



The Collective Agreement

Between

The Board of Governors
On Behalf of Trent University

And

The Trent University Faculty Association

July 1, 2022 to June 30, 2025

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Article I: General Provisions

I.1 Definitions

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

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

"Association" means the Trent University Faculty Association.

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

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

"COAP" means the Committee on Academic Personnel.

"Chair" or **"Director"** means the academic head of an academic unit duly constituted by Senate and the Board and appointed according to the procedures herein. Any reference to "Chair" or "Director" shall be deemed to apply *mutatis mutandis* to all Department Chairs or School Directors. Where reference is to a "Graduate Director" this shall be specifically noted.

"Collegial Chair" means the TUFA member elected to serve as the chair of the personnel, and/or tenure committee, in the School of Education or the Trent/Fleming School of Nursing. Otherwise, the term "Chair" when used in reference to the School of Education and the Trent/Fleming School of Nursing, shall be understood to mean the Dean.

"Days" where in the text of this Agreement reference is made to "days" this shall be interpreted as calendar days, but where reference is made to "working days" this shall be interpreted as the days Monday through Friday, but excluding statutory holidays and any other days that the University is closed.

"Dean" means the Dean of Humanities and Social Sciences, Dean of Science, Dean and Head of Trent University Durham, or the Dean of the School of Education, or the Dean of the Trent Fleming School of Nursing, or the chief academic administrative officer of any other faculty as may be duly constituted by Senate and the Board.

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

“Department” means any of the Departments of Anthropology, Biology, Chemistry, Computer Science, Cultural Studies, Economics, English Literature, Forensics Science, French and Francophone Studies, Gender and Social Justice, History, Kinesiology, International Development Studies, Mathematics, Philosophy, Physics & Astronomy, Political Studies, Psychology, Social Work, Sociology, and the following Schools: Chanie Wenjack School for Indigenous Studies, School of Education, 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. Any reference to “department” shall be deemed to apply *mutatis mutandis* to undergraduate departments, programs, and schools.

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

“Graduate Program” means any duly constituted graduate program.

“Joint Committee” means the Joint Committee on the Administration of the Agreement.

“Member” means a member of the bargaining unit.

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

“Parties” means the Association and the Board as defined above.

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

“Program Coordinator” means a member administering an academic program.

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

“Regular academic session” means the Fall/Winter terms.

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

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

“SETS” means “Student Experience of Teaching Surveys”, or predecessor instruments collected pursuant to a Collective Agreement in force at the time.

“Underrepresented Groups” means those groups identified as such by the tri-

Agency, at the time of signing: women, Indigenous People (First Nations, Inuit and Métis), persons with disabilities, members of visible minorities or racialized groups, and LGBTQ2+ people.

"University Librarian" means the chief administrative officer of the Library as appointed by the Board, regardless of the title given to such an officer. Any reference to "Dean" shall be deemed to apply *mutatis mutandis* to the University Librarian in matters affecting librarian members.

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

I.2 Purposes

I.2.1 Ideals and Goals

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

I.2.2 Purpose of the Agreement

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

I.2.3 Academic Freedom

The common good of society depends upon the search for knowledge and its free exposition. Academic freedom in universities is essential to both these purposes in the teaching function of the University as well as in its scholarship and research. Academic staff shall not be hindered or impeded in any way by the University or the Association from exercising their legal rights as citizens, nor shall they suffer any penalties because of their exercise of such legal rights. The parties agree that they will not infringe or abridge the academic freedom of any member of the academic community. Members of the academic community are entitled, regardless of prescribed doctrine, to freedom in carrying out research and in publishing the results thereof, freedom of teaching and of discussion, freedom to select, acquire, disseminate, or use information, freedom to criticize the University and the Association, and freedom from institutional censorship. Academic freedom does not require neutrality on the part of the individual. Rather, academic freedom makes commitment possible. Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for

knowledge. The claim of academic freedom shall not excuse members from meeting the duties and responsibilities set forth in VIII.1.1(a) and VIII.1.2(a) of this Agreement, provided that the allocation of such duties and responsibilities in accordance with VIII.3 through VIII.8 shall not conflict with principles of academic freedom.

I.2.4 Discrimination and Harassment

I.2.4.1 The parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practised by either of them with respect to any member in regard to any matter including salaries, rank, appointment, promotion, tenure, permanency, re-appointment, dismissal, sabbatical leave, fringe benefits, or any other terms and conditions of employment by reason of age (except as required by statute), race, language (except where the lack of language competence would clearly prevent the carrying out of the required duties), creed, colour, ancestry, ethnic origin, place of origin (birth place), citizenship, political or religious affiliation or belief, sex, pregnancy, gender identity, gender expression, sexual orientation, marital status, family status, number of dependents, clerical or lay status, disability (except where the disability would clearly prevent the carrying out of the required duties), place of residence (except where place of residence at such distance from the University significantly restricts members from carrying out their duties and responsibilities), or membership or activity in the Association or other legal associations.

The parties are committed to providing equal treatment with respect to employment without discrimination as required by the *Ontario Human Rights Code*. The University is committed to meeting the requirements of the *Accessibility for Ontarians with Disabilities Act* to address a workplace free of barriers.

I.2.4.2 Measures implemented by the parties under the Collective Agreement, in relation to the University's Employment Equity program, are not intended by the parties to be discriminatory within the meaning of I.2.4 or under the relevant provisions of the *Ontario Human Rights Code*.

I.2.4.3 The parties agree that harassment, and discrimination falling under the jurisdiction of the "Discrimination and Harassment Policy", shall be subject to the provisions of Appendix C.

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

Nothing in this Article or in Appendix C is intended to limit the authority of those individuals charged with supervising others, counselling others, informally resolving complaints or conducting job performance appraisals.

Nothing in this Article or in Appendix C is intended to restrict or inhibit a member's right to file a complaint with the Ontario Human Rights Commission.

Nothing in this Article or in Appendix C is intended to restrict the role of the Association or its representatives in responding to the concerns of members.

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

Nothing in this Article or in Appendix C is intended to restrict the action(s) of the University in responding to substantiated instances of harassment or discrimination.

- I.2.4.4 Where a member applying for assistance or making a complaint under Appendix C is in contact with the subject of the application or the respondent by virtue of teaching, employment or other institutional relationships, and where such a member has reasonable grounds to believe that there is a threat to their health, safety or security, the member may, upon notification to the Provost, discontinue such contact with the subject of the application or the respondent pending the disposition of the matter under Appendix C or the institution of other appropriate arrangements. In the event that such discontinuance of contact significantly reduces the workload either of the said member or of a member who is the subject of the application or the respondent, the Provost, in consultation with the Dean/University Librarian may assign other duties as deemed necessary.
- I.2.4.5 When the Provost notifies a member that disciplinary sanctions are to be imposed on the member under section 9.10 of Appendix C, a copy of the written notification shall be sent at the same time to the Association.
- I.2.4.6 A grievance arising out of the imposition of a disciplinary sanction under Appendix C must be filed by the Association in accordance with the timelines laid out in Article XIII. Such a grievance may be referred directly to Step Two of the grievance process as outlined in XIII. These time limits may be revised by mutual agreement of the parties.
- In any such grievance the arbitrator(s) shall hear all evidence *de novo*.
- I.2.4.7 Public or official statements by officers of the University concerning an application for assistance or complaint under Appendix C shall be consistent with the substance and/or stage of said application or complaint. Such statements, including statements concerning disciplinary sanctions imposed under Appendix C, shall be made by the University only on a "need-to-know" basis. However, arbitration reports issued in consequence of actions under Appendix C constitute public documents.
- I.2.4.8 If the Provost decides under section 9.10 of Appendix C not to proceed against a member who is a respondent, or if an arbitration decides in favour of such a member, the University shall remove all documentation relating to the complaint from the member's personnel files and, except for arbitration reports which shall be retained, shall at the discretion of that member destroy the documentation or transfer it to that member.

- I.2.4.9 Records of disciplinary sanctions imposed on a member under Appendix C which are confined to a warning or reprimand shall be removed from the member's personnel files after a period of three (3) years during which no further records of similar or more serious disciplinary action against the member have been added to the member's files. Records of disciplinary sanctions under Appendix C, more serious than a warning or reprimand, shall be removed from the member's personnel files after a period of five (5) years during which no further records of similar or more serious disciplinary action against the member have been added to the member's files. Documents which are so removed shall be maintained in a separate file in the Office of the appropriate Dean/University Librarian, with access on a "need-to-know" basis and only in the context of personnel/employment decisions involving disciplinary action. Notice of access shall be provided to the member and to the Association.
- I.2.4.10 The University shall make every reasonable effort to protect members from undue jeopardy attaching to performance of their duties. Undue jeopardy may arise from trivial, frivolous, vexatious or bad-faith allegations under Appendix C. The University and the Association shall assist a member in applying whatever legal remedies exist if harassment of the member continues after a complaint has been upheld and disciplinary action has been taken under Appendix C.
- I.2.4.11 The Human Rights Advisor shall compile an annual report about applications for assistance and complaints under Appendix C. This report shall be as full as requirements of confidentiality under Appendix C permit and shall be made available to the University community.

I.2.5 Conflict of Interest

The parties agree that no member or person acting as an officer of the University shall take part in formal discussions or votes with regard to the determination of any term or condition of employment of an individual in the member's immediate family. The parties acknowledge the need to avoid potential conflicts of interest. Members shall not, without the written authorization of the Vice President, Finance and Administration, or designate, authorize the purchase by the University of equipment, supplies or services from a source in which they or their families have a financial, proprietary or other direct interest. Members shall be recused from collegial processes in which they are in a conflict of interest.

I.2.6 Faculty-Student Relationships

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

I.2.7 Equity in Employment

- I.2.7.1 The parties are committed to establishing equitable and inclusive opportunities for employment and agree to work together through bilateral consultation and negotiations to identify and address systemic barriers, particularly those experienced by members of underrepresented groups.
- I.2.7.2 The University will collect self-reported demographic data from members, through the Human Resources Information System, and use those data to produce aggregate statistics regarding the representation of the underrepresented groups designated at I.1 in the bargaining unit, and will report these annually to the Provost, or designate, with copy to the Association.
- I.2.7.3 For all individual faculty and librarian competitions for advertised positions, the committee responsible for hiring shall prepare a statistical report to the Dean or University Librarian (as appropriate), specifying the total number of applicants and, where the information is voluntarily disclosed by the applicants, the number and percentage of those who identify as members of underrepresented groups. The Provost's Office shall then compile these statistical reports, with copies to the Association.
- I.2.7.4 All persons involved in personnel decisions, including those relating to hiring, tenure/permanency, promotion, and merit, and/or the assessment of a member's professional performance must have successfully completed a Trent-approved program of training, within the last five years, with respect to equity, diversity, and inclusion.

I.3 Policies and Practices

I.3.1 Existing Practice

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

I.3.2 Management Rights

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.

The Employer shall exercise its management function in a manner that is fair, reasonable, and equitable.

I.3.3 University Policies Affecting Terms and Conditions of Employment

I.3.3.1

- (a) All university policies affecting the terms and conditions of employment of members of the Association will be consistent with the terms of the Collective Agreement. In case of conflict between this Agreement and any university policy, the terms of this Agreement will take precedence.
- (b) Policies referenced in I.3.3.1 will be subject to grievance and arbitration by either party as provided in Article XIII.
- (c) Any discipline arising from the policies and their implementation will follow the procedures and, if necessary, the disciplinary actions described in Article XII.

I.3.3.2

Where the Employer is required by law or government agency to introduce or amend policies referenced in I.3.3.1, the Employer may impose such changes only after consultation with the Joint Committee, and, subsequent to such consultation, by serving written notice to the President of the Association of changes it will impose. Should the Association challenge the imposed introductions or amendments such grievance shall begin at Step Two of the Grievance Process as outlined in Article XIII, and shall be filed within fifteen days of receipt of the written notice.

I.3.3.3

Any amendments to the policies found in this Agreement (Appendices B and C) not required for compliance as per I.3.3.2 can be made only with the Association's approval.

I.3.3.4

- (a) University policies under consideration by the University Policy Committee but not provided for in I.3.3.2 or I.3.3.3 will be sent to the Association for input. If there is no written response from the Association within twenty (20) working days the University will proceed with the policy on the assumption that the Association does not regard the policy as affecting the terms and conditions of employment of members of the Association.
- (b) Where the Association has, within the prescribed timelines in I.3.3.4(a), identified that the policy under review affects the terms and conditions of employment of its members and further seeks to provide input, the Association will provide such input to the Policy Committee within 30 working days of receipt of the policy. Such input will be copied to Joint

Committee.

- (c) If after review by the Policy Committee there remain matters in dispute, such matters will be referred to Joint Committee, or a designated subcommittee as per II.6.2, for discussion. Either party may subsequently refer the matter to Step Two of the grievance process as outlined in Article XIII.

I.3.3.5 Where policies not otherwise covered by this article have sanctions that include discipline, only those policies shared with the Association through either Senate or Joint Committee may form the basis for disciplinary action against a TUFA member.

I.4 Recognition of the Association

The Board recognizes the Association as the sole and exclusive bargaining agent for the members of the bargaining unit as defined by Certificate Number 1594-79-R of the Ontario Labour Relations Board dated December 18, 1979, and as amended on June 6, 1980.

The 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 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.

The Association shall have the right at any time to call upon the assistance of representatives of the Canadian Association of University Teachers (C.A.U.T.) and the Ontario Confederation of University Faculty Associations (O.C.U.F.A.), when dealing with or negotiating with the University. Such representatives and any other duly designated representatives shall have access to the University premises at all reasonable times to consult with members, Association officers, or University officials. When such representatives deal directly with the University officials, the extent of their authority shall be clearly defined and communicated to the University officials by the Association.

I.5 Waiver or Breach of Provisions

The waiver of any provision of this Agreement or the breach of any of its provisions by either of the parties shall not constitute a precedent for any further waiver or any further breach.

I.6 Amendments and University Expansion

I.6.1 Amendments to the Trent University Act

In the event of any proposals being presented to the Board for amendment or revision of the Trent University Act, the Board shall provide the Association with copies of such proposals and shall provide to the Association an opportunity to make representations to the Board, within sixty (60) days following receipt of such copies, prior to the Board taking any action on the proposals.

I.6.2 Expansion of the University

In the event of an expansion or extension of the University through the creation of faculties, colleges, schools, departments or any other academic units or sub-units, either in Peterborough or elsewhere, the academic staff members of such units or sub-units who by virtue of the terms of their appointments would be eligible for membership in the bargaining unit shall immediately become members of the bargaining unit, and the provisions of this Agreement shall apply to them. If the expansion or extension of the University takes the form of an educational undertaking with another educational institution, the Joint Committee shall advise the Board and the Association on methods of protecting the bargaining unit and permitting the University to extend its educational services to the community.

I.7 Association Rights

I.7.1 Membership in the Association

No member of the bargaining unit shall be required to join the Association as a condition of employment. However, all present and all future members of the bargaining unit shall be considered members of the Association unless they withdraw from the Association in the manner specified in Article I.7.3.

I.7.2 Dues Check-Off

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

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

I.7.3 Withdrawal from the Association

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

as such constitute notice of withdrawal from membership in the Association.

1.7.3.2 Newly-appointed members of the bargaining unit and others entering or re-entering the bargaining unit from excluded academic administrative positions who affirmatively assert conscientious objection to membership in the Association shall so declare in writing to the Association within thirty (30) days of their appointment or return to the bargaining unit, in the manner and with the restrictions provided in Article 1.7.3.1.

1.7.3.3 In the case of a member who has withdrawn from the Association under the terms of 1.7.3, the Board shall within fifteen (15) days remit such amounts to the Trent University Faculty Association Bursary Fund. If, in a declaration of conscientious objection, a member has stipulated that their deductions be remitted to another Trent University bursary or scholarship fund, the Association shall so notify the Department of Human Resources and the deductions shall be remitted to the bursary or scholarship fund named by the member.

1.7.4 Membership Information

1.7.4.1 The Association shall provide to the Board on June 1 of each year a list of all members of the bargaining unit who have withdrawn from membership in the Association in the manner provided in Article 1.7.3. The Association shall inform the Board of all new withdrawals from and returns to membership in the Association within thirty (30) days of such occurrences.

1.7.4.2 Through consultation, the Board and the Association shall establish by September 1 of each year a list of the members of the bargaining unit from whose salaries deductions will be made. The Board will thenceforth report on a monthly basis any deviation from this basic deduction list.

1.7.5 Income Tax Deductibility

The Board shall indicate the annual total of payroll deductions for the Association or the Trent University Faculty Association Bursary Fund or other Trent University bursary or scholarship funds on each member's T-4 slip.

1.7.6 Provision of Facilities

1.7.6.1 The Board shall provide to the Association without charge the use of one (1) office, telephone services equivalent to those allowed by past practice to members (provided that the Association pays all long-distance charges), and use of the internal postal service. All additional services and facilities shall be available to the Association on the same basis as to departments and at the same rates.

1.7.6.2 The Board shall provide to the Association without charge suitable meeting rooms on the University campus for the conduct of Association business, subject only to normal scheduling arrangements.

I.7.6.3 The Board agrees that officers, agents and representatives of the Association shall be permitted to conduct Association business on the campus of the University.

I.7.7 Association Activities and Career Development

A member's service to the Association shall be regarded as a share of administrative responsibilities as provided for in VIII.1.1 (c) or VIII.1.2 (b) of this Agreement.

I.7.8 Release Time for Officers

In any academic year, the Association shall be entitled to the equivalent of four (4) course releases to reduce the duties of its officers under the terms of VIII.1.1 and/or VIII.1.2. The reductions shall be determined by no later than May 15th of the preceding academic year and duly communicated to the Dean and/or University Librarian. Up to two (2) course release(s) not allocated to an officer may be carried over by the Association. No more than three (3) course releases may be accumulated as carry over at any time. The Association may purchase additional release time with the agreement of the Provost. The Provost shall not unreasonably withhold such agreement. Such course releases, with the agreement of the Provost, and such purchased release time, may, at the option of the officer, be deferred, or may be used in partial fulfilment of normal teaching responsibilities.

I.8 Confidentiality

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

Article II: Administration of The Agreement

II.1 Duration of the Agreement

The term of the Agreement shall be from the date of ratification to June 30, 2025.

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

II.2 Strikes and Lockouts

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

II.2.1 Essential Access

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

II.3 Copies of the Agreement

Within sixty (60) days of the signing of this Collective Agreement, the Board shall prepare and provide to each member a link to the Agreement together with any additional material which the parties agree shall be distributed. Hard copies of the Agreement shall be available to members upon request to Human Resources. The Board shall provide at cost to the Association for its own use fifty (50) copies of the Agreement within sixty (60) days of signing.

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

II.4 Correspondence

All correspondence between the parties arising out of or incidental to this Agreement shall pass between the Vice President of Human Resources (or designate) and the President of the Association (or designate). Where the Agreement specifies notice in writing, messages between @trentu.ca emails, shall normally be deemed adequate means of communication.

II.5 Provision of Information

II.5.1 Each party shall provide to the other party documents that by policy or practice are routinely available to members of the University. Requests for further information from the other party shall be made through the Joint Committee, and such further information shall not be unreasonably denied. Where such

information relates to named individuals in detail, such details shall be restricted to, and treated confidentially by, the parties, officers and designated representatives.

Such information shall include, but not be limited to:

- (a) By November 1st of each year, a list of members, by department or library, including academic or Librarian rank, type of appointment, year of appointment, and salary. For members on leave, the type of leave shall be indicated.
- (b) Copies of the University's Budget and Audited Financial Statements when approved by the Board of Governors, including copies of public documents referred to in the footnotes.
- (c) Copies of reports to the Provincial and Federal Governments, such as reports on the "Reaching Higher" targets.
- (d) The total number of courses offered by the University and the total number of courses taught by members, by department, including enrolment 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 University and Expense – Operating Total for Universities.

II.5.2 In addition, the University shall annually compile and make available to the Association the following data:

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

II.5.3 Within 60 days of having received a letter of appointment or reappointment signed by a member, the University will provide the Association with a copy of same.

II.5.4 Within 14 days of Board approval, the University will provide the Association with a list of all Board-approved personnel decisions relating to members, including names and the decision specific to each member.

II.5.5 By November 1st of each year, the University will provide the Association with a list of all members eligible for retirement without penalty under the faculty pension plan.

II.6 Joint Committee on the Administration of the Agreement

II.6.1 Recognizing the mutual benefits to be derived from joint consultation, the parties agree, within thirty (30) days of the signing of this Agreement, to establish a Joint Committee on the Administration of the Agreement, comprised of three (3) representatives of the Association and three (3) representatives of the Board.

II.6.2 The Joint Committee shall deal with problems arising from the administration of this Agreement, as far as possible, and perform the various functions assigned to it in the articles of this Agreement. The parties may agree to establish sub-committees of the Joint Committee to perform particular functions assigned by particular articles of the Agreement if they are of the opinion that this will better expedite the administration of the Agreement. Such sub-committees shall be composed of an equal number of representatives of the Association and of the Board, and shall forward all recommendations to the Association and the Board through Joint Committee.

II.6.3 In addition to performing the various functions assigned in this Collective Agreement to the Joint Committee, the Joint Committee shall administer this Agreement in the spirit of cooperation and mutual respect and shall seek the timely correction of conditions which may give rise to misunderstandings. To that end the Joint Committee shall act in an advisory capacity to the University and the Association concerning the need to amend or modify the Agreement. The Joint Committee shall not have the authority to amend or modify this Agreement. Any amendments or modifications to the Agreement shall not take effect until approved by the University and the Association.

II.6.4 The Joint Committee shall determine its own procedures, subject to the following provisions:

- (a) The Joint Committee shall be co-chaired by one (1) representative of the Association and one (1) representative of the Board;
- (b) A quorum for the Joint Committee shall be four (4) of its members, with a minimum of two (2) members representing each of the Board and the Association;
- (c) The Joint Committee shall meet at least twice during each academic year, but may meet more often by mutual agreement;
- (d) Either party may request a meeting to be held at a mutually convenient time within ten (10) working days of the request;
- (e) The co-Chairs may meet to settle agenda for meetings; failing that, they shall

exchange written agenda at least three (3) working days in advance of each meeting.

II.6.5 Special meetings of Joint Committee to discuss the financial situation of the University shall be held at least 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:

- (a) 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;
- (b) In the event that the University receives information outside of the regular budget cycle that results in decisions being made or contemplated with implications for staffing, the bargaining agent or its members for the in-year or future budgets;
- (c) At any other times jointly agreed by the parties.

II.6.5.1 Prior to special meetings of Joint Committee described in II.6.5, the University shall provide the Association with relevant information necessary to facilitate informed discussion.

Article III: Appointments

III.1 General

III.1.1 Formalities of Appointments

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

III.1.2 Authorization of Appointments

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

III.1.2.2 All new or replacement librarian positions require authorization by the President or designate. Such authorization shall follow consultation with the University Librarian who shall consult the Library Personnel Committee.

III.2 Types of Appointment

III.2.1 Faculty

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

III.2.1.2 A **tenured teaching-intensive appointment** is an appointment which may be terminated only through resignation, retirement, or dismissal for cause or the procedures set out in Article XV.

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 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 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 tenure. Teaching-intensive appointments are distinguished from general faculty appointments by a greater distribution of teaching.

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. As part of their research responsibilities, teaching-intensive faculty may wish to engage in pedagogical research. 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.2.4 Limited Term Appointments

- III.2.4.1 No limited term appointment shall carry any presumption of an additional appointment.
- III.2.4.2 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 normal teaching load annually. Where a limited term appointee is assigned a teaching load above the department norm, research and service expectations shall be adjusted accordingly. LTAs may be expected to teach a portion of their course load in the spring/summer session.
- III.2.4.3 The allocation of teaching and departmental duties shall be done following VIII.3 through VIII.8.
- III.2.4.4 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.2.5 Appointment Definitions

- III.2.5.1 A **full-time appointment** is one in which the member's regular duties and responsibilities require full-time employment on a year-round basis as these are defined by the varying practice and procedures used by the departments or the Library.
- III.2.5.2 A **part-time appointment** is one in which the member's regular duties and responsibilities require some specified proportion of full-time employment.
- III.2.5.3 A **reduced-time appointment** is one held by a tenured/permanent member, in accordance with the terms of III.4.
- III.2.5.4 A **visiting appointment** is one held on a defined, limited-term basis by an individual who is on leave from another employer and who is committed to return to a position of regular employment outside Trent. Where the visiting appointment is for one (1) year or less, the appointment shall be regarded as being outside the scope of the bargaining unit, although formal faculty/librarian rank shall be assigned in accordance with the appointee's status with their primary employer, and salary shall be assigned in accordance with Schedule A, based on academic rank and years of experience under the usual practices in that regard. In addition, the Personnel Committee of the appropriate unit shall approve any such appointment.

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

TUFA shall receive copies of all offers of Visiting Appointments.

III.3 Ranks

III.3.1 General Faculty Ranks

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

Professor;
Associate Professor;
Assistant Professor;
Lecturer.

These ranks may be qualified by the following categories:

Tenured;
Probationary;
Limited term;
Full-time;
Part-time;
Reduced-time;
Visiting.

III.3.2 Teaching-Intensive Faculty Ranks

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

Professor;
Associate Professor;
Assistant Professor;
Lecturer.

These ranks may be qualified by the following categories:

Tenured;

Probationary;
Limited term;
Full-time;
Part-time;
Reduced-time.

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

Assistant Professor;
Lecturer.

III.3.4 Limited Term appointees shall not normally serve as Chair or Director of a Department.

III.3.5 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.

III.3.6 Librarian Ranks

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

Librarian I;
Librarian II;
Librarian III;
Librarian IV.

These ranks may be qualified by the following categories:

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

Reduced-time;

Visiting.

III.4 Part-Time Members

III.4.1 Position of Part-time Members

III.4.1.1 Part-time members shall receive salary compensation on the same scale as full-time members, provided that the amounts of all salaries and increments shall be in a proportion of full-time employment specified in their letters of appointment.

III.4.1.2 Subject to Article III.4.2.8 other benefits and compensation for part-time members (including entitlements for leave) shall be as follows:

- (a) life insurance and long term disability insurance will be based on the employee's actual salary;
- (b) health and dental benefits, if the employee is enrolled, will be provided to the employee as if the employee had a full-time appointment (i.e. no pro-ration);
- (c) professional expenses fund, and tuition waiver will be provided to the employee as if the employee had a full-time appointment (i.e. no pro-ration);
- (d) EYS's, as per Article V.2.2.7;
- (e) any other leaves pro-rated;
- (f) legislated benefits – pro-rated.

III.4.1.3 Part-time members shall have duties and responsibilities so far as possible equivalent to those of full-time members, provided that such duties and responsibilities shall require only that proportion of full-time employment specified in the letters of appointment.

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

III.4.1.5 The time limits on probationary appointments may be revised for part-time members by agreement of the parties on a case-by-case basis, until there is agreement on a general formula to be attached to this Agreement.

III.4.2 Revision from Full-time to Part-time Status

III.4.2.1 Members may apply in writing to the Dean, on a wholly voluntary basis, to revise their category of employment from full-time to reduced-time, or from part-time or reduced-time to a smaller proportion of full-time which shall not in any case be less than one-half (1/2). Such revision shall require the consent of the relevant

personnel committee, of the Dean or the University Librarian, and of the Provost. Application for such reduction must be made by January 1 of the preceding academic year.

- III.4.2.2 Members holding reduced-time appointments shall have the right to resume their previous status provided that not more than thirty-six (36) months have elapsed since the change of status. Members intending to resume their previous status may do so only on July 1, and shall give notice of intention to do so not later than the preceding January 1. Those who do not exercise the right under this section to resume previous status shall be deemed to hold a part-time appointment.
- III.4.2.3 Each application for reduced-time employment shall be in writing with a copy to the Association.
- III.4.2.4 Reduced-time appointments remain subject to VIII.1.1 and VIII.1.2. While it is normally expected in the allocation of those responsibilities that duties will be spread uniformly over the academic year, a member may request an alternative allocation, in writing, to the Dean/University Librarian with a copy to the Association. Unless the Association objects, within twenty (20) working days of receipt of the copy of the written request, the Dean/University Librarian may approve the alternative workload allocation. Where the Association objects, the reasons shall be clearly set out, in writing, to the Dean/University Librarian, with a copy to the Provost. If the application (III.4.2.1) for a reduced-time position is approved, the letter from the Dean authorizing the appointment shall state clearly the nominal salary of the appointee, the reduction in regular duties and responsibilities, the actual salary, the date of commencement of the appointment, the office and research facilities, and any special terms and conditions of the appointment which differ significantly from the general statement of regular duties contemplated in III.6.1 (h).
- III.4.2.5 No reduced-time appointment shall take effect until and unless the appointee accepts it and all its terms and conditions in writing.
- III.4.2.6 A copy of each letter of appointment and each letter of acceptance of a reduced-time position shall be sent to the Association.
- III.4.2.7 A member with a reduced-time appointment shall receive EYS credits and sabbatical salary in accordance with V.2.2.7.
- III.4.2.8 A member opting for a reduced-time status shall be entitled to full benefits based upon the proportion of nominal salary prior to commencing the reduced-time appointment for the first three (3) years of the reduced-time appointment. The Board shall in each of these three (3) years in addition pay, with respect to all benefits, the difference between the member's contributions, based upon actual salary, and the contribution required by the proportion of nominal salary prior to commencing the reduced-time appointment. Thereafter such members shall receive benefits in accordance with III.4.1.2.

III.4.3 Revision from Full-time Status Prior to Retirement

Members who intend to retire within 36 months, may apply in writing to the Dean, on a wholly voluntary basis, to revise their category of employment from full-time to reduced-time. For the period leading to their retirement, their proportion of full-time work shall be reduced to an amount equivalent to an average of not less than one-half over the remaining period of employment, with the specifics to be worked out among the member, their department and the Dean. Such revision requires the consent of the department, the Dean or the University Librarian, and of the Provost, and if accepted, the notification of retirement is revocable only with the permission of the department, the Dean or the University Librarian, and of the Provost. All other provisions of this Agreement apply to members holding such reduced appointments.

III.5 Externally-Funded Appointments

III.5.1 Externally-Funded, Non-Competitive Academic Appointments

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

- (a) The appointee will be a member of the bargaining unit.
- (b) The appointment procedures under III.8 are waived.
- (c) Because candidates for such positions are not subject to the usual competitive comparison procedures, COAP must be satisfied that the candidates are competitive. Such competitiveness shall be based on usual evidence of qualifications plus the selection procedure used to determine the candidate to be appointed.
- (d) The appointment may be with tenure, subject to the provisions of IV.1.2.
- (e) The appointee shall be placed at a salary step determined by the Provost in consultation with the Dean and consistent with the provisions of this Agreement.
- (f) The duties of the appointee may be modified by the Dean in accordance with the requirements of the funding agency, but are expected to include teaching, research, and service (in accordance with VIII.1.1). Any such modifications will be reported to the Association.
- (g) Where an appointment involves special commitments in relation to capital costs and/or special support for teaching, research or administration, such commitments will be reported to the Association prior to implementation, and must conform to the provisions of the Collective Agreement.

III.5.2 Externally-Funded, Competitive Academic Appointments

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

- (a) The appointee will be a member of the bargaining unit.
- (b) Where Amendments to III.8.8 and III.8.9 are deemed necessary by virtue of the requirements of the external funding source, such amendments are permissible with prior consent of the Association. TUFA shall respond to such request for consent within five (5) working days of receipt and, consent will not be unreasonably denied.
- (c) The appointment may be with tenure, subject to the provisions of IV.1.2.
- (d) The appointee shall be placed at a salary step determined by the Provost in consultation with the Dean and consistent with the provisions of this Agreement.
- (e) The duties of the appointee may be modified by the Dean in accordance with the requirements of the funding agency, but are expected to include teaching, research, and service (in accordance to VIII.1.1). Any such modifications will be reported to the Association.
- (f) Where an appointment involves special commitments in relation to capital costs and/or special support for teaching, research or administration, such commitments will be reported to the Association prior to implementation and must conform to the provisions of this Agreement.

III.6 Letters of Appointment

III.6.1 Letters of appointment of members shall be issued by the President or designate. Such letters of appointment shall be consistent with the articles of this Agreement, and shall include:

- (a) Rank;
- (b) Department, program, or library affiliation;
- (c) Campus affiliation (e.g. Peterborough, Durham)
- (d) Category of appointment;
- (e) Date of commencement of appointment;
- (f) Salary;
- (g) Term of the appointment in the case of a probationary appointment or limited term appointment;
- (h) A general statement of the regular duties and responsibilities pertaining to

the position to which appointment is made;

- (i) If the appointment is of a part-time member, the specified proportion of full-time employment required by the regular duties and responsibilities of the appointee;
- (j) In the case of probationary appointments, a copy of any additional departmental considerations for the application of the tenure criteria or permanency criteria (VII.7);
- (k) A copy of this Agreement; and,
- (l) The basis for assigning the member's specific salary placement on the salary grid.

III.6.2 The full details of the appointment including all relevant dates for eligibility to be considered for reappointment and tenure/permanency, and associated expectations, such as required academic credentials, shall be provided in the member's letter of appointment.

III.6.3 Where an appointment involves special commitments in relation to capital start-up costs and/or special support for teaching, research or administration, these shall be detailed in the initial appointment letter.

III.6.4 Following initial appointment, any member whose appointment changes by virtue of processes specified in this Agreement, shall receive an addendum to their original letter of appointment.

III.7 Academic Administrators and University Librarian

III.7.1 Academic Administrators

III.7.1.1 Faculty and librarian members who are appointed as academic administrators shall retain their academic status within their departments or within the Library. During their term of administrative service, they shall be deemed eligible for consideration by department 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 is awarded a merit award, such shall be in addition to the number provided for in VII.17.1.

III.7.1.2 **Academic Component of Academic/Administrative Appointments**
When an appointee who does not hold an academic appointment within the University has been selected by established search procedures for the position of President, Vice President, Dean or University Librarian, and it is proposed to offer such a candidate an academic appointment within a department, the proposed academic appointment need not be advertised or be subject to the normal departmental recruitment procedures. For all such appointments, the home department of the proposed appointment shall be made conditional upon the

academic unit's acceptance of the candidate's qualifications, based upon prevailing criteria and standards.

III.7.2 University Librarian

III.7.2.1 The position of University Librarian, when vacant, shall be posted on Trent's website and duly advertised in appropriate external publications, which may include *AcademicWork.ca*, and *University Affairs*, and other electronic distribution media and networks relevant to librarians as established by the University Librarian in consultation with the Librarians' Committee, and these shall be placed so as to allow sufficient time for applications to receive due consideration.

Those engaged in the hiring process are encouraged to share the advertisement through their professional networks, as well as to distribute it to individuals from underrepresented groups within the relevant discipline.

III.7.2.2 The University Librarian shall be appointed by the President on the advice of a Search Committee which shall include at least two (2) members who are librarians.

III.7.2.3 All candidates invited by the Search Committee for interview shall also meet librarian members.

III.7.2.4 The Search Committee shall consult with librarian members prior to making its recommendations to the President.

III.7.2.5 The position of University Librarian shall not be used for redeployment of faculty members unless the procedures as outlined above have first been carried to completion.

III.7.3 Re-entry into the TUFA Bargaining Unit

III.7.3.1 Academic administrators and the University Librarian, as defined above, 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 appointments.

An individual re-entering the bargaining unit shall normally return to the department of which they were a member before receiving the administrative or Board appointment. When entering the bargaining unit for the first time, the individual shall normally remain in the department which initially accepted their qualifications (see III.7.1.2). Alternatively, in either case, the individual could return to a different department in accordance with the provisions of III.9.

III.7.3.2 Any member entering or re-entering the bargaining unit after service as an academic administrator shall be placed at a salary step determined by the Board and consistent with the provisions of this Agreement concerning promotion, merit and tenure/permanency, and shall enjoy all rights and privileges and accept duties and responsibilities of members according to VIII.1.1 and VIII.1.2.

III.8 Hiring

III.8.1 Criteria for Appointment

- III.8.1.1 The principal criterion for appointment shall be academic and professional excellence as understood in university practice and in accordance with the provisions of this Agreement. Among candidates who are judged substantially equal in qualification for appointment, Canadian citizens and permanent residents shall be given preference.
- III.8.2 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. The parties recognize that differing career patterns may be more common among members of underrepresented groups and that this should be taken into account in assessing the experiences and qualifications of members of these groups.
- III.8.3 Following the authorization of a position in accordance with III.1.2 and before the work of any Hiring Committee begins, the Dean shall ensure that all members of the Hiring Committee are in compliance with I.2.7.4 and have access to all policies and guidelines relevant to the work of the committee, including the University's Employment Equity policy and policy statements and guidelines available from the Ontario Human Rights Commission to ensure compliance with the *Ontario Human Rights Code*.
- III.8.4 The Hiring Committee will draft an advertisement that includes a description of the position along with a list of qualifications. The description and qualifications identified in the advertisement for the position will serve as the criteria for assessing each applicant's candidacy.
- The advertisement shall also include the starting date, rank, salary range, category of appointment, a statement that Trent University is committed to Employment Equity, and a statement that among candidates who are judged substantially equal in qualification for appointment, Canadian citizens and permanent residents shall be given preference. The advertisement shall also state that Trent University is committed to creating a diverse and inclusive campus community, and will accommodate the needs of applicants in its recruitment processes with an invitation for candidates requiring accommodation to contact the Chair of the Hiring Committee.
- III.8.5 When measures are implemented to recruit candidates from underrepresented groups, this shall be explicitly stated with the qualifications for the position.
- III.8.6 The Hiring Committee will generate a list of questions to guide interviews conducted in the hiring process. The questions shall be designed to solicit information relevant to the assessment of candidates' qualifications for the position.

- III.8.7 The Chair of the Hiring Committee will submit a draft advertisement for the approval of the Dean. The Chair will also submit the list of the interview questions for approval to ensure consistency with University policy and legislation.
- III.8.8 Following the approval of the draft advertisement by the Dean, the position will be posted on Trent's website and the Dean shall authorize advertising in appropriate publications which may include *AcademicWork.ca* and *University Affairs*, as well as other electronic distribution media and networks relevant to the particular discipline as established in consultation with the Chair of the Hiring Committee.
- The Dean as well as members engaged in a hiring process are encouraged to share the advertisement through their professional networks, as well as to distribute it to individuals from underrepresented groups within the relevant discipline.
- III.8.9 Advertisements shall be posted so as to allow sufficient time for applications to receive due consideration. When unavoidable circumstances require that an appointment be authorized at such short notice that it is not possible to advertise in the manner indicated above, the Dean, with the consent of the Association, may waive this requirement. The Association shall respond to any such request for consent within five (5) days of receipt, and such consent may not be unreasonably withheld.
- III.8.10 After assessing the candidacy of each applicant using the qualifications included in the advertisement for the position as the criteria, and considering only the information included in the application files, the Hiring Committee shall generate a short-list of candidates for the position.
- III.8.11 The Chair of the Hiring Committee shall submit the short-list of candidates to the Dean for approval, along with the application packages for all short-listed candidates.
- III.8.12 Where there are no applicants for a position from underrepresented groups, or where the Hiring Committee determines a short-list which does not contain candidates from underrepresented groups, the Dean shall be immediately advised. In such cases, the Dean may require an extension of the competition deadline, additional advertising, and/or such other measures as are deemed appropriate. In addition and where possible, the Dean may require that at least one (1) applicant from an underrepresented group be placed on the short-list.
- III.8.13 Short-listed candidates for the advertised position will be offered the same opportunities to participate in the recruitment process (including interviews, campus visits, meetings, demonstrations of teaching, and presentations of research.) To the extent possible, the order of these opportunities should be consistent across candidates.
- III.8.14 It is expected that candidates for tenure/permanency or for multi-year Limited Term positions will meet with the Dean as part of the recruitment process. Other meetings (with the Research Office, for example) may also be arranged. The

views of individuals involved in any such meetings, including the Dean, shall neither be solicited nor considered by members of the Hiring Committee in their assessment of candidates.

- III.8.15 The Hiring Committee shall rank short-listed candidates using the qualifications included in the approved advertisement as their criteria and considering only the information available to the Committee through the hiring process. The Hiring Committee, by formal vote, will generate a recommendation to the Dean and this recommendation will be forwarded by the Chair of the Hiring Committee with copy to the rest of the Committee, along with a summary of the procedures followed, reasons for the recommendation, and a brief statement about how the procedure and recommendation are consistent with the values of equity, diversity, and inclusion.
- III.8.16 The Dean may consider relevant information that is not available to the hiring committee when assessing the eligibility of candidates short-listed or recommended by the Hiring Committee.
- III.8.17 If the Dean has concerns about a Hiring Committee's recommendation, the Dean shall convey those concerns, to the Chair of the Hiring Committee. In this event, the Chair and/or the Hiring Committee may request a meeting with the Dean. Following receipt of the Dean's concerns, the Hiring Committee may provide further explanation for their recommendation and ask the Dean to reconsider, or recommend a different candidate in accordance with III.8.15. The Hiring Committee may decline to recommend another candidate and recommend that the Dean declare the search unsuccessful.
- III.8.18 If the Dean accepts the Hiring Committee's recommendation, the Dean may make an offer to the recommended candidate. No offers or appointments will be made without a recommendation from the hiring committee.
- III.8.19 If the candidate for a position to whom an offer has been made declines the offer, the Dean will notify the Chair of the Hiring Committee and the Hiring Committee will have the option of generating another recommendation to the Dean in accordance with III.8.15.
- III.8.20 Should no suitable candidates be found by the end of this process, the Dean may declare the search unsuccessful. An unsuccessful search will not be grounds for eliminating the approved tenure/permanency stream allocation.
- III.8.21 LTA renewal**
- III.8.21.1 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 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:

- (a) If the number of incumbents is greater than the number of available positions, the Dean may authorize an internal competition from amongst incumbent members;
 - (b) 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) to fill the position(s);
- or
- (c) The Dean may direct the department to begin an open search in which all incumbents remain eligible to apply.

III.9 Voluntary Transfers and Cross-Appointments Between Academic Units and Campuses

- III.9.1 A 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 campuses) by January 15th of the previous academic year.
- III.9.2 In the case of an academic unit or campus transfer, 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. 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.
 - III.9.2.1 Where a member is moving to a newly established department or school such that there is no “receiving unit”, then decanal agreement is sufficient to approve the transfer.
- III.9.3 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 member’s appointment except in the case where the cross-appointment is on a .5/.5 basis. In this case, the member has the right to select the home unit and campus.
- III.9.4 The home unit of a cross-appointed member has the primary responsibility for making personnel recommendations regarding merit awards, tenure/permanency and promotion. In making such recommendations, the home unit must request and duly consider the evaluation of the other unit concerning teaching, scholarship and university service, as appropriate.
- III.9.5 The allocation of a cross-appointed member across the units involved must be specified at the time of cross-appointment. Normally, cross-appointments will be allocated on a .7/.3 basis; however, with the Dean’s approval, any other allocation, including 1.0/0.0, may be specified.

- III.9.6 The teaching and other responsibilities allocated to a cross-appointed member in each academic unit should be approximately proportional to the norms accepted by that unit. However, by agreement between the units and the member, these proportions may be regarded flexibly. In the event of a dispute, the Dean (or where applicable the Provost) would be arbiter and have the final decision.
- III.9.7 The cross-appointed 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.
- III.9.8 Cross-appointments and transfers shall be for a definite term (of between three (3) and five (5) years) or be permanent. The duration of the arrangement must be specified when it is requested and approved. Any individual request for a further change in status, once a transfer arrangement has been made, will be regarded as a new request, and will have to follow the procedures outlined above.
- III.9.9 Departments may, at their own discretion and subject to their own processes, create non-voting Associate member positions.

Article IV: Academic Career

IV.1 Faculty Members Holding Probationary Appointments

IV.1.1 Eligibility to be Considered for Probationary Reappointment

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

IV.1.2 Eligibility to be Considered for Tenure

IV.1.2.1 Probationary appointments made at the Lecturer or Assistant Professor rank shall involve an initial probationary term of four (4) years and a probationary reappointment for a further two (2) year term subject to a recommendation for reappointment carried out under the provisions of this Article. Unless covered by IV.1.2.3 or IV.3.2, consideration for tenure occurs in the fifth (5th) year of probationary service.

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

IV.1.2.3 In exceptional cases, a member who is granted a probationary appointment may, at the member's request, have the length of that appointment shortened by the appropriate Dean to account for prior experience. The Association shall be copied on the letter of offer.

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

IV.2 Librarian Members Holding Probationary Appointments

IV.2.1 Eligibility to be Considered for Probationary Reappointment

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

IV.2.2 Eligibility to be Considered for Permanency

IV.2.2.1 Probationary appointments as a librarian (any rank) shall involve an initial probationary term of two (2) years and a probationary reappointment for a further

two (2) years, subject to a recommendation for reappointment carried out under the provisions of this Article. Unless covered by IV.2.3.1 or IV.3.2, consideration for permanency occurs in the fourth (4th) year of probationary service. The total probationary period is not to exceed four years.

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

IV.2.3 Early Consideration for Permanency

IV.2.3.1 Members may receive early consideration for permanency in the second (2nd) year of the initial two (2) year term provided they have demonstrated (i) competence in the performance of duties and (ii) promise of continuing development as a librarian.

IV.2.3.2 The early permanency hearing process follows the regular permanency hearing process described in this Article with the addition of the use of external reviewers to assess (i) competence in the performance of duties, and (ii) promise of continuing development as a librarian. The views of external assessors will be sought according to the procedures in this Article.

IV.2.3.3 The early permanency hearing process may be initiated by the member, by notice in writing to the University Librarian, no later than nine (9) months before the end of the member's initial probationary appointment.

IV.2.3.4 In cases where early permanency is not granted, members will be subject to either Recommendations (i) or (ii) of VII.

IV.2.3.5 A negative outcome of an early permanency consideration shall in no way prejudice the outcome of any subsequent permanency hearing.

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

IV.3.1 A member with previous combined limited term service within the bargaining unit of one (1) year or less, who is granted a probationary appointment, shall follow the eligibility conditions as set out in IV.1.1 or IV.2.1.

IV.3.2 A member with previous combined limited term service within the bargaining unit of more than twelve (12) months, who is granted a probationary appointment may elect to count twelve (12), twenty four (24) or thirty six (36) months of that service as probationary service. The member shall advise the Dean of this election at the time of their appointment.

IV.3.3 If a member elects not to count previous limited term service within the bargaining unit as probationary service, then the conditions for eligibility for

tenure/permanency in IV.1 or IV.2 apply.

IV.4 Extension of Probationary Period

IV.4.1 Notwithstanding the various provisions above which define a maximum period of probationary service, a member who has had a pregnancy leave during their probationary period, or a member who has taken a parental or adoption leave of twelve (12) weeks or more during their probationary period under V.6 shall, 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.

IV.4.2 Similarly, a member who, during the probationary appointment has taken a sick leave under V.7 of more than four (4) months may elect to have the consideration for reappointment, tenure or permanency deferred by up to one (1) year, upon written request by the member to the Dean within six (6) months following return to duties. Where the absence is for one (1) year or more, the deferral shall be up to two (2) years, upon written request by the member to the Dean no later than six (6) months following return to duties after the absence.

IV.4.3 On compassionate grounds or in exceptional circumstances, a member may make a request to the Dean that their consideration for reappointment, tenure or permanency be deferred, normally for one (1) year.

IV.4.4 Notwithstanding the above, the maximum combined extensions granted to a member during their probationary appointment and reappointment will normally not exceed a total of two (2) years.

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

IV.5.1 The Dean/University Librarian shall contact all members holding probationary appointments to arrange a meeting with the Dean/University Librarian to be held by April 30th of each year of the member's probationary appointment to discuss their progress towards tenure/permanency.

IV.5.2 In the year prior to a member's reappointment or tenure/permanency consideration, in addition to the annual meeting, the Dean/University Librarian shall inform the candidate, in writing, by April 30th that they will be considered for reappointment or tenure/permanency in the coming academic year. This letter shall draw the candidate's attention to the relevant sections of this Agreement.

IV.6 Eligibility to be Considered for Promotion

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

- IV.6.2 Assistant and Associate Professors and Librarians at ranks I, II and III are eligible to be considered for promotion during the academic year in which they are on the step of their current rank scale immediately below the lowest step in the next highest rank scale. The Dean shall inform candidates of their eligibility to be considered for promotion by July 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 VII.3.1.4.
- IV.6.3 When members are recommended by COAP to the Provost for a merit award which would have the effect, when awarded, of placing them at a point at which they would be eligible to be considered for promotion, they may immediately request to be considered for promotion in writing to the Chair of the Department/Program Committee, copied to the Dean. If not promoted at this point, members shall be considered for promotion in any subsequent year that they so request as per the provisions of IV.6.2.

IV.7 Facilities and Support

- 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 support the work of the members as defined in Article VIII.

These facilities shall include but not be limited to:

- (a) Provisions for office space,
- (b) Provisions for lab space, where required,
- (c) Telephone or telephony services,
- (d) Library services,
- (e) Duplicating and printing, and
- (f) Computer facilities.

This support shall include:

- (a) Administrative support,
- (b) Information technology support,
- (c) Research support,
- (d) Student services support, and
- (e) Teaching support.

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

expectations, or deny the appeal.

- IV.7.5 Upon appointment and at least every four years thereafter, members holding probationary, tenure stream or permanent appointments 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 printer access without charge to the member or the member's department.
- IV.7.6 Changes to the administrative processes implemented by the University, that may impact the terms and conditions of TUFA members' work will be brought to Joint Committee for information.

IV.8 Teaching Support

- IV.8.1 Members shall receive teaching support, which may be in the form of marking assistance, teaching assistants, lab demonstrators, workshop leaders, course assistants, and other personnel required for the successful delivery of each course. Teaching support shall be allocated by the Dean.

All forms of personnel required for the successful delivery of each course will be requested as part of departmental staffing plans to be submitted by the Chairs in accordance with the provisions of Article VIII.3. In the event teaching support, such as the support of Graduate Teaching Assistants, anticipated at the time staffing plans are approved is not available, the University, through the Offices of the Deans, normally will provide alternative teaching support.

- IV.8.2 There shall be an Annual Marking Support Fund with a total allocation of \$7.00 per full-course based on the University's total estimated undergraduate enrolment in the previous academic year. The Marking Support Fund shall be used to provide Departments and TUFA members with marking and grading assistance. Support from the Fund is not available for courses taught on overload, except in exceptional circumstances, but shall be available for courses taught on-load in the Spring and Summer sessions.

The University may allocate additional marking support to members through special programs from time to time.

Requests for marking support will be included as part of the annual departmental staffing plan to be submitted by the Chair.

- IV.8.3 Teaching support for upcoming Summer, Fall, and Winter terms will be included in the department staffing resources available normally no later than April 15th as in VIII.3.5.

In the event actual enrolments or alternate teaching support in the courses a member is assigned to teach are significantly different than expected, the member shall advise the Chair, and subject to decanal approval, the amount of teaching support available to individual members may be adjusted no later than the first day of the second week of classes.

- IV.8.4 Members have the right to request reconsideration of the teaching support allocated for the delivery of the courses they are assigned to teach. Such request will be considered by the Dean, in consultation with the Chair. Failing a satisfactory resolution of such a request, a member may file an appeal with the Dean, copied to the Association. Appeal of the Dean's allocation decisions, including denials, shall be heard by the Provost.

IV.9 Voluntary Retraining

- IV.9.1 The parties pledge themselves to cooperate in bringing about ways to facilitate the academic or professional retraining of members where the members voluntarily agree that such re-training is acceptable to them and where such retraining appears for good reason to be beneficial to the academic program or library services of the University.
- IV.9.2 Plans for retraining shall be arranged amongst the member, the department or program Chair, the Chair of the department or program to which the member would be reassigned upon successful completion of the retraining, and the Dean, in consultation with the Provost. In the case of librarian members, plans for such retraining shall be arranged between the member and the University Librarian.
- IV.9.3 Such retraining shall occur without loss of rank, salary, benefits, seniority or rights under this Agreement, except that any adjustments in departmental or program or library sabbatical plans occasioned by any prospective reassignment shall be made by the Joint Committee and made known before a retraining plan is finally accepted.
- IV.9.4 All costs reasonably involved in such plans for academic retraining shall be assumed by the Board.
- IV.9.5 There shall be no penalty for failure to accept such a plan or for failure to succeed in it, if such failure comes about despite every reasonable effort on the member's part.

IV.10 Technological Changes Affecting Librarian Members

- IV.10.1 There shall be no reduction in employment for a librarian member as a result of automation or other technological change.
- IV.10.2 When the Employer determines that new or greater skills are required than are already possessed by affected librarian members under the present methods of operation, such members shall, at the reasonable expense of the Board, be given a reasonable period of time to acquire skills necessitated by the new method of

operation. The Board in its sole discretion shall determine what is reasonable in terms of expense and time. There shall be no reduction in pay and benefits during the training period of any such member. It is recognized that the librarian member may initiate this procedure.

IV.11 Absence and Vacation – Faculty

IV.11.1 It is understood that members will devote their working time to study, research, or other professional activities whenever they are not engaged in the teaching and administrative duties and responsibilities required under VIII.1.1 (a) and VIII.1.1 (c) of this Agreement.

IV.11.2 When members are required to be absent from the University in the pursuit of study, research, or other professional activities during periods when they are required to perform specific teaching and administrative duties as required under VIII.1.1 (a) and VIII.1.1 (c), such absence shall be arranged through advance consultation with the member's departmental or program Chair and written notice to the Dean (copy to the Chair) of the arrangements made. Where the absence is unexpected, as a result of illness or disability, and it is anticipated that the absence might extend beyond three (3) working days where teaching duties are scheduled, members shall inform the Dean of the anticipated duration of the absence.

IV.11.3 Members shall also provide information to their departmental or program Chair about their proposed summer schedules, and members shall indicate their anticipated vacation period which shall be in accordance with established practice, shall not be less than two (2) weeks for members with less than five (5) years of university service, and shall not be less than three (3) weeks for members with greater than five years of service. Except where a member's assigned summer teaching schedule warrants different timing, annual vacations 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 their campus area during the summer months.

IV.11.4 Limited term appointees and faculty holding teaching-intensive appointments 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).

IV.11.5 The annual salary for faculty members includes statutory vacation pay.

IV.12 Absence and Vacation – Librarians

IV.12.1 When librarian members are required to be absent from assigned duties due to the pursuit of approved study, research or other professional activities, such absence shall be arranged through advance consultation with the University Librarian. Where the absence is unexpected, as a result of illness or disability,

members have an obligation to inform the University Librarian, as soon as possible, of the anticipated duration of the absence.

IV.12.2 The annual salary for librarian members includes statutory vacation pay, and vacation entitlements and arrangements for scheduling vacations shall be as set out in IV.12.3.

IV.12.3 A Librarian member with less than ten (10) years service shall be entitled to twenty-two (22) working days of vacation, without loss of pay, during each year of employment. After ten (10) years of service this entitlement becomes twenty-five (25) working days. Where the employment during the year is less than twelve (12) months, or on a part-time basis, such entitlements shall be pro-rated accordingly. The University Librarian shall schedule vacations in order to give the greatest possible consideration to the preferences of librarian members, taking into account the functioning of academic programs and the needs of students.

IV.13 Geographical Limitations for Librarian Members

IV.13.1 No librarian member shall be required to provide more than occasional services outside Peterborough except as may be specified in the member's letter of appointment.

IV.14 Travel Between Work Locations

IV.14.1 Where a member is required to travel between work locations as part of their assigned duties, their Dean shall sign an appropriately completed T2200 form indicating members are required to travel for work purposes. Requests for a T2200 form submitted before March 1st shall be processed by the appropriate Dean's Office no later than March 31st.

IV.15 Professional Expenses

IV.15.1 In establishing policies for the provision of research activity, including the reimbursement of same, the use of per diems is permitted for established research accounts.

IV.15.2 In addition to the provisions for research and other scholarly activity established by other University policy, the Board shall establish for each member a Professional Expenses Fund which may be used in support of required duties under VIII.1.1(b) or VIII.1.2(d) (i) and/or (ii) 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 nine hundred and fifty dollars (\$1950) shall be credited on the first day of July to the Professional Expenses Fund of each member. On each June 30, unspent portions will be carried over to the next academic year, provided that the total on July 1 of any year will not exceed the sum of professional expenses and flexible benefits made available from the immediately

preceding three (3) years. Balances exceeding this amount on July 1 will have the excess permanently removed therefrom. Such removed balances shall be allocated to the Dean's contingency fund. Professional Expenses Fund entitlements shall be appropriately pro-rated in the case of limited term appointments which have terms of less than one year or duties and responsibilities that are less than full-time. For limited-term appointments of a year or more's duration, the anniversary date, for the purposes of allocation and rollover of funds shall be the first day of the member's appointment.

- IV.15.3 A full accounting of each member's Professional Expenses Fund shall be provided at least twice during the academic year. Each member may submit up to three (3) claims against their Professional Expenses Fund in each academic year.

IV.16 Outside Professional Activities

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

IV.17 Personnel Files

- IV.17.1 Every member has a right of access to any personal information about the member that is in the custody or under the control of the Employer except where such information is subject to solicitor-client privilege or privilege attaching to material obtained or prepared in contemplation of or for use in litigation before a court or judicial or quasi-judicial tribunal or to communication in furtherance of settlement. All rights and restrictions of this Article IV.17 shall apply equally to all information banks that contain personal information. Members shall be advised of the location of all such information banks.
- IV.17.2 There shall be one official personnel file for each member, hereinafter referred to as "the personnel file." A member's personnel file shall be kept in the Dean's office. The personnel file shall be clearly marked as confidential and held so as to protect the privacy of the member and shall be accessible (with the exceptions and limitations stated in IV.17.1, IV.17.5, and IV.17.14) only to the Dean and confidential staff in the Dean's office. The Dean may share relevant information from the personnel file, as required, in accordance with terms of the Agreement.
- IV.17.3 If required to satisfy terms of the Agreement, copies of some or all of the documents may also be kept in a confidential file in the office of the Chair of the Department, the Provost, the President or the Human Resources Office. All

restrictions specified in this article applying to the personnel file apply, *mutatis mutandis*, to any duplicated documents in other locations.

- IV.17.4 Notwithstanding the above, both salary and benefits records, as well as records dealing with medical accommodations shall be considered part of the personnel file, but shall only be maintained in separate files in the Department of Human Resources. Access to information relating to a member's disability status, held in the Department of Human Resources, may not be accessed without the member's consent except to the extent such access is necessary for assessing the member's capacity to carry out their duties.
- IV.17.5 The personnel file shall be the only file used in decisions respecting any and all terms and conditions of employment of a member, except where otherwise required by provisions of this Collective Agreement and subject to the exceptions in IV.17.1. Information that has not been accessible to the member from the time it came into the custody or under the control of the Employer shall be excluded from the personnel file and, subject to IV.17.1, from any other file used, as required above, in decisions respecting terms and conditions of employment, if the absence of the early access could reasonably be deemed to be prejudicial to the member, and no personnel decision about the member shall be made on the basis of, or with the aid of, such excluded information.
- IV.17.6 The personnel file shall contain only material pertinent to the employment of the member.
- IV.17.7 A member shall have the right, upon a minimum of two (2) days' written notice to the Dean or University Librarian, and/or Department Chair, to examine their personnel file during normal business hours. With the limitations stated in IV.17.18, there shall be complete access to the file. A member's access to their file maintained in the Department of Human Resources shall be on the same basis as above.
- Following such examination, and upon written request and at their own expense and at cost, a member shall be provided with a copy of their personnel file or of any of its contents.
- IV.17.8 A member is entitled to:
- (a) request correction of personal information contained in the member's personnel file where the member believes there is an error or omission;
 - (b) require that a statement of disagreement be attached to the information reflecting any correction that was requested but not made. This may include written comments on the accuracy, relevance, meaning or completeness of any of the contents of their personnel file. These comments may include supplementary documents considered relevant by the member.
 - (c) have removed from their personnel file any material which is false,

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

- IV.17.9 Any material shall be added to the file upon the request of the member, provided that the member declares the manner of solicitation, if any, of the material and that any such materials are consistent with IV.17.6.
- IV.17.10 A member may request, in writing to the Dean that certain material in their personnel file be subject to confidential safeguards beyond those provided for in this Agreement. The denial of such a request shall not be the subject of a complaint or grievance.
- IV.17.11 Except at the request of a member, no anonymous material shall be kept in their personnel file. 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.
- IV.17.12 A member's personnel file shall contain one copy of the employee's *curriculum vitae* as follows: (a) a member shall submit an up-to-date *curriculum vitae* for inclusion in their personnel file during their first year of employment at the University; (b) a member shall submit an updated *curriculum vitae* at least once every five years thereafter; (c) in addition, a member may submit an updated *curriculum vitae* at any time they see fit; and (d) the Dean or University Librarian may request an updated *curriculum vitae* at any time if required for the purposes of external reporting and such requests shall not be unreasonably denied. A member shall provide their *curriculum vitae* in the form prescribed by the Dean or the University Librarian. When an updated *curriculum vitae* is added to the member's personnel file, any previous *curriculum vitae* that is in the file shall be removed and destroyed.
- IV.17.13 A member's personnel file shall contain a copy of the member's Annual Reports and any Reviews of Annual Performance per VIII.10.4 and VIII.12.4.
- IV.17.14 None of the contents of any personnel file or other employment-related files as referenced in IV.17.5, shall be released or made available to any person without the express written permission of the member concerned, except
- (a) by an authorized representative of the Employer, for purposes of administering the Agreement;

(b) as permitted by the Collective Agreement;

(c) where required by law.

- IV.17.15 Access to the contents of a personnel file for IV.17.14(c) shall be granted only to individuals who show proof that such access is required by law. Such access shall be granted only by the Provost or someone designated by them in writing. The Provost shall notify the member concerned immediately, stating the person or persons granted access and the legal reasons for granting this access unless such notification is legally prohibited.
- IV.17.16 Letters of reference, assessment, and evaluation of performance of the member solicited for, or used in, career development decisions relating to the appointment, re-appointment, or granting tenure/permanency to the member shall, three (3) years from the date of the granting of tenure/permanency, be transferred to the Office of the President where they shall remain closed for a period of ninety (90) years from the date of birth of the member. Material retained under VII.9.8 shall be subject to IV.17.16 following the period described in VII.9.8.
- IV.17.17 When a member's appointment terminates under any of the provisions of this Agreement, that member's personnel files shall, three (3) years from the date of termination, be transferred to the Office of the President where they shall remain closed for a period of ninety (90) years from the date of birth of the member.
- IV.17.18 Materials solicited under an implied or express promise of confidentiality, that were contained in the personnel file on February 14, 1997, and which are still contained in the personnel file, shall remain in the personnel file, and shall be made available to the member, upon request, with the name of the author deleted.
- IV.17.19 With the exception of materials restricted by IV.17.18, all unsolicited and solicited material shall be made available in full to the member. Solicited material is material solicited for decisions respecting a member's terms and conditions of employment, including letters of reference, assessment, and evaluation of performance.

Article V: Leaves and Sabbaticals

V.1 Definitions

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

- (a) A **sabbatical leave** is a paid leave for purposes of research and scholarly development, granted in accordance with the provisions concerning entitlement and authorization as defined in this Agreement.
- (b) A **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.
- (c) An **academic unpaid leave** is a leave for purposes of scholarly research or for teaching and research, other than as provided in IV.9, during which benefits shall continue as provided in this Agreement.
- (d) A **general unpaid leave** is a leave granted for purposes other than scholarly research or teaching, during which benefits shall continue as provided in this Agreement.

V.2 Sabbatical Leaves

V.2.1 Duration

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

V.2.2 Accumulation of EYS

- V.2.2.1 A member shall be credited with one-half (1/2) **Earned Year of Service** (EYS) for each six (6) months of service to the University, including any period of sabbatical leave.
- V.2.2.2 A member shall be credited with one-half (1/2) EYS upon return to duties following an approved Maternity Leave.
- V.2.2.3 A member shall be credited with one-half (1/2) EYS for each six (6) months of unpaid academic leave up to a maximum of two (2) EYS for any continuous period of such leaves.
- V.2.2.4 A member hired into an EYS-eligible position shall be credited with one-half (1/2) EYS for each year of full-time service or equivalent at another university (a) subsequent to the most recent sabbatical or paid leave from such an institution or

(b) since initial appointment if no sabbatical or paid leave has been taken, prior to the member's service at Trent University, up to a maximum of three (3) EYS.

- V.2.2.5 Notwithstanding the above, no member, at the commencement of a probationary or tenured/permanent appointment, shall be entitled to more than three (3) EYS in recognition of service at Trent or at another university.
- V.2.2.6 Upon being granted a first sabbatical leave while holding an appointment at Trent University, a member initially accredited with two (2) or fewer EYS at the commencement of their probationary or tenured/permanent appointment, shall be credited with one (1) additional EYS towards that first leave. A member initially credited with 2.5 or with three (3) EYS shall be credited with an additional one-half (1/2) EYS towards that first leave.
- V.2.2.7 The service of members with part-time appointments shall earn EYS at the same rate as others (see V.2.2.1), according to the length of service, not prorated. However, the percentage of salary to be paid during sabbatical leave (see V.2.7) shall be a percentage of the full-time nominal salary prorated to the portion of full-time service corresponding to each period of EYS accreditation.
- V.2.2.8 Upon being granted a sabbatical leave, a member may elect to use any number of previously credited EYS towards that leave, and the number of EYS to be used shall be indicated by the member prior to the commencement of the leave. Any accredited EYS not so used shall be banked and may be used for a subsequent sabbatical leave.
- V.2.2.9 Notwithstanding any specific EYS entitlements which may be set out in this Agreement, no member may accumulate EYS in excess of fifteen (15).
- V.2.2.10 Accumulated EYS credits shall not be the basis for any claim to compensation upon a member's retirement, death, resignation, or a member's leaving the University following denial of tenure/permanency or dismissal for cause.

V.2.3 Eligibility

- V.2.3.1 To be eligible for a six-month sabbatical leave, a member shall have accumulated three (3) EYS, in addition to any EYS granted under V.2.2.4, by the time the leave would commence.
- V.2.3.2 To be eligible for a twelve-month sabbatical leave or two (2) successive six-month sabbatical leaves, a member shall have accumulated six (6) EYS, including any EYS granted under V.2.2.4, by the time the leave would commence.

V.2.4 Entitlement

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

V.2.5 Scheduling

V.2.5.1 Departmental/Library Plans

- (a) After review by the Department/Library Personnel Committee, and approval by the Department/Librarians' Committee, a departmental/library plan for sabbaticals shall be submitted to the Dean by May 15 of each year.
- (b) 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.
- (c) The departmental/library sabbatical leave plan shall reflect as closely as possible the requests for leaves for members, provided that due regard is paid to the needs of the department/library. Unless there is a contrary advantage for the academic/professional development of members, conflicting requests shall be resolved by the department/library in favour of the member having the greater number of EYS and/or the greater period of time elapsed since the last sabbatical leave.
- (d) The Dean shall review departmental three (3) year plans, 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, and may require revisions to the plan on the grounds of library needs.
- (e) Following any such revision to departmental/library plans in any given year, and subject to sub-paragraph V.2.5.3, no member shall be displaced by their department or by the Dean, or in the case of librarian members, by the University Librarian without their consent from their place on the three (3) year departmental/library plan.

V.2.5.2 Application for Sabbatical Leave

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

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

departmental/library three (3) year plans, and shall be forwarded to the Dean by October 15 prior to a July 1 sabbatical start date or by February 15 prior to a January 1 sabbatical start date.

V.2.5.3 Decanal Review and Recommendation

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

If the Dean is not satisfied with such an application, or if it is determined that the member has failed adequately to report sabbatical activities and accomplishments, in accordance with V.2.9, the Dean may deny a sabbatical leave application. In such cases the following shall prevail:

- (a) The Dean shall submit the case for denial to COAP.
- (b) The Dean shall inform the member of the denial and the reasons.
- (c) COAP shall invite the member to respond within two (2) weeks to the case made by the Dean. The response must be in writing and must contain whatever supporting evidence the member deems pertinent.
- (d) After considering the member's response, COAP shall advise the Dean and the member either that the denial should be upheld, or that the leave should not be denied.
- (e) Where COAP and the Dean remain unwilling to recommend to the Provost that a sabbatical leave be authorized by the Board, the member shall continue to have the right to apply for sabbatical leave in subsequent years, subject to departmental leave plans.
- (f) A member denied a sabbatical leave shall continue to be credited with EYS in accordance with V.2.2.

V.2.5.4 Replacements

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

V.2.5.5 Special Authorization

The Dean may, after consulting the department/library and COAP, and upon timely application by a member, recommend to the Provost special authorization for a sabbatical leave when the member is unexpectedly offered an unusual opportunity to further personal academic/professional development at a time not scheduled in a departmental/library plan. The Dean shall ensure that

departmental/library needs are not harmed by such special authorizations, and the possibility of such harm shall be grounds for rejecting such an application. If the Dean decides against a request for such special authorization, reasons shall be provided in writing to the member.

V.2.6 Discretionary Replacements

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

V.2.7 Salary and Benefits

V.2.7.1 A member granted a six-month sabbatical leave shall receive the percentage of salary, as determined by the provisions of this Agreement, set out in the schedule below:

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

V.2.7.2 A member granted a twelve-month sabbatical leave shall receive the percentage of salary, as determined by the provisions of this Agreement, set out in the following schedule:

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

V.2.7.3 The Board shall provide to the member on sabbatical leave, life insurance, medical, dental, and other usual benefits. If the member while on sabbatical leave is on a salary of less than 100% of non-leave salary, the Board shall pay its

contributions to the member's benefits as though the member were receiving non-leave salary, and in addition the Board shall pay that portion of the member's contributions, required by the difference between the member's actual salary while on sabbatical leave and non-leave salary. Non-leave salary is defined as the salary that would have been paid were the member not on sabbatical leave.

V.2.8 Sabbatical Leave Support

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

V.2.9 Report on Leave

A member returning from sabbatical leave shall submit a report, of no more than two (2) pages, explaining academic activities and accomplishments in relation to the proposed leave as required in V.2.5.2. This report shall be submitted to the Dean/University Librarian within 90 days of the completion of the leave. COAP shall review the reports. A summary of these reports, prepared by the Office of the Provost, shall be provided to Senate for information.

V.2.10 Alternative Remunerated Employment

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

V.3 Research Leaves

V.3.1 A member who has agreed to teach a course under VIII.6 may submit a written request to the Dean (copy to the Chair) to bank a course release in lieu of per course remuneration. Banking will be permitted to a maximum of three (3) course releases. Use of banked course releases, in order to facilitate identified research projects, shall be subject to the following conditions:

- (a) a member's proposal for specific course releases must be submitted in writing to the Dean (copy to the Chair) by October 15th of the academic year prior to the academic year for which the course releases are requested;
- (b) the proposed course releases must be supported by the member's Department Committee and the member's Chair and approved by the Dean;
- (c) the departmental recommendation must consider proposals for course releases in relation to its sabbatical plan (see V.2.5.1 to V.2.5.3), and

approved course releases shall be appropriately noted on the sabbatical plan;

- (d) three (3) banked courses are required for a full research leave, one and one-half (1.5) courses are required for a half research leave;
- (e) the research project for research leave under V.3 must be evaluated and approved by the appropriate internal Committee on Research (e.g. NSERC or SSHRC) based on the prospect of successful completion, and the report on the research must be submitted to the appropriate internal Committee on Research within three (3) months of return to teaching duties;
- (f) support or approval for proposed course releases shall not be unreasonably withheld;
- (g) during a research leave, members are still required to undertake their normal duties, with the exception of their teaching duties, including: academic advising, department/program committee work, and other university service with the exceptions noted in VIII.7.2;
- (h) if the appropriate internal Committee on Research is not satisfied with such an application for research leave, it may deny a research leave application. In such cases, the following shall prevail:
 - (i) The Vice President of Research and Innovation shall inform the member of the denial and the reasons;
 - (ii) The Vice President of Research and Innovation shall invite the member to respond within two (2) weeks. The response must be in writing and must contain whatever supporting evidence the member deems pertinent. The Vice President of Research and Innovation shall convey the member's response to the appropriate internal Committee on Research;
 - (iii) After considering the member's response, the appropriate internal Committee on Research shall advise the Vice President of Research and Innovation, copied to the Dean, either that the denial should be upheld, or that the leave should not be denied;
 - (iv) A member denied a research leave after the above procedure will receive a lump sum payment, less deductions required by law, equivalent to the value of the member's banked course release(s).
- (i) course releases which are banked in this fashion shall not be the basis for any claim to compensation upon termination of employment or

otherwise.

V.4 Unpaid Leaves

V.4.1 Procedures

- V.4.1.1 Applications for unpaid leave shall be made at a time sufficient to ensure that a suitable replacement can be secured. Such applications shall not be unreasonably denied.
- V.4.1.2 Applications for unpaid leave shall contain clear indication of the period for which leave is being sought, the type of unpaid leave sought, and the purpose of the proposed leave, including whether or not employment elsewhere is the purpose of the unpaid leave.
- V.4.1.3 Applications shall be judged with due regard to the academic/professional development of the member applying for the leave, the needs of the department/library and equity considerations, with respect to other members. In the case of general unpaid leave, the personal preferences of members shall be given due weight, as shall consideration of public interest.
- V.4.1.4 Applications for unpaid leave shall be reviewed by the member's Department/Library Personnel Committee and Department/Librarians' Committee and shall be transmitted promptly to the Dean by the department Chair, or in the case of librarians, to the University Librarian, together with the recommendations of these bodies.
- V.4.1.5 Where the purpose of an unpaid leave is to take employment elsewhere, and where such a leave would have a negative impact on academic planning within the member's Department, the Employer may require, as a condition of approval of the leave, a date no more than five (5) months prior to the end of the approved leave by which the member must confirm their intent to return to employment at Trent. The Employer may further stipulate that failure to confirm intent to return to employment at Trent by that date constitutes an irrevocable notice of resignation, effective on the first working day following the term of the approved leave.
- V.4.1.6 The member shall be notified of the Dean's intended recommendation concerning the application for unpaid leave, with reasons in writing if the recommendation is to deny the application, and the member shall have ten (10) days to respond to the Dean's statement and to request reconsideration.
- V.4.1.7 The Dean shall make a recommendation for unpaid leave, including the specifications of the type of unpaid leave, to the Provost, and the Board shall not unreasonably prolong the communication of a decision on such a recommendation.

V.4.2 Terms of Unpaid Leaves

- V.4.2.1 A member:

(a) shall not be granted unpaid leave of more than two (2) consecutive years; and,

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

V.4.2.2 Where warranted by very special, unexpected and unusual circumstances, the maxima specified in V.4.2.1 (a) and (b) above may be increased by no more than one (1) additional year. Requests for such an increase shall be subject to the procedures set out in V.4.1 and must have the support of the member's Department Committee and the additional leave shall, in every case where granted, be regarded as a general unpaid leave.

V.4.3 Replacements for Unpaid Leaves

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

V.4.4 Benefits and Entitlements

V.4.4.1 The Board shall provide for a period of up to two (2) consecutive years to a member on unpaid leave life insurance, medical, dental, and other usual benefits. For the first year of leave, the Board shall pay both its contributions and the member's contributions, as though the member were receiving non-leave salary as defined under V.2.7.3. For the second, and any future years of leave, the Board shall pay its contributions and the member shall pay their contributions, as though the member were receiving non-leave salary as defined under V.2.7.3. In the case of unpaid leaves which entail alternative employment, and such employment includes benefits, members shall assume the compensation and benefits of the alternate employer.

V.4.4.2 A member, upon returning from academic unpaid leave, shall be placed at the salary step equivalent to the step that would have been attained without the leave.

V.4.4.3 A member on general unpaid leave shall not be accredited with career development increments or EYS for the period of such leave.

V.4.4.4 Where a member has been approved for a second year of unpaid leave or where an increase in leave has been authorized in accordance with V.4.2.2, the Dean, at the member's request, may approve the awarding of full or partial benefit entitlements for the extended leave period.

V.5 Political Leaves

V.5.1 Trent University is committed to the principle that members of an academic

community should be free to enter public life and to engage in political activity.

V.5.2 Members shall be entitled to political leave for a maximum period of six (6) years in total as provided in Article V.5.5. In exceptional circumstances, following initial granting of a leave, requests to exceed this six-year maximum shall be referred to the Joint Committee, whose decision shall be final.

V.5.3 A member who intends to seek political office normally shall provide notice of such intent to the Dean/University Librarian at least three (3) months in advance of the expected commencement date of the leave.

V.5.4 A member shall be entitled to a leave of absence from academic duties and responsibilities with pay as follows:

(a) for election to the Parliament of Canada or to the Parliament of Ontario: one (1) month; and,

(b) for election to a major civic position in Ontario or for election within First Nations, Métis Nations, or within Inuit Nunangat: one (1) week.

V.5.4.1 In addition, a member shall be entitled to a leave of absence from academic duties and responsibilities without pay for a period of one (1) month, normally, for election to Parliaments of provinces of Canada other than Ontario, and for a period of one (1) week, normally, for election to a major civic position in Quebec.

V.5.4.2 It is expected that for the period of the leave of absence the member and the Department Chair/University Librarian will agree to re-arrange the teaching, administrative or other duties to their mutual satisfaction. In the case of faculty members, the Dean shall be advised of these arrangements.

V.5.5 In cases where a member is elected to the public offices referenced in V.5.4, above, a political leave of absence shall be granted as follows:

(a) Parliament of Canada or Provincial Parliaments: leave of absence without pay for a period not, normally, to exceed a total of six (6) years; and,

(b) Major paid Civic Post in Ontario or Quebec: a pro rata reduction in salary and duties not to exceed 25%.

(c) Major elected positions within First Nations, Métis Nations, or within Inuit Nunangat: a pro rata reduction in salary and duties not to exceed 25%.

The member shall meet with the Dean/University Librarian within five (5) days of being elected, to make appropriate arrangements for teaching and other duties. The University shall contribute to the University benefit plans on the basis of the actual salary paid to the member during the period of the leave.

- V.5.5.1 The member normally shall advise the Dean/University Librarian, at least six (6) months prior to the expiry of the political leave, of their intention to return to normal teaching and other duties. A member who intends to remain in elected office after the maximum period specified in V.5.2 shall submit their resignation to the Dean/University Librarian. If a member continues to serve in elected public office after the maximum period specified under V.5.2, they shall be deemed to have resigned from the University.
- V.5.5.2 A member elected to a major Civic Post in Ontario or Quebec shall be granted career development increments and EYS credits, as applicable, in proportion to the percentage of salary paid by the University while in such a position.
- V.5.5.3 A member on unpaid political leave shall not be eligible for a Professional Expenses Fund as set out in Article IV.15.

V.6 Eligibility for Pregnancy, Maternity and Parental Leave Sub-Plan(s)

In the light of the ongoing professional responsibilities of members, the Board agrees to provide the following 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 benefit sub-plans, a faculty member/librarian must meet eligibility requirements for EI and be planning to return to work no later than seventy-eight (78) weeks from the commencement of 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 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.6.2 and V.6.3.2.

V.6.1 Maternity Benefit Sub-Plan

- (a) First week - 95% of member's normal salary/wages will be paid by the University upon receipt of EI acceptance, if the waiting period is not yet served;
- (b) Next sixteen (16) weeks - the University will supplement EI benefits to 95% of normal salary/wages. If the waiting period is waived, the University will supplement EI benefits to 95% of normal salary/wages for an additional one (1) week, for a maximum of seventeen (17) weeks.

In cases of a pregnancy 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 librarian members, the assigned duties component will be similarly replaced.

V.6.2 Unpaid Pregnancy Leave

Members who are ineligible for the Maternity Benefit and sub-plan referenced in V.6.1, 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.6.3 Parental Benefits Sub Plans

V.6.3.1 Parental leave is available to 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 the Maternity Benefit under Article V.6.1, they may follow that sub-plan with either a standard or extended parental leave. In the case of a standard parental leave, the University will supplement EI 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 EI 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.)

V.6.3.2 Parental leave benefits for members not eligible for the Maternity Benefit under Article V.6.1 shall be subject to the following conditions:

Standard Parental Benefit Sub-Plan

- (a) first week - 95% of member's normal salary/wages will be paid by the University upon receipt of EI acceptance, if the waiting period is not yet served;
- (b) next eleven (11) weeks - the University will supplement EI benefits to 95% of normal salary/wages;
- (c) 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.

Extended Parental Benefit Sub-Plan

- (a) first week - 95% of member's normal salary/wages will be paid by the University upon receipt of EI acceptance, if the waiting period is not yet served;
- (b) next eleven (11) weeks - the University will supplement EI benefits to

73% of normal salary/wages;

- (c) 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.6.3.3 Unpaid Parental Leave

Members who are ineligible for the parental benefit sub-plans referenced in 1 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.

V.6.3.4 The member's and the Board's contributions to the benefits plans during the 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 pregnancy or parental leave shall be considered as a period of service with the University.

V.6.3.5 When a member return to work following a pregnancy or parental leave, compensation shall be the same as if the member had not been on leave.

V.6.3.6 A probationary member on 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.

V.6.3.7 If an employee decides not to return to work, the employee agrees to repay the Board, the University's portion of the sub-plan.

V.7 Sick Leave

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

In the event of recurring illness, the entitlement is a single period of six (6)

months of benefits if the disability is due to the same or related cause.

If the member qualifies for benefits under the Long Term Disability Plan, the specified benefit (see XVI.6.1(h)) will become payable after the expiry of the appropriate sick leave period.

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

Members shall notify their Department Chair or University Librarian and Human Resources as soon as possible of their absence and its estimated duration.

V.8 Court Leave

V.8.1 Members who are summoned to be witnesses or jurors by a court or anybody with the power of subpoena, shall, if their attendance requires them to be absent from their scheduled responsibilities, notify the Dean (or University Librarian) (copy to their Chair) of the summons as soon as possible. Upon request, members shall supply the Dean (or University Librarian) with a copy of the summons.

V.8.2 Members who have complied with the foregoing shall be granted leave of absence with full salary and benefits during the period of service to the court or summoning body.

V.9 Reconsideration of Leave Denial

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

V.10 Leave and Sabbatical Requests of Cross-Appointed Faculty

V.10.1 The leaves and sabbaticals requests of cross-appointed faculty are to be processed, at the departmental level, by the home unit, but with the provisos that:

- (a) individuals must inform the non-home unit at the time of their request to be included in the home unit's leaves and sabbaticals plan for a particular year. Individuals must also inform the non-home unit of any existing plans at the time of cross-appointment;
- (b) the home unit must consult the non-home unit before making a final decision about a cross-appointed member's leave request; and,

- (c) there must be agreement between both units regarding changes or additions to the home unit's three-year plan that directly affect the staffing plans of the other unit.

V.11 Leaves for Probationary Appointees

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

V.12 Limited Term Appointees

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

Article VI: Departmental Operations

VI.1 Department Committee

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

VI.2 Department Personnel Committee

VI.2.1 There shall be a Personnel Committee established in each department. The Personnel Committee shall be elected annually by and amongst members of the Department Committee. The Personnel Committee shall be composed of at least three members of the bargaining unit, eligible in accordance with I.2.7.4, including the Department Chair, serving as the voting chair of the Committee. Representation of underrepresented groups shall be a consideration in determining membership of the Committee and in all cases committees must include members of more than one rank and gender. Where there are not enough faculty members to satisfy the above, the Dean and the Chair shall mutually agree upon an appropriate replacement. Personnel Committees shall be comprised solely of bargaining unit members; exceptions require the approval of the parties.

VI.2.1.1 The Personnel Committee shall consider applications and make recommendations concerning all appointments to the department and it shall consider and make recommendations concerning all questions of reappointment, renewal of probationary appointments, promotion, merit awards, and requests for unpaid leaves, as defined by this Agreement.

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

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

VI.2.4 Department Hiring Committee

VI.2.4.1 To ensure appropriate expertise for faculty hiring and to assist with the distribution of work among members, the Department Committee may elect a

Hiring Committee to serve in place of the Department Personnel Committee. All features of the Personnel Committee continue to apply to the Hiring Committee and a department may convene more than one Hiring Committee in the case of multiple hires.

- VI.2.4.2 In the event that there is no existing department to conduct a search for a position, the Hiring 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.

VI.3 Department Tenure Committee

- VI.3.1 When a tenure decision, including tenure concurrent with promotion, is to be made, a Tenure Committee shall be established, composed of five (5) persons eligible in accordance with I.2.7.4.
- VI.3.2 The Committee shall consist of the Chair of the department concerned, as Chair of the Tenure Committee, three (3) tenured faculty members elected by and from the Department Committee, and a faculty member from a cognate discipline appointed by the Dean in consultation with the Chair of the Tenure Committee. Where there is no representation from underrepresented groups amongst the faculty members elected by the Department Committee, the Dean's appointee from a cognate discipline shall normally be a member of an underrepresented group. All members of the Committee are voting members.
- VI.3.3 When a candidate holds an appointment in a department with fewer than four (4) available tenured faculty members, the Dean, in consultation with the Chair of the Tenure Committee and the candidate, shall appoint the necessary number of tenured faculty members from cognate disciplines to make up a Tenure Committee of five (5) tenured faculty members, inclusive of the Chair of the Tenure Committee. Here, as in VI.3.2 the Committee members from cognate disciplines are regular members of the Tenure Committee, with no special responsibilities, and no special authority from or obligations to the Dean.
- VI.3.4 When a candidate holds an appointment in more than one department, the Tenure Committee shall include a member from the non-home department, with full voting rights. This member shall serve in lieu of one of the three (3) tenured faculty members elected by and from the Department Committee under VI.3.2, and this member shall be elected from the non-home department in the same manner as members elected from the home department.

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

- VI.4.1 For purposes of collegial governance and peer-review in the School of Education 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 developing a list of Additional Departmental Considerations related to the evaluation of teaching, research, and service, in accordance with Article VII.7. The Collegial Chair will also attend Faculty Board, and shall be placed on the Senate rotation.

- VI.4.2 Only members of the TUFA bargaining unit shall participate in personnel committees except that in the case of the Trent/Fleming School of Nursing, hiring committees shall include one voting Fleming College faculty member.

VI.5 Librarians' Committee

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

VI.6 Library Personnel Committee

- VI.6.1 There shall be a Library Personnel Committee elected annually by and amongst members of the Librarians' Committee. This Committee shall consist of at least three (3) librarians eligible in accordance with I.2.7.4, one of whom shall be selected as a voting Chair. Representation of underrepresented groups shall be a consideration in determining membership of the Committee and the Committee must include members of more than one rank and gender where possible. 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. Personnel committees shall be comprised solely of bargaining unit members; exceptions require the approval of the parties.
- VI.6.2 When a candidate holds an appointment in more than one academic unit, the Library Personnel Committee shall also include a member from the non-home academic unit with full voting rights. This member will be appointed by the University Librarian, in consultation with the Chair of the Library Personnel Committee and the candidate.

VI.7 Library Permanency Committee

- VI.7.1 When a permanency decision is to be made, a Library Permanency Committee shall be established, composed of five (5) persons eligible in accordance with I.2.7.4.

VI.7.2 The Library Permanency Committee shall consist of the Chair of the Library Personnel Committee, as voting Chair, three (3) permanent librarian members elected by and amongst the members of the Librarians' Committee, and one (1) faculty member from within the University appointed by the University Librarian in consultation with the Chair of the Library Permanency Committee. Where there is no representation from underrepresented groups amongst the librarian members elected by the Librarians' Committee, the University Librarian's appointee shall normally be a member of such a group. All members of the Committee are voting members.

VI.7.3 When a candidate holds an appointment in more than one academic unit, the Library Permanency Committee shall also include a member from the non-home academic unit with full voting rights. This member will be appointed by the University Librarian, in consultation with the Chair of the Library Permanency Committee. This member shall serve in lieu of one of the three (3) permanent librarian members elected by and amongst the members of the Librarians' Committee under VI.7.2, and this member shall be elected from the non-home academic unit in the same manner as members elected from the Librarians' Committee.

VI.8 Quorum and Voting Rules for Personnel & Tenure/Permanency Committees

VI.8.1 Quorum for Personnel & Tenure/Permanency Committee meetings, at which a reappointment, tenure/permanency or promotion file is being discussed and/or voted on, shall be all members of the Committee, save any members who are in a conflict of interest. Members who are in a conflict of interest will recuse themselves from any Committee meetings at which the relevant reappointment file is being discussed and/or voted on. Notwithstanding the above, in exceptional circumstances members may participate via the use of technology.

VI.8.2 Committee decisions shall be made by formal vote. Votes shall be conducted by secret ballot. Committee members may not abstain from voting. A simple majority of votes carries. A record of the results of the vote as well as the minutes of all Committee meetings shall be forwarded to the Office of the Dean when the Chair forwards the Committee's recommendation to the Dean. Such records are confidential, and the Committee's minutes will not form part of the reappointment, tenure/permanency or promotion file. They shall be kept for twelve (12) months after the decision has been issued or until the end of any related grievance or arbitration.

VI.9 Confidentiality on Personnel and Tenure/Permanency Committees

VI.9.1 Members of the Personnel and Tenure/Permanency Committee shall maintain confidentiality regarding the Committee's deliberations and decisions, unless, as a result of a grievance process, legal or contractual proceedings require

otherwise. Committee members who violate this requirement of confidentiality shall be removed from the Committee by the Chair of the Committee.

VI.9.2 Notwithstanding the confidential nature of the deliberations and decisions leading to recommendations of the Committee, any allegations of procedural irregularities may be brought to the attention of the Dean, the Provost or any TUFA officer, as per I.8.

VI.10 Role of Department Chairs/Directors

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

VI.10.2 Accountable to the Dean, the Chair/Director is the departmental academic administrative spokesperson in respect of, but not limited to, teaching; the development and delivery of undergraduate curricula and programs; creating a fair, equitable, and supportive environment for student learning and engagement; supporting faculty involvement in scholarly activity; stewardship of the human and financial resources of the department; representing the department in the University; and liaison with the profession and the community.

VI.10.3 The Chair/Director administers the affairs of the department after appropriate consultation with its members, ensuring collegiality and collegial decision making within the department. In representing the department in an official capacity, Chairs/Directors will present the department's position.

VI.10.4 Although responsible for carrying out the duties and responsibilities outlined in this Article, the Chair/Director, as a member of the faculty, remains an academic for whom teaching and research are also fundamental career rights.

VI.10.5 Chairs/Directors will not administer discipline with respect to TUFA members and will not be requested by the Employer to attend meetings with a TUFA member the purpose of which is to discuss discipline related to that member.

VI.10.6 In addition to other duties specifically assigned to Chairs/Directors in this Agreement, the duties and responsibilities of Chairs/Directors normally include the following:

- (a) provide leadership and initiative in the development of the department's curricula, academic planning, programs, and research activity, including liaison with the broader academic community within their discipline where appropriate;
- (b) provide leadership in the career development of members of the department;
- (c) in keeping with the local norms of the department, convene such regular meetings of the faculty within the department as are required to facilitate collegiality and collegial decision-making. This includes, but is not

necessarily restricted to, circulating agendas prior to meetings; arranging for notes (or formal minutes) of meetings to be taken and circulated in timely fashion; and allowing for the presentation of formal motions, discussions and votes as required;

- (d) oversee the work of such committees as may be established by the department from time to time;
- (e) represent the department's interests in academic administrative matters. In cases where the members of the department are divided on a particular matter, the Chair/Director will, after appropriate discussion and attempts to reach consensus, represent the views within the department, and where a vote has been taken the view of the majority;
- (f) administer departmental budgets and staffing plans;
- (g) oversee administrative and clerical functions and supervise non-TUFA staff within the department;
- (h) attend central administrative meetings (for example, Faculty Board) and report to the department;
- (i) ensure that the Department Committee, the Personnel Committee and the Tenure Committees are constituted as provided for elsewhere in this Agreement;
- (j) ensure that effective communication is maintained with students in the department's courses and programs; involve them, where appropriate, in department activities and discussions; and address student complaints and concerns unresolved by faculty and/or staff;
- (k) ensure that department proposals are discussed, voted upon, and moved toward the appropriate University bodies, ensuring that Senate and other applicable University regulations/policies are observed;
- (l) on behalf of the Personnel Committee, recommend CUPE appointments to the Dean;
- (m) responsibilities as outlined under VIII.3.

VI.11 Appointment of Chairs/Directors

- VI.11.1 In the final year of a Chair's/Director's term of office, or when a vacancy occurs, the Dean shall initiate proceedings for the selection of a successor, or for reappointment of the incumbent Chair/Director.
- VI.11.2 The Department Committee shall meet to discuss the requirements of the position, and shall elect a Search Committee which excludes the incumbent Chair/Director and which may include up to two (2) students. The Dean shall

appoint an additional member of the Search Committee from outside the department.

- VI.11.3 If the Dean has particular expectations for the position, these shall be communicated to the Search Committee along with any other instructions deemed relevant to the search.
- VI.11.4 The Search Committee shall submit a single name, or two (2) names if it prefers, to the Department Committee for approval or choice.
- VI.11.5 Once a proposed candidate is approved by the Department Committee, the Chair of the Search Committee shall forward the Search Committee's recommendation to the Dean.
- VI.11.6 If the Dean approves the proposed appointee, that recommendation shall be forwarded to the Provost, who shall convey it to the President.

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

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

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

VI.12 Associate Chair/Director

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

VI.13 Roles and Responsibilities of Graduate Directors

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

Specific responsibilities of the Graduate Program Director normally include:

- (a) Providing current information to all graduate students, both incoming and continuing, on all aspects of the graduate program, admission requirements, financial support, procedures and deadlines.

- (b) Ensuring that all graduate administrative procedures are followed.
- (c) Ensuring that policies relevant to the graduate program such as the appointment of supervisors, dispute resolution, and monitoring progress are current and published.
- (d) Informing students of University and program health and safety regulations as appropriate to the discipline and field.
- (e) Being reasonably accessible to students when called upon for discussion and consultation of their academic progress and research.
- (f) Establishing a means of communicating with graduate students about matters of importance to their program (e.g. events, seminars, funding opportunities)
- (g) Ensuring that a supervisor is appointed for each student registered in a graduate degree program with a research component.
- (h) Ensuring that a supervisory committee is appointed for each student, as needed.
- (i) Receiving a progress report from the supervisor and student annually (typically in May) and ensuring that the progress report is submitted to the School of Graduate Studies by June 1st every year. With the assistance of the School of Graduate Studies reviewing time to completion rates and addressing individual and programmatic concerns as needed.
- (j) Providing guidance for resolving problems which may arise between graduate students, instructors, supervisors and/or members of the supervisory committee.
- (k) Informing students of resources and services available to them for assistance, consultation, and advice on academic and non-academic matters.
- (l) Working with the School of Graduate Studies to maximize student recruitment and retention efforts (including discipline specific recruitment efforts).
- (m) Overseeing curriculum development and review, including the development of program level goals.
- (n) Overseeing the scheduling of the thesis/dissertation defence.
- (o) Participation as a member of Graduate Studies Committee (as per Senate requirements), Graduate Studies subcommittees, Faculty Board,

and, when assigned, Senate.

- (p) Recommending faculty appointments and reappointments to the graduate program, as needed or required.
- (q) Developing program policies for approval at the Graduate Studies Committee.
- (r) Overseeing the development and scheduling of comprehensive and conversion exams, as applicable.

VI.14 Roles, Responsibilities and Appointment of Program Coordinators

- VI.14.1 Program Coordinators may be: (a) appointed by the Dean to administer an academic program that is not contained within an existing department; (b) assigned to administer an academic program that is contained within an existing department; or (c) assigned to administer an option as identified in the Academic Calendar. In the case of (b) or (c) the assignment shall be considered one of their service responsibilities consistent with VIII.3.
- VI.14.2 Program Coordinators that administer a program not within a department normally will have responsibilities and rights consistent with those outlined at VI.10.
- VI.14.3 Program Coordinators that administer any other academic program that is contained within an existing department will administer the program in consultation with the Chair. Their duties in this role will be a subset of VI.10.6 and may include responsibility for other duties such as cyclical reviews.

Article VII: Reappointment, Tenure, Permanency, Promotion, Merit

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

Note: For purposes of this article the “Relevant Committee” shall refer to the appropriate Department Personnel Committee, Department Tenure Committee, Library Personnel Committee, or Library Personnel Committee as circumstances require.

VII.1 Decision Process

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

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

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

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

VII.2 Effective Date of Reappointment, Tenure or Promotion

VII.2.1 Once a decision to grant reappointment, tenure or promotion has been made by the Board, it shall take effect on 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.

VII.2.2 If a candidate for reappointment has submitted materials by November 30th of the year in which the candidate is being considered and a decision to deny reappointment is nonetheless delayed beyond June 30th of the penultimate year of the initial probationary appointment, the candidate shall be granted a further one (1) year limited term appointment, notwithstanding the various provisions of this Agreement.

VII.2.3 If a candidate for tenure has submitted materials by August 31st of the year in which that member is being considered and a decision to deny tenure is nonetheless delayed beyond June 30th of the penultimate year of the probationary service, the candidate shall be granted a further one (1) year limited term appointment, notwithstanding the various provisions of this Agreement.

VII.3 Criteria for Probationary Reappointment, Tenure, Promotion, and Merit

VII.3.1 Criteria – Faculty

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

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

VII.3.1.3 Unless the candidate's letter of appointment makes an exception, the completion of a Ph.D. or its equivalent is a necessary condition for granting tenure.

VII.3.1.4 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 Department 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 (c).

VII.3.1.5 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 in order to be successful, the candidate must have continued to fulfil the criteria for the granting of tenure, and demonstrate that they are entirely satisfactory in the performance of the duties and responsibilities as set out in VIII.1.1.

VII.3.1.6 The criteria for promotion to 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. In extraordinary cases, promotion to Professor may be granted based on being very highly regarded in service that is sustained and exceptional, and highly regarded in teaching or research.

VII.3.2 Criteria – Librarians

- VII.3.2.1 The assessment as to whether or not a candidate for probationary reappointment shall be reappointed shall be on the basis of whether or not the candidate has demonstrated satisfactory progression towards permanency in accordance with the criteria for granting permanency as set out in this Article.
- VII.3.2.2 The criteria for the granting of permanency for a librarian member, shall be a high quality in the performance of duties in the Library, and fulfilment of the applicable duties and responsibilities referenced in VIII.1.2. In assessing a candidate for permanency, the Library Permanency Committee, COAP, the Provost, and the Board shall pay principal regard to competence in the performance of duties and promise of continuing development as a librarian.
- VII.3.2.3 In the case of a librarian applicant, when a candidate is being considered for both permanency and promotion to Librarian III in the same academic year, the Library Permanency Committee, if recommending the granting of permanency, shall recommend promotion to Librarian III, provided that the candidate is competent in the performance of the duties; shows an interest in general library policy; and has demonstrated an interest and activity in at least one of the following areas: the profession at large; scholarship, research, or university teaching; and university service or professionally related community service.
- VII.3.2.4 When a member who was not promoted to Librarian III at the time they were awarded permanency requests at a later date to be considered for promotion to Librarian III (see IV.6.2), in order to be successful, the candidate must have continued to fulfil the criteria for the granting of permanency, and must demonstrate that they show an interest in general library policy; and have demonstrated an interest and activity in at least one of the following areas: the profession at large; scholarship, research, or university teaching; and university service or professionally related community service.
- VII.3.2.5 The criteria for promotion to Librarian IV shall be: satisfactory in the performance of professional duties in the Library, an effective contributor to the shaping of library or archives policy; significant contributions in at least one of the following areas: the profession at large scholarship, research or university teaching; active participation in university service or professionally related community service.
- VII.3.3 Application of Criteria**
- VII.3.3.1 The criteria for the evaluation of candidates for reappointment, tenure, promotion, and merit shall be applied in accordance with Articles VII.4, VII.5, and VII.6.
- VII.3.3.2 Evaluation of teaching, research, and service performance will reflect pertinent information provided by the member about accommodation arrangements and/or leaves of absences.
- VII.3.3.3 Members applying for reappointment, tenure, promotion, or merit shall select from a broad variety of contributions and suitable indicators as outlined in Articles VII.4, VII.5, and VII.6 to demonstrate that they meet the relevant criteria.

VII.3.3.4 Evaluation of teaching, research, and service performance required as part of this Collective Agreement in relation to reappointment, tenure, and promotion shall be conducted according to this Article.

VII.4 Evaluation of Teaching Performance

VII.4.1 Assessment and evaluation of teaching shall be based on the effectiveness of the instructor, as indicated by command of 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.4.2 The parties agree that Student Experience of Teaching Surveys (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 SETS are relevant to the assessment and evaluation of teaching.

VII.4.3 Reviews of teaching performance may not rely exclusively on SETS, or student opinions. Full consideration shall be given all materials required and permitted as part of any evaluation of teaching performance described in this Agreement.

VII.4.4 Teaching includes, but is not limited to, the following activities performed by members:

- (a) delivering courses; conducting seminars; guiding tutorials; overseeing 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; supervising undergraduate students conducting individual projects for academic credit, such as honour's theses, reading courses, internships, and placements, or community-based projects; supervising and mentoring of graduate students;
- (e) consulting with students outside of class or laboratory time;
- (f) participating in the development of teaching methods, programs or course content and curriculum; and
- (g) preparing course outlines, instructional material, laboratory exercises, course notes, assignments, final examinations and other materials.

VII.4.5 Evaluation of a member's teaching performance shall review all relevant information, with the understanding that members must demonstrate that they

have met the criteria by selecting from a broad variety of contributions and suitable indicators, as provided below:

- (a) the teaching dossier submitted by the member, if applicable;
- (b) a statement of teaching philosophy and a self-assessment indicating the candidate's continuing commitment to educating students;
- (c) the size, type, nature and level of courses taught;
- (d) the nature of the subject matter;
- (e) the experience of the member with the course, and the number of new course preparations assigned to the member;
- (f) the role of the member and the method of delivery;
- (g) departmental and disciplinary variations in teaching methods and norms;
- (h) the member's role in advancing pedagogy, curriculum and instruction such as administrative and committee service, directing and coordinating programs, guest lectures, and other presentations; examples of course revision, curriculum development, and teaching methods;
- (i) leadership in the form of a candidate's participation in some of the following: activities related to students' academic careers; mentoring of colleagues on matters relating to teaching; workshops and/or teaching initiatives outside the department;
- (j) contributions in the areas of pedagogical development and innovation, and the complexity such innovation entails; participation and presentations in workshops and conferences/seminars on pedagogy; publication of textbooks; publications in practitioner journals; publication of practitioner books, editing journals or special issues related to pedagogy, creative work such as multimedia packages, electronic and internet materials;
- (k) SETS carried out in accordance with this Agreement;
- (l) formal peer reviews and/or comments from colleagues familiar with the candidate's teaching and/or formal peer reviews;
- (m) teaching-related recognitions, for example teaching awards and instructional development grants; and
- (n) development of courses, or revisions to existing materials, that contribute to equity, diversity, inclusion, and Indigenization.

VII.4.6

When available, experts' opinions of the quality and impact of the member's teaching shall be a consideration in the evaluation of a member's teaching

performance. These opinions may be reflected in, for example, input from external assessors as described in VII.12, peer feedback following in-class observation of teaching, teaching awards and nominations for such awards.

VII.5 Evaluation of Research Performance

- VII.5.1 Assessment or evaluation of research performance shall consider evidence of knowledge generation, transmission, and mobilization where primary consideration shall be given to the quality and impact of the research as appropriate to each member's discipline.
- VII.5.2 Assessment and evaluation of research will respect both the existence of different knowledge traditions, including the traditions associated with conventional academic scholarship as well as traditional or Indigenous knowledge, and differences in the ways knowledge is acquired, generated, and transmitted.
- VII.5.3 The quality and impact of contributions to research should be assessed directly, where possible, and as appropriate. Prestige of a publication venue or citation-based metrics (e.g., journal impact factor or h-index) must not be used on their own, as they may introduce bias in the review process.
- VII.5.4 Evaluation of a member's research performance shall review all relevant information, with the understanding that members must demonstrate that they have met the criteria by selecting from a broad variety of contributions and suitable indicators, as provided below:
- (a) refereed published works such as scholarly papers, journal articles, chapters in books, books or monographs, edited books, translated books, memoirs or special papers, review articles, conference, symposia, and/or workshop proceedings, posters and abstracts, case studies, government publications, and reports documenting industrial and sector contributions;
 - (b) non-refereed published works which may include those listed in (a);
 - (c) documented evidence of work for publication in progress, submitted, accepted, and in press;
 - (d) communication of research results, knowledge transmission, and mobilization to specialist or non-specialist audiences, including the public in magazine/newspaper articles, op-eds, media interviews, blog posts, social media publications, websites, multi-media packages, and technical reports, or other forums;
 - (e) presentations at conferences, invited lectures, keynote and plenary addresses, colloquia presentations at Trent and/or at other universities, and public lectures;
 - (f) presentations of posters and other visual media at conferences, seminars,

and public installations;

- (g) knowledge creation or transfer, such as in the form of curated art installations; films; dramatic works, artworks published, performed, displayed, presented, or curated;
- (h) development of tools, software, methods, products, technology, processes, services, presentations, reports, and advice useful to specific industries, organizations (in the private, public or non-profit sectors), communities or society;
- (i) contributions to scholarly and broader communities requiring expertise, such as participation in traditional ceremonies, membership on scientific or advisory committees, provision of expert-testimony, membership on grant selection committees or other national committees, journal editorships, peer-review, expert-based cultural activity, community-based research, and activism;
- (j) developing and registering intellectual property in the form of patents, copyrights, trademarks or trade secrets;
- (k) contributions to policies, protocols, procedures, guidelines, regulations, laws, standards and/or practice and commission reports;
- (l) development of successful applications for competitive grants and documentation of unsuccessful applications for competitive grants;
- (m) creation, curation, sharing or repurpose of datasets and archival work;
- (n) creation, direction, facilitation and/or strengthening of partnerships or collaborations in the research community including through research networks, collaborative projects or community-engaged research;
- (o) creation of companies or organizations that promote research or the use of research results;
- (p) engagement with traditional knowledge or Indigenous ways of knowing, including cultural practices; and
- (q) advances to equity, diversity, inclusion, and Indigenization in the research community.

VII.5.5

When available, experts' opinions of the quality and impact of the member's research shall be a consideration in the evaluation of a member's research performance. These opinions may be reflected in, for example, input from external assessors as described in VII.12, published reviews, commentaries, awards, and nominations for such awards.

VII.6 Evaluation of Service Performance

- VII.6.1 Assessment or evaluation of service performance shall consider evidence of contributions to departments, the University, the profession, scholarly communities, and other communities. This includes individual service contributions and contributions as a member of committees. Primary consideration shall be given to the quality and impact of these contributions.
- VII.6.2 Evaluation of a member's service performance shall review all relevant information with the understanding that members must demonstrate that they have met the criteria by selecting from a broad variety of contributions and suitable indicators, as provided below:
- (a) major roles in such areas as department activities, collegial governance, and/or University committees; writing major committee reports, including cyclical reviews;
 - (b) service to scholarly and broader communities such as external examination of dissertations at other universities, peer review of scholarly manuscripts, service on the editorial board of scholarly journals, service to governmental and non-governmental organizations and/or professional associations, including organizing conferences, service on granting agencies, and service as an external referee for promotion decisions;
 - (c) undertaking educational activities within the University and/or in the wider community;
 - (d) contributions to TUFA or its affiliates, including holding office, serving on committees or bargaining teams;
 - (e) official and ceremonial functions in community or professional organizations;
 - (f) work with and within Indigenous communities;
 - (g) equity, diversity, inclusion, and Indigenization work at the University and in the community; and
 - (h) mentoring, community service, and committee work that follow from belonging to an underrepresented group.
- VII.6.3 When available, experts' opinions of the quality and impact of the member's service shall be a consideration in the evaluation of a member's service performance. These opinions may be reflected in, for example, input from external assessors as described in VII.12, public recognition of the member's contributions, competitive grants awarded and recognition in the form of awards, and nominations for such awards.

VII.7 Additional Departmental Considerations

VII.7.1 Individual departments may, in consultation with the Dean, complement the lists of factors to be considered in the evaluation of research, teaching, and service in Articles VII.4, VII.5, VII.6. In the event the department develops a list of additional considerations, these are specific to the academic unit and shall be made available to Faculty Board, COAP and Joint Committee for information and discussion, whereupon they shall be forwarded to the Provost. Upon approval by the Provost, these lists of additional considerations shall be binding on all individuals and committees who are engaged in assessing the candidate's application.

VII.7.2 Where a list of Additional Departmental Considerations (ADCs) related to the evaluation of teaching, research, and service has been developed or revised by the candidate's department during a candidate's probationary period, specific notice of the change(s) will be given by the Dean to the candidate, and copied to the candidate's Chair. In the case of departments requiring qualifications for accreditation, the Dean shall inform members.

VII.8 Deadline for Submission

VII.8.1 Deadline for Submission of Files

VII.8.1.1 For reappointment, candidates shall submit their files no later than November 30th.

VII.8.1.2 For tenure and concurrent promotion to Associate Professor, as applicable, candidates shall submit their files no later than August 31st.

VII.8.1.3 Requests to be considered for promotion must be in writing to the Chair of the Department, copied to the Dean, no later than September 1st of any year in which the candidate wishes to be considered for promotion. In the case of promotion to Professor, the candidate shall indicate the primary basis (per VII.3.1.6) on which they wish to be considered.

VII.8.1.4 For promotion, candidates shall submit their files no later than September 30th.

VII.8.1.5 On compassionate grounds or in exceptional circumstances, a member may make a request to the Dean that their submission deadline be extended, normally for one month.

VII.8.2 Deadlines for Committee Recommendations

VII.8.2.1 For reappointment, the Chair of the Relevant Committee shall forward the Committee's recommendation for or against promotion to the Dean no later than January 31st.

VII.8.2.2 For tenure, and concurrent promotion to Associate Professor where applicable, the Chair of the Relevant Committee shall forward the Committee's recommendation for or against tenure, and a recommendation for concurrent

promotion to Associate Professor, where applicable, to the Dean no later than October 31st.

VII.8.2.3 For promotion considerations, other than those that occur concurrent with tenure, the Chair of the relevant committee shall forward the committee's recommendation for or against promotion to the Dean no later than December 15th.

VII.8.2.4 In all cases, if circumstances prevent the Relevant Committee from meeting the deadline for forwarding its recommendation to the Dean, the Chair of the Committee shall inform the Dean in writing, with a copy to the candidate. COAP, the Dean, and the Provost will work within a timeline which will, under normal circumstances, permit the Provost to convey a decision by June 30th of the penultimate year of the probationary appointment or reappointment (for reappointment and tenure and concurrent promotion to Associate Professor, where applicable), and by June 30th of the year in which the promotion hearing was initiated (for promotion other than those concurrent with tenure considerations).

VII.9 Files

VII.9.1 Candidates for reappointment, tenure and promotion are responsible for assembling their own application, and for delivering it to the office of the relevant Dean by the date specified in VII.8. Except with prior decanal approval, the Application shall be submitted electronically in pdf format.

VII.9.1.1 In the case of faculty applicants, the Application shall contain the following:

- (a) a table of contents
- (b) a cover letter which serves as a guide to the candidate's application for members of the Relevant Committee, COAP, and the Provost;
- (c) an up-to-date *curriculum vitae* indicating clearly research and teaching accomplishments by date;
- (d) 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);
- (e) in the case of tenure considerations and considerations for promotion on the basis of being highly regarded in teaching: a teaching dossier (see VII.10) and Student 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 and SETS;

- (f) as applicable, any additional information related to the evaluation of research, teaching, and service outlined in VII.4, VII.5, and VII.6, and, as applicable, the list of Additional Departmental Considerations related to the evaluation of teaching, research and service, developed according to VII.7;
- (g) any additional information about professional accomplishments that the candidate deems relevant;
- (h) in the case of tenure considerations, if the Department Personnel Committee communicated reservations at the time of reappointment per VII.13.11, a copy shall be included in the member's file.

VII.9.1.2 In the case of librarian applicants, the Application shall contain the following:

- (a) a cover letter which serves as a guide to the candidate's application for members of the relevant committee, COAP, and the Provost;
- (b) an up-to-date *curriculum vitae* indicating clearly the performance of librarian duties, by date;
- (c) where relevant, copies of professional publications; copies of creative work (or citations to same); evidence of conference presentations; copies of library subject guides, course guides and pathfinders; manuscripts under consideration and evidence of their status; evidence of grant applications; evidence of professional and scholarly contributions;
- (d) copies of library instructional workshop syllabi; evidence of service to the University, to the community and to the profession at large; evidence of professional recognitions such as service awards, as appropriate; and other documentation as relevant;
- (e) any additional information related to the considerations related to the evaluation of research and service outlined in VII.5, and VII.6, and, as applicable, list of additional considerations developed by the Librarians' Committee according to VII.7;
- (f) any additional information about their professional accomplishments that the candidate deems relevant.
- (g) in the case of permanency considerations, if the Library Personnel Committee communicated reservations at the time of reappointment per VII.13.11, a copy shall be included in the member's file.

VII.9.2 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 Article.

- VII.9.3 The file shall not contain any letters other than those solicited by the candidate and provided per VII.9.1.1(g), 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.9.4 With the exception of any anonymous surveys of students, the file shall not contain any unsigned material.
- VII.9.5 After the application has been submitted, the candidate can add new material to the file only if the new material that the candidate is adding is sufficiently significant that it might affect the recommendation or decision.
- VII.9.6 No material can be removed from the file without the agreement of the candidate, the relevant committee, the Dean, the Provost and the Association.
- VII.9.7 The candidate shall have access to the file, including any confidential letters from students, faculty, and external assessors, with identities masked, whenever the candidate is provided with an opportunity to respond to serious reservations or a negative recommendation.
- VII.9.8 All materials comprising a tenure file shall be retained by the Employer for a period of seven years following the rendering of a decision and then destroyed, with the exception of materials produced under VII.16 or described in IV.17.16.

VII.10 Teaching Dossier

- VII.10.1 Each faculty member shall be encouraged to create a teaching dossier. Members being considered for tenure, and those being considered for promotion on the basis of being highly regarded in teaching, are required to submit a teaching dossier as part of their file.

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

- VII.10.2 Teaching dossiers are intended to provide a description of a member's major teaching accomplishments and strengths in a manner that conveys the scope and quality of the individual's teaching. Responsibility for gathering and collecting the evidence for a dossier rests with the member. The contents of the teaching dossier may include, but are not restricted to, the following:
- (a) a statement of a member's philosophy, objectives and methods of teaching;
 - (b) a list of undergraduate and graduate courses, including directed studies

and thesis supervisions, taught by the member;

- (c) examples of course revision, curriculum development, and teaching methods 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 recognition including, for example, teaching awards, publications and presentations, instructional development grants, participation in conferences and seminars on education/pedagogy;
- (f) 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.11 Input from Colleagues and Students

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

VII.11.1 Input from Students

- VII.11.1.1 In the case of tenure and promotion applications, input shall be sought from the candidate's former students. The Chair of the Relevant Committee shall contact individuals (including graduate students, as appropriate) whom the candidate has taught while at Trent, requesting comments on the candidate's teaching. Approximately half of the individuals to be contacted should be named by the candidate, and approximately half by the Committee. The individuals contacted shall not be registered in any course taught by the candidate during the current academic year. Individuals shall be given at least ten (10) working days to provide a response. Written and signed views received from former students will be added to the candidate's file.
- VII.11.1.2 In the case of consideration for tenure, input shall be sought from between forty and sixty students of the candidate in accordance with Article VII.11.1.1. In cases where the candidate has taught fewer than fifty students, the Chair of the Relevant Committee shall contact as many students that the candidate has taught as possible.

VII.11.1.3 In the case of consideration for promotion to Professor where the candidate wishes to be considered under the criteria of being entirely satisfactory in research and very highly regarded in teaching, input shall be sought from at least eighty former students of the candidate in accordance with Article VII.11.1.1.

VII.11.1.4 In the case of consideration for promotion to Professor where the candidate wishes to be considered under the criteria of being entirely satisfactory in teaching and very highly regarded in research, input shall be sought from between forty and sixty former students of the candidate in accordance with VII.11.1.1.

VII.11.2 Input from Members Outside the Candidate's Home Department

With the candidate's permission, the Chair of the Relevant Committee may contact members of the University outside the candidate's home department to comment on the candidate's suitability for reappointment, tenure, or promotion. Colleagues shall be given at least ten (10) working days to submit their comments. Such written views from colleagues will be added to the candidate's file.

VII.11.3 Input from Members in the Candidate's Home Department

The Chair of the Relevant 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 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 file.

VII.11.4 Input from Fleming Colleagues in the Trent/Fleming School of Nursing

With the candidate's permission, the Chair of the Relevant Committee may contact Fleming faculty appointed to the Trent/Fleming School of Nursing to comment on the candidate's suitability for reappointment, tenure, or promotion. Colleagues shall be given at least ten (10) working days to submit their comments. Such written views from colleagues will be added to the candidate's file.

VII.12 Input from External Assessors

VII.12.1 External assessors sought or required as part of a candidate's reappointment, tenure or promotion consideration shall be selected according to this Article.

VII.12.2 External assessors involved in the evaluation of a member's performance must be qualified to comment on the activities of the member whose performance is being assessed. External assessors, selected from among the members'

academic peers, shall be competent to comment on the scholarship of their discipline. External assessors involved in the evaluation of activities related to knowledge of the language and traditional customs, rites, rituals, histories, and teachings of a particular group of people, including Indigenous people or peoples, must be competent to comment on the Traditional/Indigenous knowledge and the activities of the member whose performance is being assessed.

- VII.12.3 Within two weeks following the submission of the Application, the Chair of the Relevant 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 or promotion, focusing on the basis -- teaching, research, and/or service -- on which the member is applying, 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 any list of additional considerations developed by the department according to VII.7. On receipt of the assessors' reports, the Dean shall place them in the candidate's file.
- VII.12.4 External assessors are not normally required in the case of reappointment considerations.
- VII.12.5 In the case of tenure considerations, the Relevant 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. If the Committee chooses not to do so, the candidate may nevertheless require that the views of qualified assessors be sought.
- VII.12.6 In the case of promotion to Professor the views of two (2) qualified assessors from outside the University must be sought on the relevant basis per VII.3.1.6.

VII.13 Recommendation of the Committee to the Provost

- VII.13.1 The members of the Relevant Committee shall review the contents of the candidate's file and shall meet to discuss the candidate's application. In conducting their review and in making their recommendations, the Committee shall conduct itself according to the procedures in Article VI.8.
- VII.13.2 Members of the Relevant Committee shall maintain confidentiality regarding the Committee's deliberations and decisions, unless a grievance process, or other legal or contractual proceedings require otherwise. Committee members who violate this requirement of confidentiality shall be removed from the Committee by its Chair.

- VII.13.3 Notwithstanding the confidential nature of the deliberations and decisions leading to recommendations of the Relevant Committee, any concerns regarding procedure may be brought to the attention of the Dean, the Provost or any TUFA officer.
- VII.13.4 Prior to rendering its decision, the Relevant Committee may, giving reasons, request the candidate to provide further evidence and supporting documentation, provided such information is specified in this Agreement as belonging in a file and can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and supporting documentation shall be added to the candidate's file.
- VII.13.5 If the Relevant Committee has serious reservations about the qualification of the candidate for reappointment, tenure or promotion, as applicable, the Chair of the Committee shall so inform the candidate, and set out in writing the reasons for its reservations. The candidate shall have the right to request reconsideration by the Committee before it makes its recommendation to the Provost.
- VII.13.6 Should the candidate request reconsideration, the candidate shall submit a written response within two (2) weeks of receipt of the written reasons for the Relevant Committee's reservations to the Chair of the Committee. The evidence to be considered by the Committee in its reconsideration is to be confined to the candidate's file, the candidate's written response, and whatever additional relevant information the candidate provides.
- VII.13.7 After considering all the submissions and discussing the case in the context of the relevant criteria and any list of additional considerations developed by the department according to VII.7, and, where applicable, having considered a candidate's request for reconsideration, the Relevant Committee shall, by formal vote, make one of the following recommendations:
- (a) in the case of reappointment considerations for faculty members:
 - i. a two year probationary reappointment with consideration for tenure occurring in the fifth year of probationary service; or
 - ii. non-renewal at the end of the four (4) year probationary appointment.
 - (b) in the case of reappointment considerations for librarians:
 - i. a two year probationary reappointment with consideration for permanency occurring in the fourth year of probationary service; or
 - ii. non-renewal at the end of the two (2) year probationary appointment.
 - (c) in the case of tenure considerations:
 - i. grant tenure
 - ii. not grant tenure
 - (d) in the case of promotion considerations:

- i. grant promotion
- ii. not grant promotion

(e) in the case of tenure considerations being made concurrently with consideration for promotion to Associate Professor under Article VII.3.1.4, and where the Department Tenure Committee is recommending tenure be granted, if there is a failure to satisfy the service obligations under VIII.1.1 (c), the Committee may recommend that promotion not be granted.

- VII.13.8 The letter transmitting the Relevant Committee's recommendation will be reviewed and approved by the members of the Committee prior to the Chair of the Committee forwarding the letter to the Dean. The Committee's recommendation shall include reasons for the recommendation and a numerical record of the vote. The recommendation shall address the candidate's research, teaching and service, bearing in mind the provisions of VIII.7.2, and will be governed by the criteria as set out in VII.3.
- VII.13.9 Prior to forwarding the letter to the Dean, the Chair of the Committee shall provide a copy of the Relevant Committee's recommendation to the candidate.
- VII.13.10 The candidate may provide a written response to the Relevant Committee's recommendation, to be included in the file to be forwarded by the Chair of the Committee to the Dean with the recommendation of the Committee. If the candidate wishes to provide a response, they shall notify the chair of the Committee within four (4) days of receipt of the recommendation, and shall provide the response within two (2) weeks of receipt of the recommendation. If the candidate elects not to provide this notification, the file will be forwarded to the Dean without a written response from the candidate.
- VII.13.11 In the case of reappointment consideration, if the Relevant Committee has reservations about a candidate recommended for a probationary reappointment, these reservations shall be communicated in writing to the candidate and the Dean at the time of reappointment.
- VII.13.12 The Chair of the Relevant Committee shall forward to the Dean, for consideration by COAP, the recommendation of the Committee, the candidate's response(s), if any, all supporting arguments and all correspondence and documentation considered by the Committee, and a report on the procedures followed.
- VII.13.13 Prior to submitting a file to COAP, the Dean may add a letter to the file commenting on matters relevant to the application including accommodation, course release, contribution to the applicant's profession, or other service obligations, as applicable. The letter shall not provide a recommendation and shall respect and protect the separation of discipline from academic performance assessments, as per XII.3. The Dean shall provide a copy of this letter to the candidate who shall have 10 days to provide a response for inclusion in the file.
- VII.13.14 The Dean will forward all materials in the file to COAP, and following COAP's recommendation, the Chair of COAP will forward all materials in the file to the

Provost.

VII.14 Recommendation of COAP to the Provost

- VII.14.1 All members of COAP shall review all the submissions and recommendations in the context of the criteria set out in this Article, and any list of additional considerations developed by the department according to VII.7, and shall have access to all materials contained in the file.
- VII.14.2 Prior to arriving at its recommendation, COAP may, giving reasons, request that the Dean ask the Relevant Committee and the candidate to provide further evidence and supporting documentation, provided such information is specified in this Agreement as belonging in a reappointment, tenure or promotion file, as applicable, and can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and supporting documentation shall be added to the candidate's file.
- VII.14.3 In arriving at its recommendation, COAP, by formal vote, may:
- a) endorse a recommendation from the Relevant Committee, in which case COAP recommends to the Provost that the recommendation from the Committee be upheld; or
 - b) through its Chair and giving reasons, request that the Relevant Committee reconsider its recommendation. As part of its request for reconsideration, COAP may request that the Committee, the candidate, or both, provide further evidence and supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a file and can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and supporting documentation shall be added to the candidate's file. In the event that such a request from COAP would result in input from more than two external assessors, approval of Joint Committee is required; or
 - c) refuse to endorse a recommendation from the Relevant Committee, but shall not do so without good reason based on the criteria and any list of additional considerations developed by the department according to VII.7, or a finding of determinative procedural or substantive error or bias, in which case COAP recommends to the Provost that the recommendation from the Committee not be upheld.
- VII.14.4 In preparing its recommendation, COAP shall, through its Recording Secretary, provide to the Provost a detailed written account of COAP's reasons for its recommendation. This written account will be reviewed and approved by the members of COAP prior to it being provided to the Provost. This statement of reasons shall reflect the actual grounds for COAP's recommendation, be substantive in nature, and be clearly related to the criteria and any list of considerations developed by the department according to VII.7. This report shall be added to the candidate's file.

- VII.14.4.1 Prior to forwarding the report of COAP to the Provost, COAP's Chair shall provide a copy of the report to the candidate.
- VII.14.4.2 The candidate may provide a written response to COAP's recommendation, to be included in the file to be forwarded to the Provost with the recommendation of COAP. If the candidate wishes to provide such a response, they shall notify the Chair of COAP within four (4) days of receipt of the recommendation, and shall provide their response within two (2) weeks of receipt of the recommendation. If the candidate elects not to provide this notification within four (4) days, the file will be forwarded without a written response from the candidate.
- VII.14.5 In the event that COAP refuses to endorse a recommendation from the Relevant Committee, the Chair of COAP shall so inform the Committee, setting out in writing COAP's reasons. The Committee shall have the right to submit a written response within two (2) weeks to be added to the file before it is transmitted by the Dean to the Provost.

VII.15 Reappointment, Tenure and Promotion Decisions

- VII.15.1 The Provost, in preparing their recommendation, shall review the contents of the candidate's file, including all submissions and recommendations, in the context of the criteria set out in this Article, and any list of additional considerations developed by the department according to VII.7 and shall have access to all materials contained in the file.
- VII.15.2 Following receipt of the recommendation from the Relevant Committee and COAP, and any subsequent responses from the candidate and the Committee, the Provost shall make a recommendation on reappointment, tenure or promotion as applicable, and may per VII.1.4 make a decision to deny reappointment, tenure, or promotion.
- VII.15.3 The Provost, giving reasons, may request that the Relevant Committee, the candidate, or both provide further evidence and supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a file and can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and supporting documentation shall be added to the candidate's file. In the event that such a request from the Provost would result in input from more than two external assessments, approval of Joint Committee is required, except in cases of promotion to Professor or Librarian IV, where Joint Committee approval is required to solicit more than four external assessments.
- VII.15.4 If the Provost decides to deny reappointment, tenure, or promotion, the candidate shall be so informed and shall receive in writing a statement of reasons from the Provost. This statement of reasons shall reflect the actual grounds for the Provost's decision, be substantive in nature, and be clearly related to the relevant criteria as defined in this Agreement.

VII.15.5 A decision to grant reappointment, tenure, or promotion to a member shall be made subsequent to the Provost making a positive recommendation to the Board. A decision to grant reappointment, tenure, or promotion will be made by the Board and communicated to the candidate, the Chair of Relevant Committee, the Chair of COAP, and the Dean by the Provost.

VII.16 Student Experience of Teaching Surveys (SETS)

VII.16.1 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.16.2 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. 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.16.3 Members shall not be present when the students complete the 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. SETS are for the confidential information of that member except as noted in VII.16.5, where otherwise required to be submitted by this Agreement or, in other cases, at the member's discretion

VII.16.4 Once completed, and following the release of final grades for the course, such surveys shall be made available in confidence to the member, the Department Chair and the Dean.

VII.16.5 Each member's 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.

VII.17 Merit

VII.17.1 Thirty (30) merit awards shall be awarded in each academic year subject to a sufficient number of eligible members applying in each of the three categories described at VII.17.3 who have been deemed meritorious.

These shall be allocated annually among tenured/permanent bargaining unit members on the basis of the provisions of this section. Probationary members will also be eligible commencing in the second year of their appointment. A member who has received an Annual Performance Review indicating performance "does not meet expectations" under VIII.10.7 or VIII.12.7 in any of the previous three (3) years is not eligible to receive a merit award. The procedure for determining who is to be awarded merit in any academic year (i.e., July 1 to June 30) shall be undertaken in the same academic year. For those

selected, the payment will be made retroactive to the beginning of the academic year concerned. In those years when the Collective Agreement is being negotiated, COAP will proceed on the assumption that the number of merit awards will not be reduced. In any year in which the number of merit awards awarded is less than the number available, remaining funds shall be allocated to the Dean's contingency fund.

VII.17.2 All merit awards shall be single career development increments. Members will be permitted to exceed a stated salary ceiling, at any rank and by way of merit only, to a maximum indicated by the bracketed salary steps indicated in Schedule A.

VII.17.3 Merit awards shall be allocated as follows:

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

VII.17.3.1 Members may not receive an award in the same category more than once every five years, and may not receive more than one award in any three year period.

VII.17.4 Awards shall be granted on the basis of performance in the category in question over the period since the member's last award in that category. The applicant shall submit a brief cover letter to the Chair of their Departmental Personnel Committee. This letter should outline how their contributions in the applicable area are exceptional, and shall be accompanied by electronic copies of any supporting materials as outlined in guidelines approved by Joint Committee in consultation with COAP.

VII.17.5 Having reviewed the material submitted by the applicant, the Department Personnel Committee or Library Personnel Committee, as applicable, shall determine if the applicant's work is meritorious in one of the three categories as assessed in accordance with Articles VII.4, VII.5, and VII.6. Applications of members deemed meritorious on this basis shall be forwarded as recommendations to the Dean/University Librarian. The Dean/University Librarian shall verify the candidate's eligibility to be considered for a merit award under VII.17.1 and VII.17.3.1 before conveying the Personnel Committee's recommendations to COAP. The Dean/University Librarian may also recommend additional members to COAP. In this event, the Chair of COAP shall invite such members to provide supporting materials as per VII.17.4. If more recommendations are forwarded than the number of available awards, COAP

shall provide to the Provost a ranking of applications received. Otherwise, COAP shall forward the recommendations to the Provost. The Provost, in turn, shall make a recommendation to the Board.

VII.17.6 In the case of consideration of merit awards for department Chairs/Directors, the Department Personnel Committee shall designate a Deputy Chair who shall fulfil the role of Committee Chair for the purposes of VII.17.5.

VII.17.7 A member serving in more than one (1) department shall be considered by the Personnel Committee in their home unit.

VII.18 Committee on Academic Personnel

VII.18.1 The meetings of COAP for all deliberations regarding reappointment, tenure, permanence, promotion, and merit shall be conducted according to the procedures set out in this article.

VII.18.2 The composition of COAP shall be as follows:

Academic Administrator designated by the Provost (Chair)

Six faculty members, two from each of the Sciences, Social Sciences, Humanities

One faculty member from either the School of Education or the Trent/Fleming School of Nursing

One librarian member

Administrative support from the Provost's office (serving as recording secretary and consultant)

The Academic Administrator designated by the Provost shall be a Dean, and will normally be one of the Deans of Arts and Science.

In the event Joint Committee determines that the workload for COAP warrants additional personnel on the Committee in a given year, the parties may agree to modify the composition of the committee for that year.

VII.18.3 Quorum for COAP meetings, at which a reappointment, merit, tenure, permanence, 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 the Trent/Fleming School of Nursing, one member from one of these schools. In the case of candidates from the Library, quorum includes one member from the Library. Notwithstanding the above, in exceptional circumstances members may participate via the use of technology.

VII.18.4 Recommendations of COAP shall be made by formal vote. Votes on motions

regarding departmental committee recommendations for or against reappointment, tenure, permanence 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 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.18.5 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.18.6 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.

Article VIII: Duties and Responsibilities

VIII.1 Duties and Responsibilities

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

- (a) to perform the teaching duties allocated under the procedures outlined in VIII.3 below; and, following the requirements of Senate regulations, to assume the responsibilities inherent in teaching at Trent University, notably but not exclusively:
 - (i) the preparation of, and reasonable adherence to, academic course syllabuses;
 - (ii) conscientious grading of student assignments;
 - (iii) availability for student consultations, including the posting of reasonable office hours;
 - (iv) meeting with scheduled tutorial, seminar, laboratory, and lecture groups as specified in course syllabuses, except for reasonable change upon due notice where possible;
 - (v) submission of mid-year and final grades as required by departmental practice and the requirements of Senate;
- (b) to engage in research and other professional activities of a scholarly nature; and,
- (c) to accept a fair and reasonable share of administrative responsibilities through participation, as requested, in departmental, program, and University committees with the exceptions noted in VIII.7.2; and to act as academic advisors within the college framework of the University, advising and assisting student advisees.

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

- (a) to perform the library duties allocated by the University Librarian under the procedures outlined in VIII.8, provided that the assignment of "other duties as required" does not interfere with the degree of specialization required to meet the requirements for promotion and career development;
- (b) to accept a fair and reasonable share of administrative responsibilities through participation as requested in library and University committees and take an interest in and contribute to the shaping of general library policy. (However, librarians at Ranks I and II shall not be required to serve on non-library committees, with the exception of the Library Services Committee.);

(c) to act as academic advisors within the college framework of the University, advising and assisting student advisees; and,

(d) to take an interest in and make contribution to at least one of:

- (i) the profession at large;
- (ii) research; or
- (iii) university teaching.

VIII.2 Religious Observances

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

VIII.3 Allocation of Teaching and Departmental Duties – Faculty

VIII.3.1 Teaching, and general departmental duties, shall be allocated in a fair, equitable and reasonable manner taking into consideration the academic responsibilities and skills of individual members, the terms of members' appointments, the needs of the department's academic programs and, when possible, the preference of individual members.

VII.3.1.1 Teaching and supervision of graduate students shall also be taken into consideration when allocating duties. The Dean of Graduate Studies shall annually compile data on graduate teaching, including supervision. This data shall be provided to Chairs and Deans in time for its incorporation into the staffing plans, as appropriate.

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 the member, 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 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 VIII.3.7, the Dean will inform the department of available staffing

resources, normally no later than April 15th. 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:
- (a) 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;
 - (b) 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);
 - (c) 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;
 - (d) the number of hours of preparation, grading and administration per course, with appropriate additional emphasis where new course development and preparation is involved (a new course preparation will be defined as any course the faculty member has not taught in the previous four (4) years);
 - (e) 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;
 - (f) the number of hours of student counselling per course;
 - (g) the supervision of reading course students and honours theses students;

- (h) the level (i.e., introductory, upper year, graduate, etc.) and type (i.e., lecture, seminar, online, etc.) of each course;
- (i) the assistance of others in the teaching of the course;
- (j) the individual faculty member's research and scholarship commitments;
- (k) involvement in graduate teaching, including graduate supervision and service on supervisory, exam and defence committees;
- (l) particular consideration of the goal, endorsed by both parties, of fostering the academic development of members newly embarking upon their academic careers;
- (m) the departmental and university service of individual members;
- (n) disproportionate responsibilities that create demands on time related to belonging to an underrepresented group such as mentoring, community service, and committee work; and
- (o) any other relevant factors.

- 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.
- VIII.3.9 The Dean shall endeavour to ensure that departments establish a maximum number of undergraduate and graduate theses to be supervised by each of their members at any one time; members shall not be required to supervise more than that number.
- VIII.3.10 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 Marking Support Fund as set out in IV.8.2.
- VIII.3.12 When an academic department or program suffers the sudden, unexpected loss of a member, the Dean, in consultation with the Provost, may authorize full or partial replacement paying particular attention to the teaching requirements of the department or program and allowing for the reassignment of teaching assigned to the member lost without increasing the normal workload of other members.
- VIII.3.13 The Dean and Provost shall make every reasonable effort to redress workload imbalances within individual departments and programs and among departments and programs.

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.5 Member Appeal of the Allocation of their Teaching Duties

VIII.5.1 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 15th.

VIII.5.2 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 Chair and no later than May 15th.

VIII.5.3 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 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 Chair and to the Association, within (10) working days of receipt of the member's appeal.

VIII.6 Courses Outside the Regular Academic Session

VIII.6.1 Where they have voluntarily agreed to do so, and with the approval of the Dean, members may teach one (1) or more University credit course(s) outside the regular academic session, provided they are qualified to teach such course(s), and provided they express a willingness to do so within the deadlines as set out in VIII.6.1.1. Such approval shall not be withheld unreasonably.

VIII.6.1.1

(a) By October 1st of each year for the Spring-Summer Session, departments will be advised that the process of planning for Spring-Summer, Fall/Winter and Off-campus course offerings has commenced;

- (b) By December 15th for Spring-Summer Session and by January 15th for the Fall/Winter Off-campus programming, a list of the courses to be offered shall be circulated to all members; and,
- (c) Members shall indicate in writing, after the dates in (b) above, and by no later than January 30th for Spring-Summer (February 15th for Fall/Winter Off-campus courses), if they wish to teach a Spring-Summer or Fall/Winter Off-campus credit course.

- VIII.6.1.2 Extension or alteration of any deadlines established in accordance with VIII.6.1.1 shall require the written joint approval of the Dean (or designate) and of the Association.
- VIII.6.2 A member who teaches a University credit course under VIII.6.1 shall receive the per-course stipend provided for in XVI.5 of this Agreement, in all cases except:
 - (a) as provided in VIII.6.3 or V.3.1 or,
 - (b) when the member agrees to teach the course, where it is under-enrolled, on a reduced-stipend basis in accordance with XVI.5.2 and with existing practice.
- VIII.6.3 A member may ask that a University credit course or courses under VIII.6.1 be considered as partial fulfilment of normal teaching responsibilities, instead of being subject to per-course remuneration. Such a request may only be approved with the agreement of the Department Chair, and the Dean.
- VIII.6.4 Willingness or unwillingness to participate in teaching courses outside the regular academic session shall not be considered in any decisions concerning the member's career development.
- VIII.6.5 Except for the cases provided in VIII.6.3 and/or V.3.1, teaching outside the regular academic session shall not count as time of service for any purpose other than compensation.
- VIII.6.6 Teaching outside the regular academic session shall not relieve a member from those portions of duties and responsibilities which relate to scholarship or service to the University.

VIII.7 University Service – Faculty and Librarians

- VIII.7.1 Members shall not be expected to serve on more than one (1) Senate or University committee at any one time. In addition, over any seven (7) year period, a member shall not be required to serve more than three (3) years on one (1) or more major University committee (e.g., Undergraduate Studies Committee, Committee on Academic Personnel, Undergraduate Program Review, Academic Planning and Budget Committee, Graduate Studies).

At the request of the member, the Nominating Committee of Faculty Board will

consider membership on Senate as equivalent to service on a major Senate or University committee.

At the request of the member, the Nominating Committee of Faculty Board will consider disproportionate mentoring, community service, and committee work or other such demands on time that follow from belonging to an underrepresented group as equivalent to service on a major Senate or University committee.

- VIII.7.2 For limited term appointments of two (2) years or less, and for the first four (4) years of probationary appointments at the Lecturer or Assistant Professor ranks, members will not be expected to serve on Senate or University committees. Members on a Research Leave (see V.3) will not be expected to serve on major University committees during the period of the fellowship.
- VIII.7.3 Lack of service on Senate or University committees during the period of exemption set out in VIII.7.2 will not be considered in renewal, re-appointment, promotion or merit decisions.
- VIII.7.4 The Nominating Committee of Faculty Board for faculty assignments to Senate committees will make known its nominations for the subsequent academic year's service no later than April of the current academic year.

VIII.8 Allocation of Duties – Librarians

- VIII.8.1 Specific and general library duties shall be allocated in a fair, equitable and reasonable manner, taking into consideration the professional responsibilities and skills of individual members, the terms of members' appointments, the relation of librarians' duties to their research, scholarship, and professional activities, the needs of the Library and, when possible, the preference of individual members.
- VIII.8.2 Library duties and responsibilities will be determined by the University Librarian following reasonable consultation with the Librarians' Committee.
- Members shall have the right to request reconsideration of their workload by the University Librarian within ten (10) working days of its being assigned and the University Librarian shall be expected to respond in writing within ten (10) working days from receipt.
- Account shall be taken of the workload guidelines formulated by the Librarians' Committee. None of the factors listed in the guidelines shall be taken to preclude other relevant factors.
- The University Librarian shall give particular consideration to the goal, agreed to by both parties, of fostering the professional development of members newly entering upon their professional careers.
- VIII.8.3 Using the established workload guidelines, the University Librarian, in consultation with the Librarians' Committee, shall determine the normal workload

for each librarian employee.

- VIII.8.4 The University Librarian shall ensure that members have sufficient time during normal working hours to fulfil the contributions outlined in VIII.1.2 (d).
- VIII.8.5 When the Library suffers the sudden, unexpected loss of a member, the Provost may authorize full or partial replacement paying particular attention to the provision of library service.
- VIII.8.6 Insofar as resources become available, every reasonable effort shall be made to increase the librarians' complement as this becomes necessary in order to respond to increasing demands on existing library services and resources.
- VIII.8.7 The normal hours of work for librarians with regular full-time appointments shall total thirty-five (35) hours per week, which shall be scheduled on a fair and equitable basis to meet the operating needs of the Library.

VIII.9 Annual Reports – Faculty

VIII.9.1 Submission Guidelines

Every member shall submit an electronic copy of their annual report by 4 pm on the first Friday of October. The Dean may proceed with the Annual Performance Review on the basis of material submitted by the due date.

VIII.9.2 The Annual Report

- VIII.9.2.1 The Annual Report, shall be completed on a standardized form agreed to by the parties and supplied by the University. The form shall include the following information, insofar as it is relevant to the member's appointment:
- (a) a paragraph providing a summary of the member's most significant professional and academic accomplishments over the year;
 - (b) teaching responsibilities including courses taught and supervised;
 - (c) books and papers published;
 - (d) conference papers, presentations, exhibitions, given;
 - (e) scholarly and creative work completed or in progress;
 - (f) research grants and contracts awarded, name of granting body, research title, amount awarded and the date of the award;
 - (g) graduate degrees obtained or graduate studies in progress and expected date of completion, university, and title of thesis;
 - (h) awards and other honours received;

- (i) department, Board, Association and other University activities;
- (j) contributions to member's profession;
- (k) contributions to member's community;
- (l) a statement of member's outside professional practice
- (m) an account of the satisfaction of conditions of a probationary appointment as were specified in their letter of appointment (e.g. completion of terminal degree);
- (n) any other information that the faculty member deems relevant.

VIII.9.2.2 The University considers the information outlined in VIII.9.2.1 (b) to (e) as public information. As such, the University, at its discretion, has the right to publish this information in an appropriate manner. Where work under (e) is in progress, it will be made public only with the prior consent of the member.

VIII.9.2.3 The Annual Report shall cover the period of September 1st through August 31st as well as any periods not previously reported on.

VIII.10 Annual Performance Review – Faculty

VIII.10.1 An Annual Performance Review shall be conducted for all members holding continuing appointments, except for those on leave or in their final year of service.

VIII.10.2 The purpose of this Annual Performance Review is to:

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

VIII.10.3 For a member with a cross-appointment, references throughout this Article to the Dean shall mean the Dean of the division that houses the member's home unit, unless stated otherwise.

- VIII.10.4 A member's Annual Report and Annual Performance Review, along with any written communication or response generated under this Article shall be retained in a member's personnel file.
- VIII.10.5 In reviewing the member's annual performance, the Dean shall take into account the following for the year in review:
- (a) the member's Annual Report;
 - (b) the duties assigned to the member;
 - (c) the member's workload;
 - (d) student experience of teaching surveys (SETS);
 - (e) any mitigating factors affecting the member's annual performance.
- VIII.10.6 The Dean shall apply review criteria in a manner that is fair, equitable, and reasonable.
- VIII.10.7 The Dean's review of a member's performance shall result in one of the following findings:
- (a) meets expectations;
 - (b) generally meets expectations with some areas that require development;
 - (c) does not meet expectations.
- VIII.10.8 The Annual Performance Review shall be in writing. In cases where the Annual Performance review results in a finding of (b) or (c) above, the Dean shall provide a substantive explanation of the findings.
- VIII.10.9 Once the Annual Performance Review has been completed, the Dean shall send a copy to the member electronically no later than the second Friday in November with a printed copy to be placed in each member's personnel file, no later than the second Friday in December.
- VIII.10.10 Meeting to Discuss Annual Performance Review**
- VIII.10.10.1 After the Dean has provided the member with an Annual Performance Review, either the Dean or the member may request a meeting to discuss the review. The member may also provide a written response to their review to be placed in their personnel file.
- VIII.10.10.2 After a finding under VIII.10.7 of (b) "generally meets expectations with some areas that require development" and where the Dean is concerned about a member's performance of required duties and responsibilities, the Dean shall meet with the member to discuss their performance and to develop a plan, the

goal of which is to assist the member in achieving an (a) “meets expectations” annual performance review the following year. The meeting shall occur no later than the fourth Friday in November. The purpose of this meeting is as stated in VIII.10.10.4. The Association shall send a representative to this meeting.

VIII.10.10.3 After a finding under VIII.10.7 of (c) “does not meet expectations,” and where the Dean is concerned about a member's performance of required duties and responsibilities to the extent that there may be a serious deficiency which could lead to the denial of a CDI, the Dean shall meet with the member. The meeting shall occur no later than the fourth Friday in November. The purpose of this meeting is as stated in VIII.10.10.4. The Association shall send a representative to the meeting. If in the subsequent year, the member's performance is once again deemed (c) “does not meet expectations” with serious deficiency the meeting between the Dean and the member shall be as stated in VIII.10.10.4, and in addition shall include a reassessment of the plan developed in the previous year.

VIII.10.10.4 The purpose of the meeting described in VIII.10.10.2 and VIII.10.10.3 is:

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

VIII.10.10.5 Within fourteen (14) days of the meeting, described in VIII.10.10.2 and VIII.10.10.3, the Dean shall provide the member with a summary of the meeting including details of any support and mentoring to be provided to the member and any arrangement reached regarding flexible distribution of duties. In addition, if the member requested reassessment as per VIII.10.10.4 (d), the Dean shall communicate their decision regarding reassessment.

VIII.11 Annual Reports – Librarians

VIII.11.1 Submission Guidelines

Every librarian or archivist shall submit an electronic copy of their Annual Report to the University Librarian by 4 pm on the first Friday of October. The University Librarian may proceed with the Annual Performance Review on the basis of material submitted by the due date.

VIII.11.2 The Annual Report

VIII.11.2.1 The Annual Report shall be completed on a standardized form agreed to by the parties and supplied by the University. The form shall include the following information, insofar as it is relevant to the member's appointment:

- (a) a paragraph providing a summary of the member's most significant professional and academic accomplishments over the year;
- (b) member's librarian or archivist duties;
- (c) books and papers published;
- (d) conference papers, presentations, exhibitions, given;
- (e) scholarly and creative work completed or in progress;
- (f) research grants and contracts awarded, name of granting body, research title, amount awarded and the date of the award;
- (g) graduate degrees obtained or graduate studies in progress and expected date of completion, university, and title of thesis;
- (h) awards and other honours received;
- (i) Library, Board, Association and other University activities;
- (j) contributions to the library/archival profession;
- (k) contributions to member's community;
- (l) a statement of member's outside professional practice;
- (m) an account of the satisfaction of conditions of a probationary appointment as were specified in their letter of appointment;
- (n) any other information that the member deems relevant.

VIII.11.2.2 The University considers the information outlined in VIII.11.2.1 (b) to (e) as public information. As such, the University, at its discretion, has the right to publish this information in an appropriate manner. Where work under (e) is in progress, it will

be made public only with the prior consent of the member.

VIII.11.2.3 The Annual Report shall cover the period of September 1st through August 31st as well as any periods not previously reported on.

VIII.12 Annual Performance Review – Librarians

VIII.12.1 An Annual Performance Review shall be conducted for all members holding continuing appointments, except for those on leave or in their final year of service.

VIII.12.2 The purpose of this Annual Performance Review is to:

- (a) provide an annual assessment of performance that allows recognition of a member's achievements and identifies areas for development in the member's performance of librarian or archivist duties, research/scholarship and/or service activities, as appropriate to the member's duties and responsibilities as in VIII.1.2;
- (b) provide for formative support and mentoring;
- (c) provide a basis for salary increments linked to satisfactory performance.

VIII.12.3 A member's Annual Report and Annual Performance Review along with any written communication or response generated under this article shall be retained in a member's personnel file.

VIII.12.4 In reviewing the member's annual performance, the University Librarian shall take into account the following for the year in review:

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

VIII.12.5 The University Librarian shall apply review criteria in a manner that is fair, equitable, and reasonable.

VIII.12.6 The University Librarian's review of a member's performance shall result in one of the following findings:

- (a) meets expectations;
- (b) generally meets expectations with some areas that require

development;

(c) does not meet expectations.

VIII.12.7 The Annual Performance Review shall be in writing. In cases where the Annual Performance Review results in a finding of (b) or (c) above, the University Librarian shall provide a substantive explanation of the findings.

VIII.12.8 Once the Annual Performance Review has been completed, the University Librarian shall send a copy to the member electronically no later than the second Friday in November with a printed copy to be placed in each member's personnel file, no later than the second Friday in December.

VIII.12.9 Meeting to Discuss Annual Performance Review

VIII.12.9.1 After the University Librarian has provided the member with an Annual Performance Review, either the University Librarian or the member may request a meeting to discuss the review. The member may also provide a written response to their review to be placed in their personnel file.

VIII.12.9.2 After a finding under VIII.12.6(b) "generally meets expectations with some areas that require development", and where the University Librarian is concerned about a member's performance of required duties and responsibilities, the University Librarian shall meet with the member to discuss their performance and to develop a plan, the goal of which is to assist the member in achieving an (a) "meets expectations" annual performance review the following year. The meeting shall occur no later than the fourth Friday in November. The purpose of this meeting is as stated in VIII.12.10.4. The Association shall send a representative to this meeting.

VIII.12.9.3 After a finding under VIII.12.6 (c) of "does not meet expectations," and where the University Librarian is concerned about a member's performance of required duties and responsibilities to the extent that there may be a serious deficiency which could lead to the denial of a CDI, the University Librarian shall meet with the member. The meeting shall occur no later than the fourth Friday in November. The purpose of this meeting is as stated in VIII.12.9.4. The Association shall send a representative to the meeting. If in the subsequent year, the member's performance is once again deemed (c) "does not meet expectations" with serious deficiency the meeting between the University Librarian and the member shall be as stated in VIII.12.9.4, and in addition shall include a reassessment of the plan developed in the previous year.

VIII.12.9.4 The purpose of the meeting described in VIII.12.9.2 and VIII.12.9.3 is:

(a) to discuss the member's achievements and performance of their duties and responsibilities;

(b) to discuss the development of the member's professional duties, research/scholarship and/or service, as appropriate to the member's

duties and responsibilities;

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

VIII.12.9.5 Within fourteen (14) days of the meeting, described in VIII.12.9.2 and VIII.12.9.3, the University Librarian shall provide the member with a summary of the meeting including details of any support and mentoring to be provided to the member and any arrangement reached regarding flexible distribution of duties. In addition, if the member requested reassessment as per VIII.12.9.4 (d), the University Librarian shall communicate their decision regarding reassessment.

Article IX: Intellectual Property and Copyright

IX.1 Definitions

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

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

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

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

can be physically distributed;

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

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

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

IX.2 Intellectual Property and Copyright Committee

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

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

IX.3 Subcontracting by Employer

The Employer agrees not to enter into any agreement to subcontract the services of any member without securing to the member whose services are subcontracted all the rights, privileges and benefits accorded to members in this Article IX, nor shall the Employer enter into any agreement to create or participate in a consortium of universities or government departments or private companies, for the purposes of research or development or commercial exploitation or the creation of intellectual property without securing to the members who may be seconded to or employed by such consortia, departments, or private companies all the rights, privileges and benefits accorded by this Article IX. If the Employer makes an agreement contrary to this provision and fails to secure the said rights, privileges and benefits to said members, the agreement shall not apply to members unless there is a special agreement in writing

between the Employer and the Association, upon the recommendation of the Intellectual Property and Copyright Committee (Article IX.2), to waive this provision in that case. Any member(s) who uses the Employer's facilities while providing subcontracted services will provide reciprocal protection to the Employer.

IX.4 Previous Arrangements

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

IX.5 Protection of Intellectual Property not Subject to Copyright

IX.5.1

- (a) The Employer waives, disclaims and abandons, any interest in or claim to, any invention, improvement, design or development made by a member without any use of the Employer's funds, services, facilities, support and/or technical personnel. Demonstration of use of the Employer's services or facilities by members lies with the Employer. Members are required to give the Employer immediate notice of any application made by them to legally protect intellectual property prior to filing such an application.
- (b) Ownership of inventions, improvements, designs or developments shall vest in the member(s) who developed it. The Employer will share equally any revenue generated as a result of commercialization of any invention, improvement in design or development made by a member with the use, in whole or in part, of the Employer's funds, services, facilities, support and/or technical personnel. The use of normal academic facilities as defined in Article IV.7 shall not be considered use of the Employer's services or facilities. Demonstration of use of the Employer's services or facilities by members lies with the Employer.
- (c) Technical design for online course material such as learning objects, when not created by the member, remains the property of the Employer.
- (d) There will be a Joint Committee established to negotiate issues related to the disclosure of intellectual property, the responsibilities of the Employer and/or members regarding demonstration of the use of the Employer's services or facilities and the proportionality of shared revenues based on a schedule of resources used and accrued interest, within the life of the agreement.
- (e) Disputes as to what constitutes normal academic facilities shall be referred to the Intellectual Property and Copyright Committee for adjudication. No member shall make any application to protect intellectual property in respect of any such invention, improvement,

design or development except in accordance with this Article.

(f) For the purpose of this Article, the payment of salaries to members shall not be construed as use of the Employer's funds.

- IX.5.2 Subject to Article IX.3, Article IX.5.1 shall not apply to any invention, improvement, design or development resulting from work financed by a grant or contract where the granting or contracting body, as a condition of the grant or contract, requires that any patent rights be assigned to it.
- IX.5.3 The parties agree that members have no obligation to seek intellectual property protection for the results of their work, nor to modify research to enhance commercialization potential. The parties further agree that, except as herein provided, members have the unqualified right to publish their inventions, although such publication may be a bar to future application for protection of intellectual property.
- IX.5.4 There shall be no obligation on the Employer to enter into any agreement with the member in the development of intellectual property. Members who seek to exploit an innovative idea have the option to use or not to use the services of the Employer for the development and exploitation of the idea. The Employer shall have the first option to carry out development of the intellectual property towards commercialization. In either case, the member shall sign an agreement with the Employer which governs the rights of the parties in accordance with this Article and sets out in detail the understanding between them as to the intellectual property and any subsequent costs and/or revenue. In the case of protection of intellectual property, the member shall, if the terms are satisfactory to the member, sign an agreement to take all steps or actions necessary for the purpose of formally involving any approved intellectual property development agency (IPA) with whom the Employer may have a contract.
- IX.5.5 If the intellectual property development agency (or agencies) with whom the Employer has entered into agreement does (or do) not accept the invention for development, protection and/or commercialization, the Employer may at its own discretion release the member from any obligation to the Employer, thus permitting the member to proceed or not with development on an independent basis.
- IX.5.6 The costs and expenses involved in obtaining, protecting, maintaining, licensing and commercializing any intellectual property referred to in IX.5.1(b) exploited through the services of an IPA will be borne by the Employer. Expenses incurred in respect of such intellectual property not exploited through the services of an IPA will be borne by the member.
- IX.5.7 All royalties received in respect of any intellectual property referred to in paragraph IX.5.1(b) will be deposited in an "IP Account". Where the University incurs expenses with respect to the efforts of an IPA, it may be immediately reimbursed from the appropriate IP Account. Where members incur expenses in respect of intellectual property not exploited by the IPA, they may also be

immediately reimbursed from the appropriate IP Account. On April 30th of each year, reimbursement of any outstanding expenses incurred in the preceding year will be made from each IP Account. The amount remaining in each IP Account will be distributed in proportions agreed to by the member and the Employer. The Employer shall allocate its share to the academic and/or research budget. It may use its share at its discretion to provide such items as, but not exclusively restricted to, equipment and library resources to foster and maintain the academic and research environment generally in the University, and half of such resources shall be designated to acquisition of such resources in the department with which the inventor is affiliated. If the amount in any IP Account as of April 30th is not sufficient to reimburse the outstanding expenses of the Employer or member as the case may be, those expenses shall be reimbursed to the extent possible and the amount of the deficiency shall be deemed to be expenses incurred in the following year. These funds and accounts shall be maintained in such a way as to be open for inspection to the Association's President or designate.

- IX.5.8 The member shall grant to the Employer non-exclusive, royalty-free, irrevocable, indivisible and non-transferable right to use solely for the Employer's internal use any intellectual property, improvement, design or development referred to in IX.5.1(b) above. Such right shall not include the right to transfer or exploit any product or process.
- IX.5.9 The name and trademark of Trent University shall not be used in connection with any intellectual property without agreement of the member and the Employer and shall be used upon request of the University in connection with any intellectual property referred to in IX.5.1 above.
- IX.5.10 Members must verify protection of the Employer against liability in the use/application of their independently created works.
- IX.5.11 Contributions in the development of intellectual property shall, at the request of the member, be included in listings of publications and scholarly papers, in any *curriculum vitae*, in grant applications, and in reports prepared by the Employer.

IX.6 Copyrights

IX.6.1 Copyright

- (a) The parties agree that members hold the copyright in all their original literary, dramatic, musical and artistic works, including those created in digital formats. The Employer also agrees and undertakes to transfer to the author and hereby transfers to the author any copyright which the Employer may have in any original literary, dramatic, musical or artistic work created by a member, except as herein provided.
- (b) Sub-paragraph (a) above does not apply to members who are employed by the Employer or an agent of the Employer to edit a journal or magazine except with respect to articles, reviews or literary pieces

written by them.

IX.6.2 Copyright in Instructional Materials

The Employer agrees that all rights in the copyright to lectures, laboratory manuals, and all other teaching materials including, but not limited to, multimedia instructional materials and online courses prepared by and delivered by a member using facilities as defined in Article IV.7 shall vest in the member.

IX.6.3 Theses

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

IX.6.4 Copyright in Online Courses

IX.6.4.1 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, online courses created by the member. Such licence shall not include the right to transfer or exploit the online courses, in whole or in part. Online course content shall be used by the Employer solely for the purpose of delivering the course for which they were designed.

IX.6.4.2 If a department proposes to offer 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.6.4.4, 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 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.6.4.4 A member, as owner and copyright holder of the online course materials, retains the right to teach their 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 Online Materials

If a member, as owner and copyright holder of the online materials, chooses to make their online material available for purposes of remuneration, they shall inform the Employer in writing of their decision. Net profits accruing from the sale or licencing of the 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 Online Materials

The member shall hold copyright in any online content developed during the member's University employment. When a member, who has created 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 content or courseware.

IX.6.7 Copyright and Improvements in Computer Programs

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

IX.6.7.1 Ownership

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

granting or contracting body, as a condition of the grant or contract, requires that any copyrights be assigned to it.

IX.6.7.2 Academic Credit

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

IX.6.7.3 Commercialization

- (a) The parties agree that members have no obligation to seek copyright protection for the results of their work, nor to modify research to enhance commercial potential. The parties further agree that, except as herein provided, members have the unqualified right to publish their computer programs, although such publication may be a bar to future commercialization of such programs.
- (b) Members choosing to make their computer programs commercially available shall inform the Employer in writing of their decision.
- (c) The net profits accruing from the exploitation of the computer program shall be shared equally between the Employer and the member.
- (d) The fee or royalty to be charged shall be established by agreement between the member, with the assistance of the Association if requested, and the Employer. If the parties fail to reach agreement on such fee or royalty, it shall be set by the Committee on Intellectual Property and Copyright. A final copy of any agreement entered into under this section shall be copied to the Joint Committee on the Administration of the Agreement.
- (e) The Employer shall not unreasonably restrain the exploitation of the computer program. If, within two (2) months of the receipt of a written request by a member, the Employer has not commenced negotiations with the member for the exploitation of the computer program, the Employer shall be deemed to have waived any and all rights in the exploitation of the copyright of the said computer program and shall forego all fees, royalties, and other income. In this event, the Employer's obligation under paragraph IX.6.7.3(f) shall cease.
- (f) The cost and expenses involved in registering, protecting, maintaining, licensing and commercializing any copyright ("Copyright expenses") shall be borne by the Employer in the event that University facilities were used in the creation process. The University shall be responsible for obtaining registration of any copyright and shall have carriage of any application for registration for such copyright. All royalties received in respect of any copyright will be deposited in a Copyright Account. Where the Employer incurs copyright expenses, it may be immediately

reimbursed from the appropriate Copyright Account. On April 30th each year, the Employer shall be reimbursed from the appropriate Copyright Account for any outstanding copyright expenses incurred in that year.

- (g) Fifty per cent (50%) of the amount remaining in the Copyright Account will be distributed to the Employer and the remaining fifty per cent (50%) will be distributed to the member. If the amount in any Copyright Account as of April 30th is not sufficient to reimburse the outstanding copyright expenses of the Employer, those copyright expenses shall be reimbursed to the extent possible and the amount of the deficiency shall be deemed to be copyright expenses incurred in the following year.

IX.6.7.4 Multiple Copyright Holders

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

IX.7 Passing of Rights

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

IX.8 Complaints

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

Article X: Implementation of Online Courses

- X.1 Online courses shall not be used by the Employer to reduce or eliminate full-time academic positions at the University.
- X.2 Courses previously approved by Senate require decanal approval to be converted to online format. Such a course conversion does not normally require Undergraduate Studies Committee approval. All other new online courses must follow the normal course approval process.
- X.3 Course limits and enrolment caps on online courses shall be proposed at the discretion of the department or program in which the course is offered. Requests for enrolment limits for online courses shall be made using the University procedures set out for all courses.
- X.4 Online courses shall be taught by fully qualified personnel.
- X.5 No member shall be assigned to develop or to deliver an online course without the prior agreement of the member.
- X.6 In the event that a member is asked to develop and or teach, for the first time, an online course, the member shall receive appropriate professional development and technical support assistance so that they are specifically and comprehensively prepared to teach in this environment.
- X.7 Members teaching online courses with enrolments of greater than fifty (50) students may apply for additional teaching support as per the usual procedure in IV.8.
- X.8 The development and teaching of online courses shall be included in the allocation of teaching and departmental/program duties.

Article XI: Health and Safety

XI.1 Mutual Concern

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

XI.2 Responsibilities of the University

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

To that end:

- (a) The University shall comply with the provisions of the Act;
- (b) In keeping with the provisions of the Act, the University reserves the right to give direction, including the establishment of such policies and procedures as may be considered necessary for workplace health and safety. It is agreed that any new policies or revisions to existing policies shall be made in accordance with I.3.3, with the exception of the Trent University Health and Safety Policy which shall only be amended as per the “Terms of Reference for the Structure and Function of the Trent University Multi-Workplace Joint Health and Safety Committee” in force at the signing of this agreement.
- (c) The University shall provide members with access to information relevant to their workplace health and safety, through the University website. Such information shall include, but not be limited to, health and safety policies, programs and procedures, training and links to applicable Federal, Provincial and Municipal legislation.
- (d) The University recognizes and acknowledges the right of members to be informed about hazards in the workplace and to be provided with appropriate training; and the right of members to refuse unsafe work, consistent with the Act.
- (e) The University will take those measures which it deems to be reasonable to maintain the security of the buildings and grounds, while, at the same

time, maintaining reasonable access for members who have a need for such access at times other than during regular working hours.

(f) The University shall maintain Emergency Response Protocols.

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

XI.2.3 The University will respond in writing, within fifteen (15) days, to all recommendations from the Multi-Workplace Joint Health and Safety Committee. This response will include the action to be taken and the timeline for its implementation, or reasons for not acting on the recommendations.

XI.3 Responsibilities of Members

XI.3.1 Members shall work in compliance with the provisions of the Act and in compliance with the regulations, policies, programs and procedures specified by the University (see XI.2.1(b)). Members shall complete Employer-provided training necessary to meet the Employer's and member's obligations under the Act. In addition, members who satisfy the Act's definition of supervisor shall insist that all persons under their supervision in the workplace shall follow the applicable University Health & Safety regulations, policies, programs and procedures and shall notify the University of any non-compliance.

XI.3.2 Members shall follow safe working practices in carrying out their responsibilities and shall follow standards, rules, regulations, policies, programs and procedures regarding the use of personal protective equipment in the workplace. The parties agree that the University shall provide, and the members shall make use of, protective equipment, whenever such equipment is required by the legislation, or the regulations pertaining to the legislation, for the safe performance of the member's assigned responsibilities of employment. No employee shall be disciplined for refusal to perform work where the employee has acted in compliance with the *Ontario Occupational Health and Safety Act*.

XI.3.3 Members shall advise the appropriate Dean, University Librarian, or designate, of any circumstance which comes to their attention that may place the health and safety of members and/or other persons at risk in the workplace.

XI.3.4 Members shall advise the Health and Safety Officer of the introduction of any substance, technology or process into a laboratory or workplace over which they have authority where such new substance, technology or process has known health and safety risks.

XI.3.5 For its part, the Association agrees to promote any education programs of information and instruction initiated by the Employer and required by relevant legislation that will promote health and safety awareness and training among members of the bargaining unit.

XI.4 Multi-Workplace Joint Health and Safety Committee

- XI.4.1 The University and the Association agree to participate in the Multi-Workplace Joint Health and Safety Committee in accord with the Committee's Terms of Reference.
- XI.4.2 The Association shall appoint no fewer than two representatives to the Multi-Workplace Joint Health and Safety Committee.

Article XII: Discipline and Scholarly Misconduct

XII.1 General

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

XII.2 Non-disciplinary Situations

- (a) A member may not be disciplined for violation of a rule, regulation or instruction unless that rule, regulation or instruction has been promulgated and communicated by the appropriate authority, and does not violate this Agreement.
- (b) Medical disability shall not be cause for discipline. If a member is disciplined for an incident they claim is a result of medical disability or illness, they shall notify the University. In such cases, the University may require members to provide a medical certificate from a physician of their choice.
- (c) Coaching and counselling letters are non-disciplinary direction provided by the Employer to a member on employment-related matters. The Employer may place a coaching or counselling letter in a member's personnel file, subject to the rights of the member to provide comments on such letter pursuant to Article IV.17.8. Such letters shall be removed from the member's personnel file and destroyed after two (2) years.

XII.3 Discipline Separate from Academic Performance Assessment

- (a) Disciplinary processes shall be distinct from academic assessments such as those used in the processes of reappointment, tenure/permanency, promotion and merit.
- (b) The fact that a disciplinary action has been imposed under Article XII.5 cannot, in itself, be the basis of the decision to deny a member reappointment, tenure/permanency, promotion and merit. The information, however, which resulted in discipline, may be considered only if specifically relevant to the criteria for the recommendation or decision being made. In each recommendation and decision, where information is communicated that was the grounds of disciplinary action, there will be an explicit accounting for the role that it played in that recommendation or decision. In the case of denial of annual career development increment, the grounds for the denial but not the denial in itself may be a factor in such assessments.

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

XII.4 Types of Disciplinary Action

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

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

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

- (f) Where the issue is academic performance and in cases of assessment of unsatisfactory performance with serious deficiency, denial of a career development increment.

XII.4.1 Written Warning

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

XII.4.2 Written Reprimand

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

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

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

XII.4.3 Suspension (with or without pay)

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

XII.4.4 Dismissal for Cause

Dismissal means the termination of appointment without the member's consent.

Dismissal shall be carried out in accordance with Article XIII.4 Dismissal for Cause.

XII.4.5 Denial of Career Development Increment

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

XII.5 Discipline Process

XII.5.1

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

XII.5.2

- (a) If, in the course of the Employer's investigative review of the evidence, the Employer requests an interview with the member, the Association shall be notified; if the member agrees to the Employer's request, the Association shall accompany the member to any meeting that is held. If the member elects not to attend the meeting, the Employer shall proceed with the evidence gathered to date.
- (b) If the President or Provost or designate believes, based upon a sufficient review of evidence, that there are grounds for disciplinary action it will notify in writing the member or members involved within thirty (30) days of the date they knew, or ought reasonably to have known, of the occurrence. The notification shall provide pertinent details of the evidence of the alleged cause for the discipline. A copy of the letter will be sent simultaneously to the

Association.

XII.5.3

- (a) The President or Provost or designate will provide the member an opportunity to meet to discuss the alleged cause for discipline within fifteen (15) days of the notice of discipline described in XII.5.2 (b). The President or Provost or designate and the member may each have an advisor present and the Association shall send a representative.
- (b) The member may also provide a written response to the notice described in XII.5.2 (b). Such written response must be received within twenty (20) days of receipt of the notice. A copy of the response will be sent simultaneously to the Association.

XII.5.4

If, after the steps in the disciplinary process as laid out in XII.5.2 and XII.5.3 have been completed, and the President or Provost or designate decides that disciplinary action is warranted, the Employer shall notify the member in writing of the disciplinary decision, including the specific details of the incidents, the nature of the offense and a statement of any remedial action the member is required to take including the suspension of duties where applicable, This notice shall be sent within ten (10) days of any meeting or response provided for in XII.5.3 or in the absence of such meeting or response, within 30 days of the notice of discipline described in XII.5.2(b). A copy of this notice shall simultaneously be sent to the Association.

XII 5.5

The Employer shall not introduce into evidence at arbitration any notices of discipline of which the member was not aware. Any evidence introduced at an arbitration relating to discipline shall be confined to that which is relevant to the grounds of the notice of discipline referred to in XII.5.4.

XII.5.6

All records of any alleged misconduct including the investigative report and the member's responses will be destroyed immediately if the allegation is not substantiated.

XII.5.7

The record of disciplinary action, the investigative report and the member's response(s) will be kept in the member's Personnel File. The record will be removed from the member's file and destroyed after two (2) years provided that no subsequent allegation of similar misconduct has been confirmed or is under investigation.

XII.6

Denial of Career Development Increment (CDI)

If Annual Performance Reviews result in three (3) consecutive findings that a member's performance does not meet expectations (VIII.10 and VIII.12), the Dean may initiate the following procedures:

- (a) The Dean shall inform the member, in writing with a copy to the Association, of their intent to recommend to the Provost that the member be denied their annual CDI. The letter conveying the Dean's

recommendation shall document the Dean's concerns and reasons for their recommendation.

- (b) On receipt of the Dean's letter the member shall have four (4) weeks to provide a response. The response must be in writing and must contain whatever supporting evidence the member deems pertinent.
- (c) The Dean shall forward their recommendation, along with the member's written response XII.6(b) to the Provost.
- (d) The Provost shall meet with the member to discuss the Dean's recommendation within fifteen (15) days of receiving the recommendation. The Provost and the member may each have an advisor present and the Association shall send a representative.
- (e) After careful consideration, the Provost may inform the member with a copy to the Dean and the Association that they intend to recommend to the President that the annual career development increment of the member be denied. Following receipt of such notification, the member may request an alternative duties arrangement (XII.6.1). If this request is approved, the consideration of CDI denial is suspended.
- (f) If a request of alternative duties is not made or if such a request is not approved, the Provost shall forward their recommendation to the President, with a copy to the Dean, the member, and the Association that the annual career development increment of the member be denied.
- (g) The Provost's recommendation to the President (sub-paragraph (e) above) shall include a recommended effective date for the CDI denial.
- (h) Following receipt of the recommendation from the Provost to deny CDI, the President shall consider the recommendation and notify the member in writing of their decision. If the decision is to accept the Provost's recommendation to deny CDI, the President shall specify an effective date for the CDI denial, which shall be no sooner than the July 1 subsequent to the communication of their decision to the member.
- (i) In the event that a member receives a "meets expectations" Annual Performance Review during the period after receipt of the President's letter but prior to the effective date of CDI denial, the CDI denial process shall be terminated.
- (j) During the period after receipt of the President's letter but prior to the effective date of CDI denial, the member may ask the Provost, to reconsider the CDI denial, based upon any significant new information regarding performance of duties.
- (k) In the case of librarian members, the place of the Dean shall be taken

by the University Librarian.

XII.6.1 Alternative Duties Arrangements

- XII.6.1.1 Where the Provost has advised a member that that they intend to recommend to the President that the annual career development increment of the member be denied (XII.6 (f)) the member may ask to undertake alternative duties.
- XII.6.1.2 To become effective, the alternative duties proposal requires the agreement of the Dean, who shall consult with the member's department, and the Provost.
- XII.6.1.3 Alternative duties would normally involve additional teaching, research, and/or the assumption of additional administrative/service responsibilities of a substantial nature, or a combination of the above.
- XII.6.1.4 Joint Committee shall be consulted about each such proposed arrangement on a case-by-case basis, as well as annually after implementation.
- XII.6.1.5 Subject to meeting the expectations of duties, including the alternative duties, as determined through the Annual Performance Review (VIII.10 and VIII.12), the member shall receive their annual career development increment up to but not exceeding the ceiling of the member's rank.
- XII.6.1.6 No later than January 1, a member may give notice of their intention to terminate an alternative duties arrangement, thereby reverting to regular duties as of the following July 1.
- XII.6.1.7 Members in alternate duties arrangements who revert to regular duties prior to receiving a "meets expectations" Annual Performance Review shall be subject to the possibility of a CDI denial on the first July 1 after reversion to a regular appointment.
- XII.6.1.8 Members remaining on CDI denial for a period exceeding three years, at the discretion of their Dean, may be assigned alternate duties as per XII.6.1.3 and XII.6.1.4 on July 1st of the third year of CDI denial.
- XII.6.1.9 Members at a defined rank ceiling who become subject to the denial of a CDI under XII.6, at the discretion of their Dean may be assigned alternate duties as per XII.6.1.3 and XII.6.1.4, subject to any other arrangements which might be agreed to at Joint Committee.

XII.6.2 Resumption of CDI(s)

Upon receiving a "meets expectations" Annual Performance Review, any member denied one (1) or more CDIs, in accordance with the provisions of this Article, shall resume receiving CDIs for which they are eligible, beginning the following July 1.

XII.6.3 Restoration of CDI(s)

XII.6.3.1 Where a member has been denied one (1) or more CDIs, in accordance with the provisions of this Article, the denied CDI(s) will be restored in the following circumstances:

when the member has received two (2) consecutive years of “meets expectations” Annual Performance Reviews of regular duties or agreed to alternative duties in which case the denied CDI(s) will be credited to the member on a go-forward basis without retroactive compensation the July 1 immediately following the completion of two (2) years of satisfactory performance.

XII. 6.3.2 The restoration of CDI(s), in accordance with XII.6.2 and XII.6.3 above, shall not result in the movement of a member past the normal salary ceiling within the relevant rank (i.e. B14, C18, or D19); however, upon promotion, the denied CDIs shall be credited to the member on a go-forward basis.

XII.7 Scholarly Misconduct

XII.7.1 The Policy on Scholarly Misconduct (referred to as "the policy"), endorsed by Senate of Trent University June 23, 2020, is attached hereto as Appendix B and forms part of this Collective Agreement.

XII.7.2 Any statement made by a member named in an allegation during mediation or settlement discussion at any stage of procedure under the policy, including any meetings held under Section V (Procedures) of the policy, shall be without prejudice and shall not be referred to or relied on in evidence at any later stage of the proceedings under the policy, including arbitration, or in proceedings outside the University.

XII.7.3 A member named in an allegation and attending a meeting held as part of a formal investigation under the policy may, if they so request, be accompanied by a representative of the Association or, with the Association's written agreement, be represented by any willing person.

XII.7.4 A grievance arising out of the imposition of a disciplinary penalty under the policy must be filed by the Association in accordance with the timelines laid out in XIII.3. Such a grievance may be referred directly to Step Two of the grievance process as outlined in XIII.3. These time limits may be revised by mutual agreement of the parties.

XII.7.5 No person connected with the formal investigation of an allegation under the policy shall be appointed an arbitrator in any subsequent arbitration of the allegation. The arbitrator(s) shall hear all evidence *de novo*.

XII.7.6 Public or official statements by officers of the University concerning an allegation, investigation and/or finding shall be consistent with the substance and/or stage of said allegation, investigation and/or finding. Such statements, including statements concerning disciplinary penalties imposed under the policy, shall be

made by the University only on a "need-to-know" basis, including as required by the funding agencies. However, arbitration reports issued in consequence of actions under the policy constitute public documents.

XI.7.7 Records of disciplinary penalties under the policy which are confined to a warning, reprimand or restitution shall be removed from the member's personnel files after a period of three (3) years during which no further records of similar or more serious disciplinary action have been added to the member's files. Records of more serious disciplinary penalties under the policy shall be removed from the member's personnel files after a period of five (5) years during which no further records of similar or more serious disciplinary action have been added to the member's files. Documents which are so removed shall be maintained in a separate file in the Office of the appropriate Dean/University Librarian, with access on a "need-to-know" basis and only in the context of personnel/employment decisions involving disciplinary action. Notice of access shall be provided to the member and to the Association.

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

Article XIII: Grievance and Arbitration Procedure, and Dismissal for Cause

XIII.1 General

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

XIII.1.1 Definitions

(a) Grievance: A grievance is a claim, dispute or complaint involving the interpretation, application, administration or alleged violation of this Collective Agreement.

(b) Grievor: The grievor is the party who initiates a grievance

XIII.1.2 Carriage of Grievances

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

XIII.1.3 Types of Grievance

(a) an individual grievance is a grievance initiated by the Association on behalf of an individual member;

(b) a group grievance is a grievance initiated by the Association on behalf of a group of named members;

(c) a policy grievance is a grievance arising directly between the Association and the Board concerning interpretation, application, administration or alleged violation of the provisions of this Agreement, and may be initiated by either the Association or the Board.

XIII.2 Timely Resolution

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

The grievance timelines, as provided in Article XIII.3.1.1, commence on the date the member receives the formal decision of the Board after having exhausted the applicable reviews and appeals.

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

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

XIII.3 Grievance and Arbitration Procedure

XIII.3.1 Step 1: Grievance

XIII.3.1.1 Formal grievance proceedings shall be initiated by formal Notice of Grievance from the Association to the President, with a copy to the VP Human Resources. Such Notice shall be provided within fifty (50) days after the act or omission giving rise to the grievance has become known or ought reasonably to have become known. The Notice shall describe, so far as possible at the time of filing, the matter(s) in dispute, the Article(s) alleged to have been violated, the manner and date that the matter in dispute became known to the grievor, and the remedy or remedies sought.

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

XIII.3.2 Step 2: Arbitration

XIII.3.2.1 Any grievance processed in accordance with the grievance procedures may be submitted to arbitration by either party within fifteen (15) days of receiving the Employer's response under XIII.3.1.2.

XIII.3.2.2 The parties agree that they will confer no later than thirty (30) days before the scheduled arbitration hearing and use their best efforts to resolve the grievance.

XIII.3.2.3 Arbitration shall be by a single arbitrator, unless the parties agree to refer the matter to a three (3) person Board of Arbitration. In the event that the parties elect for a three (3) person Board, the parties have ten (10) days to name their nominee to the panel.

XIII.3.2.4.1 Where a single Arbitrator determines the grievance, the following shall apply:

- (a) The parties agree that the following persons serve as single Arbitrators on a rotating basis so long as this Collective Agreement continues to operate:

Kevin Burkett
Eli Gedalof
Sheri Price
Brian Sheehan
Jasbir Parmar

- (b) The persons specified in (a) above shall serve as single Arbitrators in rotation according to the order in which they are listed. If an arbitrator is not available or agreeable to commence hearings within thirty (30) days of being notified of their requested appointment, the next person on the list

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

(c) If none of the persons on the list specified in (a) above can or will act within the required time, and if the parties do not agree on another arbitrator in accordance with (b) above, the parties, within fifteen (15) days shall ask the Ontario Minister of Labour to appoint such single Arbitrator.

(d) Where the parties agree to have a three-member Arbitration Board, it shall consist of a nominee from each of the parties and a Chair to be chosen on a rotation basis from the panel of arbitrators in XIII.3.2.4.1(a) and in the manner provided in XIII.3.2.4.1 (b) and (c).

XIII.3.2.4.2 The single Arbitrator or the Board of Arbitration shall determine its own procedures but shall give full opportunity to all parties to present evidence and make representations.

XIII.3.2.4.3 The single Arbitrator or Board of Arbitration shall confine itself to the grievance submitted and shall have the power to amend technical deficiencies of the grievance and modify penalties including disciplinary penalties but shall not by its decision add to, delete from, modify or otherwise amend the provisions of this Agreement, nor shall it decide any other issue than that submitted to it.

XIII.3.2.5 No person shall be appointed as an arbitrator who has been involved with or has attempted to negotiate or settle the grievance or who has any other conflict of interest.

XIII.3.2.6 Each of the parties shall bear the expense of its appointee, if any, to the Arbitration Board, and one-half (1/2) of the expense of the Chair or single Arbitrator. The parties shall pay their own expense of appearing at the hearing.

XIII.3.2.7 Where the grievance concerns a charge of discrimination pursuant to Articles I.2.4 and the grievor demonstrates the existence of a pattern consistent with discrimination, the arbitrator(s) shall require the party against whom the grievance is filed to show that there was no discrimination in fact.

XIII.3.2.8 Without limiting the operations of other appropriate provisions of this Article, the Arbitrator(s) shall have the power to award compensation, but only to the extent of recovery of monetary losses actually suffered by an individual member or party arising from the proven breach.

XIII.3.2.9 The decision of the single arbitrator or Board of Arbitration, including any remedy or remedies, shall be final and binding on both parties.

XIII.4 Dismissal for Cause

- XIII.4.1 Dismissal shall be only for just and reasonable cause.
- XIII.4.2.1 Dismissal means the termination of any appointment by the Board without the consent of the member, as follows:
- (a) for tenured/permanent members, before the point of retirement established pursuant to this Agreement;
 - (b) for non-tenured/non-permanent members, before the end of the appointment period, as specified in their letters of appointment or reappointment, and/or as provided under the terms of this Agreement.
- XIII.4.2.2 As the sole exception to the definitions stated above, neither layoff nor termination of appointment for reasons of financial exigency, pursuant to Article XV of this Agreement, shall constitute dismissal.
- XIII.4.3 Members afflicted by physical or emotional inability to carry out their reasonable duties, upon submission of adequate proof, shall be granted compassionate leave without pay, except as provided in the long-term disability insurance scheme for members or as may be voluntarily granted by the University. Such leave shall not exceed four (4) years unless covered by the long-term disability insurance scheme, except by agreement of the University, the Association and the member.
- XIII.4.4 Dismissal proceedings shall be initiated when the President, upon being satisfied that there appears to be adequate cause to justify a recommendation for dismissal, notifies a member in writing to meet informally and privately to discuss the *prima facie* grounds for dismissal, no earlier than seven (7) days and no later than fourteen (14) days after receipt of such notification. A copy of the notice will be sent simultaneously to the Association. If agreed by the President, the Association, and the member, there may be additional informal meetings.
- XIII.4.5 A resignation in writing by a member under threat of dismissal, or in consequence of an action or actions by a representative of the Board in violation of this Agreement, shall not be accepted as a valid termination of the member's appointment if it is formally rescinded by the member within two (2) weeks of its submission.
- XIII.4.6 Up to two (2) other persons may be present whom the President considers useful to such discussion, and the member shall be accompanied by a representative of the Association and may also be accompanied by a supportive person.
- XIII.4.7 At the informal meeting(s), the *prima facie* grounds for dismissal shall be informally reviewed, to ascertain whether there is an agreed alternative to carrying forward dismissal proceedings.
- XIII.4.8 If the President remains satisfied after the meeting(s) that there is adequate cause to justify recommending dismissal, or if the member, having a reasonable opportunity to meet with the President within the time limits of XIII.4.4 fails to

appear for an initial meeting within the time limits set above and the President remains satisfied that there remains adequate cause to justify recommending dismissal, the President shall notify the member and the Association in writing of the grounds for dismissal alleged against the member no later than twenty-one (21) days after the last of the meetings that may have been agreed to under XIII.4.4, or, if there were no meetings, after the time limits for such meetings provided in XIII.4.4.

- XIII.4.9.1 The grounds for dismissal in such a notification shall be stated in sufficient detail to allow the preparation of a defence, and the provisions of this Agreement thought to apply shall be expressly quoted.
- XIII.4.9.2 No later than twenty (20) days prior to the commencement of the arbitration hearings, the Association may request additional particulars of the grounds for dismissal as specified in such notice, and the President shall supply the same no later than ten (10) days after such request.
- XIII.4.9.3 No later than twenty (20) days prior to the commencement of the arbitration hearings, the President may clarify in writing the initial statement of grounds for dismissal.
- XIII.4.9.4 The statement of grounds as provided for under XIII.4.8 and restated as provided under XIII.4.9.2 and XIII.4.9.3 shall constitute the final notification of grounds for dismissal.
- XIII.4.10 Failure of the President to provide the required notification within the designated time shall terminate the dismissal proceedings, unless the delay of notification shall have been occasioned by circumstances beyond the President's control.
- XIII.4.11 If the proceedings are terminated at this or subsequent stages, the President shall not reinstitute dismissal proceedings based on the evidence constituting *prima facie* grounds for dismissal which led to the initial meeting or, where proceedings end after final notification, on the specific charges there detailed, provided that the Arbitration Board or single Arbitrator has the power to amend technical deficiencies of the dismissal proceedings.
- XIII.4.12 The member may terminate the proceedings at any time by resignation. If the resignation is submitted after formal convening of the arbitration, it shall take effect immediately, notwithstanding the provisions of XIII.4.5.
- XIII.4.13 Where the termination of proceedings comes about as a result of a formal agreement by a member to certain conditions which are themselves consistent with this Agreement, failure to adhere to such terms may be included among grounds for dismissal in subsequent proceedings. Such special agreement of conditions shall be in writing and shall be signed by the member only after approval by the Association that the conditions appear to be consistent with the Agreement.
- XIII.4.14 Following commencement of dismissal proceedings, a member shall be relieved

of all duties under the provisions of VIII.1.1 or VIII.1.2 of this Agreement, until dismissal proceedings are terminated.

- XIII.4.15 Within thirty (30) days after notification of grounds for dismissal, there shall be established an Arbitration Board to determine whether there is just and reasonable cause for dismissal. If the parties agree to arbitration before a single Arbitrator in place of an Arbitration Board, they shall appoint an Arbitrator as outlined at XIII.3.2.4.1.
- XIII.4.16.1 The onus lies on the President to establish just and reasonable cause, and the evidence to be presented shall be limited to the grounds stated in the final notification of grounds.
- XIII.4.16.2 The President and the Association shall advise each other in writing of the documentary evidence upon which each relies and produce copies of such documentary evidence to the other five (5) days prior to the commencement of the arbitration hearing.
- XIII.4.16.3 SETS completed and prepared in accordance with written university procedures in effect at the time of such evaluations shall be accepted as evidence without requirement of oral substantiation from students. Peer evaluation of the member by committees under university procedures in effect at the time of such evaluation shall be accepted as evidence without requirement of oral substantiation from members of those committees.
- XIII.4.17 The Board shall make its nominee for the Arbitration Board or state its preference to have the matter considered by a single Arbitrator at the same time as its notification of grounds as provided in XIII.4.8, as in a notice taking a grievance to arbitration, pursuant to Article XIII.3.2, and the Board shall notify the Association when it notifies the member.
- XIII.4.18 If the Association agrees to take the part of the member in arbitration, the Association shall so notify the President and the member within ten (10) days of the receipt of notification of grounds for dismissal, as provided for in XIII.4.8. If the Association has not acted to nominate a member of the Arbitration Board within ten (10) days of their statement of willingness to do so, or confirmed that the matter shall be decided by a single Arbitrator, the President shall notify the member.
- XIII.4.19 If the Association has not confirmed a preference for a single Arbitrator or acted to nominate a member of the Arbitration Board within thirty (30) days of the receipt of notification by the member of grounds for dismissal, as provided for in XIII.4.8, the President may proceed to recommend dismissal of the member, upon five (5) days' additional notice to both member and Association. The President shall not unreasonably refuse a request from either Association or member subject to dismissal proceedings for a further delay of up to ten (10) days before final action is taken. Failure by the Board to nominate an arbitrator terminates the dismissal proceedings.

- XIII.4.20.1 The Arbitration Board or single Arbitrator in dismissal proceedings shall be governed by all the principles which apply to an Arbitration Board or single Arbitrator established to determine a grievance pursuant to XIII.3.2.
- XIII.4.20.2 If the Arbitration Board or single Arbitrator finds just and reasonable cause for dismissal, it may in its discretion award a sum not to exceed six (6) months' salary to a member upon dismissal, and the President may proceed to recommend the member's dismissal to the Board. No further action can be taken by the member.
- XIII.4.21 Under XIII.4, notification to the member shall be deemed to have been given if such notice is conveyed by personal service or sent by registered mail to the individual's last known address shown on university records. Notification under XIII.4 will be deemed to have been received on the date of personal service or on the seventh (7th) day (exclusive of Saturdays, Sundays and recognized holidays) following the date of mailing if sent by registered mail.

Article XIV: Closure and Restructuring of a Department

XIV.1 Definitions

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

XIV.2 Multi-Year Planning

Departments that have experienced, or can reasonably expect to experience, a significant loss of the tenured/permanent 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 Department Committee. The plan will address future operations and the department's undergraduate and graduate program offerings, as applicable.

XIV.3 Procedures for Closure or Restructuring

- XIV.3.1 Closure or Restructuring of a department may be undertaken only with the approval of the Senate and concurrence of the Board. Restructuring requires an academic plan approved by Senate and formal consultation with the departments directly affected.
- XIV.3.2 The motion to restructure or close a department brought to Senate must be in the form of a report brought to Senate after it is shared with all affected members and the Association.

XIV.4 Status of Members

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

Article XV: Financial Exigency

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

the University's expenditures and whether in view of the University's needs and its established academic goals layoffs of members constitute a necessary type of cost saving; and

(e) verify whether the Board has made reasonable efforts to increase revenues to overcome the projected deficits.

XV.3.4 The Committee shall also verify whether the reduction in expenses as specified by the Board under XV.1.2 is reasonable in the light of these deficits experienced and projected and whether the Board's statement of the proportion of this reduction that shall be applied to members' salaries and benefits is reasonable in the light of the University's needs and established academic goals. The Committee may recommend variations in these levels and proportions and it may recommend to the Board additional steps the Board might take to remedy the exigency.

XV.3.5 If the Committee does not agree on a report, the report of the majority shall be deemed to be its report; if there is no majority, the Chair's decision shall be the decision of the Committee.

XV.3.6 If the Committee finds that an exigency does not exist in the sense of XV.3.3, then the Board shall be precluded from invoking the provisions of this Article for eighteen (18) months from the date of the report.

XV.3.7 Costs of the Committee shall be borne by the Board.

XV.3.8 Unless a state of financial exigency has been established in accordance with the provisions of XV.3.3, XV.3.4, and XV.3.5, no members shall be laid off or dismissed without cause.

XV.3.9 When the report of an Exigency Review Committee verifying that a financial exigency exists is made known to the Association, the Association shall invite members to make available to it agreements to make use of voluntary designs bringing about savings in expenditures for members' salaries and benefits which are provided in accordance with Articles III.4.2.1, III.4.2.2, IV.9, and V.4 of this Agreement. All savings produced by such agreements shall be applied directly to the reductions verified by the Committee. The Association shall also invite departments to make recommendations concerning any terms and conditions of employment which might be renegotiated in order to bring about savings in the expenditures allocated to members' salaries and benefits.

XV.4 If the Committee verifies that a financial exigency exists, reductions in the budgetary allocation for salaries and benefits of members shall not exceed the amount required to reduce the total budget for such salaries and benefits to the level specified by the Board (under Article XV.1.2) and confirmed by the Committee (under Article XV.3.4). Further, a thirty-day period shall elapse before any procedures for layoffs are invoked. During that period, the parties shall meet and confer with respect to the implications of the financial exigency. It shall be open to them, notwithstanding any provisions to the contrary elsewhere in this

Agreement, to renegotiate provisions of this Agreement bearing directly on salaries and benefits, or to reach other mutually acceptable emergency methods of reducing expenditures that could avert layoffs or decrease their number. All savings produced by such changes shall be applied directly to the reductions verified by the Committee.

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

XV.5.2 The Academic Advisory Commission shall be composed as follows:

(a) within five (5) days of the end of the thirty-day period specified in Article XV.4, the parties shall each name two (2) persons from outside the University as their appointees to the Commission;

(b) the four (4) persons so named shall meet at the call of the President, but in any case within five (5) days of their being named, and shall choose a fifth (5th) person to act as Chair; if they fail to agree within five (5) days of their first meeting, the Chair shall be appointed by the Chair of the Ontario Arts Council. The Chair so named shall assume their duties within fifteen (15) days of being named.

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

XV.5.4 The Commission shall hold its first meeting within fifteen (15) days of the naming of its Chair, and shall be required to report within thirty (30) days of its first meeting. It shall follow its own rules of procedure and shall have access to all information it deems pertinent to its task.

XV.6.1 The Commission shall distribute the reductions required by the Board in members' salaries and benefits so as to minimize the damage to the academic needs of the University, provided that no department shall have its salary and benefits budget reduced by a percentage that is more than 1.5 times the percentage reduction in the budget for members' salaries and benefits, as verified under XV.3.4 and adjusted under XV.4.

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

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

XV.6.3 The number of members to be laid off in a department shall be determined by dividing the reduction required in the department's salaries and benefits budget

(as determined under XV.6.1 or XV.6.2) by the average salary (including benefits) for all members in the University. The resulting figure shall be rounded to the nearest whole person.

- XV.7.1 If, following the thirty-day period specified in XV.4, a need for layoffs remains, departments shall be notified of that fact by the Provost. Within five (5) days of such notice, a Special Committee shall be established in each department, constituted as follows:
- (a) as Chair, a member of the department elected by a two-thirds (2/3) vote of members within the department; or, if the members cannot secure agreement upon a Chair within the five (5) days specified, a Chair designated by the Dean, such Chair to be a distinguished person from the same discipline but from outside the University;
 - (b) the Dean, or designate; and,
 - (c) a third (3rd) person chosen jointly by the other two (2), who shall be a member from a cognate discipline.
- XV.7.2 The Special Committee may designate not more than twenty per cent (20%) of members in the department (rounded to the nearest whole person) as being exempted from layoff on grounds of academic contribution and promise. The Special Committee shall set its own procedures, shall have access to all information it deems relevant, and shall report its decisions, if any, in writing to the Provost and the parties within fifteen (15) days of its formation according to XV.7.1. If the Special Committee for a department finds that it is unable to designate some or all of the twenty per cent (20%) of members it is empowered to designate under terms of this article, the procedures under XV.9 shall be implemented notwithstanding.
- XV.8 The following shall be exempt from layoff under the provisions of Article XV: librarian members; University professors who were appointed to their positions at least six (6) months prior to the notification of financial exigency under XV.1.1; Chairs of Special Committees under XV.7.1(a); and members who are listed as being exempted from layoff by a Special Committee under XV.7.2.
- XV.9 Following the decisions of the Academic Advisory Commission under XV.6.1 or the determination of reductions under XV.6.2, which shall be communicated to the parties, the departments required to lay off members and the members thus affected shall be notified in writing of the fact and, subject to the provisions of XV.6, XV.7, and XV.8, of the names of those specific members who are to be laid off, according to length of service at the University so that those with least seniority within each affected department are laid off first. Length of service shall be reckoned from the date of tenure/permanency at the University, and, failing a distinction there, from the day of first regular appointment in the University, then first appointment in a regular academic position, then first appointment in any full-time academic position. Thereafter, still failing distinction, the distinction shall be achieved by lot. The Provost shall forward to the President the names of those

recommended for layoff.

- XV.10 After the selection of members who are to be laid off, but prior to the implementation of such layoffs, such members shall be considered for retraining for or appointment to vacant positions in the University. If the retraining or appointment is to a vacant academic position, members shall retain their former academic status, including credits for sabbatical leaves, salaries and benefits. If the retraining is approved by the Board, the Board shall pay all reasonable costs relating to the plan of retraining.
- XV.11 The President shall recommend to the Board the layoff of those members whose names have been forwarded by the Provost and for whom alternatives to layoff have not been found under the provisions of Article XV.10. The President shall at the same time notify such members of their impending layoffs, stating in writing that the layoff is for reasons of financial exigency alone.
- XV.12.1 The Board shall provide each member who is selected for layoff with:
- (a) not less than twelve (12) months' written notice of the proposed date of layoff or salary in lieu thereof; and
 - (b) one (1) month's salary for each year of service in the University in an academic rank, as well as a further six (6) months' salary for tenured/permanent academic staff provided that, in no case, shall the payment to the tenured/permanent members be less than twelve (12) months' salary or more than twenty-four (24) months' salary.
- XV.12.2 All payments under XV.12.1 shall be based on the individual's total salary including the Employer's contributions to pension and other benefit plans for the member's final full academic year of service at the University. In no case shall the number of months' salary paid under this paragraph exceed the time remaining until the normal retirement age of the member.
- XV.13 A member who is laid off shall enjoy access to library and computer services facilities (provided that costs of the latter are paid for by the member), and, if facilities are available, to office and laboratory space, until alternative employment is secured or recall rights expire, whichever occurs first.
- XV.14 A member who has been laid off shall have preference for appointment over any other candidate if, within a period of four (4) years, a full-time appointment suitable to the laid-off member's professional qualifications becomes available within the University. A member shall be given one (1) month to decide whether to accept recall and, if so, the member shall be given a reasonable period of time, not to exceed an additional six (6) months, to complete existing employment obligations.
- XV.15 Laid-off members who are recalled shall repay any portion of the allowances specified in paragraph XV.12.1 which exceed their entitlement had they continued to hold their former appointments.

XV.16 Layoffs under the provisions of Articles XV.1 through XV.15 shall be recorded and reported as being solely for reasons of financial exigency; such layoffs do not constitute dismissal for cause.

Article XVI: Salaries and Benefits

XVI.1 Salary Scales

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

XVI.2 Compensation for Chairs and Directors of Departments

XVI.2.1 Chairs and Directors of departments shall have the choice of receiving during their term as Chair/Director either an annual stipend 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.

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 may receive an additional 0.5 course reduction in their first year. Chairs and Directors who hold teaching-intensive appointments shall receive no less than 1.0, and no greater than 1.5 course reduction during each academic year, except that members serving an initial term as Chair 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 and will be based on the anticipated administrative workload and should take into consideration (but not be limited to) the following factors:

- 1) the number and nature of course offerings administered by the department
- 2) the number and nature of students for which the department has total or shared responsibility;
- 3) the scope and nature of external partnerships/agreements in which the department has responsibilities;
- 4) the scope and nature of practica, placements, internships, and exchanges managed by the department;
- 5) the number and classification of administrative staff within department;
- 6) the number of faculty (including limited term) and sessional instructors in a department;
- 7) the number of teaching assistants, graduate assistants, demonstrators employed within a department.

8) the member's ongoing research program.

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

XVI.3 Compensation for Directors of Graduate Programs

XVI.3.1 Graduate Directors shall have the choice of receiving an annual stipend of 10% of B1 or no less than 0.5, and no greater than 1.0 course reduction during each academic year. The course reduction a particular Graduate Director receives will be determined by the Provost or designate in consultation with the appropriate Dean and should take into consideration (but not be limited to) the following factors:

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

XVI.3.2 A signed copy of the letter of appointment of each Graduate Director detailing all forms of compensation, including course reductions, shall be provided to the Association.

XVI.4 Compensation for Program Coordinators

XVI.4.1 Program Coordinators of programs not contained within an existing department shall normally receive a 0.5 course reduction during each academic year, and may receive an additional 0.5 course reduction in exceptional cases, for example, the development of new programs and to oversee cyclical program reviews. Program Coordinators holding teaching-intensive appointments, including limited term appointees, shall receive an additional 0.5 course reduction each year in that position. Program Coordinators serving an initial term may receive an additional 0.5 course reduction in their first year.

XVI.4.2 Program Coordinators of programs within an existing department or an option as identified in the Academic Calendar shall normally perform the duties of this position as part of their service load, but may receive a 0.5 course release in exceptional cases.

XVI.4.3 When a course release is provided to a Program Coordinator, the Dean shall provide confirmation in writing, with a copy to the Association.

XVI.5 Stipend for Overload Teaching

XVI.5.1 The stipend for courses taught outside the regular academic session payable to members under the provisions of Article VIII.6 of this Agreement shall be twenty per cent (20%) of the salary specified for step B1 in the rank of Assistant Professor for a full credit course and ten per cent (10%) for a half credit course. For all courses taught between May and August inclusive, the basis of the calculation of the stipend shall be the scale prevailing on May 1 of that year.

XVI.5.2 Except for courses which are taught as part of normal teaching responsibilities under VIII.6 and courses which are banked as provided under V.3, when a member has agreed to teach a course outside the regular academic session and the enrolment in the course is less than fifteen (15), the member may elect to teach the course for a reduced stipend. The stipend shall be reduced by 4% for each student by which the course enrolment falls below fifteen (15). If the enrolment in a course outside the regular academic session is fewer than ten (10), the course will not be offered on the reduced-stipend basis defined above.

XVI.5.3 Members teaching reading courses outside the regular academic session shall be paid a stipend of \$322 for a full credit course and \$161 for a half credit course.

XVI.6 Benefits

XVI.6.1 As a minimum, and subject only to the eligibility provisions of the various benefit plans which are summarized below, members shall be provided with the following:

- (a) **EI** - Board/employee premiums as determined by the Federal government.
- (b) **CPP** - Board/employee premiums as determined by the Federal government.
- (c) **WSIB** - Board premiums as determined by the province.
- (d) **Semi-private Hospital Accommodation** - Board pays 100% of this coverage.
- (e) **Extended Health Care** - Single or family coverage, as appropriate. Board pays 100% of premium - \$50 single/\$100 family annual deductible. Coverage includes, but is not limited to, the following:
 - (i) Prescription drugs;
 - (ii) Private nursing where ordered by attending physician;
 - (iii) Difference in cost between semi-private hospital accommodation and

private accommodation;

- (iv) Further coverage such as ambulance charges, prosthetic appliances, speech therapy, etc. Contact the Department of Human Resources for details.

(f) **Additional Extended Health Benefits** - Board pays 100% of premiums:

- (i) **Vision care** - A six hundred dollar (\$600) optical benefit which shall be available once in any twenty-four (24) consecutive month time period in accordance with the terms and conditions of the Plan; 20% member co-payment.

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

- (ii) **Hearing aids** - to be reimbursed up to five thousand dollars (\$5,000) lifetime maximum per eligible family member; 50% member co-payment;

- (iii) **Deluxe Health Plan While Outside Canada;**

- (iv) **Paramedical Services** - Payment for services of practitioners licensed as Chiropractors, Osteopaths, Chiropodists, Podiatrists and Naturopaths, including a maximum of one (1) X-ray examination per Benefit Year ordered by each licensed practitioner. The maximum amount payable in any Benefit Year, over and above the treatment limitations of the provincial health plan and where not prohibited by law, is \$300 per person for treatments by each practitioner.;

- (v) **Massage Therapy** - up to five hundred dollars (\$500) per year per family member;

- (vi) **Dental Plan** - Single or family coverage, as appropriate, equivalent to Blue Cross #9 - updated annually each July 1 based on previous year's ODA Schedule - Board pays 100% of premium.

- (vii) **Dental Major Restorative not otherwise covered-** \$2,500 lifetime maximum per eligible family member; 50% member co-payment.

- (viii) **Orthodontic Treatment** - Single or family coverage, as appropriate; \$3,000 lifetime maximum per eligible family member; 50% member co-payment;

- (ix) **Psychological Care-** up to \$3,000 per year for services of a registered psychologist, social worker, or psychotherapist.

(g) **Group Life Insurance** - term insurance equal to 1.5 x annual salary (Board pays 100%) - plus optional coverage 2x, 3x, 4x, 5x annual salary, and

additional optional survivor income benefits for spouse and/or children.
(Employee pays 100% of premium on options.)

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

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

Optional Survivor Income coverage ends at normal retirement date.

(h) Long-term Disability

Board self-insures for absence from sickness/injury for six (6) months (see V.7 - Sick Leave) - after six (6) months, where total disability, LTD coverage provides a monthly benefit of the lesser of \$13,000 or 75% of insured earnings. This is a taxable benefit. Board pays 100% of premium. Benefit and eligibility end at normal retirement age.

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

(i) Gender Affirmation Fund

A fund in an annual amount of \$5,000 will be available to support health services and other costs associated with gender transitioning not covered by OHIP or any other government program. Unused funds shall be carried over with the fund amount not to exceed \$15,000.

(j) Gender Affirmation Benefit

Employees and dependents shall be eligible for SunLife's extended gender affirmation coverage, effective 1 July 2023.

XVI.6.1.1 Any government program which provides duplicate coverage shall be established as first payer.

XVI.6.2

(a) The Letter of Understanding re: Supplemental/Aggregate Retirement Arrangement (SRA/ARA) and the Fifth Framework Agreement, 2016-2019, included below as Appendix V forms part of the Agreement.

(b) The Memorandum of Agreement re: Consent to the Conversion to the University Pension Plan, included below as Appendix W forms part of the Agreement.

XVI.6.3 For those insured plans which are non-statutory, the Board reserves the right to tender the benefits contract, change the carrier, etc., provided only that equivalent benefit levels are maintained.

XVI.7 Tuition Waivers

Dependents (spouses and children under 25 years of age) 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.

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 and will not interfere with the fulfilment of such duties, 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.

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 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.

XVI.8 Retirees

All bargaining unit retirees are entitled to the privileges provided under Senate's March 2018 "Appointment of Emeritus Professors and Librarians" policy. The title under this clause for Librarian retirees shall be "Librarian Emeritus".

Schedule A: Salary Scales

				July 1, 2022	January 1, 2023				
Faculty						1.75%	Bi-weekly	Professional Librarians	
A1	.....	.....	Lecturer	\$84,462	\$85,940	\$3,305.40			I.1
A2				\$87,572	\$89,104	\$3,427.08			I.2
A3				\$90,683	\$92,270	\$3,548.85		II.1	I.3
A4				\$93,800	\$95,442	\$3,670.83		II.2	I.4
A5	B1	.....	Asst Prof	\$96,910	\$98,605	\$3,792.52			II.3
A6	B2			\$100,020	\$101,770	\$3,914.24			II.4
A7	B3			\$103,135	\$104,940	\$4,036.14		III.1	II.5
A8	B4			\$106,245	\$108,104	\$4,157.86		III.2	II.6
A9	B5			\$109,357	\$111,270	\$4,279.63		III.3	II.7
A10	B6			\$112,468	\$114,436	\$4,401.40		III.4	II.8
A11	B7	C1	Assoc Prof	\$115,581	\$117,603	\$4,523.21		III.5	(II.9)
A12	B8	C2		\$118,695	\$120,772	\$4,645.07	IV.1	III.6	(II.10)
	B9	C3		\$121,804	\$123,935	\$4,766.75	IV.2	III.7	
	B10	C4		\$124,915	\$127,101	\$4,888.52	IV.3	III.8	
	B11	C5		\$128,031	\$130,272	\$5,010.46	IV.4	III.9	
	B12	C6		\$131,141	\$133,436	\$5,132.14	IV.5	III.10	
	B13	C7		\$134,253	\$136,603	\$5,253.95	IV.6	III.11	
	B14	C8		\$137,366	\$139,770	\$5,375.76	IV.7	III.12	
	(B15)	C9	Full Prof	\$140,477	\$142,936	\$5,497.53	IV.8	(III.13)	
	(B16)	C10	D2	\$143,725	\$146,241	\$5,624.64	IV.9	(III.14)	
		C11	D3	\$146,975	\$149,547	\$5,751.79	IV.10		
		C12	D4	\$150,225	\$152,854	\$5,878.99	IV.11		
		C13	D5	\$153,471	\$156,156	\$6,006.01	IV.12		
		C14	D6	\$156,717	\$159,460	\$6,133.08	IV.13		
		C15	D7	\$159,968	\$162,767	\$6,260.27	IV.14		
		C16	D8	\$163,217	\$166,073	\$6,387.42	IV.15		
		C17	D9	\$166,510	\$169,424	\$6,516.30	IV.16		
		C18	D10	\$169,712	\$172,682	\$6,641.60	IV.17		
		(C19)	D11	\$172,960	\$175,986	\$6,768.71	(IV.18)		
		(C20)	D12	\$176,213	\$179,297	\$6,896.03	(IV.19)		
		(C21)	D13	\$179,459	\$182,599	\$7,023.06			
			D14	\$182,707	\$185,904	\$7,150.17			
			D15	\$185,955	\$189,209	\$7,277.27			
			D16	\$189,205	\$192,516	\$7,404.47			
			D17	\$192,450	\$195,818	\$7,531.45			
			D18	\$195,699	\$199,124	\$7,658.60			
			D19	\$198,950	\$202,432	\$7,785.84			
			(D20)	\$202,199	\$205,738	\$7,912.99			
			(D21)	\$205,446	\$209,042	\$8,040.06			
			(D22)	\$208,696	\$212,349	\$8,167.26			

Chair Stipend = \$9,860.54

Tufa Stipend = 20% of B1= \$19,721.09

					June 30, 2023	July 1, 2023			
Faculty						Annual	Bi-weekly	Professional Librarians	
A1	.....	.....	.....	Lecturer	\$85,940	\$88,519	\$3,404.56		I.1
A2					\$89,104	\$91,777	\$3,529.90		I.2
A3					\$92,270	\$95,038	\$3,655.32	II.1	I.3
A4					\$95,442	\$98,305	\$3,780.96	II.2	I.4
A5	B1	.....	.....	Asst Prof	\$98,605	\$101,564	\$3,906.29		II.3
A6	B2				\$101,770	\$104,823	\$4,031.67		II.4
A7	B3				\$104,940	\$108,088	\$4,157.22	III.1	II.5
A8	B4				\$108,104	\$111,348	\$4,282.60	III.2	II.6
A9	B5				\$111,270	\$114,609	\$4,408.02	III.3	II.7
A10	B6				\$114,436	\$117,870	\$4,533.44	III.4	II.8
A11	B7	C1	.....	Assoc Prof	\$117,603	\$121,132	\$4,658.91	III.5	(II.9)
A12	B8	C2			\$120,772	\$124,395	\$4,784.42	IV.1	III.6 (II.10)
	B9	C3			\$123,935	\$127,654	\$4,909.75	IV.2	III.7
	B10	C4			\$127,101	\$130,915	\$5,035.17	IV.3	III.8
	B11	C5			\$130,272	\$134,180	\$5,160.77	IV.4	III.9
	B12	C6			\$133,436	\$137,439	\$5,286.10	IV.5	III.10
	B13	C7			\$136,603	\$140,701	\$5,411.57	IV.6	III.11
	B14	C8			\$139,770	\$143,963	\$5,537.04	IV.7	III.12
	(B15)	C9	D1	Full Prof	\$142,936	\$147,224	\$5,662.45	IV.8	(III.13)
	(B16)	C10	D2		\$146,241	\$150,628	\$5,793.38	IV.9	(III.14)
		C11	D3		\$149,547	\$154,033	\$5,924.35	IV.10	
		C12	D4		\$152,854	\$157,439	\$6,055.36	IV.11	
		C13	D5		\$156,156	\$160,841	\$6,186.19	IV.12	
		C14	D6		\$159,460	\$164,244	\$6,317.07	IV.13	
		C15	D7		\$162,767	\$167,650	\$6,448.08	IV.14	
		C16	D8		\$166,073	\$171,055	\$6,579.05	IV.15	
		C17	D9		\$169,424	\$174,507	\$6,711.79	IV.16	
		C18	D10		\$172,682	\$177,862	\$6,840.85	IV.17	
		(C19)	D11		\$175,986	\$181,266	\$6,971.77	(IV.18)	
		(C20)	D12		\$179,297	\$184,676	\$7,102.92	(IV.19)	
		(C21)	D13		\$182,599	\$188,077	\$7,233.75		
			D14		\$185,904	\$191,481	\$7,364.67		
			D15		\$189,209	\$194,885	\$7,495.59		
			D16		\$192,516	\$198,292	\$7,626.61		
			D17		\$195,818	\$201,692	\$7,757.39		
			D18		\$199,124	\$205,097	\$7,888.36		
			D19		\$202,432	\$208,505	\$8,019.41		
			(D20)		\$205,738	\$211,910	\$8,150.38		
			(D21)		\$209,042	\$215,313	\$8,281.26		
			(D22)		\$212,349	\$218,719	\$8,412.27		
Chair Stipend = \$10,156.36									
Tufa Stipend = 20% of B1 = \$20,312.73									

				June 30, 2024	July 1, 2024						
Faculty					Annual	Bi-weekly	Professional Librarians				
A1	.....	.....	.....	Lecturer	\$88,519	\$91,174	\$3,506.70	I.1			
A2					\$91,777	\$94,531	\$3,635.79	I.2			
A3					\$95,038	\$97,889	\$3,764.98	II.1	I.3		
A4					\$98,305	\$101,254	\$3,894.38	II.2	I.4		
A5	B1	.....	.....	Asst Prof	\$101,564	\$104,611	\$4,023.48	II.3			
A6	B2				\$104,823	\$107,968	\$4,152.62	II.4			
A7	B3				\$108,088	\$111,330	\$4,281.94	III.1	II.5		
A8	B4				\$111,348	\$114,688	\$4,411.08	III.2	II.6		
A9	B5				\$114,609	\$118,047	\$4,540.26	III.3	II.7		
A10	B6				\$117,870	\$121,406	\$4,669.45	III.4	II.8		
A11	B7	C1	.....	Assoc Prof	\$121,132	\$124,766	\$4,798.67	III.5	(II.9)		
A12	B8	C2				\$124,395	\$128,127	\$4,927.95	IV.1	III.6	(II.10)
	B9	C3				\$127,654	\$131,483	\$5,057.04	IV.2	III.7	
	B10	C4				\$130,915	\$134,842	\$5,186.23	IV.3	III.8	
	B11	C5				\$134,180	\$138,205	\$5,315.59	IV.4	III.9	
	B12	C6				\$137,439	\$141,562	\$5,444.69	IV.5	III.10	
	B13	C7				\$140,701	\$144,922	\$5,573.91	IV.6	III.11	
	B14	C8				\$143,963	\$148,282	\$5,703.15	IV.7	III.12	
	(B15)	C9	D1	Full Prof	\$147,224	\$151,641	\$5,832.33	IV.8	(III.13)		
	(B16)	C10	D2				\$150,628	\$155,147	\$5,967.18	IV.9	(III.14)
		C11	D3				\$154,033	\$158,654	\$6,102.08	IV.10	
		C12	D4				\$157,439	\$162,162	\$6,237.02	IV.11	
		C13	D5				\$160,841	\$165,666	\$6,371.78	IV.12	
		C14	D6				\$164,244	\$169,171	\$6,506.58	IV.13	
		C15	D7				\$167,650	\$172,680	\$6,641.52	IV.14	
		C16	D8				\$171,055	\$176,187	\$6,776.42	IV.15	
		C17	D9				\$174,507	\$179,742	\$6,913.14	IV.16	
		C18	D10				\$177,862	\$183,198	\$7,046.07	IV.17	
		(C19)	D11				\$181,266	\$186,704	\$7,180.92	(IV.18)	
		(C20)	D12				\$184,676	\$190,216	\$7,316.00	(IV.19)	
		(C21)	D13				\$188,077	\$193,720	\$7,450.76		
			D14				\$191,481	\$197,226	\$7,585.61		
			D15				\$194,885	\$200,732	\$7,720.46		
			D16				\$198,292	\$204,241	\$7,855.41		
			D17				\$201,692	\$207,743	\$7,990.11		
			D18				\$205,097	\$211,250	\$8,125.01		
			D19				\$208,505	\$214,760	\$8,260.00		
			(D20)				\$211,910	\$218,267	\$8,394.89		
			(D21)				\$215,313	\$221,772	\$8,529.70		
			(D22)				\$218,719	\$225,281	\$8,664.64		

Chair Stipend = \$10,461.06

Tufa Stipend = 20% of B1= \$22,922.11

Schedule AA: Salary Parity

1. SALARY ADJUSTMENTS

1.1 Introduction

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

1.2 Disparity Correction

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

1.3 Parity Maintenance

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

1.4 Total Salary Adjustment

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

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

or

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

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

1.4.2 Commencing with the July 1, 2006 to June 30, 2007 contract year, and in each contract year thereafter, an across-the-board scale increase equal to the estimated total salary adjustment (ΔS_{est} - see below) will be paid effective July 1 of each contract year. For example, for the 2006-2007 contract year, the ΔS_{est} base salary increase will commence in July 2006. Starting in June

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

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

2. METHODS FOR CALCULATING COMPONENTS OF SALARY ADJUSTMENTS

2.1 Comparison Group

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

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

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

2.2.1 The base-salary adjustment at each university in the system shall be the aggregate cost, expressed in percentage terms, of the following adjustments: scale or across-the-board adjustments; adjustments designated as catch-up or cost-of-living adjustments; anomaly adjustments; special adjustments other than one-per-year career-development increments (CDI), progress-through-the-ranks increases (PTR), and merit awards.

2.2.2 The base-salary adjustment shall exclude the cost of: one CDI, PTR and merit increase per year, discretionary or otherwise; adjustments in administrative stipends; adjustments in overload stipends; benefit or fringe-benefit adjustments including adjustments in research allowances, professional-expense funds and equipment-purchase allowances; one-time-only payments or reductions such as bonuses and unpaid days.

2.2.3 Base salary adjustments shall be counted toward the calculation of the SAA for the contract year during which they become effective.

2.2.4 The system average base-salary adjustment SAA shall be the simple

average of the base-salary adjustments at each university in the system.

- 2.2.5 The data used for the calculation of SAA shall be based on the facts of each university's settlement. When those facts are not available for any university for any reason at the time when the calculation is to be done, the parties shall endeavour to agree on a reasonable estimate of the base-salary adjustment for the missing university. Failing such agreement, that university shall be omitted from the calculation.

2.3 Calculation of the System Average Salary (SAS)

- 2.3.1 Commencing with the 2006-2007 contract year, and in each contract year thereafter in which a calculation of disparity is done under 1.2, the system average salary (SAS) shall be calculated using Statistics Canada data for the preceding contract year in the non-medical-dental appointment category for Faculty With and Without Administrative Duties and for all subjects taught. SAS shall be the sum of the average salaries published by Statistics Canada, classified according to faculty members= ranks-and-ages, for the twelve (12) universities in the system other than Trent, with each rank-age category average weighted by the proportion of Trent faculty who occupy the category.

- 2.3.2 The weighting factor for Trent faculty shall be calculated as

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

where N_i is the number of Trent faculty reported by Statistics Canada in rank-age category i and " $\sum_i(\dots)$ " means "Sum the quantity within the parentheses over all categories i ". (When there are no Trent faculty in category i , N_i is equal to zero.)

- 2.3.3 The system average salary shall be calculated as

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

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

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

2.4 Calculation of the Trent Average Salary (TAS)

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

salaries published by Statistics Canada for Trent, with each category average weighted by the proportion of Trent faculty who occupy the category.

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

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

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

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

2.5.1 Calculation of the Disparity Correction

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

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

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

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

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

and

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

where all DIS_t values are calculated as per 2.5 above.

3. IMPLEMENTATION AND DISPUTE RESOLUTION

3.1 Meetings

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

3.2 Failsafe

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

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

3.3 Grievances Relating to this Schedule

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

4. JOINT COMMITTEE ON PARITY

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

Appendix A: The Classification, Promotion Requirements and Salary Scales of Librarians

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

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

In addition, there are two (2) additional steps at the top of each rank above Librarian I, which may be achieved in each rank only by way of a merit award (see VII.17.2).

4. Normal progression within each rank is based on successful performance of duties and continuing development as a librarian, archivist, or other specialist.
5. Criteria for promotion to the next rank are as follows:
 - (i) I to II Competence in the performance of duties in the library.
 - (ii) II to III As provided in VII.3.2.3 and VII.3.2.4
 - (iii) III to IV As provided in VII.3.2.5
6. The holding of any given rank is not tied to the holding of any given administrative position.
7. Salary adjustments for librarians are included in the general salary negotiations conducted between the Trent University Faculty Association and the University.

Appendix B: Policy on Research and Scholarly Misconduct

TRENT UNIVERSITY

POLICY ON RESEARCH AND SCHOLARLY MISCONDUCT

I. Preamble

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

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

II. Principles of Integrity in Research, and Scholarship

¹ Canada's research granting agencies—Canadian Institutes of Health Research (CIHR), Natural Sciences and Engineering Research Council of Canada (NSERC), and Social Sciences and Humanities Research Council of Canada (SSHRC) hereafter referred to as “Agencies”—are committed to fostering and maintaining an environment that supports and promotes the responsible conduct of research. In January, 2017, the Agencies officially launched the new Tri-Agency Framework: Responsible Conduct of Research. This new Framework sets out the responsibilities and corresponding policies for researchers, institutions, and the Agencies that together help support and promote a positive research environment. It specifies the responsibilities of researchers with respect to research integrity, applying for funding, financial management, and requirements for conducting certain types of research, and defines what constitutes a breach of Agency policies. For institutions, it details the minimum requirements for institutional policies for addressing allegations of all types of policy breaches, and institutions' responsibilities for promoting responsible conduct of research and reporting to the Agencies.

It replaces the previous integrity policy “Tri-Agency Framework: Responsible Conduct of Research (2011)”

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

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

1. **Acknowledgement:** Acknowledging appropriately all those and only those who have contributed to research, including sponsors and funders.
2. **Accurate referencing:** Referencing and, where applicable, obtaining the permission of the use of all published and unpublished work, including theories, concepts, data, source material, methodologies, findings, graphs and images.
3. **Rigour:** Scholarly and scientific rigour in proposing and performing research; in recording, analyzing, and interpreting data; and in reporting and publishing data and findings.
4. **Authorship:** Including as authors, with their consent, all those and only those who have made a substantial contribution to, and who accept responsibility for, the contents of the publication or document. The substantial contribution may be conceptual or material.
5. **Record keeping:** Keeping complete and accurate records of data, methodologies and findings, including graphs and images, in accordance with the applicable funding agreement, institutional policies, laws, regulations, and professional or disciplinary standards in a manner that will allow verification or replication of the work by others;
6. **Retaining the personal information of research subjects** in accordance with the data retention requirements of the Freedom of Information and Protection of Privacy Act;
7. **Fostering a shared understanding about the ownership of, and access to, primary data, software, and other products of research amongst all collaborators, especially between supervisors and graduate students, before research is undertaken;**
8. **Conflict of interest management:** Appropriately identifying and addressing any real, potential or perceived conflict of interest² in accordance with Trent University's Conflict of Interest Policy, in order to ensure that the

²A conflict of interest may arise when activities or situations place an individual in a real, potential or perceived conflict between duties or responsibilities related to research, and personal, institutional or other interests. These interests include, but are not limited to, business, commercial or financial interests pertaining to the individual, their family members, friends, or their former, current or prospective professional associates. (Based on the second edition of the Tri-Council Policy Statement: Ethical Conduct of Research Involving Humans [TCPS 2] Chapter 7)

objectives of the RCR Framework (Article 1.3) are met;

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

III. **Non-Compliance**

In addition to violations of this policy, non-compliance shall include any departure from relevant research policies as outlined in:

- 2nd edition of the *Tri-Council Statement: Ethical Conduct for Research Involving Humans (TCPS 2)* ;
- *Tri-Agency Framework: Responsible Conduct of Research*;;
- *the Tri-Agency Financial Administration Guide, the Trent University Senate Policy for Research Involving Human Participants*;
- the Trent University Conflict of Interest Policy;
- *Canadian Council on Animal Care Policies and Guidelines*;
- Tri-Agency policies related to the Canadian Environmental Assessment Act;
- Licenses for research in the field;
- *Public Health Agency of Canada Laboratory Biosafety Guidelines*;
- *Controlled Goods Program*;
- *Canadian Nuclear Safety Commission (CNSC) Regulations*;
- *Canada's Food and Drugs Act*

IV. **Breaches of Research Integrity**

A breach of Research Integrity is the failure to comply with any policies that govern research activity throughout the life cycle of a research project – from application for funding, to the conduct of the research and the dissemination of research results. In determining breaches of Research Integrity, it is not relevant to consider whether a breach was intentional or a result of honest error. However, intent is a consideration in deciding on the severity of the recourse that may be imposed.

Breaches include the following:

Fabrication: Making up data, source material, methodologies or findings,

including graphs and images.

Falsification: Manipulating, changing, or omitting data, source material, methodologies or findings, including graphs and images, without acknowledgement and which results in inaccurate findings or conclusions.

Destruction of research records: The destruction of one's own or another's research data or records to specifically avoid the detection of wrongdoing or in contravention of the applicable funding agreement, institutional policy and/or laws, regulations and professional or disciplinary standards.

Plagiarism: Presenting and using another's published or unpublished work, including theories, concepts, data, source material, methodologies or findings, including graphs and images, as one's own, without appropriate referencing and, if required, without permission.

Redundant publication or self-plagiarism: The re-publication of one's own previously published work or part thereof, data, in any language, without adequate acknowledgment of the source, or justification.

Invalid authorship: Inaccurate attribution of authorship, including attribution of authorship to persons other than those who have made a substantial contribution to, and who accept responsibility for the contents, of a publication or document.

Inadequate acknowledgement: Failure to appropriately recognize contributors.

Mismanagement of Conflict of Interest: Failure to appropriately identify and address any real, potential or perceived conflict of interest, in accordance with Trent University's Conflict of Interest Policy, preventing one or more of the objectives of the RCR Framework (Article 1.3) from being met.

Misrepresentation in an Agency Application or Related Document which includes:

Providing incomplete, inaccurate or false information in a grant or award application or related document, such as a letter of support or a progress report.

Applying for and/or holding an Agency award when deemed ineligible by NSERC, SSHRC, CIHR or any other research or research funding organization world-wide for reasons of breach of responsible conduct of research policies such as ethics, integrity or financial management policies

Listing of co-applicants, collaborators or partners without their agreement.

Mismanagement of Grants or Award Funds:

Using grant or award funds for purposes inconsistent with the policies of the Agencies;

Misappropriating grants and award funds;

Contravening Agency financial policies, namely the Tri-Agency Financial Administration Guide, Agency grants and awards guides; or

Providing incomplete, inaccurate or false information on documentation for expenditures from grant or award accounts.

Breaches of Agency Policies or Requirements for Certain Types of Research:

Failing to meet Agency policy requirements or, to comply with relevant policies, laws or regulations, for the conduct of research activities;

Failing to obtain the appropriate approvals, permits or certifications before conducting research.

Breaches of review process: including non-compliance with the Conflict of Interest and Confidentiality Policy of the Federal Research Funding Organizations or participating in an Agency review process while under investigation.

V. **Procedures**

The following procedures are intended to address non-compliance on the part of anyone involved in research within the University. They apply to all faculty, librarians, visiting scholars, postdoctoral fellows, research chairs, emeritus, adjuncts and staff. This policy also applies to undergraduate and graduate students insofar as they are involved in research. Individuals are expected to report in good faith and confidentially any information pertaining to possible breaches of research integrity where the researcher involved is currently employed, enrolled as a student or has a formal association. They do not limit the rights of persons whose terms and conditions of employment are governed by a collective agreement.

Members of the University community are encouraged to resolve misunderstandings or disputes among themselves or with informal assistance of Vice President Research and Innovation or designate.

A formal allegation of non-compliance must be written, dated and signed, and directed to the Vice President Research and Innovation within one month of the evidence on which it is based becoming known. An exact copy of the written allegation must be sent to the Secretariat for the Responsible Conduct of Research. The written allegation must include pertinent details and supporting evidence. When the Provost or Vice President Research and Innovation is named in an allegation, the President shall replace the Provost or Vice President Research and Innovation wherever they have a role in these procedures. When the President is named in an allegation, a designate from the Board of Governors shall replace the President wherever they have a role in these procedures. Anonymous allegations will be considered if accompanied by sufficient information to enable the assessment of the allegation and the credibility of the facts and evidence on which the allegation is based, without the need for further information from

the complainant.

Where an allegation related to conduct has occurred at another institution (whether as an employee, a student or in some other capacity), Trent University will contact the other institution and, with that institution's designated point of contact, determine which institution is best placed to conduct the inquiry and investigation, if warranted. Trent University, having received the allegation, must communicate to the complainant which institution will be the point of contact for the allegation. In the case of anonymous allegations the duty to communicate is waived.

Trent University, may independently, or at the Agency's request in exceptional circumstances, take immediate action to protect the administration of Agency funds. Immediate actions could include freezing grant accounts, requiring a second authorized signature from an institutional representative on all expenses charged to the researcher's grant accounts, or other measures, as appropriate.

Upon receiving or making a formal allegation, the Vice President Research and Innovation or designate shall notify the person named in the allegation. The Vice President of Research and Innovation shall endeavor to clear up misunderstandings and to mediate disputes where possible, maintaining the highest degree of confidentiality so as to protect the reputations and careers of all involved. The Vice President Research and Innovation shall form a judgment as to whether the allegation should proceed to a formal investigation.

If the Vice President Research and Innovation judges that the allegation should not proceed to a formal investigation, the person named in the allegation, as well as the person making it, shall be advised that the matter is at an end. The file is destroyed.

If the Vice President Research and Innovation judges that the allegation is responsible and should proceed to a formal investigation, the person named shall be so informed, promptly and in writing.

The formal investigation of the allegation begins upon receipt of written notice by the person named. The written notice shall include a copy of the signed allegation and shall invite the person named to respond to the allegation. Where the person named is a member of a bargaining unit, a copy of the signed allegation shall be sent at the same time to the appropriate bargaining agent, and the person named shall be informed that they may elect to be accompanied by the bargaining agent or any other willing person of their choosing in any of these procedures.

Within 30 days of the receipt of the formal complaint the Vice President Research and Innovation shall appoint an investigation committee with the authority to decide whether a breach occurred. The investigation committee shall include at least (2) members who have the necessary expertise in the research discipline involved and who are without conflict of interest, whether real or apparent; and at least one external member who has no current affiliation with Trent University (Framework 4.3.4c) or any party associated

with the matter. The requirement for an external member is to provide the respondent, the complainant, and Trent University with an unbiased, objective perspective in the review of the allegation. An external member can also provide the necessary expertise. In order to respect the confidentiality of the process, all members of an investigation committee must sign privacy and confidentiality agreements prior to serving on investigation committees, unless serving on investigation committees is already part of their responsibilities. The Vice President Research and Innovation will appoint a Chair from among the investigation committee members. The investigation committee will carry out a detailed examination of the facts relevant to the allegation. The investigation committee will have access to all relevant documentation and will conduct interviews with (at a minimum) the complainant and the respondent. The investigation committee shall ensure that the person named in the allegation is allowed to know any evidence and has ample opportunity to respond to that evidence. The investigation committee will complete its investigation as quickly as possible, normally within 90 days of being appointed. The proceedings will be confidential. The report will contain a conclusion reached by the investigation committee about whether the allegation had been substantiated.

The parties may extend the timelines with mutual consent. A copy of the report shall be sent at the same time to the person named in the allegation and to the appropriate bargaining agent if the person is a member of a bargaining unit.

If, after reviewing all appropriate evidence including the report, the Provost holds that clear and convincing evidence of scholarly misconduct (as provided by section II) is not found, the Provost shall so inform, in writing, the person named in the allegation, and the University shall take reasonable steps to protect and/or restore the reputation(s) and credibility of the person named and of any other person(s) wrongfully implicated during the procedures.

If after reviewing all appropriate evidence including the report the Provost holds that there is clear and convincing evidence of scholarly misconduct (as provided by section II), the Provost shall initiate the discipline process according to the applicable collective agreement or in the case of individuals not represented by a bargaining agent, the Vice President Research and Innovation shall determine appropriate sanctions.

If the University decides after formal investigation not to proceed against the person named in the allegation, or if an arbitration decides in favour of the person, the University shall remove all documentation relating to the allegation from the person's personnel files or other equivalent files and, except for arbitration reports which shall be retained, shall at the discretion of that person destroy the documentation or transfer it to that person. The removal of documentation from a person's personnel file or other equivalent file does not prevent the University from meeting its reporting obligations as described in Section VI. Reporting Requirements.

No person who honestly and in good faith makes an allegation or gives evidence in accordance with this policy will be subject to reprisal. An

individual making allegations or giving evidence recklessly, maliciously or in bad faith shall be subject to disciplinary action under the relevant collective agreement, where applicable, or to sanctions determined by the Vice President Research and Innovation.

This policy, insofar as it affects members of the Trent University Faculty Association bargaining unit, is extended by Article XII.7 Scholarly Misconduct of the Collective Agreement between the Board of Governors on behalf of Trent University and the Trent University Faculty Association.

VI. Reporting Requirements

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

The report should not include:

- information that is not related specifically to Agency funding and policies; or
 - personal information about the researcher, or any other person, that is not material to the Institution's findings and its report to the SRCR.
- d. Trent University should submit Inquiry letters to the SRCR within two months of receipt of an allegation by the University. If an investigation was warranted, the institution will have an additional five months following the end of the inquiry to conduct an investigation and submit a report to the SRCR. Trent University has a total of seven months from the date of receipt of an allegation that results in an investigation to report to the SRCR. These timelines may be extended in consultation with the SRCR if circumstances warrant, and with periodic updates provided to the SRCR until the investigation is complete. The frequency of the periodic updates will be determined jointly by the SRCR and Trent University.

- e. The University and the researcher may not enter into confidentiality agreements or other agreements related to an inquiry or investigation that prevent the Institution from reporting to the Agencies through the SRCR.
- f. In cases where the source of funding is unclear, the SRCR reserves the right to request information and reports from the Institution.

Trent University is responsible for communicating this policy on responsible conduct of research within the University and posting annually on the web site information on confirmed findings of breaches of the policy (e.g. the number and general nature of the breaches), subject to applicable laws, including the privacy laws.

Trent University will report annually to the SRCR on the total number of allegations received involving Agency funds, the number of confirmed breaches and the nature of those breaches, subject to applicable laws, including privacy laws.

VII. At all times, the University shall take reasonable steps to protect the funds of any external granting/contracting agencies involved.

VIII. Where it is the Agency that initiates an investigation, the University will provide the Council with a comprehensive report of the process and findings.

Approved on June 23, 2020.

Appendix C: Discrimination and Harassment Policy

Part I. Discrimination & Harassment Policy

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1. The Ontario Human Rights Code (“The Code”)

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

2. Trent’s Commitment

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

3. Protected Grounds

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

through jurisprudence:

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

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

4. Coverage

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

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

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

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

Incidents occurring off campus or through electronic means outside the University

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

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

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

5. Academic Freedom

Academic freedom is a fundamental tenet of University life and is a condition of employment expressly extended to academic employee groups pursuant to the terms of their respective collective agreements. Academic freedom includes the right to question and challenge traditional norms, and the freedom to define research questions, to pursue answers to those questions by way of unrestricted but proper investigative techniques and to disseminate the knowledge gained to students, academic colleagues and society as a whole. Academic freedom does not require neutrality on the part of the individual. Rather, academic freedom makes commitment possible. Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge. The exercise of academic freedom may challenge and/or offend the ideas, sensibilities and beliefs of others. However, academic freedom does not confer immunity from the terms of this Policy.

6. No Limitation on Collective Agreement

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

7. Definitions

7.1 Discrimination (General)

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

7.2 Constructive Discrimination

Where a requirement, qualification or factor exists that is not discrimination on a prohibited ground but that results in the exclusion, restriction or preference of a group of persons who are identified by a prohibited ground of discrimination except

where the requirement, qualification or factor is reasonable and bona fide in the circumstances.

7.3 Systemic Discrimination

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

7.4 Harassment (General)

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

7.5 Sexual Harassment

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

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

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

8. Reprisal

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

9. Frivolous or Vexatious Complaints

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

10. Prevention, Education and Awareness

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

- employment equity;

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

Trent University will promote awareness of this Policy by:

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

11. Resolution Procedures

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

12. Roles and Responsibilities

All members of the Trent University community are expected to refrain from any form of harassment and discrimination, and co-operate in any resolution procedure if necessary. Exception: Students have the right not to participate in any investigation into sexual violence. Persons in positions of authority have the additional responsibility to respond to allegations of discrimination or harassment in an appropriate and timely manner, consistent with this Policy.

13. Review of Policy

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

Part II. Resolution Procedures

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1. Complaints and Resolutions Process

1.1 General Procedures

It is the University's intention that complaints related to protected grounds will be resolved in a respectful and timely manner. However, where a situation cannot be resolved by speaking with the relevant party(ies), the objective of resolution procedures is to provide a mechanism to allow human rights issues to be brought to the attention of the University and addressed. The following resolution processes are available to members of the University community who initiate human rights complaint(s):

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

1.2 Relevant Parties to a Complaint

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

1.3 Early Communication Encouraged

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

1.4 Exceptions

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

1.5 Resolution Options

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

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

2. Centre for Human Rights, Equity and Accessibility

2.1 Role in the Complaints Process

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

The Human Rights Advisor is charged with:

- Helping the parties understand and access the Policy and Procedures.

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

2.2 Confidentiality

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

3. Timing for Filing a complaint

3.1 Deadline to file a complaint

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

3.2 Exception

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

4. Representation

4.1 Supportive Persons

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

4.2 Bargaining Agent Notification and Representation

A complainant or respondent who is a member of a collective bargaining unit is encouraged to consult with their bargaining agent about a complaint. If an investigation has not yet been initiated, the bargaining agent shall accompany the member in any meetings or related proceedings under this policy unless the member requests otherwise. If an investigation has been initiated, the bargaining agent shall accompany the member in any meetings or related proceedings under this policy.

Where a respondent is a member of a bargaining unit, the union shall be notified that a

complaint has been filed against the member. The notice shall not contain any details other than the date of the complaint, and the respondent's identity. The respondent will be advised of their right to have all information related to the complaint shared with their union and to seek assistance and counsel respecting their rights under their respective collective agreement(s).

Where a respondent is a member of a bargaining unit, the Human Rights Advisor shall provide the bargaining agent with notice when a complaint is filed, and shall provide the bargaining agent with a copy of the investigation report when it is distributed.

4.3 Use of Independent Legal Counsel

A complainant or respondent may choose to seek independent counsel or advice at their own expense. Legal counsel (for non-unionized employees) may attend meetings as supportive persons but cannot act as legal representatives.

5. Other Issues in the Complaints Process

5.1 Multiple Complaints

Two or more complaints alleging a violation of the Policy by the same respondent, or having facts in common, may be dealt with in the same proceeding, at the discretion of the decision-maker.

5.2 Interim Measures

In instances where, in the opinion of the decision-maker, there is clear and convincing evidence of a threat to personal health and safety, or to the ability to carry out duties and responsibilities, the University will separate the complainant(s) and respondent(s) in order to stabilize the situation before a resolution procedure is initiated and/or concluded. Where such measures are taken, a timeframe for review of the interim measures will be established and communicated to the complainant(s) and respondent(s) and, in such cases, where either the respondent(s) or the complainant(s) is a member of a bargaining unit, their respective bargaining agent shall be advised of the action taken. Any interim measure taken shall be in accordance with the applicable collective agreements.

5.3 Reprisal (General)

Every individual has the right to file a complaint of discrimination or harassment, and to participate in any role under the Policy and Procedures, without fear of retaliation or reprisal. Retaliation or reprisals will be treated as a form of harassment and/or discrimination.

5.4 Frivolous or Vexatious Complaints

The University retains the right not to proceed where there is sufficient evidence that a complaint is frivolous or vexatious. Such a finding is made by the relevant Vice-President further to a concern being raised by a respondent or the Human Rights Advisor or by a person serving as a mediator or investigator. Where a finding is made that a complaint is frivolous or vexatious, the University may impose sanctions and remedies that it deems appropriate provided that where the complainant is represented by a bargaining agent, such discipline shall be imposed in a manner

which is in accordance with the provisions of the applicable collective agreement.

5.5 Alternative Proceedings

The University encourages the internal resolution of complaints, and therefore encourages complainants to make use of the Policy and Procedures whenever it is possible to do so. However, the Policy and Procedures in no way preclude any complainant(s) or respondent(s) from utilizing alternative options (e.g., Human Rights Tribunal of Ontario, civil lawsuit, grievance), subject to 10.2. For further clarity, nothing in this Policy or Procedures shall limit the rights of any party under any collective agreement.

5.6 Withdrawal

The complainant(s) retains the right to withdraw a complaint at any time during the process up to and including the conclusion of the formal appeal process. Upon written notification of withdrawal or alternative proceedings, a resolution procedure under the Policy and Procedures shall cease, subject to the University's responsibility for due diligence and any investigation of frivolous or vexatious complaints.

5.7 Due Diligence

On receiving a complaint of discrimination or harassment, a person in a position of authority is required to take appropriate and timely action in order to address the situation consistent with the Policy and Procedures. Information disclosed to University counselors, doctors or any position covered by the Personal Health Information Protection Act ("the PHIPA") is privileged and will not be disclosed except as required or permitted by the PHIPA.

5.8 Constructive/Systemic Discrimination/Issues of Public Interest

In the event that a University policy, procedure or practice is the subject of a complaint of constructive or systemic discrimination, the complaint will be brought to the attention, in writing, of the university administrator who is responsible for that policy, procedure or practice. The university administrator will engage in discussion, research, an informal process or formal investigation, as appropriate, following the principles of and considering the timelines in the Procedures. It is recognized that any policy and procedural changes will require extended time for consultation and approval.

6. Initiating a Complaint

6.1 Responsibilities of the Parties

Each party to a complaint is advised to keep written notes about the events at issue, as well as maintain any relevant documentation. Parties are responsible for knowing and understanding the Policy and Procedures.

6.2 Complaint to be Made in Writing

A complaint shall be made in writing and must include all of the following details:

- What happened – a description of the events or situation
- When it happened – dates and times of the events or incidents
- Where it happened
- Names of witnesses, if any

- Remedy(ies) sought

In addition to making a written complaint, the complainant will be expected to attend meetings with the Human Rights Advisor and/or external consultant or university representative(s) who are responsible for informal resolution, or fact-finding/investigative processes, and to provide any required additional information. This is not a requirement for students reporting sexual violence.

7. Complaint Process

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

Upon receipt of a written complaint, the Human Rights Advisor shall determine whether the complaint appears, on the face of it, to be within the scope of the Policy.

7.2 Notification to Respondent

Having determined that a complaint appears to be within the scope of the Policy, the Human Rights Advisor will provide a copy of the written complaint to the respondent and where applicable, to their union.

8. Informal Resolution

8.1 Request for Informal Resolution

Any member of the university community may request assistance from the Human Rights Advisor to reach an informal resolution of a complaint. Informal Resolution is a voluntary option that is intended to help parties settle disputes on mutually agreeable terms. In some cases, complainants may be advised that their concerns can, should or need to be brought to the attention of some other official of the University for proper and full resolution.

8.2 Willingness to Participate

Where the Human Rights Advisor believes there is a possibility of reaching an informal resolution, of a complaint or where at least one of the parties requests that such efforts be made, the Human Rights Advisor shall contact the other party(ies) to determine their willingness to participate in a voluntary process to help the parties settle the dispute on mutually agreeable terms.

8.3 Facilitating Agreement

Where an informal resolution process has been initiated, the Human Rights Advisor shall make a good faith effort, through the use of any viable technique (e.g., discussion, consultation, conciliation, mediation) directly and/or in securing an independent mediator, to facilitate a mutually acceptable agreement.

8.4 Appointment of an Independent Mediator

In some cases, including where a party so requests, informal resolution may involve the retention of another person trained in mediation internal or external to the University. The Human Rights Advisor may recommend the appointment of an independent mediator in instances where the Advisor has identified a possible conflict of interest.

8.5 Withdrawal from Informal Resolution

Because the informal resolution process is voluntary, any party may withdraw at any time from the process by providing written notice to the Human Rights Advisor

8.6 Three Weeks to Conclude Informal Resolution

Resolving the complaint through informal resolution shall normally be completed within three (3) weeks of all parties' agreement to participate.

8.7 Extension of Time

In exceptional and compelling circumstances the timeframe may be extended at the discretion of the Human Rights Advisor where to do so is likely to result in an agreement. If the Human Rights Advisor determines there is no reasonable prospect to reach agreement, the Advisor will notify the parties in writing to conclude the process.

8.8 Confidentiality of Informal Resolution Process

In order to support the chances of successful resolution, except where disclosure is required by law, any and all information that is created and maintained by the Human Rights Advisor/Independent Mediator during the informal resolution process is to remain confidential to the mediation process and may not be introduced in the formal process. Sanctions may not be implemented other than through the formal resolution process unless the sanctions form part of a mutually agreeable, voluntary settlement.

8.9 Informal Process and Investigation

No person having conducted the informal mediation process shall be appointed as the investigator of the complaint in question.

9. Formal Investigation

9.1 Referral by Centre for Human Rights, Equity and Accessibility

Where informal resolution is not successful or suitable, or where a party does not wish to participate in an informal resolution process, the Human Rights Advisor will refer the complaint to:

- the Vice-President of the respondent's division if the respondent is an employee;
- the Vice-President Academic if the respondent is a student.

A complaint against a Vice-President will be filed with the President. A complaint against the President or a Governor will be filed with the Chair of the Board of Governors. A complaint against the Chair of the Board of Governors will be filed with the Vice-Chair. In such cases, subsequent references to "Vice-President" will be substituted accordingly.

9.2 Situations Involving Multiple Respondents

In situations involving multiple respondents, the Vice-Presidents will determine who will oversee the investigation process based on the substance of the complaint. This responsibility may be delegated, in which case references to "Vice-President" in this

section will refer to the delegate.

9.3 Investigation Procedure

An investigation will proceed as follows:

1. The relevant Vice-President and Human Rights Advisor will meet with the respondent(s), bargaining agent representative(s), as applicable, and supportive person chosen by the respondent(s) to review the process and provide a copy of the written complaint if it has not already been provided.
2. The respondent will have ten (10) working days to provide a written response, a copy of which will be provided to the complainant.
3. The Human Rights Advisor may be responsible for the conduct of the investigation. Where the Human Rights Advisor is not available, or where the Advisor has conducted an informal mediation process, or where the Advisor has identified a conflict of interest, the relevant Vice-President, in consultation with the University Secretary, will appoint an investigator, who may be external to the Trent community, who possesses expertise in the following areas:
 - human rights issues and principles;
 - the requirements of the Ontario Human Rights Code;
 - methods for conducting effective human rights investigations.

9.4 Submissions to the Investigator

The investigator will be provided with a copy of the complaint, written response, and the Policy and Procedures.

9.5 Centre for Human Rights, Equity and Accessibility Availability

The Human Rights Advisor will be available to any external investigator, the relevant Vice-President, complainant(s) and respondent(s) to advise on the Policy and Procedures as necessary.

9.6 Extent of Investigator's Scope

The investigation will be limited to the jurisdiction of the Policy and normally to the complaint that has been filed. The investigator will meet with the complainant(s) and respondent(s) separately to obtain information relevant to the investigation. The respondent(s) will be given a full and fair opportunity to respond to the complaint. The investigator will determine whether and which witnesses will be interviewed, and may request the production of documents that may be relevant to the investigation. Both the complainant(s) and the respondent(s) have the responsibility to provide information as accurately and promptly as possible. The investigator may refer the complaint back to informal resolution with the agreement of the parties if it appears that informal resolution is possible.

9.7 Time for Completion of Investigation

The investigator will make every effort to complete the investigation within thirty (30) working days of being in receipt of the complaint and written response but failure to do so shall not invalidate the process.

9.8 Investigator's Report

At the conclusion of the investigation, the investigator will write a report outlining the findings which may also include an overview of human rights principles. The investigator will provide a copy of the report, on a confidential basis, to the complainant(s) and the respondent(s), and the respondent(s)'s bargaining agent (if applicable), the relevant Vice-President and the Human Rights Advisor (if applicable).

9.9 Investigator's Notes Maintained in Centre for Human Rights, Equity and Accessibility

The investigator's notes and transcripts (if applicable) will be maintained in the Centre for Human Rights, Equity and Accessibility in a secure and confidential file in accordance with the requirements of these Procedures.

9.10 Vice-President's Review and Decision

The relevant Vice-President will review the report and decide on the complaint. If the complaint is found to be substantiated, or was found to be frivolous or vexatious, the Vice-President will determine appropriate remedies/sanctions, if applicable. For unionized employees, any disciplinary action will be undertaken in accordance with the applicable collective agreement provisions and will be imposed in accordance with the procedural requirements of the collective agreement, and all rights thereunder shall be preserved.

The Vice-President's decision will be communicated in separate letters to the complainant(s) and respondent(s) and, where the respondent is a union member, to the party's union. In cases of sexual violence, where the complainant is a Trent University employee, the Vice-President will also inform the complainant of any corrective action that has been, or will be, taken as a result of the investigation.

9.11 Extension of Timelines

Timelines may be extended in good faith by the relevant Vice-President, and such extension will be communicated in writing to the complainant(s), respondent(s), bargaining agent(s) as applicable, investigator, and the Human Rights Advisor.

10. Limited appeal of Outcome of Investigation

10.1 Appeal on Grounds of Procedural Error or New Evidence

Either the complainant(s) or respondent(s) may appeal the outcome of an investigation on the grounds of procedural error or that significant new evidence has become known after the final report but before the expiry of the appeal period. Appeals must be submitted in writing, within ten (10) working days of receiving the decision, to the Human Rights Advisor. The Human Rights Advisor will refer the appeal to another Vice-President (i.e. not the decision-maker) on the basis of availability. Where the respondent was a Vice-President or President, the appeal will be referred to the Chair or Vice-Chair of the Board of Governors which is substituted accordingly.

10.2 Review of Appeal

The Vice-President receiving the referral will review the appeal submission, the investigation report and the decision, and will issue a decision on the appeal within

fifteen (15) working days of receipt.

10.3 Extension of Timelines

Timelines under this appeal procedure may be extended in good faith by the Vice-President receiving the referral, and such extension will be communicated in writing to the appellant(s), all other parties to the complaint, and the Centre for Human Rights, Equity and Accessibility.

11. Human Rights Code/Grievances

11.1 No Bar to Exercise of Rights Outside the Policy

The University encourages the internal resolution of complaints, and therefore encourages complainants to make use of the complaint procedure whenever it is possible to do so. However, the provisions of this Policy and Procedures in no way affect the right of any person to exercise rights under the Code, or grievance procedures for unionized employees within the time limits specified by each.

11.2 Cessation of Policy Resolution Process

Upon written notification of a grievance or HRTO proceedings, a resolution procedure under this Policy will stop subject to the University's responsibility for due diligence, having regard for its responsibility to respond appropriately to allegations of discrimination and harassment, police involvement (if any) and any other considerations applicable to the circumstances, unless the relevant bargaining agent has filed a formal request to hold the grievance in abeyance consistent with the relevant collective agreement.

12. Remedies and Sanctions

12.1 Remedies

Remedies are intended to restore individuals to the position they would have experienced had the discrimination or harassment not occurred. Examples include but are not limited to an apology, reinstatement, compensation for actual losses, provision of services, and adjustment of fees. The intention of the Policy is restorative and educative.

12.2 Sanctions

Where necessary, sanctions are intended to ensure it is understood that violations of the Policy and the Ontario Human Rights Code are taken seriously. Examples include but are not limited to verbal or written warning, loss of privileges, suspension, demotion, and expulsion (students) or dismissal (employees).

For unionized employees, any disciplinary action will be consistent with collective agreement provisions and will be imposed in accordance with procedural requirements of the collective agreement and all rights thereunder shall be preserved.

12.3 Criteria Considered

The following criteria will be considered to determine the appropriate level of remedy or sanction:

- seriousness/severity of the incident(s);
- reliability of the evidence;
- remedies sought by the complainant;
- any documented history of substantiated and related history on the part of the respondent(s), or on the part of the complainant(s) in the case of frivolous or vexatious complaints, provided such documentation has been maintained in accordance with relevant collective agreements.

13. Records

13.1 Time for Retaining Records

All records shall remain secure and confidential files are to be maintained in the Centre for Human Rights, Equity and Accessibility for:

- two (2) years beyond April 30 for confidential advice that concludes between May 1 and April 30 each year, after which time the contents will be destroyed;
- seven (7) years beyond April 30 for formal investigation proceedings that conclude between May 1 and April 30 each year, after which time the contents will be destroyed.

Where a complaint has not been substantiated no reference will be placed in any personnel or student file.

Where a formal investigation results in sanctions for an employee or student beyond a verbal warning/reprimand, documentation will be placed in the personnel or student file.

In the case of unionized employees, all records shall be kept in a manner and for a time period which is in accordance with the provisions of the collective agreement.

13.2 Use of Non-identifiable Statistical Information

Non-identifiable statistical information on the number, nature and type of complaints will be reported annually by the Centre for Human Rights, Equity and Accessibility to the Presidential Advisory Committee on Human Rights, Equity & Accessibility (PACHREA), the Board of Governors and the University community at large.

Appendix D: Memorandum of Understanding Re: Progress Through the Ranks

The Memorandum of Understanding dated March 15, 1979 and signed by T.E.W. Nind and J. Fekete shall continue to have whatever status it had on June 30, 1996.

Dated at Toronto this 2nd day of December, 1996.

Appendix E: Letter of Understanding Re: Off-Campus and Spring and Summer Session Teaching

The Collective Agreement currently provides that bargaining unit members cannot be required to teach Off-Campus, but may do so on a voluntary basis. Further, subject to the limitation described at IV.11.4, tenured and tenure-track faculty cannot be required to teach Spring and Summer Session courses, but may do so on a voluntary basis.

Appendix F: Memorandum of Agreement Re: Notification of Retirement

In order to facilitate planning in departments, members who intend to retire should notify the Dean, in writing, with a copy to the Provost, at least six months in advance of their anticipated retirement date.

Such notification may only be revoked by written agreement of the department, and Provost.

Appendix G: Letter of Understanding Re: Custody and Control of Records and Data

The parties recognize that the University has a responsibility to maintain the security and integrity of records and data originating from, stored on, or transmitted by university equipment. On this basis, TUFA understands that the University may develop and revise policy (or policies) to protect records and data. Any such policy will adhere to I.3.3 of the TUFA Collective Agreement.

The University values employee privacy and recognizes that the use of any electronic monitoring tools, and any data collected through the use of such tools, for employment-related purposes is subject to any rights an employee may otherwise have per their employment contract, collective agreement or otherwise at law. The University may, when circumstances warrant, use data collected from active or passive electronic monitoring tools for employment-related purposes such as investigating employee performance, behaviour, or conduct. The employer shall not be unreasonable in collecting or using such data and recognizes that members have protections under I.2.3 Academic Freedom.

Should information obtained through electronic surveillance, including both active and passive electronic monitoring be introduced in proceeding against a member of the data, its relevance, and the manner of collection will be disclosed to the Association in advance of its introduction in the proceedings.

Signed at Peterborough on this 30th day of November, 2022.

Appendix H: Letter of Understanding Re: OLRB Certificate

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

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

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

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

Appendix I: Salary Placement for Faculty

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

The Guidelines will be shared with Joint Committee for information.

The Guidelines will be consistent with the following principles:

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

The Guidelines will be consistent with the following practices:

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

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

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

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

Signed by the parties on 30th day of September, 2016.

Update:

The parties recognize that differing career patterns may be more common among members of underrepresented groups and that this should be taken into account in assessing the experiences and qualifications of members of these groups for purposes of initial salary placement.

Signed by the parties on 11th day of November, 2022.

Appendix J: Academic Advising

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

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

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

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

Signed at Peterborough on this 18th day of October 2016.

Appendix K: Trent Online Course Development Agreement

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

Signed by the parties on the 22nd day of September, 2016

Update:

The parties agree that the agreements referred to in Appendix U shall be replaced by *The Trent Online Course Development and Redevelopment Agreement* dated August 13, 2020.

Appendix L: Externally-Funded Academic Appointments

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

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

Appendix M: Overload Teaching in Professional Programs

Notwithstanding other restrictions on overload teaching, members who agree to teach a course in a new Professional Graduate program or in an existing program as listed below, in addition to their regular teaching load, may have graduate level courses included in their teaching allocation as part of the departmental staffing plan, or may receive an overload teaching stipend or credit for the course as described at VIII.6.3. Members shall not be required by the University to teach a professional graduate program course on overload.

List of Professional Graduate Programs as of ratification of this agreement:

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

Appendix N: LOU Re School of Graduate Studies

WHEREAS the parties agree that the University shall appoint a qualified external reviewer to conduct a review of the organizational and funding model of the School of Graduate Studies.

The reviewer will be asked to:

1. Advise on the organizational and funding model of Trent's School of Graduate Studies.
2. Follow up on the recommendations of the External Review of Research, Trent University, dated March 2020, that "the Dean of Graduate Studies, the VPRI, and the Provost should explore mechanisms to ensure their portfolios collaborate more. Issues such as teaching release, graduate student funding, foreign graduate students, and allocation of CRCs [as] areas where more collaboration may be beneficial."
3. Make recommendations relating to the improvement of the University's ongoing support for the Professional Graduate Programs to determine the appropriate staffing levels and type of appointments.

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

The Provost shall provide the Association with a summary of the recommendations from the review by 15 January 2025.

Dated at the City of Peterborough this 9th day of December, 2022.

Appendix O: Review of Administrative Processes Involving Chairs

Whereas the parties recognize the importance of efficiency in the administration of academic programs;

Therefore, the parties agree to appoint a committee consisting of four current or recent Chairs agreed upon by the parties, a manager of a Dean's office, and two Deans to identify ways to streamline processes and improve the efficiency of the work and workflow involved in the administration of academic departments.

In conducting its review, the committee shall consider work and processes involving Chairs with the support of administrative staff within the Departments and/or Deans' Offices with a focus on work and processes completed by all academic units in parallel.

The committee shall be co-chaired by a TUFA member and a Dean, and shall be struck within 30 days of the ratification of this agreement.

The committee shall consult with the decanal councils to assist in the identification of opportunities for improvements.

The committee will report on its recommendations to Joint Committee within 6 months of the ratification of this agreement.

Dated at the City of Peterborough this 9th day of December, 2022.

Appendix P: Expanding the Intellectual Property and Copyright Committee

Whereas the Ontario Provincial Government recently issued new requirements with respect to the development and content of University policy relating to External Research, Consultations, Analytic services and Commercialization that may require amendments to the current Collective Agreement; and,

Whereas the parties agree that Article IX could be better structured for clarity; and,

Whereas Article IX.2 establishes a Joint Intellectual Property and Copyright Committee (JIPCC) responsible inter alia to “consider proposals and modifications or changes in the intellectual property and copyright Articles of this Collective Agreement; and,

Whereas the tasks of developing suitable IP policies and revising Article IX could be facilitated by expanding the JIPCC;

Now, therefore, the parties agree that for the life of the current collective agreement and for the purposes described above:

The parties may each assign up to three additional members to the Committee, including one non-voting staff members for each side.

Any recommendations impacting the terms and conditions of employment of members coming from this Committee shall be forwarded to Joint Committee in advance of the next round of Collective Bargaining.

Dated at the City of Peterborough this 22nd day of November, 2022.

Appendix Q: Durham Members

For departments with operations on both the Peterborough campus and the Durham campus, a primary campus and secondary campus will be designated by the University, with the primary campus normally having greater than 50% of the TUFA membership designating that as their home campus. On departmental matters, Chairs will report to the appropriate Dean at their primary campus. Chairs will also consult with the appropriate Dean at the secondary campus on matters which impact the budget or operations on that campus. For clarification, nothing herein is intended to limit the eligibility of any member to serve as the Chair of a department regardless of the campus to which they are appointed.

Members will have their home campus identified in their letter of appointment. They will report to the Dean of their home campus. For clarity, current Durham appointees will report to the Dean and Head of Trent University Durham. For collegial personnel processes, the member's applications will be considered by the department regardless of campus, with the department's recommendations being forwarded to each member's reporting Dean.

The Employer commits to review collegial structures and processes to ensure adequate engagement and involvement of Durham-based members and programs in collegial decision-making.

Signed on this 24th Day of November, 2022 in Peterborough Ontario.

Appendix R: Conversion of Limited Term Appointments to Teaching Intensive Positions

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

Now, therefore, the parties agree to the following:

1. The parties will identify all members currently holding limited term appointments who will have reached 60 months of continuous service on or before September 1, 2023.
2. Such members shall be offered a probationary Teaching Intensive appointment with reappointment in the third year, and consideration for tenure in the fifth year subject to IV.3. Such probationary appointments will have an effective date of July 1, 2023. In assessing these members for tenure, candidates must be judged to have demonstrated high quality in teaching and satisfactory progression towards high quality research.
3. The parties agree to explore the feasibility of a continuing limited term appointment, in advance of the next round of bargaining.

Dated at the City of Peterborough on this 9th day of December, 2022.

Appendix S: Letter of Understanding Parity

Whereas, the parties understand and value the contributions of TUFA members and the need for fair compensation based on a transparent process; and,

Whereas, the current system may not be addressing disparity consistently across the ranks; and,

Whereas, the parties have a collective interest to ensure the financial sustainability of the University and multi-year budget planning; and,

Whereas, at the time of signing the Ontario Superior Court had struck down Ontario's compensation restraint act (formerly known as Bill 124) introducing significant uncertainty with regard to redress and future compensation among the salary comparators; and,

Whereas, in this context, the current parity formula is unpredictable and compromises stable long term planning as it is: calculated on an annual basis; contingent on the availability of relevant and timely data; currently not based on consistent interpretation of such data and the formula; and dependent on the experience of comparator institutions.

Now, therefore, the parties agree:

1. For the duration of the current collective agreement, to suspend the parity formula as outlined in schedule AA and provide negotiated wage increases to the salaries of all members of the bargaining unit, with the salary scales in Schedule A of the Collective Agreement amended as outlined below:

Effective January 1, 2023: 1.75%

Effective July 1, 2023: 3%

Effective July 1, 2024: 3%

2. Within six months of the signing of this agreement, the parties will form a working committee, to review schedule AA, to determine consistent interpretation of the data and to determine a compensation framework to be taken into consideration during the next round of collective bargaining.

Appendix T: Employment Equity Training

With regard to the program of training described at I.2.7.4, the parties agree to the following:

1. Until such a time as Trent-specific modules are prepared for member use, the training described in I.2.7.4 shall include Equity training modules developed by Tri-Agency:
 - a. Unconscious Bias Training video;
 - b. Best practices guide for Recruitment, Hiring, and Retention.
2. The University may elect to use the above training sessions on a continuing basis.
3. When and if developed, Trent-specific training modules shall be shared with Joint Committee for feedback prior to implementation; and
4. Joint Committee shall be advised prior to the University making any substantive revisions to an approved training module.

Appendix U: Joint Committee – Subcommittee on Benefits Amendments

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.

Appendix V: letter of understanding re: supplemental/aggregate retirement arrangement [SRA/ARA] and the fifth framework agreement 2016-2019

Whereas, the parties have reached a Memorandum of Agreement [MOA] regarding the transition of the 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 2016-2019 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 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; 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 be subject to review by the subcommittee 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.

Dated at the City of Peterborough on this 1st day of November, 2019

Appendix W: 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 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 YMPE³; and
 - 11.5% on pensionable salary above the YMPE.

³ Year's Maximum Pensionable Earnings under the Canada Pension Plan

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 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 1st day of November, 2019.

Appendix X: Verification of Indigenous Identity for Faculty

No later than 30 days following the ratification of this agreement, the University will establish a university committee to be chaired by the Provost and Vice President Academic, and will consist of the Dean of Humanities and Social Sciences, Director of the Chanie Wenjack School for Indigenous Studies, Senior Director, Research and Innovation, The Vice President External Relations and Development, the Vice President Human Resources, a member of the Indigenous Knowledge Keepers Council, two additional indigenous faculty members, a member appointed by TUFA, and administrative support from the Provost's Office, to develop recommendations with regards to Indigenous specific faculty positions. The committee may elect to consult expert advisors as they see fit.

The committee will ensure there is Indigenous community consultation, including, the Indigenous Knowledge Keepers Council, and the Indigenous Education Council, as part of the development of their recommendations.

Outcomes recommended by this committee that may have an impact on the terms and conditions of TUFA members will be brought forward to Joint Committee and must be approved prior to implementation.

Dated at the City of Peterborough on this 4th day of December, 2022.

Appendix Y: Implementation of Recruitment Phase II module: VIP

Whereas the University is committed to collecting, analysing, and reporting data related to equity, diversity, and inclusion; and,

Whereas the parties recognize that the mechanisms outlined at I.2.7.3 could be greatly facilitated by the use of application management software that would be both less labour-intensive and more secure than current practices for managing applications for advertised positions; and

Whereas, the next phase of the current Human Resources Information System implementation is a recruitment module which would include an applicant tracking system.

Therefore, the parties agree that within 60 days of the ratification of this agreement, the parties will meet to review the systems capacity and how it may facilitate the following:

- (a) be secure in the protection of personal information in accordance with all relevant laws and best practices;
- (b) automate the processes of receiving and storing applications for advertised positions;
- (c) automate the process of obtaining demographic information from candidates in a manner suitable for institutional reporting and analysis;
- (d) allow applicants who wish to be considered as a member of one or more of the underrepresented groups identified in I.1 to so indicate; and
- (e) allow members of hiring committees the appropriate access to information for the purposes of identifying and ranking candidates for each advertised position; and

Dated at the City of Peterborough on this 11th day of November, 2022.

Appendix Z: Equity Hiring Initiatives

Whereas, the University is committed to the promotion of equity, diversity, inclusion, and Indigenization, and recognizes the importance of having a diverse community of faculty and librarians, and

Whereas, to begin to address the recommendations outlined in the Anti-Racism Task Force and the Joint Subcommittee on EDI.

The parties agree,

1. That the University will apply the CRC EDI Action plan incremental target setting methodology to assess progress and to establish targets for hiring.
2. To work toward proposed targets by posting all positions as preferring candidates from underrepresented groups for the duration of this Collective Agreement, or until these targets have been met, whichever comes first. To clarify, all qualified candidates will be considered, but in the event the top candidates are considered relatively equal, the candidate in an underrepresented group shall be given priority.
3. That the University may establish positions that are designated for qualified individuals from underrepresented groups.
4. To accelerate progress toward proposed targets and to address departmental equity gaps, the University commits to posting a minimum of 5 (five) designated positions for underrepresented groups to be made at the rank of Associate Professor or Professor within the life of this Agreement.

Dated at the City of Peterborough this 9th day of December, 2022.

THIS COLLECTIVE AGREEMENT

SIGNED AT PETERBOROUGH, ONTARIO

THIS 29th DAY OF MARCH, 2023

For the Board:

Leo Groarke

Stephanie Williams

Mark Skinner

Cheryl Turk

Dana Large

Colleen Dunn

For the Association:

Maira Howes

Susan Wurtele

Michael Epp

Stephanie Rutherford

Maggie Xenopoulos

Byron Stoyles

Marcus Harvey