**LETTER OF UNDERSTANDING**

**- between -**

**TRENT UNIVERSITY**

**(hereinafter referred to as "the University")**

**- and -**

**THE ONTARIO PUBLIC SERVICE EMPLOYEES' UNION, LOCAL 365**

**(hereinafter referred to as "the Union")**

# Re: APPENDIX X- Backfill of Contract Positions

*Whereas*, Trent University recognizes the value and importance of providing staff professional development opportunities and opportunities for career growth; and

*Whereas*, the parties seek to support Managers’ ability to fill contract vacancies in a timely and efficient manner; and

*Therefore*, when an OPSEU contract vacancy exists, the Parties agree to the following protocol:

1. Members in the Career Development program will be considered for contract vacancies prior to other applicants as per Article 19.1.
2. If the vacant contract position is not filled by a member in the Career Development program, other internal members will be considered for a Contract Secondment opportunity, subject to the conditions outlined below.
3. Posting requirements for the Contract position(s) will be as outlined in Article 18.1, unless otherwise agreed upon by the parties.
4. A member can apply for or be appointed to a contract Secondment at any band, subject to the provisions listed below. The contract position’s band and the step will be in accordance with Article 13.10 in the case of a promotion, or closest to the current rate of pay in the case of later lateral transfers or movement to a lower banded position.
5. An internal member may be considered for a Contract Secondment when:
   1. The seconded staff member meets the qualifications (core plus equivalency) of the vacant position, subject to assessment through an interview and/or testing; and
   2. The secondment makes operational sense. In determining operational sense, the following considerations will be taken into account:
      1. the seconded staff member is able to perform the contract work with limited training;
      2. The seconded staff member’s vacant home position is anticipated to be able to be filled for the duration of the secondment;
      3. the employee must be available for the duration of the contract vacancy.
   3. The Employer reserves the right to determine operational priorities and may decide that a staff member is not able to be released to a Contract Secondment position if there is a valid business reason that the member is required to stay in their home position.
   4. Subject to approval of the outgoing manager(s).
6. Prior to offering a Contract Secondment appointment, the Employer will advise the Union of the backfill plan.
7. Internal applicants will be considered at the same time as external candidates.
8. In the event that multiple internal candidates, or an internal and an external candidate are determined to be relatively equal, as outlined in Article 18.3, seniority or internal status will be the deciding factor.
9. During the time that a member is in a Contract Secondment assignment, their home position will be held and may be filled by another internal member, subject to the provisions of Article 10.1 (c), Article 13.14, and the terms and conditions of this Letter of Understanding.
10. The parties agree that any permanent changes affecting OPSEU positions shall be brought forward to OPSEU as a restructuring in accordance with Appendix V – Restructuring.
11. The parties agree to review the terms and conditions of this Letter of Understanding after a six-month trial period. At the conclusion of the six-month trial period, the parties will review the status of the agreement. At any time, the terms above may be renegotiated by the parties at Joint Committee.

Signed at Peterborough this 5 of May, 2020

Adele Devlin Dana Large

(On behalf of the Union) (On behalf of the University)