission of the Trent Transfer Application is subject to the following pre-conditions:
 - i. Approval of the UPP joint sponsors to the Board becoming a participating employer under the UPP with respect to the Plan on transfer of the Plan’s assets and liabilities to the UPP, on terms and conditions agreed between the UPP joint sponsors and the Board, and the completion of a UPP participating employer agreement;
 - ii. Completion of an agreement providing for the transfer of assets between the Board and the UPP joint sponsors as required by the PBA; and
 - iii. The PBA thresholds for consent (active members) and non-objection (inactive members) has been met;
5. The conversion of the Plan to the UPP, is also conditional upon the prior approval of the CEO of FSRA to the Trent Transfer Application.

Participation in the UPP

6. Effective on the Trent Conversion Date, the Trent Faculty Members shall commence accruing pensionable service under and making contributions to the UPP in accordance with the terms of the UPP and shall no longer accrue pensionable service under, make contributions to, or have any entitlements or rights under the Plan and the Plan shall, as of the Trent Conversion Date, cease to exist as a separate pension plan.
7. Employees represented by the Association who are not members of the Plan as of the Trent Conversion Date will join or be eligible to join the UPP, as applicable, in accordance with its terms.
8. The terms of the UPP will be consistent with those terms set out in the Milestones Agreement amended as of October 18, 2018, and as the same may be amended from time to time in writing, and which shall be superseded by those terms that are provided under the definitive documentation establishing the UPP, as the same may be amended from time to time by the joint sponsors in writing.

Member/Employer contributions under the UPP

9. Effective on the Trent Conversion Date, the UPP total contributions will be shared equally between the members and the employer (50/50), and subject to change thereafter as determined by the joint sponsors of the UPP, including any funding policy developed by the joint sponsors. For information only, it is anticipated that the contribution rate for the members and employers on the UPP Accrual Date will each be:
- 9.2% on pensionable salary up to the YMPE¹; and
 - 11.5% on pensionable salary above the YMPE.

Pension Contribution Offset

10. Effective January 1, 2020, and upon implementation of the contribution increase referred to in the SRA and Fifth Pension Framework LOU, and above, a special One-Time-Only adjustment of 1.2% to base salary, for employees in the bargaining unit on January 1, 2020.

Unreduced Early Retirement

11. Effective on the Trent Conversion Date for retirements occurring on and after the Trent Conversion Date, the Board shall amend the Plan to provide for unreduced early retirement under the Plan based on pensionable service earned prior to the Trent Conversion Date if a Trent Faculty Member has both attained age 60 and has at least 80 age plus continuous service points.

Amendments to Renewal Collective Agreement

12. Effective on the Trent Conversion Date, the Renewal Collective Agreement and any further renewal collective agreement between the Parties in effect on the Trent Conversion Date, will be deemed for all purposes to be amended in a manner and to the extent necessary to reflect all of the terms and conditions of this UPP Consent MOA, including, without limiting the generality of the foregoing:
- i. The collective agreement provisions listed in Schedule A shall be amended or deleted as applicable as set out in Schedule A and shall be dealt with according to the Proposed Treatment for each such provision as set out in Schedule A.
 - ii. The incorporation of “no grievance and arbitration provisions” respecting pension matters – i.e. any and all issues related to the UPP shall not constitute a “difference” between the Parties for the

¹ Year’s Maximum Pensionable Earnings under the Canada Pension Plan

purposes of the Ontario *Labour Relations Act* or any collective agreement between the Parties in effect on and after the Trent Conversion Date and must be addressed under the provisions of the UPP and whatever mechanism the joint sponsors may implement for issues or disputes related to the UPP and that it is the intention of the Parties that an arbitrator appointed under the collective agreement shall have no jurisdiction to hear any grievance referred to arbitration or grant any remedy in any way related to the UPP.

- iii. Acknowledgement that the terms and conditions of the UPP are not subject to collective bargaining, save and except for mutual agreement in writing to withdraw from the UPP pursuant to and in accordance with the terms and conditions of the UPP, including any notice provisions, for doing so.

Conditions and Enforcement of this MOA

- 13. This MOA is expressly conditional on the contemporaneous execution, by the Parties, of the Renewal Collective Agreement. If this condition is satisfied this MOA and the Renewal Collective Agreement are capable of being ratified by the Parties.
- 14. The Parties to this MOA agree to unanimously recommend to their principals the ratification of this MOA.
- 15. If ratified, this MOA shall be appended to and form part of the Renewal Collective Agreement and any renewal collective agreement in effect before the-Trent Conversion Date and notwithstanding the grievance and arbitration provisions of any collective agreement, William Kaplan shall be seized as arbitrator of any issues related to the interpretation, application, administration or alleged violation of this MOA. If William Kaplan is unable or unwilling to serve as arbitrator then Eli Gedalof shall be seized as arbitrator.

Dated at the City of Peterborough this ____ day of November, 2019.

On behalf of the Association

On behalf of the University

Schedule "A"	
Current Collective Agreement Provision	Proposed Treatment
<p>1.2.4 Discrimination and Harassment</p> <p>1.2.4.1 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,</p>	<p>Remove "or the retirement provisions of the Trent University Pension Plan"</p>

<p>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.</p>			
<p>III.4.1 Position of Part time Members</p> <p>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:</p> <p>i) Pensionable service will accrue on a pro-rata basis with employee</p>	<p>Delete i). To be addressed in UPP text</p>		

<p>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 halftime salary);</p>			
<p>III.4.2 Revision from Full Time to Part Time Status</p> <p>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.</p>	<p>Retain as is.</p>		
<p>V.2 Sabbatical Leaves</p> <p>V.2.7 Salary and Benefits</p> <p>V.2.7.3 The Board shall provide to the</p>			

<p>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.</p>	<p>Remove "pension". Contributions to UPP during leaves to be addressed in UPP text.</p>		
<p>V.5 Unpaid Leaves 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</p>	<p>Remove "pension". Contributions to UPP during leaves to be addressed in UPP text.</p>		

<p>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.</p>			
<p>V.7 Eligibility for Pregnancy, Maternity and Parental Leave Sub-Plan(s)</p> <p>V.7.3 Parental/Adoption Leave and Sub Plan [note the numbering of V.7.3.2 is incorrect. This refers to both maternity and parental/adoption leave so is not a subsection of V.7.3.]</p> <p>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</p>	<p>Remove "pension and". Contributions to UPP during leaves to be addressed in UPP text.</p>		

<p>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.</p>			
<p>V.9 Court Leave 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.</p>	Retain.		
<p>XV Financial Exigency 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.</p>	Retain.		
<p>XVI Salaries and Benefits</p>			

XVI.5 Benefits

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 144 (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-

Delete. Parties to agree on appropriate supplementary retirement arrangements provisions prior to Trent Conversion Date.

<p>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.</p> <p>(c) The Pension Framework for TUFA Collective Agreement, 2013-2016, included below as Appendix L, "Fourth Framework Agreement", forms part of the Agreement.</p> <p>(d) The Pension Framework for TUFA Collective Agreement, 2016-2019, included below as Appendix R, "Fifth Framework Agreement", forms part of the Agreement.</p>			
<p>Appendix F: Second Framework RE: Agreement on Retirement Benefit Issues (Nov 2005)</p>	<p>Delete.</p>		
<p>Appendix G MoA re Notification of Retirement</p> <p>In order to facilitate planning in Departments, members who intend to retire should notify the Dean, in writing, with a copy to the Provost,</p>	<p>Appendix G</p> <p>In order to facilitate planning in Departments, members who intend to retire should notify the Dean, in writing, with a copy to the Provost, at least six months in advance of</p>		

<p>by October 15th of the year prior to the anticipated July 1st retirement date.</p> <p>Such notification may only be revoked prior to June 30th by written agreement of the Department, and Provost.</p>	<p>their anticipated retirement date.</p> <p>Such notification may only be revoked by written agreement of the Department, and Provost.</p>	
<p>Appendix H: Third Pension Framework for TUFA Collective Agreement, 2009-2012</p>	<p>Delete.</p>	
<p>Appendix L: Fourth Pension Framework for TUFA Collective Agreement, 2013-2016</p>	<p>Delete.</p>	
<p>Appendix R: Fifth Pension Framework, 2016-2019</p>	<p>Delete.</p>	
<p style="text-align: center;">LETTER OF UNDERSTANDING</p> <p style="text-align: center;">RE: SUPPLEMENTAL/AGGREGATE RETIREMENT ARRANGEMENT [SRA/ARA]</p> <p style="text-align: center;">and the</p> <p style="text-align: center;">FIFTH PENSION FRAMEWORK 2016-2019</p> <p><i>Whereas</i>, the parties have reached a Memorandum of Agreement [MOA] regarding the transition of the</p>		<p>SRA (Pension)</p>

Trent Registered Pension Plan [RPP] to the University Pension Plan [UPP], currently anticipated to be effective January 1, 2022 (Trent Conversion Date);

And Whereas, the parties further recognize that this transition will impact the current Trent SRA/ARA as the UPP will not have an SRA attached to it.

And Whereas, the parties also recognize that there remain outstanding provisions from the Fifth Pension Framework from the 2016 to 2019 Collective Agreement;

Therefore, conditional upon the ratification of the MOA and the renewal collective agreement, the parties agree to the following:

1. Not to implement section 2 of the Fifth Pension Framework (reduction in 2.0% benefit rate for future service), with the agreement that, subject to CRA approval, required member contribution rates will increase effective January 1, 2020, from the current 9.0% to 9.2% below the YMPE, and 11.5% above the YMPE;
2. Effective June 30, 2019, apply 5 (a) of the Fifth Pension Framework and amend the RPP to apply the plan's early retirement reduction factors to the Income Tax Act maximum pension, on a permanent basis;
3. Effective as of the Trent Conversion Date, continuation of SRA for TUFA members participating in the UPP, with the following terms:
 - (i) SRA pension calculated as follows, with no implementation of the cap under 5(b) of the Fifth Framework Agreement:

2% x Final Average Earnings over 5-years, as defined in the current SRA, at retirement/termination x pensionable service transferred into UPP, less ITA maximum pension for same period of service

plus

1.6%/2.0% x Final Average Earnings over 5-years, as defined under the current SRA, at

retirement/termination (with the breakpoint at 4-year average YMPE or YAMPE as defined under the UPP) x pensionable service earned under UPP, less ITA maximum pension for same period of service.

- (ii) No member contributions to the SRA.
- (iii) Normal form for members with a spouse at retirement to be a fully subsidized 60% survivor pension (subject to spousal age adjustment) for SRA pension in respect of pensionable service transferred into the UPP and pensionable service earned under the UPP, but with no optional payment forms. Normal form for members without a spouse at retirement to be a lifetime pension with a guaranteed of at least 120 monthly payments, but with no optional payment forms.
- (iv) No unreduced early retirement provision for SRA pension in respect of pensionable service transferred into the UPP and pensionable service earned under the UPP; ~~current~~ early retirement reductions of 0.5% for each month that early retirement precedes normal retirement date as defined under the UPP, will be applied to SRA pension calculated above.
- (v) No indexation after retirement/termination applied to SRA pension.
- (vi) No change to the provisions for SRA pension benefits for retired and deferred vested members as of the conversion date to the UPP.
- (vii) Elimination of the requirement to fund the SRA/ARA and to maintain assets in the SRA fund equal to 5 years of SRA pension payments (effective as of the date of this renewal collective agreement).
- (viii) The changes to the SRA and ARA documents required to implement this LOU will subject to review by the sub-committee of the Joint Committee with any matters of dispute to be resolved through the existing provision in the Collective Agreement.

4. This LOU forms part of the renewal collective agreement and will be included as an Appendix in the 2019-2022 collective agreement.

LETTER OF UNDERSTANDING

RE: TUFA Pension Merger – Transition Issues

WHEREAS the Parties have recommended ratification of the UPP Consent MOA and the Supplemental Retirement Arrangement (SRA) MOA to their principals; and,
 WHEREAS the Parties understand that the Board, as the plan Administrator of the *Contributory Pension Plan for TUFA Employees of Trent University* (known as the Registered Pension Plan or RPP), has ultimate responsibility to oversee the transition of the RPP to the UPP and further recognize that this transition will be a complex process overseen by the FSRA (Financial Services Regulatory Authority) and will be regulated accordingly;

NOW THEREFORE, the Parties agree:

1. Recognizing that timing of the merger of the Trent RPP will be prescribed by the processes as defined by the UPP and FSRA, the Board shall take all reasonable and necessary actions to apply and seek approval from the CEO of FSRA for the merger of the TUFA RPP and the UPP; and
2. With regard to “Schedule “A”” of the UPP Consent MOA, the Board, in arranging the merger with the UPP, shall request that the proportional payment of pension contributions for members on leaves, including sabbaticants, continues.
3. To facilitate the transition to the UPP, and recognizing that the Board is the legal Administrator with prescribed responsibilities, the Parties agree to form a sub-committee of Joint-Committee as follows:

In the spirit of the UPP, the mandate of this sub-committee is to improve communication and collaboration, including open and transparent dialogue between the Parties,

The sub-committee will be comprised of three representatives from the Association and three representatives from the Employer.

This sub-committee will have a standing meeting every second month with the possibility of additional meetings as required or requested.

The sub-committee will oversee implementation of this LOU and will:

 - a. Understanding that some communications are solely the responsibility of the Administrator, develop joint communications to plan members as appropriate, including a communication strategy;
 - b. Solicit and share member feedback to help guide the Parties’ communication strategy;
 - c. Invite content experts to consult as necessary;

Pension
Transition

<ul style="list-style-type: none"> d. Consult regarding the application to the UPP Sponsors, as defined by the UPP process; e. Exchange information on the status of the application to the FSRA, with the aim of taking all reasonable and necessary steps to acquire approval by the CEO of the FSRA; f. Provide updates on the status of the UPP and the potential impact on the projected time line for Trent’s application; g. Ensure that TUFA members holding a time-limited part-time appointment as of the Trent Conversion Date are advised of anticipated changes to their pension contributions and entitlements, if any; h. Share information on the status of special payments related to the 2019 valuation and any impact on the academic budget and Association members; i. Subject to approval by FSRA, provide information on the status of the merger of the RPP to the UPP, and the subsequent winding up of the RPP, once all of the assets and liabilities of the RPP have been transferred to the UPP. 	
<p style="text-align: center;">LETTER OF AGREEMENT</p> <p style="text-align: center;"><u>RE: Applicability of Bill 124</u></p> <p>Whereas, the Province of Ontario has tabled the <i>Protecting a Sustainable Public Sector for Future Generations Act, 2019</i> (Bill 124) which, if passed, includes a “moderation period” during which salaries are to be constrained; and</p> <p>Whereas, in the proposed regulatory environment, the Parties believe the SAA adjustment contained within the TUFA Collective Agreement will, when calculated as per Schedule A of the Collective Agreement, meet the constraints identified by the Act; and</p> <p>Whereas, the Parties have agreed to provide a pension contribution offset adjustment of 1.2% to employees in the TUFA bargaining unit to offset the contribution rate increase referred to in UPP Consent MOA; and</p> <p>Whereas, the Parties recognize that, if passed, Bill 124 may include a provision that allows the Minister (as defined by the Act) to make an order that a collective agreement is inconsistent with the Act;</p> <p>Therefore, the parties agree that:</p>	<p>Applicability of Bill 124</p>

In the event the Minister makes an order that the Collective Agreement is inconsistent with the Act on account of the salary parity provisions, the annual salary adjustment provided for under the parity provisions shall be set to 1%;

In the event the Act, when passed, does not include a provision permitting an adjustment to offset the increased pension contributions, the Parties agree to defer the increase in pension contributions until the Trent Conversion Date and that the benefit accrual rate under Section 6.01 of the RPP and Section 5.01 of the SRA, as agreed to in the Fifth Framework Agreement, shall be amended from 2.0% to 1.80% of Final Average Earnings on Pensionable Service, effective at 11:59 pm on December 31, 2019. For clarity, the revised accrual rate would apply only to Pensionable Service earned after the amendment takes effect.

**MEMORANDUM OF SETTLEMENT
IN THE MATTER OF NEGOTIATIONS
FOR A RENEWAL COLLECTIVE AGREEMENT**

1. The Parties agree that the terms of this Memorandum constitute full settlement of all matters in dispute.
2. The members of the Parties' respective negotiating committees hereby agree to unanimously recommend to their principals for ratification a renewal Collective Agreement on the terms set out herein.
3. The Parties agree to hold ratification votes within 30 days of the signing of this agreement.
4. The term of the Collective Agreement will be from July 1, 2019 to June 30, 2022.
5. The Parties agree that the Collective Agreement shall include the terms of the previous agreement that expired June 30, 2019, and all amendments set out in Appendix A of these Minutes of Settlement.

- | | |
|---|--|
| <ol style="list-style-type: none">6. The Parties agree that the Letter of Understanding related to legislative requirements will not be published in the Collective Agreement.7. The Parties agree that all other features of this agreement come into effect as of the date of ratification by the Association or the University, whichever date is later, unless otherwise specified herein.8. The renewal Collective Agreement will have no retroactive effect whatsoever unless specifically and expressly set out herein.9. The renewal Collective Agreement will be in the form of the predecessor Collective Agreement subject to a housekeeping review for numerical consistency, cross- referencing, etc. | |
|---|--|