



THE COLLECTIVE AGREEMENT

between

**THE BOARD OF GOVERNORS
ON BEHALF OF TRENT UNIVERSITY**

and

THE TRENT UNIVERSITY FACULTY ASSOCIATION

July 1, 2002 to June 30, 2005

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CHAPTER I
GENERAL PROVISIONS

I.1

Definitions

"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 as constituted by Senate.

"Dean" means the Dean of the Faculty of Arts and Science or the chief academic administrative officer of any other faculty as may be duly constituted by the Board.

"Department" means the Departments of Ancient History and Classics, Anthropology, Biology, Chemistry, Economics, English Literature, Geography, History, Mathematics, Modern Languages and Literatures, Native Studies, Philosophy, Physics, Political Studies, Psychology and Sociology, and any additional departments as may be duly constituted by the Board.

"Program" means the Programs in Business Administration, Canadian Studies, Computer Science/Studies, Cultural Studies, Environmental and Resource Studies, International Development Studies, Nursing, Women's Studies, the School of Education, and any additional programs as may be duly constituted by the Board.

"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.

"Regular academic session" means the Fall/Winter terms on the Peterborough campus of the University.

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

"Spouse", for the purposes of this Agreement, includes same sex spouse, subject to the same **cohabitation/permanency** requirement as is applied by the group benefits carrier in relation to common law spousal relationships. The definition does not apply where such entitlement is not permitted by statute or regulation. The parties agree that in the event that the Income Tax Act (Canada) is amended to permit registered pension plans to provide survivor pensions to the same sex spouses of members, the Contributory Pension Plan for Permanent Employees of Trent University shall be amended at that time, if required, to ensure that such benefits can be provided thereunder.

"University Librarian" means the chief administrative officer of the Library as appointed by the Board, regardless of the title given to such an officer.

Note: Any reference 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.2.1 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 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 IV.1.1 (i) and IV.1.2 i) of this Agreement, provided that the allocation of such duties and responsibilities in accordance with IV.2.1 and IV.2.2 shall not conflict with principles of academic freedom.

I.2.4 Discrimination and/or 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, reappointment, dismissal, sabbatical leave, fringe benefits, or any other terms and conditions of employment by reason of age (except as required by statute or the retirement provisions of the Trent University Pension Plan), race, language (except where the lack of language competence would clearly prevent the carrying out of the required duties), creed, colour, ancestry, ethnic origin, place of origin (birth place), citizenship, political or religious affiliation or belief, sex, pregnancy, sexual orientation, marital status, family status, number of dependents, clerical or lay status, handicap (except where the handicap 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.

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. Where necessary and as appropriate, in relation to such measures, the parties will work together to achieve "Special Program" status under the Ontario Human Rights Code.

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

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

Nothing in this Article or in Appendix E 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 E 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 E 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 E is intended to limit access to the grievance and arbitration process under the Collective Agreement in connection with discrimination, interference, restriction, or coercion under 1.2.4.1.

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

1.2.4.4 Where a member applying for assistance or making a complaint under Appendix E 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 his/her physical health, safety or security, the member may, upon notification to the Dean/University Librarian, discontinue such contact with the subject of the application or the respondent pending the disposition of the matter under Appendix E 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 Dean/University Librarian may assign other duties as deemed necessary.

1.2.4.5 When the Dean/University Librarian notifies a member that disciplinary sanctions are to be imposed on the member under section 7 of Appendix E, a copy of the written notification shall be sent at the same time to the Association.

1.2.4.6 Notwithstanding any other provisions of Chapter VI of the Collective Agreement:

- (i) Any member who is a complainant or respondent adversely affected by a decision under section 7 of Appendix E may appeal the decision directly to the President within fourteen (14) days. The grounds of the available appeal are that there has been a violation, misinterpretation, improper application or faulty administration of Appendix E, and, in the case of respondent appeals only, that the sanctions imposed are excessive. Within fourteen (14) days of receiving the written appeal, the President shall render a final, written decision, and shall send a copy at the same time to the Association.
- (ii) A grievance arising out of the imposition of a disciplinary sanction under Appendix E must be filed by the Association within forty-two (42) days of receipt of the written notification of disciplinary action under 1.2.4.5. Such a grievance shall be referred directly to arbitration seven (7) days after the date of the grievance. These time limits may be revised by mutual agreement of the parties.
- (iii) In any such grievance the arbitrator(s) shall hear all evidence de novo.

1.2.4.7 Public or official statements by officers of the University concerning an application for assistance or complaint under Appendix E shall be consistent with the substance and/or stage of said application or complaint. Such statements, including statements concerning disciplinary sanctions imposed under Appendix E, shall be made by the

University only on a "need-to-know" basis. However, arbitration reports issued in consequence of actions under Appendix E constitute public documents.

I.2.4.8 If the Dean/University Librarian decides under section 7 of Appendix E 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 E 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 E, 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 Dean's/University Librarian's Office, 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 E. 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 E.

I.2.4.11 The Human Rights Advisor shall compile an annual report about applications for assistance and complaints under Appendix E. This report shall be as full as requirements of confidentiality under Appendix E 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 (Administration and Finance), or designate, authorize the purchase by the University of equipment, supplier or services from a source in which they or their families have a financial, proprietary or other direct interest.

I.2.6 Employment Equity

I.2.6.1 Trent University is committed to employment equity, as evidenced by its participation in the Federal Contractor's Program and approval of a policy on Employment Equity.

The parties are committed to establishing equitable opportunities for employment. The parties also agree to work together through bilateral consultation and negotiations to remove any discriminatory barriers that may exist to the employment of women, aboriginal peoples, people with disabilities, and members of racial minorities in employment areas covered by the Agreement.

I.2.6.2 For all individual faculty and professional librarian competitions for advertised positions, the Personnel Committee shall prepare a statistical report to the Dean or University Librarian (as appropriate), specifying the total number of applicants, and where the information is voluntarily disclosed by the applicants the number and percentage of those who were women, aboriginal people, people with disabilities, and members of racial minorities. The Dean's Office shall then compile these statistical reports, with copies to the Association. Departments/programs may also choose to consolidate this reporting process, by submitting one (1) annual statistical report to the Dean's (Librarian's) Office (copy to the Association). In such cases, the report shall be submitted by **no** later than **June** 30th of each year.

I.2.6.3 Where there are no female applicants for a faculty position, or where the Personnel Committee determines a short-list which does not contain at least forty (**40**) per cent (minimum of two (**2**)) female candidates, the Dean shall be immediately advised. **In** such cases, the Dean may require an extension of the competition deadline, additional advertising, and/or such other measures as are deemed appropriate. In addition and where possible, the Dean may require that at least one (1) female applicant be placed **on** the short-list.

I.2.6.4 Where male and female candidates apply for a faculty position and a male candidate is recommended for appointment, the Personnel Committee shall prepare a report to the Dean which shall set out the details of the selection process, including the number of applicants who are short-listed, and the number and percentage of those who are women. In addition, the report shall formally and specifically address the candidacy of each female applicant who has been short-listed, and shall be submitted to the Dean for review prior to any formal offer of appointment being made.

I.3.1 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 11.6 of this Agreement. The Joint Committee

shall be allowed one (1) month from the date of the request to resolve such issues. The Board may, following due notice to the Association stated in writing, amend, alter, or discontinue existing practices in a reasonable way. Reasonable grounds for altering, amending, or discontinuing existing practices shall include the need of the Board to comply with any of the articles of this Agreement.

I.3.2 Management Rights

The Association recognizes the management function of the Board as defined in section 10 of the Trent University Act, 1962-63, and recognizes the rights, powers, and responsibilities of the Board to manage the University. The Board agrees that it shall exercise these powers in accordance with the provisions of this Agreement.

I.4 Recognition of the Association

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

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

I.5 Waiver or Breach of Provisions

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

I.6.1 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/programs** 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.7.1 **Membership in the Association**

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

I.7.2 **Dues Check-Off**

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

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

I.7.3 **Withdrawal from the Association**

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

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

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 his/her 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.

1.8.1 Provision of Facilities

1.8.1.1 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/programs and at the same rates.

1.8.1.2 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.

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

1.8.2 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 **IV.1.1** (iii) or **IV.1.2** (ii) of this Agreement.

1.8.3 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 **IV.1.1** and/or **IV.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. The **Association** may purchase additional release time with the agreement of the Dean and/or University Librarian. The Dean and/or University Librarian shall not unreasonably withhold such agreement. Such course releases, with the agreement of the Dean, and such purchased release time, may, at the option of the officer, be deferred, or may be used under the provisions of **III.12.3.2**.

1.9 Interpretation

Where in the text of this Agreement reference is made to "days" they shall be interpreted as calendar days, but where reference is to "working days" they shall be interpreted as working days.

CHAPTER 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, 2005.

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.2.1 No Strikes - No Lockouts

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

II.2.2 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 Co-ordinator of Research and Graduate Studies. Where possible, notification of access needs shall be given.

II.3 Copies of the Agreement

Within sixty (60) days of the signing of this Collective Agreement, the Board shall prepare and provide to each member a copy of the Agreement together with any additional material which the parties agree shall be distributed. The Board shall provide at cost to the Association for its own use fifty (50) copies of the Agreement within sixty (60) days of signing. The Board shall routinely provide a copy of the Agreement to members appointed during its life.

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

II.4 Correspondence

All correspondence between the parties arising out of or incidental to this Agreement shall pass between the Associate **Vice-President** of Human Resources (or designate) and the President of the Association (or designate). Where the Agreement specifies notice in writing, the internal postal service of the University shall normally be deemed adequate means of communication.

II.5 Provision of Information

Each party shall provide to the other party documents that by policy or practice are routinely available to members of the University. Requests for further information from the other party shall be made through the Joint Committee, and such further information shall not be unreasonably refused. Where such information relates to named individuals in detail, such details shall be restricted to, and treated confidentially by the parties, officers and designated representatives. Requests for information shall be routed through and/or copied to the Associate Vice-President of Human Resources or the TUFA President, as appropriate.

II.5.1 The University shall annually compile and make available to the Association the following data:

- (a) The total amounts spent on salaries and benefits for the members of the TUFA bargaining unit as available from existing payroll data.
- (b) Aggregate data for health and insurance benefits as currently provided by the carrier.
- (c) Once appropriate databases have been established, the number of courses and the number of student-courses taught by TUFA bargaining unit members.

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.

II.6.2.1 The Joint Committee shall not have the power to alter or amend in any way the terms of this Agreement, and Joint Committee decisions are not binding unless expressed in writing and signed by the authorized representatives of each party on behalf of the Association and of the Board.

II.6.3

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.7

Application of Procedures to Programs

Where departmental procedures are specified in this Agreement, it is understood that they shall also apply to programs.

CHAPTER III

ACADEMIC STAFF AND PROFESSIONAL LIBRARIAN APPOINTMENTS

III.1 Formalities of Appointments

III.1.1

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 Dean. The Dean's recommendation to the President 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, the Dean, 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 Letters of Appointment

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

- (a) rank;
- (b) department or program or library affiliation;
- (c) category of appointment;
- (d) date of commencement of appointment;
- (e) salary;
- (f) term of the appointment in the case of a probationary appointment or limited term appointment;
- (g) a general statement of the regular duties and responsibilities pertaining to the position to which appointment is made;
- (h) 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;
- (i) in the case of probationary appointments, a copy of the written specific standards for the application of the tenure criteria (when these have been adopted - see III.6.4.2); and,
- (j) a copy of this Agreement.

III.2 Ranks

III.2.1 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;
- partially-retired (see Appendix D);
- visiting (see III.3.2.5).

III.2.2 Librarian Ranks

All appointments of librarian members shall be at one of the following ranks: Librarian IV, III, II, I. These ranks may be qualified by the following categories:

- permanent;
- probationary:
- limited term;
- full-time:
- part-time:

- reduced-time;
- partially-retired (see Appendix D);
- visiting (see **III.3.2.5**).

III.3.1 Definitions

III.3.2.1 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 and programs or the library.

III.3.2.2 A part-time appointment is one in which the member's regular duties and responsibilities require some specified proportion of full-time employment.

III.3.2.3 A reduced-time appointment is one held by a tenured/permanent member, in accordance with the terms of **III.3.4**.

III.3.2.4 A partially-retired appointment is one held by a tenured/permanent member, in accordance with the terms of Appendix D to this Agreement.

III.3.2.5 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.3.3 The Position of Part-time Members

III.3.3.1 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.3.3.2 Subject to Article III.3.4.8, other benefits and compensation for part-time members (including entitlements for leave) shall be as follows:

- i) Pensionable service will accrue **on** a pro-rata basis with employee contributions based **on** salary (**e.g.** for a **.5 member** pensionable service would accrue **on** a **.5 basis** and contributions would be based on the half-time salary);
- ii) Life insurance and long term disability insurance will be based **on** the employee's actual salary;
- iii) Health and dental benefits, if the employee is enrolled, will be provided to the employee as if the employee had a Full-time appointment (i.e. no pro-ration);
- iv) Flexible benefits, professional expenses fund, and tuition waiver will be provided to the employee as if the employee had a full-time appointment (i.e. no pro-ration);
- v) EYS's, **as** per Article IV.5.2.2.6;
- vi) Any other leaves pro-rated;
- vii) Legislated benefits - pro-rated.

III.3.3.3 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.3.3.4 Criteria and procedures (except as provided in III.3.3.5 below) for tenure/permanence and promotion shall be the same **for** part-time members as for full-time members.

III.3.3.5 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.3.4 Revision from Full-time to Part-time

III.3.4.1 Members may apply in writing to the Dean of Arts and Science, on a wholly voluntary basis, **to** revise their category of employment from full-time to reduced-time, or from part-time or reduced-time **to** a smaller proportion of full-time which shall not in any case **be** less than **one-half (1/2)**. Such revision shall require the consent of the departmental committee, of the Dean or the University Librarian, and of the President.

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

- III.3.4.2** 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.3.4.3** Each application for reduced-time employment shall be in writing with a copy to the Association.
- III.3.4.4** Reduced-time appointments remain subject to IV.1.1 and IV.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. If the application (**III.3.4.1**) for a reduced-time position is approved, the letter from the President (or designate) 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.1.2.(g)**.
- III.3.4.5** No reduced-time appointment shall take effect until and unless the appointee accepts it and all its terms and conditions in writing.
- III.3.4.6** A copy of each letter of appointment and each letter of acceptance of a reduced-time position shall be sent to the Association.
- III.3.4.7** A member with a reduced-time appointment shall receive EYS credits and sabbatical salary in accordance with IV.5.2.2.
- III.3.4.8** 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.3.3.2**.

III.3.4.9 Late Career Reduction

A request made by a member under III.3.4.1 for revision to a half-time appointment to begin **no** earlier than three (3) years before the member's normal retirement date will include a waiver of the member's right to return to full-time status under III.3.4.2. In such a case, the departmental/program committee will give its consent based on the ability of the department or program to accommodate the requests, and the Dean and President will give their consent based **on** their ability to meet resource needs, including office space and support services. The request for an approved late career reduction must be submitted to the Dean by October 15th of the year prior to the anticipated July 1 start date of the late career reduction. The departmental/program committee, the Dean, or the President may withhold approval for a late career reduction for a period of one academic year. In cases where approval for the request is withheld, it shall be deemed to be granted on the following July 1.

III.3.5 Externally-Funded, Non-Competitive Academic Appointments

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

III.3.5.1 The appointee will be a member of the bargaining unit.

III.3.5.2 The appointment procedures under III.5.3 and III.5.4 are waived.

III.3.5.3 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.

III.3.5.4 The appointment may be with tenure, subject to the provisions of III.6.2.1.

III.3.5.5 The appointee shall be placed at a salary step determined by the Dean and consistent with the provisions of this Agreement.

III.3.5.6 The duties of the appointee may be modified **by** the Dean in accordance with the requirements of the funding agency. Any such modifications will be reported **to** the Joint Committee.

III.3.5.7 Where an appointment involves special commitments in relation to capital costs and/or special support for teaching, research or administration, the University will notify the Association of such commitments.

III.4 Duration of Appointment

III.4.2 Definition

Appointment shall include tenured, *probationary*, and limited term.

III.4.2.1 A tenured appointment is an appointment which may be terminated only through resignation, retirement, dismissal for cause, or the procedures set out in Chapter VII.

III.4.2.2 A probationary appointment is one which is made initially for a three-year term, and which may be extended for a further two-year term. A probationary appointment entitles a faculty member to be considered for a tenured appointment in accordance with the provisions of this Agreement.

III.4.2.3 Limited term appointments shall be of one of the following types:

- i) a fixed term of one (1) year or less;
- ii) a fixed term of two (2) or three (3) years: or,
- iii) in special cases, a fixed term of four (4) or five (5) years.

Term appointments of **less** than one year would normally be for six (6) months, except where warranted by exceptional or unusual circumstances. Such circumstances include, but are not limited to, maternity leave and sick leave replacement, and consolidations of previously approved part-time stipendiary positions.

III.4.2.3.1 At the discretion of the department/program, course stipendiary allocations may be consolidated into limited term appointments according to the schedule below. The University will encourage departments/programs in the making of such consolidations.

| <u>Number of Stipendiary Allocations</u> | <u>Length of Consolidated Limited Term Appt.</u> |
|--|--|
| 4.0 | 8 month |
| 4.5 | 9 month |
| 5.0 | 10 month |
| 5.5 | 11 month |
| 6.0 | 12 month |

III.4.2.3.2 The planned inclusion and advertisement of a summer or off-campus course in a consolidated bargaining unit position shall follow after the deadlines in III.12.1(a)iii.

III.4.2.3.3 No limited term appointment shall carry any presumption of an additional appointment, and the sum of terms under limited term appointments shall not (save as expressly noted below) exceed three (3) years. A limited term appointment of four (4) or five (5) years may be authorized in unique cases, such as to replace academic administrators for the duration of their term of service outside the scope of the bargaining unit, or to assist in the staffing of specific academic programs, where directed program funding is in place for a specified and finite period of time. In each instance of a four (4) or five (5) year limited term appointment, the member shall be specifically advised in the appointment letter of the eight-year maximum period of combined limited term/probationary service (see **III.6.2.4**) and that, if a probationary appointment should follow the limited term appointment, consideration for tenure must take place not later than during the seventh (7th) year of combined limited term and probationary service.

Duties and responsibilities expected of all limited term appointees shall be as set out in Chapter IV,

III.4.3 Appointments for Librarians

A full-time or part-time appointment of a librarian shall be for one of the following terms:

III.4.3.1 Permanent, which is an appointment which may be terminated only through resignation, retirement or dismissal for cause.

III.4.3.2 Probationary, which is an appointment 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.4.3.3 Limited term, which is an appointment for a fixed term of up to but not more than three (3) years.

III.5 Appointment Procedures

III.5.0 Authorization

III.5.0.1 All new or replacement faculty positions require authorization **by** the President or designate. Such authorization shall follow consultation with the Dean who shall consult the department or program.

III.5.0.2 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.5.1 Departmental/Program Committees

III.5.1.1 There shall be a Departmental or Program Committee in each department or program, chaired by the department or program Chair or designate. This Committee shall consist of the members and academic administrators in the department/program, and any other persons, including students, that the members and academic administrators shall determine. The Committee's duties shall include the selection of the Departmental/Program Personnel Committee and Departmental/Program Tenure Committees.

III.5.1.2 There shall be a Departmental/Program Personnel Committee established in each department/program, chaired by the department/program Chair or designate. This committee shall consist of the Chair and at least two (2) members in the department/program, where possible of more than one rank and gender, elected by the Departmental/Program Committee, and it may include students up to a number smaller than the number of faculty members, other than the Chair. Where there are not enough faculty members to satisfy the above, the Dean and the Chair shall mutually agree upon an appropriate replacement. The Committee shall consider applications and make recommendations to the Chair concerning all appointments to the department/program 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.

III.5.1.3 Applications for positions shall be considered in accordance with departmental/program practices, and the Departmental/Program Personnel Committee in each Department/Program is responsible for making recommendations to the Chair concerning all appointments to the Department/Program. All qualified applicants will be entitled to due and fair consideration in accordance with the provisions of this Agreement.

III.5.2.1 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.

III.5.2.2 Library Personnel Committee

There shall be a Library Personnel Committee established annually in the Library. This Committee shall consist of at least four (4) librarians, where possible of more than one rank and gender, elected by the Librarians' Committee, one of whom shall be selected as a non-voting Chair, and the University Librarian (ex officio). No elected member may serve more than two (2) consecutive years. The 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.

When matters are brought to the Librarians' Committee from the Library Personnel Committee, the Chair of the Library Personnel Committee shall chair that portion of the Librarians' Committee meeting.

III.5.3 Advertisement

III.5.3.1 Following authorization of new or replacement faculty positions by the President, the Dean shall authorize advertising in appropriate Canadian publications which may include some or all of the CAUT Bulletin, University Affairs, and electronic distribution media relevant to the particular discipline as established by the Dean in consultation **with** the particular department/program. These shall be placed so as to allow sufficient time for applications to receive due consideration. The advertisement shall include a description of the position and the necessary qualifications, as well as the starting date, rank, salary range, category of appointment, and a statement that Trent University is committed to Employment Equity, and shall be approved by the Dean before it is placed for publication.

III.5.3.2 When unavoidable circumstances require that a replacement appointment be authorized at such short notice that it is not possible to advertise in the manner indicated above, the Dean, with the consent of the Association, may waive this requirement. TUFA **shall** respond to any such request for consent within five **(5)** days of receipt, and such consent may not be unreasonably withheld.

III.5.3.3 Academic Component of Academic/Administrative Appointments

When an appointee who does not hold an academic appointment within the University has been selected by established search procedures for **the** position of President, Vice-President, Dean or University Librarian, and it is proposed to offer such a candidate an academic appointment within a department or program, the proposed academic appointment need **not** be advertised or be subject to the normal departmental/program recruitment procedures. For all such appointments, the academic component **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.5.3.4 Following authorization of new or replacement librarian positions by the President, the Vice-president (Academic) shall authorize advertising in appropriate Canadian publications which may include some or all of the CAUT Bulletin, the Felicitier, and **electronic** distribution media relevant to librarians as established by the University Librarian in consultation with the Librarians' Committee. These shall be placed **so as** to allow sufficient time for applications to receive due consideration. The advertisement shall include a description of the position and the necessary qualifications, as well as the starting date, rank, salary range, the category of

appointment and a statement that Trent University is committed to Employment Equity, and shall be approved by the Vice-president (Academic) before it is placed for publication.

III.5.3.5 When unavoidable circumstances require that a replacement appointment be authorized at such short notice that it is not possible to advertise in the manner indicated above, the Vice-president (Academic), with the consent of the Association, may waive this requirement. TUFA shall respond to any such request for consent within five (5) days of receipt, and such consent may not be unreasonably withheld.

III.5.3.6 Limited Term Appointments

For the purposes of calculating the maximum period of limited term service, as specified in **III.4.2.3.3**, previous fractional limited term appointments and previous part-time appointments within the bargaining unit shall be pro-rated.

Notwithstanding this paragraph and paragraph **III.4.2.3.3**, the specified maxima for limited term service shall not include any limited term service at the University separated by a period of five (5) years or more from a proposed new limited term appointment.

III.5.3.7 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.5.4 Recruitment Procedures

Recruitment procedures shall be designed so as to ensure due and fair consideration to all qualified applicants. This shall not be construed to require personal interviews of all qualified applicants. Where a Personnel Committee does not contain at least one (1) member of each sex, the Dean shall be notified.

III.5.5 Criteria

III.5.5.1 The principal criterion for appointment shall be academic and professional excellence as generally understood in university practice. The credentials of applicants shall be judged primarily in relation to the qualifications identified in the advertisement for the position. Among candidates who are judged substantially equal in qualification for appointment, Canadian citizens and permanent residents shall be given preference.

III.5.5.2 The Dean shall ensure, through the Chair of each department/program, that all Personnel Committees have a copy of the University's Employment Equity policy. The University Librarian shall ensure through the Chair of the Library Personnel Committee that the Committee has a copy of the policy. In addition, steps will be taken to ensure that each Personnel Committee has available to it the prevailing policy statements and guidelines available from the Ontario Human Rights Commission to

assist in ensuring compliance with relevant provisions of the Ontario Human Rights Code. The Chair of any Personnel Committee will be expected to review these materials with other Committee members before a short-list of candidates is determined.

III.5.6 New Appointments

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. Upon request, such arrangements will be discussed at Joint Committee. Such commitments, where provided, shall be granted to the individual member directly, and the total of such commitments shall be reported annually to the Joint Committee for information. A list of all such allocations shall be provided to Joint Committee by October 1st for the preceding July 1st to June 30th period.

III.6 Tenure

III.6.1 Definition of a Tenure Decision

A decision to award or to deny tenure constitutes a tenure decision, and shall be made by the Board only on the recommendation of the President, who shall first receive a recommendation from the Dean, following receipt of a recommendation from COAP and from the relevant Departmental Tenure Committee.

Tenure shall not be granted without a positive recommendation from the department and/or program, the Dean, and the President, provided that each carries out the duties assigned in the tenure process under this Agreement without determinative procedural or substantive error or bias.

III.6.2 Eligibility

III.6.2.1 Probationary appointments made at the Associate Professor and Professor ranks shall involve a maximum probationary term of three (3) years.

Tenure decisions shall be made in the second (2nd) year of the appointment. In exceptional cases, when an appointment is made of a person with a record of outstanding scholarship, tenure may be awarded immediately upon appointment, but only after the relevant Departmental/Program Personnel Committee and COAP have been consulted.

III.6.2.2 Probationary appointments made at the Assistant Professor or Lecturer rank shall involve an initial probationary term of three (3) years and a probationary reappointment for a further two (2) year term subject to a recommendation for reappointment carried out under the provisions of III.6.3.2. Consideration for tenure occurs in the fourth year of probationary service.

- III.6.2.3 In exceptional cases, members may receive early consideration for tenure in the second (2nd) year of the initial three (3) year term provided they have demonstrated (i) outstanding scholarship, and (ii) teaching of high quality. In order to assess outstanding scholarship, the Departmental/Program Tenure Committee shall solicit the views, in writing, of two (2) external assessors (i.e., from universities or institutions outside Trent), one (1) of whom shall be named by the candidate. Evidence of outstanding scholarship may include publications, presentations, academic, professional or public recognition related to the member's scholarly work, and such evidence shall clearly demonstrate the significant superiority of such scholarship to that required in the regular tenure process.
- In cases where early tenure is not granted, members will be reappointed for a further two (2) year term and consideration for tenure shall occur in the fourth (4th) year of probationary service.
- III.6.2.4 Combined Limited Term/Probationary Service
- III.6.2.4.1 When a limited term appointment is converted to a probationary appointment, the maximum period of limited term and probationary service shall be eight (8) years.
- III.6.2.4.2 A member with previous combined limited term service within the bargaining unit of two (2) or three (3) years who is converted to a probationary appointment is eligible to be considered for tenure in the second (2nd) year of the probationary appointment, if the member chooses to count his/her previous limited term service as probationary service. In these cases, reappointment and early consideration for tenure do not apply.
- If a member chooses not to count previous limited term service within the bargaining unit as probationary, then III.6.2.2 applies.
- III.6.2.4.3 A member with previous combined limited term service within the bargaining unit of one (1) year or less, who is converted to a probationary appointment, shall follow the conditions as set out in III.6.2.2.
- III.6.2.4.4 A member with previous combined limited term service within the bargaining unit of between one (1) and two (2) years, who is converted to a probationary appointment and who chooses to count his/her limited term service as Probationary service, shall be referred to the Joint Committee to determine whether he/she is eligible to be treated as those members referred to in III.6.2.4.2 above. Joint Committee shall ensure that all requests are treated equitably and fairly.
- III.6.2.4.5 If a member with a four (4) or five (5) year limited term appointment (see III.4.2.3.3) is offered a probationary appointment, that member shall be specifically reminded in the offer of appointment that consideration for tenure must take place not later than during the seventh (7th) year of the combined limited term and probationary service.

III.6.2.5 Extension of Probationary Period

Notwithstanding the various provisions (above) which define a maximum period of probationary service, a member who has had an approved maternity leave during her probationary period may, upon written request to the Dean or University Librarian (as appropriate) at the time of her return to duties after maternity leave, have her maximum probationary period increased by one (1) year. In the case of two (2) or more approved maternity leaves during her probationary period, the maximum probationary period for the member may be increased by a maximum of two (2) years.

III.6.2.6 Similarly, in cases of authorized absence due to illness or injury of more than four (4) months, a probationary appointment shall be extended by up to one (1) year, upon written request by the member to the Dean or University Librarian (as appropriate) at the time of return to duties after authorized absence. Where the absence is for one (1) year or more, the maximum probationary period for the member shall be increased by a maximum of two (2) years.

III.6.3 Probationary Reappointments

III.6.3.1 A member holding an initial probationary appointment at the rank of Lecturer or Assistant Professor who elects to defer consideration for tenure beyond the second (2nd) year of the initial three-year appointment shall instead be considered for a probationary reappointment during that second (2nd) year.

III.6.3.2 A candidate for probationary reappointment shall be considered by the Departmental/Program Personnel Committee which must make one of the following three (3) recommendations to the departmental/program Chair:

- i) a two-year probationary reappointment;
- ii) an immediate tenure hearing; or,
- iii) non-renewal at the end of the initial three-year probationary appointment.

A recommendation from the Chair to reappoint the candidate shall be forwarded to COAP and the Dean for action. Such a recommendation shall address the candidate's scholarship, teaching and University service, bearing in mind the provisions of Article IV.2.1.4.2. A recommendation from the Departmental/Program Personnel Committee to initiate an immediate tenure hearing shall set in motion the tenure hearing procedure as defined in this Agreement. The result of an immediate tenure hearing may be a two-year probationary reappointment. A recommendation of non-renewal must follow the procedure set out immediately below.

III.6.3.3 Non-Renewal of Probationary Appointments

If the Departmental/Program Personnel Committee decides to recommend the non-renewal of a probationary appointment, it may do so only after it has itself carried out the procedure for a tenure hearing as defined in this Agreement. In this case, the

Departmental/Program Personnel Committee will add to its number a faculty member from a cognate discipline, appointed by the Dean in **consultation** with the Chair of the Committee.

In order that a probationary appointment not be renewed, the candidate must be judged to be unsatisfactory in teaching or research.

In the event that COAP and the Dean do not uphold the recommendation of non-renewal made by the Departmental/ Program Personnel Committee, a further two-year probationary appointment shall be granted to the candidate, and consideration for tenure must come in or before the fourth (4th) year of probationary service.

The process of consideration for probationary reappointment or for non-renewal of probationary appointment shall in **no** way prejudice the outcome of any subsequent tenure hearing.

III.6.3.4 If the department/program has reservations about a candidate recommended for a probationary reappointment, these reservations shall be communicated in writing **to the** candidate and COAP at the time of reappointment and shall be addressed by the Departmental/Program Tenure Committee in any subsequent tenure hearing.

III.6.3.5 Except as provided in III.6.3.4, a deferral of consideration for tenure owing to a probationary reappointment shall in no way prejudice the outcome of any subsequent tenure hearing.

III.6.4 Procedures for Granting Tenure

III.6.4.1 The Departmental/Program Tenure Committee

When a tenure decision is to be made, the department/program shall establish a Departmental/Program Tenure Committee composed of up to seven (7) persons, with a majority of academic peers from the candidate's discipline and, when possible, of both tenured and probationary faculty members. The committee shall consist of:

- i) the Chair of the department/program concerned, as Chair (who shall not vote), three (3) faculty members elected by the Departmental/Program Committee, **a** faculty member from a cognate discipline appointed by the Dean **in** consultation with the Chair of the Committee (where faculty members elected by the Departmental/Program Committee are of the same sex, the Dean's appointee from a cognate discipline shall normally be of the other sex);
- ii) when a candidate holds an appointment in a department/program with fewer than six (6) probationary and tenured faculty members, the Dean, in consultation with the Chair and the candidate, may appoint up to two (2) academic peers from cognate disciplines as substitutes for colleagues from within the department/program; here, as in sub-paragraph (i) above, the Committee members from cognate disciplines are regular members of the Committee, with no special responsibilities, and no special authority from or obligations **to** the Dean; and,

- iii) where the Departmental/Program Committee chooses to make provision for it, up to two (2) students.

For academic departments/programs which wish to permit student participation on Tenure Committees (as per sub-paragraph (iii) above), any existing and/or proposed procedures shall be reviewed, in consultation with Faculty Board, to ensure standardization of procedures and electoral regulations.

The Committee shall make a tenure recommendation, positive or negative, only if the majority of the Committee includes a faculty majority from within the academic unit.

III.6.4.2

Criteria

In assessing a candidate for tenure, the Departmental/Program Tenure Committee shall pay principal regard to scholarship and scholarly promise. In order to qualify for tenure, the candidate must be judged to have demonstrated high quality in both teaching and research, including fulfilling the applicable duties and responsibilities referenced in Article IV.1.1, i) and ii).

Individual departments/programs will formally adopt written standards specific to the academic unit for the application of these criteria in the tenure process. These standards shall be binding upon the departments/programs following approval by COAP and Faculty Board. The written specific standards will be made available to Joint Committee for information and discussion.

III.6.4.2.1

When a department/program adopts or revises its written standards for the application of the tenure criteria (see III.6.4.2, above) during a probationary appointment, candidates for tenure in that department/program shall be evaluated on the basis of the criteria or written standards in place at the time of their initial probationary appointment, unless the written standards have been in place for a minimum period of two (2) years since the initial probationary appointment and prior to consideration for tenure.

In cases where the probationary period has been extended due to sick leave (see III.6.2.6) or maternity leave (see III.6.2.5), the minimum period noted above shall be three (3) years. Where the standards have been changed, specific notice of the change(s) will be given to the persons affected.

III.6.4.3

Tenure Hearings

The Chair of the Departmental/Program Tenure Committee shall inform the candidate when their tenure hearing has been initiated, and they shall be afforded at least four (4) weeks to submit such supporting evidence as they see fit. The Committee shall follow a fair and reasonable plan to secure the views of faculty and students, and the department/program Chair shall include a report on this plan when the Committee's recommendation is forwarded to the Dean. The Committee may secure the views of qualified assessors from outside the department/program or the University. If the department/program chooses not to do so, the candidate may nevertheless require that

the views of qualified assessors be sought. Also, COAP may similarly require the views of qualified assessors, as part of its request for reconsideration of a tenure recommendation under III.6.4.5 (below). In any event, if this is undertaken, the candidate shall be notified and given the opportunity to select one (1) of the assessors whose views are being sought. The views of such assessors shall be confined to the candidate's scholarship or scholarly promise.

If the Departmental/Program Tenure Committee has serious reservations about the qualification of the candidate for tenure, it 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 Departmental/Program Tenure Committee before it makes its recommendation to the department/program Chair. The candidate shall also be informed of the recommendation which the department/program Chair intends to forward to the Dean.

In the event of a negative recommendation, the member shall receive full information on the procedures followed.

III.6.4.4

Timing

The Departmental/Program Tenure Committee shall meet at a time that will enable the tenure decision of the Board to be conveyed to the candidate by June 30 of the penultimate year of the probationary appointment or reappointment. Once a decision to grant tenure has been made by the Board, it shall take effect on July 1. If a decision to grant tenure is delayed because of reconsideration or appeal beyond June 30 of the academic year in which tenure consideration was initiated, tenure shall take effect retroactively to July 1. If a decision to deny tenure is delayed beyond June 30 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 Article III.6.2.4.

III.6.4.5

The Role of COAP

COAP shall strive to ensure that members receive fair and equitable treatment under the procedures for granting tenure provided for in this Agreement. The recommendation of the Departmental/Program Tenure Committee shall be forwarded to COAP together with supporting arguments and all correspondence and documentation considered by the Committee.

COAP may, giving reasons, request that the Departmental/Program Tenure Committee reconsider its recommendation; or COAP may refuse to endorse a recommendation from the Departmental/Program Tenure Committee, but shall not do so without good reason based on the criteria for the granting of tenure as provided for in III.6.4.2, or a finding of determinative procedural or substantive error or bias.

In cases where COAP intends to refuse to endorse a positive recommendation from the Departmental/Program Tenure Committee, it shall so inform the candidate and the Committee, setting out in writing its reasons, and the candidate and/or the Committee shall have the right to request reconsideration by COAP before COAP's final determination in respect to its recommendation.

As part of its authorized role in monitoring tenure recommendations, COAP may require external assessments in individual cases.

III.6.4.6 The Tenure Decision

Following receipt of the recommendation from COAP, the Dean shall make a recommendation **on** tenure to the President, who in turn shall make a recommendation to the Board. The decision to grant tenure shall be made by the Board and communicated to the candidate. If the decision is to deny tenure, the candidate shall be **so** informed and shall receive in writing a statement of reasons from the Dean or the President. This statement of reasons shall reflect the actual grounds for the decision, be substantive ~~in~~ nature, and be clearly related to the criteria for the award of tenure as defined in this Agreement.

III.7 Permanent Appointments for Librarians

III.7.1 Definition of a Permanency Decision

A decision to award or to deny a permanent appointment constitutes a permanency decision and shall be made by the Board **on** the recommendation of the President, who shall first receive a recommendation from ~~the~~ University Librarian following recommendation from ~~the~~ Library Permanency Committee. Permanency shall not be granted without a positive recommendation from the Library Permanency Committee, the University Librarian **and** the President, provided that each carries out the duties assigned in the permanency process under this Agreement without determinative procedural or substantive error or bias.

III.7.2 Eligibility

III.7.2.1 Probationary appointments made at the Librarian I to IV ranks shall involve a probationary term of two **(2)** years and, if recommended by the Library Personnel Committee, an extension of **one (1)** year, the total probationary period not to exceed three (3) years. **In** exceptional cases where an appointment to Librarian III or IV is made of a **person** with a proven record of outstanding professional qualifications, a permanent appointment may be awarded immediately upon appointment, but only after the procedures outlined in III.7.1 have been followed. When an initial limited term appointment is converted to a probationary appointment, the limited term of service shall be accredited as the equivalent of probationary service provided that the candidate agrees.

III.7.2.2 **A** member holding an initial probationary appointment in the Library shall be considered for permanency in the second year, such consideration to be initiated not less than **nine (9)** months before the end of the initial two-year appointment.

III.7.3 Probationary Reappointments

III.7.3.1 A candidate for a permanent appointment shall be considered in the first instance by the Library Personnel Committee which must make one of the following three (3) recommendations to the University Librarian:

- i) a **one-year** probationary reappointment;
- ii) an immediate permanency hearing;
- iii) non-renewal at the end of the initial two-year appointment.

III.7.3.2 The Chair of the Library Personnel Committee shall inform candidates when consideration of their reappointment has **been** initiated, and they shall be afforded at least two (2) weeks to submit such supporting evidence as they see fit.

III.7.3.3 If the Library Personnel Committee has serious reservations **about** the qualifications of a candidate for permanency or recommends non-renewal, it shall so inform the candidate, and set out in writing the reasons for its reservations.

III.7.3.4 The process of consideration for probationary reappointment or for non-renewal of probationary appointment shall in no way prejudice the outcome of any subsequent permanency hearing.

III.7.3.5 If the Library Personnel Committee has reservations about a candidate recommended for a probationary reappointment, these reservations shall be communicated in writing to the candidate at the time of reappointment and shall be addressed by the Library Permanency Committee in any subsequent permanency hearing.

III.7.3.6 Except as provided in **III.7.3.5** a deferral of Consideration for permanency owing to a probationary reappointment shall in no way prejudice the outcome of the final permanency hearing.

III.7.3.7 A recommendation from the Library Personnel Committee to reappoint the candidate shall be forwarded to **COAP** and the University Librarian for action. A recommendation for an immediate permanency hearing or a recommendation of non-renewal shall set in motion the permanency hearing procedure as described immediately following.

III.7.4 Library Permanency Committee

When a recommendation for a permanency hearing or non-renewal **has** been made, a Library Permanency Committee shall be established. The Committee shall consist of: **the Chair of the Library Personnel Committee as Chair**, who shall not vote; three (3) permanent or probationary librarian members elected by the Librarians' Committee:

and one (1) faculty member from within the University appointed by the University Librarian, provided that faculty member is acceptable to the candidate.

III.7.5 Criteria

In assessing a candidate for a permanent appointment, the Library Personnel Committee and the Library Permanency Committee shall pay principal regard to competence in the performance of duties and promise of continuing development as a librarian. In order to qualify for a permanent appointment, a candidate must be judged to have demonstrated high quality in the performance of duties in the Library, including fulfilling the applicable duties and responsibilities referenced in Article IV.1.2 i) and iv).

III.7.6 Permanency Reviews

III.7.6.1 The Chair of the Library Permanency Committee shall inform candidates when their permanency hearing has been initiated, and they shall be afforded at least four (4) weeks to submit such supporting evidence as they see fit. The Committee shall meet at a time that will enable the permanency decision of the Board to be conveyed to each candidate no later than three (3) months before the end of the second year of their initial two-year appointment, or of their subsequent one-year probationary reappointment.

III.7.6.2 If the Library Permanency Committee has serious reservations about the qualifications of a candidate for permanency, it 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 Library Permanency Committee before it makes its recommendations to the Chair of the Library Personnel Committee. The candidate shall also be informed of the recommendation which the Chair of the Library Personnel Committee intends to forward to the University Librarian and COAP.

III.7.7 The Role of COAP

III.7.7.1 COAP shall strive to ensure that members receive fair and equitable treatment under the procedures for granting permanency provided for in this Agreement. The recommendation of the Library Permanency Committee shall be forwarded to COAP together with supporting arguments and all correspondence and documentation considered by the Committee.

COAP may, giving reasons, request that the Library Permanency Committee reconsider its recommendation, or COAP may refuse to endorse a recommendation from the Library Permanency Committee, but shall not do so without good reason based on the criteria for the granting of permanency as provided for in III.7.5 of this Agreement. or a finding of determinative procedural or substantive error or bias.

In cases where COAP intends to refuse to endorse a positive recommendation from the Library Permanency Committee, it shall so inform the candidate and the Committee, setting out in writing its reasons, and the candidate and/or the Committee shall have the

right to request reconsideration by COAP before COAP's final determination in respect to its recommendation.

As part of its authorized role in monitoring permanency recommendations, COAP may require external assessments in individual cases.

III.7.7.2 **In** the event that the University Librarian and COAP do not uphold the recommendation of the Library Permanency Committee, a further one-year probationary appointment shall be granted to the candidate and final consideration for permanency must come in the following year (the third (3rd) year of the probationary appointment). In this instance the same time constraints as stated in III.7.6.1 shall **apply**.

In all cases where there has been a probationary reappointment, final consideration for permanency shall take place in the third (3rd) year in a Library Permanency Committee, without prior recommendation from the Library Personnel Committee, according to the conditions set out in III.7.6.1.

In the event of a negative recommendation, the member shall receive full information on the procedure followed.

III.7.8 The Permanency Decision

III.7.8.1 Following receipt of the recommendation from COAP, the University Librarian shall make a recommendation on permanency to the President, who in turn shall make a recommendation to the Board. The decision to grant permanency shall be made by the Board and communicated to the candidate. If the decision is to deny permanency, the candidate shall be so informed and shall receive in writing a statement of reasons from the University Librarian or the President. This statement of reasons shall reflect the actual grounds for the decision, be substantive **in** nature, and be clearly related to the criteria for the award of permanency as defined **in** this Agreement.

III.7.8.2 If at any time more than **one** candidate for a permanent appointment is under review, the candidates shall be considered on merit and not as in competition with each other.

III.8 Promotion

III.8.1.1 Lecturers shall be promoted to Assistant Professor upon the granting of tenure.

III.8.1.2 Assistant and Associate Professors shall 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, unless they formally request not to be considered.

III.8.1.3 If not promoted at this point, members shall be considered for promotion in any subsequent year that they **so** request in writing to the Departmental/Program Personnel Committee.

III.8.1.4 When members are recommended by the Dean to the President for a merit award which would have the effect, when awarded, of placing them at a point at which they would be eligible for promotion, they shall be immediately considered for promotion, unless such a member formally requests not to be considered. The provisions of **III.8.1.3** shall also apply in this case.

III.8.1.5 When a candidate is eligible for consideration for both tenure and promotion to Associate Professor in the same academic year, the granting of tenure entails promotion in the same year, unless there is **an** overriding failure to satisfy the **IV.1.1** (iii) obligations under **III.8.2.1**.

III.8.2 Criteria for Promotion

III.8.2.1 **In** considering the member for promotion from Assistant to Associate Professor, the committees and the individuals responsible shall determine that the member has continued to fulfill the criteria for the granting of tenure, and is entirely satisfactory in the performance of the duties and responsibilities as set out in **IV.1.1**.

III.8.2.2 The criteria for promotion to Full Professor shall be based **on** both teaching and research; the candidate must be very highly regarded in one of teaching and research, and entirely satisfactory in the other. Where individual departments/programs have formally adopted written specific standards for the application of these criteria, then these standards shall be binding upon the departments/programs concerned, provided that they have first been approved by COAP and Faculty Board, and made available for information and discussed at Joint Committee.

III.8.3.1 Procedures for Preparation for Promotion Decisions

- i) The Departmental/Program Personnel Committee shall ascertain, before October **15** of each year, whether any members of the department/program are eligible to be considered for promotion under the provisions of **III.8.1.3**, or eligible to request consideration for promotion under the provisions of **III.8.1.3**.
- ii) Eligible candidates shall be notified and be given the opportunity to request or defer consideration.
- iii) Candidates shall be given at least four (**4**) weeks (following notification) to submit such supporting evidence as they see fit. **In** the case of a candidate who becomes eligible under the provisions of **III.8.1.4**, notification of eligibility shall not occur later than December **15**.

- iv) The **Departmental/Program** Personnel Committee shall follow a fair and reasonable plan to secure the views of faculty and students, and the **departmental/program** Chair shall include a report on this plan with the recommendation to **COAP** and the Dean.
- v) All materials submitted shall be treated in accordance with the provisions concerning personnel files (**IV.8**).
- vi) In the case of candidacy for promotion to Full Professor, candidates shall indicate no later than the time of submitting supporting evidence whether they wish their candidacy to be considered by the criteria of (i) being entirely satisfactory in research and very highly regarded in teaching or (ii) being entirely satisfactory in teaching and very highly regarded in research. In every case the **department/program** shall nominate **two (2)** external assessors (i.e., from universities or institutions outside Trent), of whom the candidate shall have the right to name one (1). The assessors shall then be requested by the Dean of Arts and Science to furnish assessments of the candidate's performance in research in accordance with the criteria by which the candidate elects to be assessed. On receipt of the assessors' reports, the Dean shall **make** them available to the **Departmental/Program** Personnel Committee.
- vii) In the case of a candidacy for promotion to Full Professor, if the Dean, after consultation with **COAP**, determines that the available evidence with respect to the candidate's performance in research does not suffice to make a reasonable judgment, the Dean may secure up to **two (2)** additional external assessments. If **two (2)** additional assessments are sought, the **candidate** shall have the right to name one (1) of the assessors. In the case of a single assessor the agreement of the candidate is required.
- viii) A request that the Dean secure such additional external **assessment(s)** may be made by the **Departmental/Program** Personnel Committee, the **departmental/program** Chair, or **COAP**. Any such additional external assessments shall be made available to the **Departmental/Program** Personnel Committee.
- ix) Whether acceding to such a request, or acting upon independent initiative, the Dean shall prepare a statement of reasons for securing such additional external **assessment(s)**. In every case, the statement of reasons shall be submitted to **COAP** with copies to the **departmental/program** Chair, the **Departmental/Program** Personnel Committee, and the candidate.
- x) In the event of a negative decision duly communicated by the Dean, the member shall receive in writing full information on the procedures followed.

III.8.3.2

Recommendation of the **Departmental/Program** Personnel Committee

The **Departmental/Program** Personnel Committee shall be advisory to the Chair. After considering all the submissions and discussing the case, the Committee shall vote formally to recommend or not recommend to the Chair that the candidate be promoted. The Chair shall not vote.

III.8.3.3 Recommendation to COAP

The Chair shall then inform the Departmental/Program Personnel Committee of the intended recommendation to COAP. Members of the Departmental/Program Personnel Committee who disagree with the Chair's recommendation shall have the right to submit, together or singly, a dissenting report to COAP.

III.8.3.4 Right of Rebuttal

III.8.3.4.1 Where the Chair decides to recommend against promotion, the candidate shall be informed in writing of the reasons for this negative recommendation before it is forwarded to COAP. The Chair shall make available to the candidate all material tabled in the Personnel Committee. The candidate shall then have the right to submit a written rebuttal to the Dean as Chair of COAP, with a copy to the departmental/program Chair.

III.8.3.4.2 In the case of a recommendation against promotion to Associate Professor, if the Dean, after consultation with COAP, determines that the available evidence with respect to the candidate's performance in research does not suffice to make a reasonable judgment, the Dean may secure up to two (2) external assessment(s) of the candidate's performance in research. If two (2) external assessments are sought, the candidate shall have the right to name one (1) of the assessors. In the case of a single assessor the agreement of the candidate is required.

III.8.3.4.3 In the case of a recommendation against promotion to Full Professor, if the Dean, after consultation with COAP, determines that the available evidence with respect to the candidate's performance in research does not suffice to make a reasonable judgment, the Dean may secure up to two (2) additional external assessments. Where two (2) external assessors are used, the candidate shall have the right to name one (1); in the case of a single external assessor, the agreement of the candidate is required.

III.8.3.4.4 A request that the Dean secure external assessment(s) as allowed under III.8.3.4.2 and III.8.3.4.3 may be made by the Departmental/Program Personnel Committee, the departmental/program Chair, the candidate, or COAP. Any such additional assessments shall be made available to the Departmental/Program Personnel Committee.

III.8.3.4.5 Whether acceding to such a request, or acting upon independent initiative, the Dean shall prepare a statement of reasons for securing such external assessment(s). In every case, the statement of reasons shall be submitted to COAP with copies to the departmental/program Chair, Departmental/Program Personnel Committee and the candidate.

III.8.3.5 Recommendation of COAP

COAP shall review all the submissions and recommendations pertaining to the promotion in the light of the criteria set out in **III.8.2** above, and shall have access to all materials tabled in the Departmental/Program Personnel Committee.

COAP by formal vote shall make its recommendation to the Dean. The Dean shall not vote. A COAP recommendation against promotion which contradicts the recommendation of the departmental/program Chair must be communicated to the Chair in writing by the Dean. The Dean shall provide the Chair with a summary of COAP's reasons for its recommendation, including the weight given in that recommendation to outside assessments. The Dean shall also indicate if COAP considered any additional evidence to that considered by the Departmental/Program Personnel Committee and the departmental/program Chair. If such evidence was considered by COAP, the Dean shall transmit copies of it to the departmental/program Chair. The departmental/program Chair shall discuss the Dean's communication with the Departmental/Program Personnel Committee, and may ask COAP to reconsider its recommendation.

III.8.3.6 Promotion Decision

The Dean shall, in the case of a positive decision, **so** recommend to the President, who in turn shall make a recommendation to the Board. **In** the case of a negative decision, the Dean shall communicate that decision in writing to the candidate, **and** provide a full report **on** the procedures followed and the reasons for the negative decision, **including** the weight given to outside assessments. A decanal decision to promote is not open to appeal.

III.8.4 Promotion for Librarians

III.8.4.1 Librarians I, II, and III shall 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.

III.8.4.2 If not promoted at this point, librarian members shall be considered for promotion in any subsequent year that they **so** request in writing to the Library Personnel Committee.

III.8.4.3 When librarian members are eligible for consideration for both permanency and promotion to Librarian III in the same academic year, the granting of permanency entails promotion **in** the same year, **unless** there is an overriding failure to satisfy the obligations of IV.1.2(ii) and (iii).

III.8.4.4 When librarian members are recommended by the University Librarian to the President for a merit award which would have the effect, when awarded, of placing them at a point at which they would be eligible for promotion, they shall be immediately considered for promotion, unless such a member formally requests not to be considered. The provisions of III.8.4.2 shall also apply in this case.

III.8.4.5 Criteria for Promotion for Librarians

The criteria for promotion shall be those appended to this Agreement (Appendix A).

III.8.4.6 Procedures for Preparation for Promotion Decisions

- i) The Library Personnel Committee shall ascertain, before December 15 of each year, whether any librarians are eligible to be considered for promotion under the provisions of III.8.4.1, or eligible to request consideration for promotion under provisions of III.8.4.2.
- ii) Eligible candidates shall be notified and be given the opportunity to request or defer consideration.
- iii) Candidates shall be given at least four (4) weeks (following notification) to submit such supporting evidence as they see fit. In the case of a candidate who becomes eligible under the provisions of III.8.4.4, notification of eligibility shall occur not later than February 15.
- iv) The Library Personnel Committee shall follow a fair and reasonable plan to secure the views of librarians. Included with the recommendation of the Librarian Personnel Committee to the University Librarian and COAP, there shall be a report on this plan.
- v) All materials submitted shall be treated in accordance with the provisions concerning personnel files (IV.8).

III.8.4.7 Recommendation of the Library Personnel Committee

The Library Personnel Committee shall be advisory, through the Librarians' Committee, to the University Librarian. After considering all the submissions and discussing the case, the Library Personnel Committee shall vote formally to recommend or not recommend to the University Librarian that the candidate be promoted. The Chair of the Library Personnel Committee shall not vote.

III.8.4.8 Recommendation to the University Librarian and COAP

The Chair of the Library Personnel Committee shall then inform the Library Personnel Committee of the intended recommendation to the University Librarian and COAP. Members of the Library Personnel Committee who disagree with this recommendation shall have the right to submit, together or singly, a dissenting report to COAP.

III.8.4.9 Right of Rebuttal

Where the Library Personnel Committee decides to recommend against promotion, the candidate shall be informed in writing of the reasons for this negative recommendation before it is forwarded to COAP. The Chair of the Library Personnel Committee shall make available to the candidate all material tabled in the Library Personnel Committee. The candidate shall then have the right to submit a written rebuttal to COAP, with a copy to the Chair of the Library Personnel Committee.

III.8.4.10 Outside Assessments

III.8.4.10.1 If the University Librarian determines that the evidence already available does not suffice to make a reasonable judgment, outside assessments may be secured in connection with the recommendation for promotion. A statement of the University Librarian's reasons for seeking such outside assessments shall be submitted to the Library Personnel Committee in every case.

III.8.4.10.2 The Library Personnel Committee may also request that the University Librarian secure such outside assessments.

III.8.4.10.3 Where such outside assessments are to be sought, the University Librarian shall give the candidate the opportunity to name one (1) of such outside assessors.

III.8.4.11 Promotion Decision

III.8.4.11.1 COAP shall review all the submissions and recommendations pertaining to the promotion in the light of the criteria set out in Appendix A, and shall have access to all materials tabled in the Library Personnel Committee.

COAP, by formal vote, shall make its recommendation to the University Librarian. The University Librarian shall not vote. A COAP recommendation against promotion which contradicts the recommendation of the Library Personnel Committee must be communicated to the Chair of the Library Personnel Committee, in writing by the University Librarian. The University Librarian shall provide the Chair with a summary of COAP's reasons for its recommendation, including the weight given in that recommendation to outside assessments. The University Librarian shall also indicate if COAP considered any additional evidence to that considered by the Library Personnel Committee. If such evidence was considered by COAP, the University Librarian shall submit copies of it to the Library Personnel Committee. The Chair of the Library Personnel Committee, shall discuss the University Librarian's communication with the Library Personnel Committee, and may ask COAP to reconsider its recommendation.

III.8.4.11.2 The University Librarian shall, in the case of a positive decision, so recommend to the President, who in turn shall make a recommendation to the Board. In the case of a negative decision, the University Librarian shall communicate that decision in writing

to the candidate, and provide a full report on the procedure followed and the reasons for the negative decision, including the weight given to outside assessments.

III.9 Career Development Increments and Merit

III.9.1 Career Development Increments

III.9.1.1 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, reached in accordance with the provisions of this Article.

III.9.1.2 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 consult with COAP in order to determine whether to initiate the following procedures:

III.9.1.2(a) If it is determined that the matter should be pursued,

- i) the Dean shall inform the member of the action and the reasons;
- ii) the case shall be formally submitted to COAP, and the Committee will be provided with the documentation to justify this concern; and,
- iii) the Dean shall ask the advice of the Chair, and through the Department/Program Chair the advice of the Departmental/Program Personnel Committee in writing; the Dean shall forward this advice to COAP.

III.9.1.2(b) COAP shall invite the member to respond within four (4) weeks to the case made by the Dean under (a) (ii). The response must be in writing and must contain whatever supporting evidence the member deems pertinent.

III.9.1.2(c) After considering the member's response, COAP shall advise the Dean and the member either:

- i) that the Dean's concerns regarding the member's performance are well-founded; or,
- ii) that these concerns are not well-founded.

III.9.1.2(d) Upon receiving COAP's advice, the Dean may recommend to the President that the annual career development increment of the member he denied. The Dean, in doing so, must inform the member concerned in writing, and include in this information a copy of the recommendation of COAP.

- III.9.1.2(e)** The Dean's recommendation to the President (sub-paragraph (d) above) shall specify an effective date for the CDI denial, which shall normally be the second July 1 subsequent to the communication of the decision by the President to the member.
- III.9.1.2(f)** During the period after receipt of the President's letter but prior to the effective date of CDI denial, the member may ask COAP, through the Dean, to re-consider the CDI denial, based upon any significant new information regarding performance of duties.
- III.9.1.3** A member denied a career development increment hereunder is to consider such an action a serious disciplinary warning concerning performance of required duties.
- III.9.1.4** In the case of librarian members, the place of the Chair and the Dean shall be taken by the University Librarian, and the place of the Departmental/Program Personnel Committee and COAP shall be taken by the Library Personnel Committee.
- III.9.1.5** Alternative Duties Arrangements
- III.9.1.5.1** Where the Dean has advised a member that there are concerns about the member's performance of duties (see **III.9.1.2.(a)** (i)), or where COAP has made a determination that the Dean's concerns regarding the member's performance of duties are "well-founded" (see **III.9.1.2.(c)** (i)), the member may ask to undertake alternative duties for a defined period of time of between one (1) and five (5) years.
- III.9.1.5.2** To become effective, the alternative duties proposal requires the agreement of the academic department/program, the Dean and COAP.
- III.9.1.5.3** 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.
- III.9.1.5.4** Subject to satisfactory performance of duties, including the alternative duties, the member, on the recommendation of COAP and the Dean, would be entitled to annual career development increments (but not merit awards) up to but not exceeding the ceiling of the member's rank.
- III.9.1.5.5** Joint Committee shall be consulted about each such proposed arrangement on a case-by-case basis, as well as annually after implementation.
- III.9.1.5.6** A member may give six (6) months' notice of an intention to terminate an alternative duties arrangement, thereby returning to a regular appointment as of any July 1 of the alternative duties period.

III.9.1.5.7 Members 1) who do not request alternative duties, 2) whose alternative duties proposal is not agreed to, or 3) who revert to regular duties, shall be subject to the possibility of a CDI denial on the second July 1 after notice to the member under III.9.1.2.(d) or the first July 1 after reversion to a regular appointment, whichever is sooner.

III.9.1.5.8 Members at a defined rank ceiling who become subject to the denial of a CDI shall undertake such additional duties as may be arranged under III.9.1.5.3, subject to any other arrangements which might be agreed to at Joint Committee.

III.9.1.6 Restoration of CDI(s)

III.9.1.6.1 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:

- (a) when COAP and the Dean have agreed that there have been five (5) years of satisfactory performance of regular duties (i.e., this is not available for those performing alternative duties), in which case the denied CDI(s) will be credited to the member on the July 1 immediately following the completion of five (5) years of satisfactory performance; or,
- (b) upon the attainment of a merit award, in which case the denied CDI(s) will be credited to the member on the effective date of the merit award.

III.9.1.6.2 The restoration of CDI(s), in accordance with 1(a) and (b) above, shall not result in the movement of a member past the normal salary ceiling within the relevant rank (i.e., A10, B14, C18, or D19).

III.9.2 Merit

III.9.2.1 Thirty-five (35) merit awards shall be available in each academic year.

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. 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.

III.9.2.2 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.

- III.9.2.3 Merit awards shall be allocated as follows:
- In the case of faculty members, exceptional performance in at least one of teaching, research, or university service, and satisfactory performance in the other specified areas.
 - In the case of librarians, exceptional performance of library duties. In this case, one of the following is required in addition: contribution to the profession at large, scholarship, university teaching, university service, or professionally related community service.
- (Note: the number of merit awards allocated annually for librarians - see Appendix A)
- III.9.2.4(a) In the case of members other than departmental/program Chairs, recommendations concerning such merit awards shall be made to the Chair by the Departmental/Program Personnel Committee acting on its own initiative or on the suggestion of the Chair. Such recommendations shall be transmitted together with the Chair's own recommendation in each case to the Dean who, after consultation with COAP, shall make a recommendation to the President. The President, in turn, shall make a recommendation to the Board.
- III.9.2.4(b) In the case of librarians, such merit awards shall be recommended by the Library Personnel Committee and forwarded to the University Librarian, who, after consultation with COAP, shall make a recommendation to the President, who in turn shall make a recommendation to the Board.
- III.9.2.5 In the case of consideration of merit awards for departmental/program Chairs, the Departmental/Program Personnel Committee shall designate a Deputy Chair who shall fulfill the role of departmental/program Chair for the purposes of III.9.2.4(a).
- III.9.2.6 In the case of members serving in more than one (1) department/program, the Dean shall solicit the recommendation of the Chair, other than the Chair of the department/program initiating the recommendation, prior to submitting a recommendation to the President.
- III.9.2.7(a) Except as indicated in the special provisions for Chairs in III.9.2.5, no merit award shall be awarded unless there is a favourable recommendation from at least the Chair of a department/program in which a member teaches, or the Departmental/Program Personnel Committee of such a department/program.
- III.9.2.7(b) No merit award shall be awarded to a librarian without a favourable recommendation from the Library Personnel Committee, unless the University Librarian informs the Library Personnel Committee of the reasons for such a recommendation.

III.10 Appointment of Departmental/Program Chairs

- III.10.1** In the final year of a Chair'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.
- III.10.2** The **Departmental/Program** Committee shall meet to discuss the requirements of the position, and shall elect a search committee which excludes the incumbent Chair and which may include up to **two (2)** students. The Dean shall appoint an additional member of the search committee from outside the **department/program**.
- III.10.3** The search committee shall submit a single name, or **two (2)** names if it prefers, to the **Departmental/Program** Committee for approval or choice.
- III.10.4** Once a proposed candidate is approved by the **Departmental/Program** Committee, the Chair of the search committee shall forward the search committee's recommendation to the Dean.
- III.10.5** If the Dean approves the proposed appointee, that recommendation shall be forwarded to the President. The President in turn shall make a recommendation to the Board.
- If the Dean does not approve the proposed appointee, the **Departmental/Program** Committee shall be asked to reconsider the matter.
- No** appointment of a Chair shall be made without a positive recommendation from the **Departmental/Program** Committee, the Dean, and the President.
- III.10.6** Acting **Chairs** may be appointed by the Dean for short terms or in special circumstances. Such appointments may not exceed a term of one (1) year.
- III.11** Academic Administrators
- III.11.1** Academic administrators are persons who, in addition to their administrative office, hold probationary or tenured faculty appointments in departments or programs, but who are excluded by definition from the bargaining unit because of their administrative office.
- III.11.2** Faculty and librarian members who are appointed as academic administrators or its members of the Board of Governors shall retain their academic status within their departments or programs. During their term of administrative or Board service, they shall be deemed eligible for consideration by **Departmental/Program** Personnel Committees, **departmental/program** Chairs, **COAP**, and the Dean for career development decisions, including merit awards. on the basis of their academic

achievements over that period. Where an academic administrator or faculty member on the Board of Governors is awarded a merit award, such shall be in addition to the number provided for in III.9.2.1.

III.11.3 Re-entry of Academic Administrators

Academic administrators, as defined above, and faculty members on the Board of Governors, shall retain the right to enter or reenter on a full-time basis their departments or programs, and the right to enter or reenter the bargaining unit, at such time as they relinquish their academic administrative or Board appointments.

An individual re-entering the bargaining unit shall normally return to the department or program of which s/he 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 or program which initially accepted her/his qualifications (see III.5.3.3). Alternatively, in either case, the individual could return to a different department or program in accordance with the provisions of III.14.

III.11.4 Any member entering or re-entering the bargaining unit after service as an academic administrator or as a member of the Board of Governors shall be placed at a salary step determined by the Board and consistent with the provisions of this Agreement concerning promotion, merit and tenure, and shall enjoy all rights and privileges and accept duties and responsibilities of members according to IV.1.1 and IV.1.2.

III.12 Courses Outside the Regular Academic Session

III.12.1 Where they have voluntarily agreed to do so, and with the consent of the Dean, members may teach one (1) or more university credit course(s) outside the regular academic session, provided they are qualified to teach such course(s), and provided they express a willingness to do so within the deadlines as set out in III.12.1(a). Such consent shall not be withheld unreasonably.

- III.12.1(a)
- i) By October 1st of each year for the Summer Session, Departments/Programs will be advised that the process of planning for Summer, Fall/Winter and Off-campus course offerings has commenced;
 - ii) By November 15th for Summer Session and by January 15th for the Fall/Winter Off-campus programming, a list of the courses to be offered shall be circulated to all members; and,
 - iii) Members shall indicate in writing, after the dates in (ii) above, and by no later than January 30th for Summer (February 15th for Fall/Winter Off-campus courses), if they wish to teach a Summer or Fall/Winter Off-campus credit course.

III.12.1(b) Extension or alteration of any deadlines established in accordance with III.12.1(a) shall require the written joint approval of the Dean (or designate) and of the Association.

- III.12.2** A member who teaches a university credit course under **III.12.1** shall receive the per-course stipend provided for in **VIII.3** of this Agreement, in all cases except:
- (a) as provided in **III.12.3.1** or **III.12.3.2**; or,
 - (b) when the member agrees to teach the course, where it is under-enrolled, on a reduced-stipend basis in accordance with **VIII.3** and with existing practice.
- III.12.3.1** A member may ask that a university credit course or courses under **III.12.1** be considered as partial fulfillment of normal teaching responsibilities, instead of being subject to per-course remuneration. Such a request may only be approved with the agreement of the **Departmental/Program** Committee, the **departmental/program** Chair, and the Dean.
- III.12.3.2** A member who has agreed to teach a course under **III.12.1** may submit a written request to the Dean (copy to the Chair) to bank a course release in lieu of per course remuneration. Banking will be permitted to a maximum of **three (3)** course releases. Use of banked course releases, in order to facilitate identified research projects, shall be subject to the following conditions:
- i) a member's proposal for specific course releases must be submitted in writing to the Dean (copy to the Chair) by October 15 of the academic year prior to the academic year for which the course releases are requested;
 - ii) the proposed course releases must be supported by the member's Chair and approved by the Dean;
 - iii) the **departmental/program** recommendation must consider proposals for course releases in relation to its sabbatical plan (see **IV.5.2.5.1**), and approved course releases shall be appropriately noted on the sabbatical plan;
 - iv) three (3) banked courses are required for a full research leave;
 - v) the research project for full research leave under **III.12.3.2** must be approved by **COAP**, and the report on the research must be submitted to the Dean within three (3) months of return to teaching duties;
 - vi) support or approval for proposed course releases shall not be unreasonably withheld;
 - vii) If the Dean is not satisfied with such an application for research leave, the Dean may deny a research 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 under (a). 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 **unheld**, or that the leave should not be denied.
 - (e) 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)**.
- viii) course releases which are banked in this fashion shall not be the basis for any claim to compensation upon termination of employment or otherwise.

- III.12.4 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.
- III.12.5 Except for the cases provided in III.12.3.1 and/or III.12.3.2, teaching outside the regular academic session shall not count as time of service for any purpose other than compensation.
- III.12.6 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.
- III.13 **Evaluation of Teaching**
- III.13.1 The parties agree that annual assessments of teaching effectiveness by students are valuable in contributing to the improvement of teaching within the University.
- III.13.2 Departments and Programs shall develop and maintain assessment instruments that are appropriate to their academic disciplines, with assistance from the Interactive Learning Centre. These instruments will be made available to students in all courses on an annual basis. Such assessments will be made available in confidence to the **Departmental/Program tenure/permanency/personnel** committees and COAP in cases where the member is under consideration for tenure, promotion or merit on the basis of excellence in teaching.
- III.13.3 Members shall **not** be present when the students assess their teaching and assessments shall not be transmitted to the department or program by the members. Departments or programs shall count the number of assessments transmitted annually for each member. Members may read the assessments after final grades are submitted. Each member's assessment shall be for the confidential information of that member except as

noted in **III.13.2** or, in other cases, at the member's option. Members shall return the same number of assessments, for personnel decisions, as were submitted after the assessment.

- III.13.4** Each faculty member shall be encouraged to create a teaching dossier, consisting of annual teaching evaluations and other information the member deems pertinent. Members may also submit these dossiers for consideration in cases of tenure, merit, and/or promotion. The decision not to submit a teaching dossier shall not be held against a member.
- III.14** Procedures for Voluntary Transfer and Cross-appointment of Faculty
- III.14.1** An individual faculty member from one academic unit may request to be transferred, in whole or in part, to another academic unit, by **written** application to the Dean.
- III.14.2** The agreement of the Dean, the home unit and the receiving unit shall be required for an individual faculty transfer. A member shall be able to grieve if either the Dean or the home unit objects to the transfer. An objection to a transfer by the receiving unit shall not be the subject of a grievance.
- III.14.3** The home unit of cross-appointed faculty must be specified at the time of the cross-appointment. This will automatically be the unit allotted the larger share of the faculty member except (a) in the case where the cross-appointment is on a **.5/.5** basis, and (b) when the cross-appointment is for three (3) years or less. In these cases, the faculty member has the right to select the home unit.
- III.14.4** The home unit of a cross-appointed faculty member has the primary responsibility for making personnel recommendations regarding merit awards, tenure and promotion. In making such recommendations, the home unit must request and duly consider the evaluation of the other unit concerning teaching, scholarship and university service, as appropriate. Where the individual requests it, tenure and promotion committees will also include a representative from the non-home unit, with full voting rights.
- III.14.5** The leaves and sabbaticals requests of cross-appointed faculty are to be processed, at the **departmental/program** 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.

- III.14.6 The proportion of a cross-appointed faculty member located in each of the units involved must be specified at the time of cross-appointment. Normally, cross-appointments will be allocated on a .7/.3 basis.
- III.14.7 The teaching and other responsibilities allocated to a cross-appointed faculty member in each academic unit should be approximately proportional to the norms accepted by that unit. However, by agreement between the units and the individual, these proportions may be regarded flexibly. In the event of a dispute, the Dean would be arbiter and have the final decision.
- III.14.8 The cross-appointed faculty member has the same rights of participation in each of the units as if located as a regular full-time member of those units. In cases which concern both units, the cross-appointed member should not vote twice on the same issue.
- III.14.9 Cross-appointments and transfers may be for a definite term (up to 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.

CHAPTER IV

TERMS AND CONDITIONS OF EMPLOYMENT

IV.1 Duties and Responsibilities

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

- i) to perform the teaching duties allocated by the member's departmental or program Chair under the procedures outlined in IV.2.1 below; and, following the requirements of Senate regulations, to assume the responsibilities inherent in teaching at Trent University, notably but not exclusively:
 - (a) the preparation of, and reasonable adherence to, academic course syllabuses;
 - (b) conscientious grading of student assignments;
 - (c) availability for student consultations, including the posting of reasonable office hours;
 - (d) meeting with scheduled tutorial, seminar, laboratory, and lecture groups as specified in course syllabuses, except for reasonable change upon due notice where possible;
 - (e) submission of mid-year and final grades as required by departmental/program practice and the requirements of Senate;
- ii) to engage in research and other professional activities of a scholarly nature; and
- iii) to accept a fair and reasonable share of administrative responsibilities through participation, as requested, in departmental, program, and University committees with the exceptions noted in IV.2.1.4.2; and to act as academic advisors within the college framework of the University, advising and assisting student advisees.

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

- i) to perform the library duties allocated in the member's position description, and consistent with the procedures outlined in IV.2.2, provided that the assignment of "other duties as required" does not interfere with the degree of specialization required to meet the requirements for promotion and career development;
- ii) to accept a fair and reasonable share of administrative responsibilities through participation as requested in Library and University Committees and take an interest in and contribute to the shaping of general library policy. (However, Librarians at Ranks I and II shall not be required to serve on non-Library Committees, with the exception of the Library Services Committee.);

- iii) to act as academic advisors within the college framework of the University, advising and assisting student advisees; and,
- iv) to take an interest in and make contribution to at least one of:
 - (a) the profession at large; or,
 - (b) scholarship, research and university teaching.

IV.1.3 Facilities

In order to facilitate members' performance of their duties and responsibilities, the University shall make every reasonable effort to provide the necessary facilities and services to facilitate the work of the members including, but not limited to, provisions for suitable office space, telephone, secretarial, library, duplicating, and computer facilities.

IV.1.3.1 The University shall ensure that the computing needs of members are fairly and equitably treated in the allocation of computer services.

IV.1.3.2 The University shall ensure that the different needs of departments and programs are fairly and equitably treated in the allocation of computer services.

IV.2.1 Allocation of Teaching and Departmental/Program Duties

IV.2.1.1 Teaching, and general departmental/program 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/program's academic program and, when possible, the preference of individual members.

Teaching duties and responsibilities will be determined by the departmental or program Chair following consultation with the appropriate departmental/program committee.

Members shall have the right to request reconsideration of their teaching and departmental/program duties by their departmental or program Chair during the two-week period immediately following its assignment. Failure to request reconsideration in this period negates any right the member has to have the assigned duties reconsidered.

Where a member requests, in writing, that a Chair reconsider his/her teaching and departmental/program duties, the Chair shall be expected to respond to the request, in writing, within ten (10) working days of receipt.

In allocating teaching duties and responsibilities, a departmental or program Chair is expected to take into account factors such as the following:

- i) the number of separate courses taught by each member of the department/program, and the number of scheduled contact hours per course;
- ii) 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);
- iii) the number of students enrolled in each course, particularly where no Laboratory **Demonstrator/Tutorial Leader/Marker** assistance is expected to be provided;
- iv) the number of hours of student counselling per course, and the supervision of graduate students, reading courses and honours theses;
- v) the level (i.e., introductory, upper year, graduate, etc.) and type (i.e., lecture, seminar, etc.) of each course;
- vi) assistance of others in the teaching of the course;
- vii) the individual faculty member's research and scholarship commitments;
- viii) particular consideration of the goal, endorsed by both parties, of fostering the academic development of members newly embarking upon their academic careers; and,
- ix) the university service of individual members;
- x) 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;
- xi) the Dean shall endeavour to ensure that departments and programs 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;
- xii) the Dean shall ensure that members receive the necessary assistance with Reprotext arrangements;
- xiii) 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;
- xiv) the Dean shall administer an Annual Teaching Support Fund as set out in IV.2.1.1.1; and,
- xv) any other relevant factors.

It is not intended that departmental or program Chairs are expected to quantify, in any specific sense, those factors set out above or any others which are deemed to be

relevant. However, it is intended that these complex matters ought to be carefully reviewed by each Chair prior to making a final determination of the allocation of teaching duties and responsibilities of department/program members.

IV.2.1.1.1 There shall be an Annual Teaching Support Fund with a total allocation of \$6.00 per student-course based on the University's total estimated undergraduate enrolment in the current academic year. The Teaching Support Fund shall be used to provide **Departments/Programs** and TUFA members with marking assistance and teaching support. Support from the Fund is not available for **courses** taught on overload. There shall be **two (2)** competitions, one in October for **80%** of the Fund and one in January for **20%** of the Fund, **plus** any **surplus** from the first competition. The monies shall be allocated to individual members through applications to the Departmental **or** Program Chair who shall submit the application on behalf of the **Department/Program** to the Dean. Applications will be made by individual members to **the Department/Program** Chair, who will submit a consolidated request to the Dean of Arts and Science **on** behalf of the **Department/Program**. Appeals **of** the Dean's **or** a **Department/Program** Chair's allocation decisions, including denials, shall be heard by the Vice-president (Academic).

The Teaching Support Fund shall if possible be fully allocated by February 1 of each year. The Dean shall report after February 1 of each year to Joint Committee how the Teaching Support Fund was allocated. Any **unallocated** or unspent **funds** shall be allocated to the Dean's contingency fund.

IV.2.1.2 The Dean shall make every reasonable effort to redress workload imbalances within **individual** departments and programs and among departments and programs.

IV.2.1.3 When an academic department or program suffers the sudden, unexpected **loss** of a member, the Dean may authorize full **or** partial replacement paying **particular** attention to the teaching requirements of the department or program.

IV.2.1.4 University Service

IV.2.1.4.1 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-year period, a member shall not be required to serve more than two (2) years on one (1) or more major University committee (i.e., Senate Budget, USC, COAP, 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**, except in respect **of** the Chair of the Senate Budget Committee.

IV.2.1.4.2 For limited term appointments of two (2) years or less, and for the first three (3) years of probationary appointments at the lecturer **or** assistant professor ranks, members will not be expected to serve on Senate or University committees. Trent University Research Fellows will not be expected to serve on major University committees (see IV.2.1.4.1) during the period of the fellowship.

- IV.2.1.4.3 Lack of service on Senate or University committees during the period of exemption set out in IV.2.1.4.2 will not be considered in renewal, reappointment, promotion or merit decisions.
- IV.2.1.4.4 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.
- IV.2.2** Librarianship
- IV.2.2.1** 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.
- IV.2.2.1.1** 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.
- IV.2.2.1.2** Using the established workload guidelines, the University Librarian, in consultation with the Librarians' Committee, shall determine the normal workload for each librarian employee.
- IV.2.2.1.3** When the Library suffers the sudden, unexpected loss of a member, the Vice-president (Academic) may authorize full or partial replacement paying particular attention to the provision of library service.
- IV.2.2.1.4** 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.

IV.2.3.1 Voluntary Retraining

IV.2.3.1.1 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.2.3.1.2 Plans for retraining shall be arranged amongst the member, the departmental or program Chair, the Chair of the department or program to which the member would be reassigned upon successful completion of the retraining, and the Dean. In the case of librarian members, plans for such retraining shall be arranged between the member and the University Librarian.

IV.2.3.1.3 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.2.3.1.4 All costs reasonably involved in such plans for academic retraining shall be assumed by the Board.

IV.2.3.1.5 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.2.3.2 Technological Changes

IV.2.3.2.1 There shall be no reduction in employment for a librarian member as a result of automation or other technological change.

IV.2.3.2.2 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.2.4 Voluntary Early Retirement

See Appendix D, "Voluntary Early Retirement Program", which is attached hereto and which forms part of this Collective Agreement.

IV.2.5 Absence and Vacation - Faculty

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 IV.1.1 (i) and IV.1.1 (iii) of this Agreement.

IV.2.6 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 IV.1.1 (i) and IV.1.1 (iii), such absence shall be arranged through advance consultation with the member's departmental or program Chair and written notice to the Dean (copy to the Chair) of the arrangements made. Where the absence is unexpected, as a result of illness or disability, and it is anticipated that the absence might extend beyond three (3) working days where teaching duties are scheduled, members shall inform the Dean of the anticipated duration of the absence.

IV.2.7 Members shall also provide information to their departmental or program Chair about their proposed summer schedules, and members shall indicate their anticipated vacation period which shall be in accordance with established practice, shall not be less than two (2) weeks, and shall fall between the day following Spring Convocation and the final week of August. At the same time, members shall indicate where they can be contacted during any prolonged absence from the Peterborough area during the summer months.

IV.2.8 The annual salary for faculty members includes statutory vacation pay.

IV.2.9 Absence and Vacation - Professional Librarians

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

IV.2.10 The annual salary for professional librarian members includes statutory vacation pay, and vacation entitlements and arrangements for scheduling vacations shall be as set out in paragraph V.3.

IV.3 Geographical Limitation for Librarian Members

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.4

Professional Expenses Fund

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 IV.1.1(ii) or IV.1.2(iv) (a) and/or (b) of this Agreement. Claims for reimbursement, together with original evidence of expenditures, shall be submitted to and processed by the Office of the Dean of Arts and Science. Receipts will be retained in the Office for audit purposes.

Any materials remaining after use by the member for purposes of research shall be the property of the University. Nine hundred dollars (**\$900**) shall be credited on the first day of July of each year to the Professional Expenses Fund of each member. On each June 30, unspent portions will be carried over to the next academic year, provided that the total on July 1 of any year will not exceed the sum of professional expenses and flexible benefits made available from the immediately-preceding three (3) years. Balances exceeding this amount on July 1 will have the excess permanently removed therefrom. Such removed balances shall be allocated to the Dean's contingency fund. Professional Expenses Fund entitlements shall be appropriately pro-rated in the case of limited term appointments which have terms of less than one year or duties and responsibilities that are less than full-time.

IV.4.1

Accounting and Claims

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 his or her Professional Expenses Fund in each academic year.

IV.5

Leaves and Sabbaticals

IV.5.1

Definitions

- (a) A leave is a period of absence by a member from duties provided in IV.1, authorized by the Board for a specified period of time and under conditions laid down by this Agreement.
- (b) 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.
- (c) A research leave is equivalent to, and carries the same conditions, benefits and obligations as a sabbatical leave, except as noted elsewhere in this Agreement and except that a research leave is based on banked course releases rather than EYS.
- (d) An academic unpaid leave is a leave for purposes of scholarly research or for teaching and research, other than as provided in IV.2.3.1, during which benefits shall continue as provided in this Agreement.
- (e) A general unpaid leave is a leave granted for purposes other than scholarly research or teaching, during which benefits shall continue as provided in this Agreement.

IV.5.2 Sabbatical Leaves

IV.5.2.1 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.

IV.5.2.2 Accumulation of EYS

IV.5.2.2.1 A member shall be accredited with one-half (1/2) Earned Year of Service (EYS) for each six (6) months of service to the University, including any period of sabbatical leave.

IV.5.2.2.2 A member shall be accredited with one-half (1/2) EYS upon return to duties following an approved Maternity Leave.

IV.5.2.2.3 A member shall be accredited with one-half (1/2) EYS for each six (6) months of unpaid academic leave up to a maximum of two (2) EYS for any continuous period of such leaves.

IV.5.2.2.4 A member shall be accredited with one-half (1/2) EYS for each year of full-time service or equivalent at another university (a) subsequent to the most recent sabbatical or paid leave from such an institution or (b) since initial appointment if no sabbatical or paid leave has been taken, prior to the member's service at Trent University, up to a maximum of three (3) EYS. Allocations of EYS prior to the effective date of this Agreement shall not be subject to reconsiderations under this provision.

IV.5.2.2.5 Upon being granted a first sabbatical leave while holding an appointment at Trent University, a member with two (2) or fewer years of full-time service at another university, or none, shall be accredited with one (1) additional EYS towards that first leave. A member with three (3) years of full-time service at another university shall be accredited with an additional one-half (1/2) EYS towards that first leave.

IV.5.2.2.6 The service of members with part-time appointments shall earn EYS at the same rate as others (see IV.5.2.2.1), according to the length of service, not prorated. However, the percentage of salary to be paid during sabbatical leave (see IV.5.2.7) 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.

- IV.5.2.2.7 Upon being granted a sabbatical leave, a member may elect to **use** any number of previously-accredited EYS towards that leave, and the number of EYS to be used shall be indicated by the member prior to the commencement of the leave. Any accredited EYS not **so** used shall be banked and may be used for a subsequent sabbatical leave.
- IV.5.2.2.8 Notwithstanding any specific EYS entitlements which may be set out in this Agreement, no member may accumulate **EYS** in excess of fifteen **(15)**.
- IV.5.2.2.9 A member, including a member with a part-time appointment, shall be accredited with an additional **EYS** at the end of the academic year in which age 60 is attained. Notwithstanding IV.5.2.2.6, for the purposes of computing EYS for a member on a reduced-time appointment (Article III.3.4) or Voluntary Early Partial Retirement (Appendix **D**), the additional **EYS** at age 60, when paid out during sabbatical leave, shall not be prorated to the portion of reduced service. No **EYS** shall be accredited to a member during the last two (2) years before normal retirement date.
- IV.5.2.2.10 Accumulated **EYS** credits shall not be the basis for any claim to compensation upon a member's retirement, death, resignation, or a member's leaving the University following denial of tenure or dismissal for cause.
- IV.5.2.3 Eligibility
- IV.5.2.3.1 To be eligible for a six-month sabbatical leave, a member shall have accumulated three (3) **EYS**, in addition to any **EYS** granted under IV.5.2.2.4, by the time the leave would commence.
- IV.5.2.3.2 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 IV.5.2.2.4, by the time the leave would commence.
- IV.5.2.4 Entitlement
- A member shall be entitled to a sabbatical leave when the procedures under IV.5.2.5.1 have been carried out, including written authorization from the Board to take such sabbatical leave.
- IV.5.2.5 Scheduling
- IV.5.2.5.1(a) Departmental/Program/Library Plans
- i) After review **by** the Department/Program/Library Personnel Committee, and approval **by** the Departmental/Program/ Librarians' Committee, a departmental/program/library plan for sabbaticals shall **be** submitted to the Dean and COAP by November 15 of each year.

- ii) The departmental/program/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/program/library shall be scheduled to take sabbatical leave.
- iii) The departmental/program/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/program/library. Unless there is a contrary advantage for the academic/professional development of members, conflicting requests shall be resolved by the department/program/library in favour of the member having the greater number of EYS and/or the greater period of time elapsed since the last sabbatical leave.
- iv) The Dean shall review departmental/program three (3) year plans in COAP, and the Dean may require departments/programs to revise such plans on the grounds of departmental/program needs or, where members are cross-appointed to other departments or programs, on the grounds of the needs of those other departments or programs. The University Librarian shall review the library's three (3) year sabbatical plan and may require revisions to the plan on the grounds of library needs. The three (3) year plan shall then be forwarded to the Dean and COAP.
- v) Following any such revision to departmental/program/library plans in any given year, and subject to sub-paragraph IV.5.2.5.1(c), no member shall be displaced by their department/program 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/ program/library plan.

IV.5.2.5.1(b) Application for Sabbatical Leave

Applications for sabbatical leave shall in the first instance be submitted, for information only and not for assessment, to the Departmental/Program/Library Personnel Committee. This procedure is intended solely to assist members in the preparation and formulation of applications for sabbatical leave.

Applications for sabbatical leave shall be made by members in accordance with departmental/program/library three (3) year plans, and shall be forwarded to the Dean by February 15 of the academic year two (2) years prior to the academic year for which the leave is requested.

Applications shall include details of the member's plans for the proposed sabbatical leave, including its relationship to the member's research program and/or professional activity and including the location of the proposed project or projects. The Dean shall ensure that members are made aware of the requirement that updates to curriculum vitae and full curriculum vitae, as required under IV.8.3, must be available for use in consideration of the application.

IV.5.2.5.1(c) 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 President, provided that such recommended leaves are scheduled in departmental/program 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 IV.5.2.8, the Dean may deny a sabbatical leave application. In such cases the following shall prevail:

- i) The Dean shall submit the case for denial to COAP.
- ii) The Dean shall inform the member of the denial and the reasons.
- iii) COAP shall invite the member to respond within two (2) weeks to the case made by the Dean under (i). The response must be in writing and must contain whatever supporting evidence the member deems pertinent.
- iv) After considering the member's response, COAP shall advise the Dean and the member either that the denial should be upheld, or that the leave should not be denied.
- v) Where COAP and the Dean remain unwilling to recommend to the President 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/program leave plans.
- vi) A member denied a sabbatical leave shall continue to be accredited with EYS in accordance with IV.5.2.2.

IV.5.2.5.1(d) Replacements

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

IV.5.2.5.2 Special Authorization

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

IV.5.2.6 Discretionary Replacements

The Dean shall have discretionary power to authorize a limited number of full or partial replacements for teaching members on sabbatical leave. The Vice-president (Academic), 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 Dean shall be on the basis of departmental or program need, paying particular attention to the needs of small departments and programs, and to the provision of the more frequent leaves accruing to departmental/program three (3) year plans. Such replacements shall be allocated as well so as to give effect to special authorizations for sabbatical leave when required.

IV.5.2.7 Salary and Benefits

IV.5.2.7.1 A member granted a six-month sabbatical leave shall receive the percentage of salary, as determined by the provisions of this Agreement, set out in the schedule below:

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

IV.5.2.7.2 A member granted a twelve-month sabbatical leave shall receive the percentage of salary, as determined by the provisions of this Agreement, set out in the following schedule:

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

IV.5.2.7.3 The Board shall provide to the member on sabbatical leave pension, life insurance, medical, dental, and other usual benefits. If the member while on sabbatical leave is on a salary of less than 100% of non-leave salary, the Board shall pay its contributions to the member's benefits as though the member were receiving non-leave salary, and in addition the Board shall pay that portion of the member's contributions, required by the difference between the member's actual salary while on sabbatical leave and non-leave salary. (on-leave salary is defined as the salary that would have been paid were the member not on sabbatical leave.

IV.5.2.7.3.1 Sabbatical Leave Support

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

IV.5.2.8 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 IV.5.2.5.1 (b). This report shall be submitted to the Dean/University Librarian within 90 days of the completion of the leave. The COAP/Library Personnel Committee shall review the reports. A summary of these reports, prepared by the Dean's Office, shall be published annually in the Trent Report or equivalent publication.

IV.5.2.9 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 IV.1.1 (i) to remunerated employment. If alternative employment is part of the member's proposed use of sabbatical leave, this must be reported to the Dean, who may suggest or require a reduction in the number of EYS which may be applied to the sabbatical leave.

IV.5.3 Unpaid Leaves

IV.5.3.1 Procedures

IV.5.3.1.1 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.

IV.5.3.1.2 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.

IV.5.3.1.3 Applications shall be judged with due regard to the academic/professional development of the member applying for the leave, the needs of the department/program/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.

IV.5.3.1.4 Applications for unpaid leave shall be reviewed by the member's departmental/program/library personnel committee and Departmental/Program/Library Librarians' Committee and shall be transmitted promptly to

the Dean by the departmental or program Chair, or in the case of librarians, by the University Librarian, together with the recommendations of these bodies, and the Chair's or University Librarian's own recommendation.

- IV.5.3.1.5** 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.
- IV.5.3.1.6** Following recommendation by COAP, the Dean shall make a recommendation for unpaid leave, including the specifications of the type of unpaid leave, to the President. and the Board shall not unreasonably prolong the communication of a decision on such a recommendation.
- IV.5.3.2** Terms of Unpaid Leaves
- IV.5.3.2.1** 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.
- IV.5.3.2.2** Where warranted by very special, unexpected and unusual circumstances, the maxima specified in **IV.5.3.2.1(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 **IV.5.3.1** and must have the support of the member's Department/Program Committee and the additional leave shall, in every case *where granted*, be regarded as a general unpaid leave.
- IV.5.3.3** Replacements for Unpaid Leaves
- Members granted unpaid leave shall be replaced or partially replaced. Such replacements shall be available to departments/programs or the library to meet the academic/library needs created by the unpaid leave.
- IV.5.3.4** Benefits and Entitlements
- IV.5.3.4.1** The Board shall provide for a period of up to two **(2)** consecutive years to a member **on** unpaid leave pension, life insurance, medical, dental, and other usual benefits. The Board shall pay both **its** contributions and **the** member's contributions, as though the member were receiving non-leave salary **as** defined under **IV.5.2.7.3**. **In** the case of unpaid leaves which entail alternative employment, members shall ascertain whether or not the alternate employer **will** pay the University's share of the above-listed benefits and shall provide copies of the correspondence **to** the Dean.

- IV.5.3.4.2** 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.
- IV.5.3.4.3** A member on general unpaid leave shall not be accredited with career development increments or EYS for the period of such leave.
- IV.5.3.4.4** Where an increase in leave has been authorized in accordance with **IV.5.3.2.2**, COAP may recommend to the Dean the awarding of full or partial benefit entitlements for the extended leave period.
- IV.5.3.4.4.1** Leaves for Probationary Appointees
- Under special circumstances, and upon the approval of the Departmental/Program/Librarians' Committee, the Departmental/Program/Library Personnel Committee, and the Departmental/Program Chair/University Librarian, members on probationary appointments may seek authorization for a maximum of one (1) year of sabbatical 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.
- IV.5.3.4.4.2** Limited Term Appointees
- Members on limited term appointments shall not be eligible for either sabbatical leave or unpaid leave.
- IV.5.4** Other Leaves
- IV.5.4.1** Political Leaves
- IV.5.4.1.1** 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.
- IV.5.4.1.2** Members shall be entitled to political leave for a maximum period of six (6) years in total as provided in Article **IV.5.4.1.5**. 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.
- IV.5.4.1.3** 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.

IV.5.4.1.4 Campaign Period

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

- i) for election to the Parliament of Canada or to the Parliament of Ontario: one (1) month; and,
- ii) for election to a major civic position in Ontario: one (1) week.

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.

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

IV.5.4.1.5 Election

In cases where a member is elected to the public offices referenced in **IV.5.4.1.4**, above, a political leave of absence shall be granted as follows:

- i) Parliament of Canada or Provincial Parliaments: leave of absence without pay for a period not, normally, to exceed a total of six (6) years; and,
- ii) Major paid Civic **Post** in Ontario or Quebec: a pro rata reduction in salary and duties not to exceed **25%**. The member shall meet with the **Dean/University Librarian** within five (5) days of being elected, to make appropriate arrangements for teaching and other duties. The University shall contribute to the University benefit plans on the **basis of** the actual salary paid to the member during the period of the leave.

IV.5.4.1.6

The member normally shall advise the **Dean/University Librarian**, at least six (6) months prior to the expiry of the **political** leave, of his or her intention to return to normal teaching and other duties. A member who intends to remain in elected office after the maximum period specified in **IV.5.4.1.2** shall submit his or her resignation to the **Dean/University Librarian**. If a member continues to serve in elected public office after the maximum period specified under **IV.5.4.1.2**, he/she shall be deemed to have resigned from the University.

IV.5.4.1.7

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**.

IV.5.4.1.8 A member on unpaid political leave shall not be eligible for a Professional Expenses Fund as set out in Article IV.4.

IV.5.4.2 **Pregnancy and Maternity Leave**

In the light of the ongoing professional responsibilities of members, the Board agrees to continue the past practice of allowing female members to choose up to seventeen (17) weeks of pregnancy and maternity leave immediately preceding and/or following the expected date of birth without loss of salary and benefits. In cases of a pregnancy and maternity leave, the teaching component of the member's duties will be replaced, in accordance with current practice, by either full-time or part-time faculty. For Professional Librarian members, the assigned duties component will be similarly replaced.

IV.5.4.3 **Adoption and Paternity Leave**

Subject to providing the Dean, where possible, with prior written notice, a member shall be entitled to leave with full salary and benefits of up to five (5) days on the occasion of adopting a child. Fathers, upon the birth of a child, shall be entitled to the same benefit.

IV.5.4.4 **Parental Leave**

IV.5.4.4.1 A member may take a parental leave following the birth of a child, or the coming of the child into the custody and care of the member for the first time.

IV.5.4.4.2 Parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into custody and care of the parent for the first time. Parental leave ends eighteen (18) weeks after it began, or on an earlier day if at least four (4) weeks' written notice of that day is given to the Dean or University Librarian, as appropriate.

IV.5.4.4.3 Parental leave is available to both parents. For the purpose of Article IV.5.4.4, the definition of parent may include a person with whom a child is placed for adoption or a person who is in a relationship of some permanence with the parent of a child and who intends to treat the child as his or her own.

IV.5.4.4.4 If the parental leave is taken in the context of the birth of a child, it must begin when the maternity leave, if any, ends. Where at the end of the maternity leave the child has not yet come into the custody and care of a parent for the first time, the provisions of section 38(b) of the Employment Standards Act of Ontario shall apply.

IV.5.4.4.5 The Dean or University Librarian, as appropriate, shall be notified, in writing, of the date of commencement of parental leave.

- IV.5.4.4.6** Parental leave is a leave without pay.
- IV.5.4.4.7** The member's and the Board's contributions to the pension and benefits plans during the parental leave shall be paid by the Board on the basis of 100% of salary. For the purpose of sabbatical credits, any period of parental leave shall be considered as a period of service with the University.
- IV.5.4.4.8** When a member returns to work following a parental leave, compensation shall be the same as if the member had not been on leave.
- IV.5.4.4.9** A probationary member on maternity or parental leave shall, upon written request to the Dean or University Librarian at the time of his/her return to duties after the leave, have his/her maximum probationary period increased by one (1) year. In the case of two (2) or more such leaves during his/her probationary period, the maximum probationary period for the member may be increased by a maximum of two (2) years.

IV.5.4.5 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.

If the member qualifies for benefits under the Long Term Disability Plan, the specified benefit (see **VIII.4.1(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 fulfill duties. In an absence of more than two (2) weeks, a medical certificate will be required by the Board, in order that coverage under the Long Term Disability Plan can be initiated. For cases outside Canada the employer may, for either of the above situations, and at its expense, require a second opinion from a mutually acceptable practitioner retained by the employer, and the member shall cooperate with the reasonable requests of such a practitioner.

Members shall notify their departmental or program Chair or University Librarian as soon as possible of their absence and its estimated duration.

IV.5.4.6 Court Leave

- IV.5.4.6.1** Members who are summoned to be witnesses or jurors by a court or any body 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.

IV.5.4.6.2 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.

IV.5.5 Reconsideration of Leave Denial

When the Dean recommends against a request for leave by a faculty member under any of the provisions of IV.5, or recommends against a request for leave by a librarian under the provisions of IV.5.1, IV.5.2 or IV.5.3, the member may request that the President reconsider such recommendation. When the University Librarian recommends against a request by a librarian for leave under the provisions of IV.5.4, the member may request that the President reconsider such recommendations.

IV.6 Outside Professional Activities

IV.6.1 The nature of the professional competence of many members affords opportunities for the exercise of that competence outside the member's regular university duties, **on** both remunerative and non-remunerative basis. Recognizing that such professional activities can bring benefits to and enhance the reputation of the University and the capacity of members, the Board agrees that members have the right to engage in part-time professional activities, paid or unpaid, including participation in learned societies and professional associations, provided that such outside professional activities do not interfere with the performance of the member's duties or the responsibilities of their academic appointment as set **out** in IV.1 of this Agreement.

IV.7 Intellectual Property and Copyright

IV.7(a) 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 IV.7, 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 IV.7. 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 IV.7.6), **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.

IV.7(b) Members with existing protection to intellectual property and copyrights arrangements with the employer may opt for provisions in this Agreement if they so choose.

IV.7.1 Protection of Intellectual Property not Subject to Copyright

- IV.7.1(a)**
- i) 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.
 - ii) 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.1.3 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.
 - iii) 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.
 - iv) 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.
 - v) For the purpose of this Article, the payment of salaries to members shall not be construed as use of the employer's funds.

IV.7.1(b) Subject to Article **IV.7(a)**, Article **IV.7.1(a)** 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.

IV.7.1(c) 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.

- IV.7.1(d)** 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.
- IV.7.1(e)** 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.
- IV.7.1(f)** The costs and expenses involved in obtaining, protecting, maintaining, licensing and commercializing any intellectual property referred to in **IV.7.1(a)** (ii) 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 a IPA will be borne by the member.
- IV.7.1(g)** All royalties received in respect of any intellectual property referred to in paragraph **IV.7.1(a)** (ii) will be deposited in a separate account opened at the University in respect of that intellectual property (the "IP Account"). Where the University incurs expenses with respect to the efforts of an IPA, it may be immediately reimbursed from the appropriate IP Account. Where members incur expenses in respect of intellectual property not exploited by the IPA, they may also be immediately reimbursed from the appropriate IP Account. On April 30 of each year, reimbursement of any outstanding expenses incurred in the preceding year will be made from each IP Account. The amount remaining in each IP Account will be distributed in proportions agreed to by the member and the employer. The employer shall allocate its share to the academic and/or research budget. It may use its share at its discretion to provide such items as, but not exclusively restricted to, equipment and library resources to foster and maintain the academic and research environment generally in the University, and half of such resources shall be designated to acquisition of such resources in the department or program with which the inventor is affiliated. If the amount in any IP Account as of April 30 is not sufficient to reimburse the outstanding expenses of the employer or member as the case may be, those expenses shall be reimbursed to the extent possible and the amount of the deficiency shall be deemed to be expenses incurred in the following year. These funds and accounts shall be maintained in such a way as to be open for inspection to the Association's President or designate.

IV.7.1(h) 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 IV.7.1(a) above. Such right shall not include the right to transfer or exploit any product or process.

IV.7.1(i) 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 IV.7.1(a) above.

IV.7.1(j) Members must verify protection of the employer against liability in the use/application of their independently created works.

IV.7.1(k) 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.

IV.7.2 Copyrights

IV.7.2(a) Copyright

- i) The parties agree that members hold the copyright in all their original literary, dramatic, musical and artistic works, with the exception of secondary print materials forming an integral part of an audio-visual production, which shall be subject to the provisions of Article IV.7.4. 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.
- ii) Sub-paragraph (i) 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.

IV.7.2(b) Copyright in Lectures

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 prepared by and delivered by a member using facilities as defined in Article IV.1.3 shall vest in the member.

V.7.2(c) Theses

From the time when a graduate thesis proposal has been finally approved by the Graduate Studies Committee, it shall be retained by the Graduate Studies Office 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.

IV.7.3 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.

IV.7.3(a) Ownership

- i) 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.
- ii) 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 **IV.7.3(a)** (i) 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.
- iii) Subject to Article IV.7(a), Article **IV.7.3(a)** (i) 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.

IV.7.3(b) 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.

IV.7.3(c) Commercialization

- i) 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.
- ii) Members choosing to make their computer programs commercially available shall inform the employer in writing of their decision.
- iii) The net profits accruing from the exploitation of the computer program shall be shared equally between the employer and the member.

- iv) **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 (Article IV.7.6),**
- v) **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 IV.7.3 (e) (vi) shall cease.**
- vi) **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 separate account opened at the University in respect of that copyright (the "Copyright Account"). Where the employer incurs copyright expenses, it may be immediately reimbursed from the appropriate Copyright Account. On April 30 each year, the employer shall be reimbursed from the appropriate Copyright Account for any outstanding copyright expenses incurred in that year.**
- vii) **Fifty per cent (50%) of the amount remaining in the Copyright Account will be distributed to the employer and the remaining fifty per cent (50%) will be distributed to the member. If the amount in any Copyright Account as of April 30 is not sufficient to reimburse the outstanding copyright expenses of the employer, those copyright expenses shall be reimbursed to the extent possible and the amount of the deficiency shall be deemed to be copyright expenses incurred in the following year.**

IV.7.3(d)

Multiple Copyright Holders

- i) **Where more than one (1) member is an author of a computer program, any reference in this Article IV.7.3 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.**
- ii) **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.**

IV.7.4

Multimedia instructional Material

IV.7.4(a)

- i) The regulations of IV.7.4 apply only to multimedia instructional materials (including secondary-printed materials that are integral to the multimedia instructional materials and shall be only those that are necessary for the proper use of the multimedia material, but shall not include the text or script of the multimedia formats) which are prepared or developed by members in the course of their employment and which are produced with the assistance of direct employer funding or with the use of the employer's production facilities free of charge or at rates lower than those of local commercial establishments. "Multimedia instructional materials" shall include, but are not limited to, films, filmstrips, film loops, **tape/slide** programs, series of overhead transparencies, videotape or television programs, audiotapes, audio or video cassettes, and which are intended for broadcast on radio, television, by teleconference, or to be transmitted or received via the Internet or the World Wide Web.
- ii) A member who uses production facilities outside the University or who pays full commercial rates for the use of **employer's** facilities, is under no requirement to enter into any arrangement with the employer and the employer shall have no right, title or interest in any copyright in any multimedia materials produced under this subparagraph **IV.7.4(a) (ii)**.
- iii) A member who proposes to use direct employer funding or the employer's facilities as described above, shall enter into a written agreement with the employer which is in accordance with this Article.
- iv) For the purpose of this Article, the payment of salaries to members shall not be construed as use of direct employer funding.
- v) Use of facilities as defined in Article IV.1.3 shall not be considered use of the employer's production facilities. Demonstration of use of the employer's production facilities by members lies with the employer.

IV.7.4(b)

Production of Materials

i) Content

Members shall retain all moral rights in the content of multimedia instructional materials, which includes, but is not limited to, the exclusive right to revise, rework or amend any work which, in the opinion of the member, requires updating. The employer shall be notified and provided with an original version of the revised or reworked materials.

ii) Copyright Clearance

The member and the employer shall bear joint responsibility for securing copyright clearance on copyrighted materials which are used in any recorded production. The employer shall have carriage of the application for copyright and shall apply for clearances where necessary.

iii) Academic Credit

- (1) The contribution of the member to any multimedia instructional materials shall be acknowledged in the original copies.
- (2) Contribution to the content of multimedia instructional materials shall, at the request of the member, be included in the member's curriculum vitae and listings of publications and scholarly papers, and in grant applications and reports prepared by the employer.

IV.7.4(c)

Ownership

- i) The member shall hold **fifty** per cent (50%) and the employer shall hold **fifty** per cent (50%) of any right, title to and interest in any copyright in any work defined in **IV.7.4(a) (i)**, subject to the terms laid down in this Article. The joint copyright shall be identified on all copies of multimedia instructional materials. Secondary-printed materials that are integral to the multimedia material shall be considered part of the multimedia material for the purposes of this Article; such printed materials shall be only those that are necessary for the proper use of the multimedia material, but shall not include the text or script of the recording. All other printed materials which are related to the production shall be covered by Article **IV.7.2**. Any dispute over the classification of such printed materials shall be settled in the manner provided for in Article **IV.7.7**.
- ii) Subject to Article **IV.7(a)**, Article **IV.7.4(c) (i)** shall 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.

iii) Assignment

The member(s) shall not assign this copyright or any other rights and responsibilities which issue from this Article without the express written consent of the employer.

iv) Retention of Master Copy

The employer shall retain the master copy of a multimedia recorded production as defined in **IV.7.4(a) (i)**, and shall take reasonable precautions to ensure that any such master copy is not damaged, erased, copied, amended or edited without the authorization of the member(s).

IV.7.4(d)

Internal Use

- i) The internal use of materials defined in **IV.7.4(a) (i)** shall be for an initial period of use to be agreed upon by the member and the employer. Where no agreement is reached, the initial period shall be fixed by the Intellectual Property and Copyright Committee. The initial period of use may be renewed or extended only by agreement between the member and the employer.

- ii) Nothing in this Article shall be construed as permission to the employer or to any agent of the employer to broadcast the recorded works to the general public other than as explicitly provided for by agreement of the employer and the member.
- iii) The use of material licensed for internal use shall not be the basis for a decision by the employer to reduce the size of the department or program of the member who produced the recorded work, nor shall such material be the basis for a decision to lay off or terminate a contract of a member of the bargaining unit.
- iv) Compensation

A member who participates in the production of a multimedia recording covered by IV.7.4 shall not be entitled to receive additional compensation over and above regular salary except for any proceeds as set out in IV.7.4(e) (iv) below. The member shall likewise not receive residual compensation for any re-use within the University.

IV.7.4(e) External Distribution

Where a member has copyright in multimedia instructional material, distribution external to the University shall be only by agreement between the member and the employer and shall be subject to the following:

- i) A fee or royalty shall be charged to third parties wishing to use the work which 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 an agreement as to such fee or royalty, it shall be set by the Intellectual Property and Copyright Committee (Article IV.7.6).
- ii) The employer shall not unreasonably restrain the exploitation of copyrighted works under this section. If within one (1) year of the receipt of an employee's written request for the exploitation of the recorded work, the employer has not commenced negotiations or signed a contract with the member for the exploitation of the recorded work, the employer shall be deemed to have waived any and all rights in the exploitation of the copyright of the said recorded work and shall forego all fees, royalties and other income. In this event, the employer's obligation under paragraph IV.7.4 (e) (iv) shall cease.
- iii) The employer shall not lend or transfer a copy of the recorded work nor allow any agent to lend or to transfer such a copy to any third party outside the University without permission from the member(s).
- iv) The provisions of IV.7.3(c) (vi) shall apply to multimedia instructional materials.

IV.7.4(f) Availability of Resources

On application by the member, the employer, in its sole discretion, may make available to members, without charge, production facilities and funds necessary to produce recorded works for use in the University's educational program.

IV.7.4(g) Amendments. Editorial Changes and Withdrawal

- i) Members who believe their work is unsatisfactory for a proposed use because of obsolescence or other good reason may, subject to the availability of funds and production facilities, require the work to be amended, or may require its use to be withheld, except that the member shall not require such amendments or withholding within one (1) year of the production of the recorded work. Any dispute as to the bona fides of the requirement to amend or to withhold shall be settled in the manner provided for in Article IV.7.6.
- ii) The employer shall have no right to cause a new production, revision or amendment of any multimedia material to be made without written agreement with any member who holds joint copyright in the existing material.

IV.7.5 Passing of Rights

On the death of a member or former member, any rights which the member had derived under this Article IV.7 or any agreement made in pursuance of this Article IV.7 shall pass to the member's estate.

IV.7.6 Intellectual Property and Copyright Committee

The parties agree to establish an intellectual Property and Copyright Committee, which 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:

- i) conduct such business as is referred to it;
- ii) consider proposals for modifications or changes in the intellectual property and copyright Articles of this Collective Agreement;
- iii) mediate any disputes arising out of this Article as per IV.7.7 below;
- iv) receive from the employer any communication on the University's contract with an IP development agency.

IV.7.7 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 Chapter **VI** of this Collective Agreement shall apply.

IV.7.8 Interoretation

In this Article the singular shall **include** the plural and the plural the singular where appropriate.

IV.8 PersonnelFiles

IV.8.1 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.8** shall apply equally to all information banks that contain personal information. Members shall be advised of the location of all such information banks.

IV.8.1.1 A member's personnel file shall be kept in the office **of** the Dean or the University Librarian, with a copy in the office of the Chair of the member's department or program. The personnel file, **as well as** any and all subsidiary or supplementary departmental **or** program personnel files, shall be held **so as** to protect the privacy of the member and shall be accessible (with the exceptions and limitations stated in **IV.8.1** and **IV.8.4.1**) only to the Dean, the Chair of the member's department or program, the members of that department's or program's PersonnelCommittee, and the members of **COAP**.

A member's salary and benefits records shall **he** maintained in a separate file in the Department of Human Resources.

IV.8.1.2 The personnelfile 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.8.1**, above. The personnelfile shall contain only material pertinent to the employment of the member. **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.8.1**, 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.8.2.1** A member shall have the right, upon a minimum of *two* (2) days' written notice to the Dean or University Librarian, and/or *department/program* Chair, to examine *his/her* personnel file during normal business hours. With the limitations stated in **IV.8.1.1**, **IV.8.6.1** and **IV.8.6.2**, there shall be complete access to the file. A member's access to *his/her* 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 *his/her* own expense and at cost, a member shall be provided with a copy of *his/her* personnel file or of any of its contents.
- IV.8.2.2** 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,
- IV.8.2.3** 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.
- IV.8.2.4** A member may request, in writing to the Dean, that certain material in *his/her* 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.8.2.5** Except at the request of a member, no anonymous material shall be kept in *his/her* personnel file. Aggregated statistical information based on evaluations of teaching **is** considered to be anonymous. Except at the request of a member, no anonymous matter shall be used in any decision respecting the terms and conditions of employment, including appointment, of any member.
- IV.8.3** Each member shall submit to the Dean or the University Librarian a curriculum vitae in the form prescribed by the Dean or the University Librarian, with a copy, where appropriate, to the departmental or program Chair, which curriculum vitae shall be brought up to date from time to time or upon an annual request by the Dean or University Librarian.
- IV.8.4.1** None of the contents of any personnel file or other employment-related files as referenced in **IV.8.1.2**, shall be released or made available to any person without the express written permission of the member concerned, **except** that the President may authorize certain officers or agents of the University or of the Association to have access to these files in the context of grievance and dispute resolution, other official administrative purposes, or for purposes contemplated by the Collective Agreement. **In**

such cases, the authorized officers or agents shall hold these files so as to protect the privacy of the individual member, subject to the purpose for which authorization is granted. The member and the Association shall be informed in writing, at least five (5) days prior to such access, with details of the material to which access has been authorized. The member shall be given the opportunity to add to these files a written statement on the accuracy or adequacy of the material before it is released.

- IV.8.4.2 The Dean or University Librarian shall have access without the member's consent to a member's disability status, held in the Department of Human Resources, only if such information is necessary for assessing the member's capacity to carry out his/her workload.
- IV.8.5.1 Letters of reference, assessment, and evaluation of performance of the member solicited for, or used in, career development decisions relating to the appointment, reappointment, or granting tenure to the member shall, three (3) years from the date of the granting of tenure, be transferred to the Office of the President where they shall remain closed for a period of ninety (90) years from the date of birth of the member.
- IV.8.5.2 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.8.6.1 Material less than three (3) years old which was contained in any member's personnel file on February 14, 1997, and which was solicited under an implied or express promise of confidentiality to the author shall be made available to the member, upon request, with the name of the author deleted. Older solicited material shall be destroyed unless the member specifically requests otherwise in writing. Upon such a request, the material remains in the file on the same basis as solicited material less than three (3) years old. Material which was contained in any member's personnel file on February 14, 1997, and which was not solicited shall be deemed not to be confidential and shall be made available in full to the member.
- IV.8.6.2 All unsolicited and solicited material produced or requested on a date later than three (3) months after February 14, 1997, 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.
- IV.9 **Safety**
- The Board shall notify members in detail of any responsibilities under law with regard to the safety of any employees and shall provide the instruction and materials required to meet any such responsibilities. Each member is expected to abide by approved safety rules and procedures and to take every reasonable precaution to minimize the risk of injuries resulting from accidents.

IV.10 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.

IV.11 Reprimand, Warning, and Discipline

No member shall be subject to reprimand or formal warning or to any other form of discipline without just and reasonable cause, but non-renewal of a member with a probationary appointment at the end of the stipulated term or the non-appointment of a limited term member to a further term shall not be considered as disciplinary, but rather shall be dealt with under the appropriate provisions of this Agreement. Such warning or reprimand or other discipline shall be Confirmed in writing to the member and a copy placed in the member's file.

IV.12 Scholarly Misconduct

IV.12.1 The Policy on Scholarly Misconduct (referred to as "the policy"), approved by the Board of Governors of Trent University June 1, 1995, is attached hereto as Appendix C and forms part of this Collective Agreement.

IV.12.2 Any statement made by a member named in an allegation during mediation or settlement discussion at any stage of procedure under the policy, including any meetings held under paragraph III.2 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.

IV.12.3 A member named in an allegation and attending a meeting held as part of a formal investigation under the policy may, if he or she so requests, be accompanied by a representative of the Association or, with the Association's written agreement, be represented by any willing person.

IV.12.4 Where a member of the bargaining unit appeals to the President under paragraph III.12 of the policy, a copy of the President's response shall at the same time be forwarded to the Association.

IV.12.5 A grievance arising out of the imposition of a disciplinary penalty under the policy must be filed by the Association within thirty-five (35) days of receipt of the written notice of disciplinary action under paragraph III.11 of the policy. Such a grievance shall be referred directly to arbitration, notwithstanding any other provisions of Chapter VI of the Collective Agreement, seven (7) days after the date of the grievance. These time limits may be revised by mutual agreement of the parties.

- IV.12.6** 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.
- IV.12.7** 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.
- IV.12.8** 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 Dean's Office, 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.
- IV.12.9** Nothing in this Article limits or restricts the University's rights pursuant to Article 1.3.2 of the Collective Agreement.

CHAPTER V

PROFESSIONAL LIBRARIANS

V.1 Classification, Promotion Requirements and Salary Scales

Except where modified by this Agreement, the document entitled "The Classification, Promotion Requirements and Salary Scale of Librarians", Appendix A of this Agreement, shall remain in force during the life of the Agreement.

V.2 Hours of Work

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.

V.3 Vacation

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.

V.4 Procedures Governing the Appointment of the University Librarian

- V.4.1 The position of University Librarian, when vacant, shall be duly advertised in appropriate Canadian publications, including the CAUT Bulletin and Feliciter, and electronic distribution media relevant to librarians as established by the University Librarian in consultation with the Librarians' Committee, and **these** shall be placed so as to allow sufficient time for applications to receive due consideration.
- V.4.2 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.
- V.4.3 **All** candidates invited by the Search Committee for interview shall also meet librarian members.
- V.4.4 The Search Committee shall consult with librarian members prior to making its recommendations to the President.

V.4.5 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.

V.5 Academic Administrators

Where librarians are appointed to administrative office or as members of the Board of Governors and are excluded by definition from the bargaining unit, they shall be deemed eligible for consideration by the Library Personnel Committee, COAP, and the University Librarian for career development decisions, including merit awards, on the basis of their professional achievements over that period. Where an academic administrator or librarian member on the Board of Governors is awarded a merit award, such shall be in addition to the number provided for in III.9.2.1.

CHAPTER VI

COMPLAINTS GRIEVANCE AND ARBITRATION PROCEDURE AND DISMISSAL FOR CAUSE

- VI.1 A grievance is a claim by a member or group of members, by the Association or by the Board that there has been a violation, misinterpretation, improper application or faulty administration of the terms and conditions of this Collective Agreement.
- VI.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 utilized in **full** good faith before any grievance is brought.
- VI.2.2 When such procedures have produced a decision which has been formally communicated to a member by the President, the Dean, or University Librarian, any grievance alleged by a member against this communicated decision may be submitted as a grievance by the Association to the Grievance Conciliation Panel provided in Article VI.6 below, with formal notice to the President.
- VI.3 Complaints
- VI.3.1 Where ~~there~~ are **no** such procedures provided, 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.
- VI.3.2 Informal discussions among the persons directly concerned in the matter giving rise to a complaint alleged to be **grievable**, covered by VI.3.1, shall commence within fourteen (14) days of when the act or omission giving rise to the complaint has become known or ought reasonably to have become known to the complainant. Such efforts at informal settlement shall not be unreasonably prolonged.
- VI.3.3 If the informal discussions provided in VI.3.2 fail to resolve the complaint within ten (10) days of their commencement, a grievance may be filed by either of the parties to this Agreement. **But** where it is a complaint by a member or group of members which is thought to be **grievable**, the member or members involved, or the Association acting **on** their behalf, shall at this time first give written notice of this complaint to the President (or designate). The President (or designate) shall respond in writing within ten (10) days of receiving this notice, indicating the Board's response to the complaint.
- Such written notice of a complaint thought to be **grievable** may be submitted by a member or group of members without seeking the consent of either of the parties to the Agreement. and its formulation or presentation, and the President's response thereto, shall **not** prejudice the way **in** which the Association **or** the Board may subsequently state a grievance relating to the matters involved.

VI.4 Grievance

VI.4.1 Except for the matters covered in VI.2.1, a formal grievance may be filed by either party, and only by them, within fifty (50) days after the act or omission giving rise to the grievance has become known or ought reasonably to have become known, provided that all the informal steps in VI.3.1, 3.2, and 3.3 have been followed.

VI.4.2 Formal grievance proceedings shall be initiated in these cases by formal notice of grievance to the other party. The party receiving the formal notice shall make formal answer within ten (10) days of receiving this notice.

VI.4.3 The formal Notice of Grievance shall specify, so far as possible, the nature of the matter(s) in dispute, the provision(s) of this Agreement which has(have) allegedly been violated (including reference to past practices or other established authoritative procedures incorporated in this Agreement by articles of inclusion, where appropriate), the manner and date that the matter in dispute became known to the grievor, and the remedy or remedies sought.

VI.5.1 If either side is not satisfied with the disposition of the grievance in the formal response to the notice of grievance, it may submit the grievance to the Grievance Conciliation Panel, including a restatement of the claim in the light of the formal exchange, provided that it acts within fifteen (15) days of the receipt of the response provided for, or within twenty-five (25) days of filing formal notice of grievance, where there is no response.

VI.5.2 in cases involving a communicated decision at the end of a procedure of reviews and appeals, expressly set forth in this Agreement, the Association if it chooses to file a grievance on behalf of a member, shall file it within twenty (20) days of its being communicated to the member, directly with the Grievance Conciliation Panel, including in the notice of grievance the elements required in Article VI.4.3. A copy of any such notice shall be simultaneously provided to the other party.

VI.6 Grievance Conciliation Committee

VI.6.1 A Grievance Conciliation Panel shall be constituted within thirty (30) days of the signing of this Collective Agreement and shall consist of six (6) persons: three (3) persons appointed by the Board and three (3) persons appointed by the Association. All members of the Panel shall hold an academic, academic/administrative, administrative, professor emeritus, or professional librarian position or rank at the University. After such appointment, members of the Committee are not "representing" a party, but shall use their independent judgment in attempting to resolve grievances. The members of the Panel shall choose one of their members as Secretary to receive all formal notifications and communications, keep a cumulative record of all recommendations of Grievance Conciliation Committees, and prepare the agenda for periodic meetings of the Panel. These records of the Panel shall be open to the parties.

- VI.6.2 Each grievance submitted to grievance conciliation pursuant to VI.5.1 or VI.5.2 shall be heard by three (3) members of the Panel, one (1) chosen from the Panel by each party and a Chair chosen by the two (2) conciliators thus selected. If they cannot agree, the choice will be determined by lot.
- VI.6.3 Terms of individuals chosen for the Panel shall be **two (2)** years. **No** person shall sit on the Committee in relation to any grievance which would involve a conflict of interest because of a personal involvement in the matter that gives rise to the grievance. Should a member of the Panel resign, be unable to serve **her/his full** term of office, or be disqualified by conflict of interest, then the party or the Panel members who made the appointment, as the case may be, shall name a temporary replacement, as necessary, or for **the** remainder of that member's term.
- VI.6.4 A Grievance Conciliation Committee shall begin its inquiries into the grievance for which it was appointed within thirty **(30)** days after the **grievance** is referred to it by the Grievance Conciliation Panel, and the Committee shall announce its recommendation within ten (10) days of concluding its inquiries, if possible, and, in any case, within sixty **(60)** days of the Committee being established.
- VI.6.5 The following rules and procedures shall be observed by the Grievance Conciliation Committee:
- VI.6.5.0 It is not intended that the Grievance Conciliation Committee shall possess the powers to summon and enforce the attendance of witnesses and to compel them to give oral or written evidence in the same manner as a court of record in civil cases.
- VI.6.5.1 Each Grievance Conciliation Committee shall determine its own rules of procedure for its inquiries. provided that it gives reasonable opportunity to the parties to make submissions to it, and permits the parties **to** be present during all presentations, and to be represented by persons of their choice, if they **so** choose.
- VI.6.5.2 The Committee shall give the parties reasonable notice of the meetings for the presentation of submissions. The Committee shall not meet with either party in the absence of the other except with the agreement of the other party.
- VI.6.5.3 A quorum of the Committee in all its meetings shall be the three **(3)** members of the Committee.
- VI.6.5.4 The parties shall have access to all documents which the parties deem relevant to the grievance, **and** they shall make these documents available to the Committee if they consider them to be pertinent to its inquiries.

- VI.6.5.5 The parties agree to give full cooperation to these committees in their inquiries, and to use all their authority to secure such cooperation from their members **and/or** officers.
- VI.6.5.6 The Committee shall conduct its inquiries in a manner that shall be and shall be seen to be fair and equitable, and all meetings at which the parties are present shall be open unless either party requests their closure.
- VI.6.5.7 The Committee of the Panel shall render **its** recommendation, including any minority recommendation or recommendations, in writing, and shall send copies to the aggrieved member, the Association, and the Board, and any other member involved or affected by the grievance. The membership of the Committee of the Panel in process of hearing a particular grievance shall not change until its recommendation is rendered, except **with** the written consent of the Association and the Board.
- VI.6.5.8 The records of the Committee shall remain confidential and shall be retained for three (3) years by the Secretary of the Grievance Conciliation Panel.
- VI.6.6.1 The Committee of the Panel shall confine itself to the grievance submitted to it, and shall have no authority to determine any other issue or issues not submitted to it.
- VI.6.6.2 The Committee shall not have jurisdiction to amend or add to any **of** the provisions of this Collective Agreement, nor to give any recommendation inconsistent with the terms **of** the Collective Agreement.
- VI.6.6.3 The Committee shall not be barred from dealing with the substance of a grievance **because** of a technical violation, irregularity or failure to follow procedures in this Collective Agreement.
- VI.6.6.4 By mutual agreement, the parties may elect to refer a particular grievance to a one-person Conciliation Committee. In such cases, the same procedures shall apply, mutatis mutandis.
- VI.7.1 Five (5) days after receiving the recommendation, the parties shall meet to ascertain whether they can reach a formal agreement on the **basis** of the conciliation recommendation.
- VI.7.2 There may be as many such meetings **as** the parties desire, provided that a decision by either party to carry the grievance to arbitration cannot be made later than fifteen (15) days after transmission of the conciliation recommendation to the parties.
- VI.7.3 If a grievance is resolved by the parties prior to arbitration, either on the basis of the conciliation recommendation or **otherwise**, the Secretary **of** the Grievance Conciliation

Panel will be advised, in writing, of the outcome. If the grievance is referred to arbitration, the Secretary will be provided with a copy of the correspondence referring the matter to arbitration. The Secretary will also be provided with a copy of the arbitration award, within five (5) days of receipt by the parties.

VI.8.1 The time limits established by this chapter may be revised by mutual agreement of the parties. By agreement of the parties, the grievances covered by VI.2.2 may be taken directly to arbitration.

VI.8.2 No resolution of a grievance shall constitute a precedent in any subsequent arbitration unless there has been a formal agreement signed by both parties.

VI.8.3 When there is no formal agreement on the resolution of the grievance at these discussions, the parties may nevertheless agree in writing to narrow the issues for arbitration.

VI.9 Arbitration

VI.9.1 Any grievance processed in accordance with the grievance procedures may be submitted to arbitration by either party within fifteen (15) days of receipt of the recommendation of the Grievance Conciliation Committee.

VI.9.2 The notice referring the matter to arbitration shall specify whether the party giving the notice desires a single Arbitrator or a Board of Arbitration, and if the latter, shall specify the party's appointee to the Board of Arbitration and shall be delivered to the other party in writing who shall within fifteen (15) days advise the other party if they do not wish a single Arbitrator, and, if applicable, the name of its appointee to the Board of Arbitration. The party referring the matter to arbitration shall appoint its nominee within five (5) working days of being advised of the appointee of the other party. It is the right of the Board or the Association to have any grievance referred to arbitration heard by an Arbitration Board rather than a single Arbitrator.

VI.9.2.2 Where a single Arbitrator determines the grievance, the following shall apply:

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

Kevin Burkett
Jane Devlin
Pamela Picher
Owen Shime

- (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 her/his 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 either party chooses 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 provided in **VI.9.2.2(a)** and in the manner provided in **VI.9.2.2(b)** and **VI.9.2.2(c)**.

VI.9.3 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.

VI.9.4 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.

VI.9.5 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.

VI.9.6 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 of the Arbitration Board.

VI.9.7 Where the grievance concerns a charge of discrimination pursuant to Articles **1.2.4.1** or **1.2.4.2** and the **grievor** demonstrates the existence of a pattern consistent with discrimination, the **arbitrator(s)** shall require the party against whom the grievance is filed to show that there **was** no discrimination in fact.

VI.9.8 Without limiting the operations of other appropriate provisions of this Chapter, 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.

VI.10 Dismissal for Cause

VI.10.1 Dismissal shall be **only** for just and reasonable cause.

- VI.10.2.1 Dismissal means the termination of any appointment by the Board without the consent of the member. as follows:
- i) for tenured members, before the point of **retirement** established pursuant to this Agreement;
 - ii) for non-tenured members, before the end of the appointment period, as specified in their letters of appointment or re-appointment, and/or as provided under the terms of this Agreement.
- VI.10.2.2 As the sole exception to **the** definitions stated above, neither layoff nor termination of appointment for reasons of financial exigency, pursuant to Chapter **VII** of this Agreement, shall constitute dismissal.
- VI.10.3 **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.
- VI.10.4 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. The President shall advise the Association of the commencement of dismissal proceedings as soon as possible after **the** notification to the member and prior to any meeting between the President and the member. If agreed by the President and the member, there may be additional informal meetings.
- VI.10.5 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.
- VI.10.6 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 personal advisor and/or a representative of the Association.
- VI.10.7 **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.

- VI.10.8 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 VI.10.4 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 by the member and the President under VI.10.4, or, if there were no meetings, after the time limits for such meetings provided in VI.10.4.
- VI.10.9.1 The grounds for dismissal in such a notification shall be stated in sufficient detail to allow the member to prepare a defence, and the provisions of this Agreement thought to apply shall be expressly quoted.
- VI.10.9.2 No later than twenty (20) days prior to the commencement of the arbitration hearings, the member 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.
- VI.10.9.3 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.
- VI.10.9.4 The statement of grounds as provided for under VI.10.8 and restated as provided under VI.10.9.2 and VI.10.9.3 shall constitute the final notification of grounds for dismissal.
- VI.10.10 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.
- VI.10.11 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 has the power to amend technical deficiencies of the dismissal proceedings.
- VI.10.12 The member may terminate the proceedings at any time by resignation. If the resignation is submitted after formal convening of the Arbitration Board, it shall take effect immediately, notwithstanding the provisions of VI.10.5.
- VI.10.13 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.

- VI.10.14 Following commencement of dismissal proceedings, a member shall be relieved of all duties under the provisions of IV.1 of this Agreement, until dismissal proceedings are terminated.
- VI.10.15 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.
- VI.10.16.1 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.
- VI.10.16.2 The President and the member 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.
- VI.10.16.3 Student evaluations completed and prepared in accordance with written University procedures in effect at the time of such evaluations shall be accepted as prima facie evidence without requirement of oral substantiation from students. Peer evaluation of the member by committees under University procedures in effect at the time of such evaluation shall be accepted as prima facie evidence without requirement of oral substantiation from members of those committees.
- VI.10.17 The Board shall make its nominee for the Arbitration Board at the same time as its notification of grounds as provided in VI.10.8, as in a notice taking a grievance to arbitration, pursuant to Article VI.9.2, and the Board shall notify the Association when it notifies the member.
- VI.10.18 If the Association agrees to take the part of the member in the establishment of an Arbitration Board, 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 VI.10.8. 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, the President shall notify the member.
- VI.10.19 If the member notifies the Association within five (5) days of receiving notification of grounds for dismissal, as provided for in VI.10.8, that representation by the Association is not requested, or if the Association does not agree to take the part of the member in the establishment of an Arbitration Board, the member may act independently in establishing and pursuing the arbitration. In such event, the member shall possess all the rights and obligations assigned in these provisions to the parties.

- VI.10.20** If neither the Association nor the member subject to dismissal proceedings has 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 VI.10.8, 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,
- VI.10.21.1** The Arbitration Board in dismissal proceedings shall be governed by all the principles which apply to an Arbitration Board established to determine a grievance pursuant to VI.9,
- VI.10.21.2** If the Arbitration Board 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.
- VI.10.22** Under VI.10, 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 VI.10 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.

CHAPTER VII

FINANCIAL EXIGENCY

- VII. 1.1** If the Board believes that a financial exigency, within the meaning of **VII.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 chapter 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 **VII.3** and **VII.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.
- VII.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.
- VII.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.
- VII.3.1** Within five (5) days of the notice specified in **VII.1.1**, the parties shall each nominate a person to an Exigency Review Committee. The persons so named shall not have been employed by the University during the three (3) years immediately preceding such notification. They shall meet at the call of the President, but in any case within five (5) days of their being named, and shall choose a third (3rd) person to serve as Chair. If either party fails to name an appointee within the specified time, or if the **two (2)** appointees fail to agree upon a Chair within five (5) days of their first meeting, the **appointment(s)** may be made by the **Chairman** of the Canadian Human Rights Commission.
- VII.3.2** The Committee shall meet within ten (10) days of the selection of the Chair as specified in Article **VII.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.
- VII.3.3** The Committee's terms of reference shall be to verify whether a financial exigency as defined in **VII.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.

- VII.3.4** The Committee shall also verify whether the reduction in expenses as specified by the Board under **VII.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.
- VII.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.
- VII.3.6** If the Committee finds that an exigency does not exist in the sense of **VII.3.3**, then the Board shall be precluded from invoking the provisions of this chapter for eighteen (18) months from the date of the report.
- VII.3.7** Costs of the Committee shall be borne by the Board.
- VII.3.8** Unless a state of financial exigency has been established in accordance with the provisions of **VII.3.3**, **VII.3.4**, and **VII.3.5**, no members shall be laid off or dismissed without cause.
- VII.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.3.4.1**, **III.3.4.2**, **IV.2.3.1**, **IV.2.4**, and **IV.5.3** 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 and programs 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.
- VII.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 VII.1.2**) and confirmed by the Committee (under **Article VII.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.

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

VII.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 VII.4, the parties shall each name two (2) persons from outside the University as their appointees to the Commission;
- (b) the four (4) persons so named shall meet at the call of the President, but in any case within five (5) days of their being named, and shall choose a fifth (5th) person to act as Chair; if they fail to agree within five (5) days of their first meeting, the Chair shall be appointed by the Chairman of the Ontario Arts Council. The Chair so named shall assume his duties within fifteen (15) days of being named.

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

VII.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.

VII.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 or program 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 VII.3.4 and adjusted under VII.4.

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

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

VII.6.3 The number of members to be laid off in a department or program shall be determined by dividing the reduction required in the department's or program's salaries and benefits budget (as determined under VII.6.1 or VII.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.

VII.7.1 If, following the thirty-day period specified in VII.4, a need for layoffs remains, departments and programs shall be notified of that fact by the Dean. Within five (5) days of such notice, a Special Committee shall be established in each department and program, constituted as follows:

- (a) as Chair, a member of the department or program elected by a two-thirds (2/3) vote of members within the department or program; 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.

VII.7.2 The Special Committee may designate not more than twenty per cent (20%) of members in the department or program (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 Dean and the parties within fifteen (15) days of its formation according to VII.7.1. If the Special Committee for a department or program 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 VII.9 shall be implemented notwithstanding.

VII.8 The following shall be exempt from layoff under the provisions of Chapter VII: professional librarian members: University professors who were appointed to their positions at least six (6) months prior to the notification of financial exigency under VII.1.1; Chairs of Special Committees under VII.7.1(a); and members who are listed as being exempted from layoff by a Special Committee under VII.7.2.

VII.9 Following the decisions of the Academic Advisory Commission under VII.6.1 or the determination of reductions under VII.6.2, which shall be communicated to the parties, the departments or programs required to lay off members and the members thus affected shall be notified in writing of the fact and, subject to the provisions of VII.6, VII.7, and VII.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 or program are laid off first. Length of service shall be reckoned from the date of tenure at the University, and, failing a distinction there, from the day of first regular appointment in the University, then first appointment in a regular academic position, then first appointment in any full-time academic position.

Thereafter, still failing distinction, the distinction shall be achieved by lot. The Dean shall forward to the President the names of those recommended for layoff.

VII.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.

VII.11 The President shall recommend to the Board the layoff of those members whose names have been forwarded by the Dean and for whom alternatives to layoff have not been found under the provisions of Article VII.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.

VII.12 The Board shall provide each member who is selected for layoff with:

- (a) not less than twelve (12) months' written notice of the proposed date of layoff or salary in lieu thereof; and
- (b) one (1) month's salary for each year of service in the University in an academic rank, as well as a further six (6) months' salary for tenured academic staff provided that, in no case, shall the payment to the tenured members be less than twelve (12) months' salary or more than twenty-four (24) months' salary.

All payments under VII.12 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.

VII.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.

VII.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.

VII.15 Laid-off members who are recalled shall repay any portion of the allowances specified in paragraph VII.12 which exceed their entitlement had they continued to hold their former appointments.

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

CHAPTER VIII

SALARIES AND BENEFITS

VIII.1 Salary Scales

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

VIII.2 Compensation for Departmental and Program Chairs

Chairs and Directors of academic departments/programs/schools shall have the choice of receiving during their term as Chair/Director either an annual stipend of \$4,883 or an additional 1/2 EYS per year of service as Chair/Director beyond those EYS's 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.

The stipend of \$4,883 stated above is for 2002/03. It shall be increased annually thereafter in accordance with the salary adjustment as set out in Schedule AA.

VIII.3 Stipend for Overload Teaching

VIII.3.1 The stipend for courses taught outside the regular academic session payable to members under the provisions of Article III.12 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.

VIII.3.2 Except for courses which are taught as part of normal teaching responsibilities under III.12.3.1 and courses which are banked as provided under III.12.3.2, 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.

VIII.3.3 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.

VIII.4

Benefits

VIII.4.1

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) **EL - Board/employee** premiums as determined by the Federal government.
- (b) **CPP - Board/employee** premiums as determined by the Federal government.
- (c) **WSIB - Board** premiums as determined by the province.
- (d) **Semi-private Hospital Accommodation** - Board pays 100% of this coverage.
- (e) **Extended Health Care** - Single or family coverage, as appropriate. Board pays 100% of premium - \$25 single/\$50 family annual deductible. Coverage includes, but is not limited to, the following:
 - i) Prescription drugs;
 - ii) Private nursing where ordered by attending physician;
 - iii) Difference in cost between semi-private hospital accommodation and private accommodation;
 - iv) Contact the Department of Human Resources regarding details of the further coverage which is provided, including ambulance, prosthetic appliances, speech therapy, etc.
- (f) **Additional Extended Health Benefits** - Board pays 100% of premiums:
 - i) **Vision care** - A two hundred dollar (\$200) optical benefit which shall be available once in any twelve (12) consecutive month time period in accordance with the terms and conditions of the Plan, effective July 1, 2000;
 - ii) **Hearing aids** - to be reimbursed up to five hundred dollars (\$500) every four (4) years per family member;
 - iii) **Deluxe Health Plan While Outside Canada**;
 - iv) **Paramedical Services** - Payment for services of practitioners licensed as Chiropractors, Osteopaths, Chiropractists, 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 two hundred dollars (\$200) per year per family member;

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

Orthodontic Treatment - Single or family coverage, as appropriate; \$2,000 lifetime maximum per eligible family member; 50% co-insurance (i.e., carrier and staff member pay half each of eligible orthodontic fees), effective July 1, 2000;

(g) Group Life insurance - term insurance equal to 1.5 x annual salary (Board pays 100%) - plus optional coverage 2x, 3x, or 4x annual salary, and additional optional survivor income benefits for spouse and/or children. (Employee pays 100% of premium on options.)

(h) Long-term Disability

Board self-insures for absence from sickness/injury for six (6) months (see IV.5.4.5 - 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.

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.

VIII.4.2 The Contributory Pension Plan for TUFA Employees of Trent University (hereafter the "Plan") and the Supplemental Retirement Arrangement for Members of the Contributory Pension Plan for TUFA Employees of Trent University (hereafter the "SRA"), as amended from time to time, form part of the Collective Agreement and may only be altered or amended by mutual written and signed agreement of both parties.

VIII.4.3 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.

VIII.5 Dependents (spouses and children) of members enrolled in the University shall, where they are not successful in receiving a Scholarship under Appendix B, 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.

VIII.6 Retirees

All bargaining unit retirees of 65 or over are entitled to the privileges provided under Senate's April 7, 1996 "Appointments of Professors and Librarians Emeriti" policy. The title under this clause for Professional Librarian retirees shall be "Librarian Emeritus".

VIII.7 Flexible Benefits Plan

VIII.7.1 Each member shall receive an annual Flexible Benefits Plan credit of \$150 (increased to \$200 effective July 1, 2000) which shall be administered in accordance with current practice and may be credited toward:

- (a) Professional Expenses Fund (see IV.4); and/or,
- (b) membership in the Trent University Athletic Facilities, at Faculty rates; and/or,
- (c) Trent University Parking Fees for "Red" parking lots; and/or,
- (d) Trent Express Bus Pass.

VIII.7.2 Each Flexible Benefits Plan credit must be used entirely within the year of its issue and may not be carried forward to future years, except **only** in the case of the Professional Expenses Fund where the "carry-over" rules specified in IV.4 shall apply.

VIII.7.3 Flexible Benefits Plan entitlements shall be appropriately pro-rated in the case of appointments which have terms of less than one year.

VIII.7.4 In the event the tax status of the Flexible Benefits Plan changes such that it becomes a taxable benefit, the arrangement may, at the request of either party, be opened for immediate renegotiation.

SCHEDULE A
SALARY SCALES

| <u>FACULTY</u> | | <u>JULY 1/02.</u> | <u>PROFESSIONAL LIBRARIANS</u> | |
|-----------------------|--------------------------------|--------------------------|---------------------------------------|-------|
| AI | Lecturer | 40,034 | | I.1 |
| A2 | | 42,161 | | I.2 |
| A3 | | 44,287 | | I.3 |
| A4 | | 46,413 | | I.4 |
| A5 | BI Assistant Professor | 48,827 | | II.1 |
| A6 | B2 | 51,251 | | II.2 |
| A7 | B3 | 53,682 | | II.3 |
| A8 | B4 | 56,108 | III.1 | II.4 |
| A9 | B5 | 58,537 | III.2 | II.5 |
| A10 | B6 | 60,963 | III.3 | II.6 |
| (A11) | B7 C1..... Associate Professor | 63,096 | III.4 | II.7 |
| (A12) | B8 C2 | 65,221 | III.5 (II.9) | II.8 |
| | B9 C3 | 67,349 | IV.1 III.6 | II.9 |
| | B10 C4 | 69,477 | IV.2 III.7 | II.10 |
| | B11 C5 | 71,603 | IV.3 III.8 | |
| | B12 C6 | 73,730 | IV.4 III.9 | |
| | B13 C7 | 75,855 | IV.5 III.10 | |
| | B14 C8 | 77,982 | IV.6 III.11 | |
| (B15) | C9 D1..... Full Professor | 79,793 | IV.7 III.12 | |
| (B16) | C10 D2 | 81,638 | IV.8 (III.13) | |
| | C11 D3 | 83,483 | IV.9 (III.14) | |
| | C12 D4 | 85,328 | IV.10 | |
| | C13 D5 | 87,173 | IV.11 | |
| | C14 D6 | 89,017 | IV.12 | |
| | C15 D7 | 90,863 | IV.13 | |
| | C16 D8 | 92,709 | IV.14 | |
| | C17 D9 | 94,849 | IV.15 | |
| | C18 D10 | 96,398 | IV.16 | |
| | (C19) D11 | 98,243 | IV.17 | |
| | (C20) D12 | 100,089 | (IV.18) | |
| | (C21) D13 | 101,934 | (IV.19) | |
| | D14 | 103,778 | | |
| | D15 | 105,623 | | |
| | D16 | 107,468 | | |
| | D17 | 109,314 | | |
| | DIS | 111,159 | | |
| | D19 | 113,005 | | |
| | (D20) | 114,852 | | |
| | (D21) | 116,695 | | |
| | (D22) | 118,540 | | |

NOTE A bracketed rank/step (e.g. C19) designates a corresponding salary step which is attainable in that rank only by way of a merit award.

* See Schedule AA Parity for future revisions to the salary scales

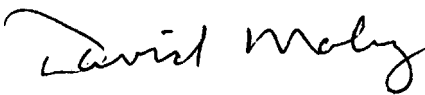
Memo to: All Members of the TUFA Bargaining Unit
From: David Mahy, Associate Vice-president (Human Resources)
Date: July 23, 2003
Subject: **REVISED SCHEDULE A, SALARY SCALES**

Please find enclosed a revised *Schedule A, Salary Scales* which is incorporated into the Collective Agreement (July 1, 2002 to June 30, 2005).

A Memorandum of Understanding **was** signed by the Parties on June 24, 2003, **as** per Schedule AA of the Collective Agreement. The salary increase of 7.80% is arrived **as** follows:

1. The Disparity Correction percentage for 2002-2003 is 4.83%;
2. The Parity Maintenance percentage for 2002-2003 is 2.97%;
3. The salaries of all members of the bargaining unit shall be increased by 7.80%, effective 23:59 Hours on June 30, 2003; the increases shall be paid in July, 2003; and the salary scales in Schedule A of the Collective Agreement shall be amended accordingly.

Please refer to the TUFA website for details on the calculations.



Enclosure

c.c. P. Dawson, President
Trent University Faculty Association

SCHEDULE A
SALARY SCALES

| FACULTY | | | | JULY 1/03 | PROFESSIONAL LIBRARIANS | |
|---------|-------|-------|---------------------------|-----------|-------------------------|----------|
| A1 | | | Lecturer | 43,158 | | I.1 |
| A2 | | | | 45,450 | | I.2 |
| A3 | | | | 47,741 | | I.3 |
| A4 | | | | 50,033 | | II.1 |
| A5 | B1 | | Assistant Professor | 52,636 | | II.2 |
| A6 | B2 | | | 55,249 | | II.3 |
| A7 | B3 | | | 57,869 | | II.4 |
| A8 | B4 | | | 60,484 | III.1 | II.5 |
| A9 | B5 | | | 63,103 | III.2 | II.6 |
| A10 | B6 | | | 65,718 | III.3 | II.7 |
| (A11) | B7 | C1 | Associate Professor | 68,017 | III.4 | II.8 |
| (A12) | B8 | C2 | | 70,308 | III.5 | (II.9) |
| | B9 | C3 | | 72,602 | IV.1 | (II.10) |
| | B10 | C4 | | 74,896 | IV.2 | III.7 |
| | B11 | C5 | | 77,188 | IV.3 | III.8 |
| | B12 | C6 | | 79,481 | IV.4 | III.9 |
| | B13 | C7 | | 81,772 | IV.5 | III.10 |
| | B14 | C8 | | 84,065 | IV.6 | III.11 |
| (B15) | C9 | D1 | Full Professor | 86,017 | IV.7 | III.12 |
| (B16) | C10 | D2 | | 88,006 | IV.8 | (III.13) |
| | | C11 | | 89,995 | IV.9 | (III.14) |
| | | D3 | | 91,984 | IV.10 | |
| | | C12 | D4 | 93,972 | IV.11 | |
| | | C13 | D5 | 95,960 | IV.12 | |
| | | C14 | D6 | 97,950 | IV.13 | |
| | | C15 | D7 | 99,940 | IV.14 | |
| | | C16 | D8 | 102,247 | IV.15 | |
| | | C17 | D9 | 103,917 | IV.16 | |
| | | C18 | D10 | 105,906 | IV.17 | |
| | | (C19) | D11 | 107,896 | (IV.18) | |
| | | (C20) | D12 | 109,885 | (IV.19) | |
| | | (C21) | D13 | 111,873 | | |
| | | | D14 | 113,862 | | |
| | | | D15 | 115,851 | | |
| | | | D16 | 117,840 | | |
| | | | D17 | 119,829 | | |
| | | | D18 | 121,819 | | |
| | | | (D20) | 123,810 | | |
| | | | (D21) | 125,797 | | |
| | | | (D22) | 127,786 | | |

NOTE: A bracketed rank/step (e.g. C19) designates a corresponding salary step which is attainable in that rank

Schedule AA

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, 1999 to June 30, 2000 contract year and each contract year thereafter, an across-the-board scale adjustment effective 23:59 Hours June 30 of each contract year equal to the disparity between average salaries at Trent and average salaries in the Ontario system based on Statistics Canada data for faculty salaries for the immediately preceding academic year shall be calculated in June of each contract year and paid effective 23:59 Hours June 30 of the contract year. For example, in June of 2000 disparity will be calculated on the basis of Statistics Canada data for 1998-1999.

1.3 Parity Maintenance

In addition, commencing with the July 1, 1999 to June 30, 2000 contract year and each contract year thereafter, an across-the-board scale adjustment effective 23:59 Hours June 30 of each contract year for parity maintenance equal to the system average base-salary adjustment for that contract year shall be calculated in June of each contract year and paid effective 23:59 Hours June 30 of the contract year. For example, in June of 2000 parity maintenance will be calculated on the basis of the system average base-salary adjustment for 1999-2000.

1.4 Total Salary Adjustment

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 $\text{SAA} > 0$, (i.e. = greater of zero or the parity maintenance adjustment plus 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 parity maintenance adjustment plus the disparity correction) if the parity maintenance adjustment is less than zero

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

2. METHODS FOR CALCULATING COMPONENTS OF SALARY ADJUSTMENTS

2.1 Comparison Group

"System" means the following universities:

| | | |
|---------------------|-----------------|----------|
| Brock | Carleton | Guelph |
| Lakehead | Laurentian | McMaster |
| Nipissing | Ottawa | Queen's |
| Ryerson Polytechnic | Toronto | Waterloo |
| Western Ontario | 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-rank 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 In each contract year 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 sixteen (16) 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

$$W_i = \frac{N_i}{\sum(N_i)}$$

= (number in cell) divided by (sum of all cells)

where N_i is the number of Trent faculty reported by Statistics Canada in rank-age category i and " $\sum(\dots)$ " means "Sum the quantity within the parentheses over all categories". (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

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

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 Correction

The disparity, **if any**, between Trent average salary and system average salary shall be calculated as

$$\text{DISC} = \frac{100.0 \times (\text{SAS} - \text{TAS})}{\text{TAS}}$$

= 100 times [(system average salary) minus (Trent average salary)] divided by (Trent average salary)

where DISC is called the disparity correction, SAS is calculated as in 2.3.3 and TAS is calculated as in 2.4 (DISC is positive when Trent salaries are less than system salaries, zero when Trent and system salaries are equal, and negative when Trent salaries are greater than system salaries)

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 June 30 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.

3.2 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.

5 **MISCELLANEOUS**

5.1 Notwithstanding the provisions of clauses **1.2** and **1.3** above that any Disparity or Parity Maintenance adjustments will commence from **23:59** Hours June **30, 2000** forward, the parties agree that the Disparity Correction adjustment in February **2000** in accordance with clause **1.5** of the parties' January **27, 1998** Memorandum of Understanding on Parity will be paid retroactively without interest to July **1, 1998** in the event that that Disparity Correction adjustment requires any payment.

5.2 For clarity, the parties confirm that the outcome of the February **2000** Disparity Correction adjustment is relevant to and will be applied in respect of the first Parity Maintenance adjustment referred to in clause **1.3** above. For example, if the Disparity Correction adjustment as per clause **5.1** above was **-3.0** and the first Parity Maintenance adjustment as per clause **1.3** above was **+2.0%**, there would be no scale increase to salaries effective **23:59** Hours June, **30 2000** . Alternatively, if the Disparity Correction adjustment as per clause **5.1** above was **-1.5** and the Parity Maintenance adjustment as per clause **1.3** above was **+2.5%**, there would be a **1.0%** scale increase to salaries effective **23:59** Hours June **30, 2000**.

APPENDIX A

THE CLASSIFICATION, PROMOTION REQUIREMENTS AND
SALARY SCALES OF LIBRARIANS

1. The rank classification for librarians has four (4) levels:
Librarian I, II, III and IV.
2. While Librarians at the beginning of their professional careers will normally be appointed at the floor of Librarian I, a higher initial **rank/ classification** may be assigned with due regard to both professional and non-professional prior experience. Other factors influencing initial **rank/classification** assignment may include market factors and **equity** among **hirings** over the immediately-preceding three-year period. The Library Personnel Committee shall be consulted in **relation** to all initial **rank/classification** assignments for new Librarian appointments.

3. Each rank has a number of **salary** levels or steps above the rank **floor**, as follows:

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

In addition, there are two (2) additional steps at the top of each rank above Librarian I, which may be achieved in each rank only by way of a merit award (see 111922).

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
 - (a) Competence in the performance of duties in the library; interest in general library policy.
 - (b) Interest and activity in at least one of the following:
 - (i) making **contribution** to the profession at large;
 - (ii) scholarship, research, and university teaching;
 - (iii) **university** service or professionally-related community service.

- (iii) III to IV
 - (a) Thoroughly satisfactory in the performance of duties in the library, and an effective contributor to the shaping of library or archives policy.
 - (b) Significant contributions to the profession at large and/or in scholarship, research and university teaching.
 - (c) Active participation in university service or professionally-related community service.
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.
 8. In addition to the steps and other possible salary adjustments, librarians are also eligible for merit awards. Normally, a merit award is recommended only for a librarian who, in the judgment of the Personnel Committee, has made an exceptional contribution since the time of their last merit award. Merit awards are not to be used for the correction of anomalies unconnected with merit.
 9. Of the merit awards that are available in each academic year (see paragraph III.9.2.1), it is understood that one and one-half (1-1/2) per year, on average, shall be available for librarian members. In this regard, it is agreed that "on average" and "shall be available" are to be applied as follows:
 - (a) merit awards shall normally be available on an alternating system of (i) one (1) in one year, and (ii) two (2) the following year:
 - (b) at no time will the librarian members be awarded more than two (2) in one year:
 - (c) the University Librarian shall advise the Dean of Arts and Science, by no later than November 1 of any academic year, of the number of merit awards (either 1 or 2, as above) which will be required in that academic year.

APPENDIX B

SCHOLARSHIP PLAN FOR DEPENDENTS OF MEMBERS

Spouses and eligible dependents of members may apply for a limited number of Faculty Dependents' Scholarships tenable at Trent University. A maximum sum based on the equivalent of fifteen (15) full-time students shall be allocated by the University for each academic year (i.e., 15 x current basic undergraduate tuition fees for a full-time student). Both full-time and part-time students/dependents will be eligible to apply to the Finance Office for a Scholarship in accordance with the criteria set out below. Those who are successful in this closed competition are not eligible for a Tuition Fee Waiver (see VIII.5) during any academic year in which they hold a Scholarship, although they are eligible for other scholarships and bursaries.

Criteria

In order for a spouse or dependent of a member to be eligible for consideration under this Plan, the following initial criteria must be met:

- i) For students who have completed fewer than five (5) full-course equivalents in a University program and who have been granted the Ontario Secondary School Honours Graduation Diploma (OSSHG) or the Ontario Secondary School Diploma (OSSD): a minimum average of 75% in six (6) Grade 13 subjects or six (6) Ontario Academic Courses or six (6) Grade 12 U or U/C courses, or equivalent qualifications from other provincial or national jurisdictions;
- ii) For students who have completed fewer than five (5) full-course equivalents in a University program, but who have not been granted an OSSHG or OSSD: a minimum average of 75% in all University courses taken;
- iii) For students currently enrolled in a University program either on a full-time or part-time basis who have completed a minimum of five (5) full-course equivalents: either a minimum average of 75% in their last sequence of five (5) full courses or a minimum average of 75% in all University courses taken.

Administration of the Faculty Dependents' Scholarship Plan

The awarding of Scholarships under this Plan will be based entirely upon scholastic achievement, and the determination of eligible applicants will be made by the Admissions, Enrolment Planning, and Student Awards Subcommittee. Where the number of eligible applicants who meet the specified criteria exceeds the number of Scholarships available, the Subcommittee shall rank the applicants based upon superior academic performance to a maximum of the equivalent of fifteen (15) full-time students. Successful applicants will be notified by letter.

For the purposes of administering this Plan, an academic year is defined as May 1 to April 30, and scholarships will be available for courses taken over the entire Summer period.

Students who wish to be considered under this Plan must submit a completed Tuition Fee Waiver application form to the Finance Office at least three (3) weeks prior **to** the commencement of the academic session. These applications will be processed in the usual way to allow students to complete course registration. After registration, the Finance Office will provide a list **of** the registered spouses/dependents with their tuition fees to the Admissions, Enrolment Planning and Student Awards Subcommittee for its determination of those eligible to receive Faculty Dependents' Scholarships. The Subcommittee will rank successful applicants and advise the Finance Office in writing **so that** the students may be removed from the Fee Waiver list. The list of successful candidates will also be copied to the Department of Human Resources, which shall advise successful applicants by letter **that** they have been awarded a Faculty Dependents' Scholarship. Applicants **who** were not awarded a Scholarship will remain on the Fee Waiver list and will **be** treated in the normal manner.

In order to distribute available funds to cover all sessions, the Subcommittee will initially allocate an amount equivalent to eleven (11) **x** current basic undergraduate tuition fees for the regular academic session and four (4) **x** current basic undergraduate tuition fees for Summer and Off-campus. Unused Summer and Off-campus allocations will be carried forward to the regular academic session.

APPENDIX C

POLICY ON SCHOLARLY MISCONDUCT

I. Preamble

Early in 1994, the Medical Research Council (MRC), the Natural Sciences and Engineering Research Council (NSERC), and the Social Sciences and Humanities Research Council (SSHRC), in collaboration produced a tri-council policy statement on Integrity in Research and Scholarship. Those involved in research supported by these councils must comply with the tri-council policy statement (copies of which are available from the Office of Research and Graduate Studies). One aspect of the policy is that any institution which receives grants from any of the Councils is required to promote integrity in research and scholarship, and to have in place, by June 1995, procedures for investigating allegations of misconduct in research and scholarship.

II. Scholarly Misconduct

Trent University will take allegations of scholarly misconduct seriously and, as quickly as practicable, will determine their validity and take appropriate action. The University recognizes, however, that not all actions that fail to meet the highest standards of scholarship constitute scholarly misconduct. Scholarly misconduct involves actions or omissions constituting deception, gross negligence, or reckless conduct, and even such misconduct has degrees of seriousness. Factors intrinsic to the process of scholarly research such as honest error, conflicting data, differences in interpretation or judgment of data or experimental design, or professional differences concerning appropriate protocols or practices, do not, in themselves, constitute scholarly misconduct.

"Scholarly misconduct" in research and scholarship means:

- (a) fabrication, falsification, or plagiarism;
- (b) taking unfair advantage of one's access to the work or data of others (for example as a supervisor or peer reviewer), including deliberate damage;
- (c) material non-compliance with federal or provincial statutes or regulations, or with University regulations for the protection of researchers, human subjects or the public or for the welfare of **laboratory** animals, or material failure to meet other reasonable legal and contractual requirements that relate to the conduct of research;
- (d) failure to reveal any material conflict of interest to those who commission reviews of research grant applications or manuscripts, or testing of products for sale or distribution to the public;
- (e) failure to reveal to the University any material financial interest in a corporation or other entity that contracts with the University to undertake research, particularly research involving the corporation's or other entity's products. Material financial interest includes ownership, substantial stock-holding, directorship, and significant honoraria or consulting fees, but does not include small stock-holding in a large, publicly-traded company.

III. Procedures

The following procedures are intended to address scholarly misconduct on the part of anyone involved in research within the University. They apply to all faculty, professional librarians and staff, and ~~to~~ undergraduate and graduate students insofar as they are involved in funded research. 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 the Dean of Research and Graduate Studies or the Dean of Arts and Science.

1. A formal allegation of scholarly misconduct must be written, dated and signed, and directed to the Dean of Research and Graduate Studies within one month of the evidence on which it is based becoming known. The written allegation must include all pertinent details and supporting evidence. When the Dean of Arts and Science or Dean of Research and Graduate Studies is named in an allegation, the President or a designateshall replace the Dean of Arts and Science or Dean of Research and Graduate Studies wherever they have a role in these procedures.
2. Upon receiving or making a formal allegation, the Dean of Research and Graduate Studies shall notify the person named in the allegation. The Dean of Research and Graduate Studies shall endeavour to clear up misunderstandings and to mediate disputes where possible, maintaining the highest degree of confidentiality so as to protect the reputations and careers of all involved. The Dean of Research and Graduate Studies shall form a judgment as to whether the allegation should proceed to a formal investigation.
3. If the Dean of Research and Graduate Studies 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.
4. If the Dean of Research and Graduate Studies judges that the allegation should proceed to a formal investigation, the person named shall be so informed, promptly and in writing.
5. 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 he or she may elect to be represented by the bargaining agent in any of these procedures.
6. The Dean of Research and Graduate Studies shall investigate the allegation promptly, fairly, discreetly, and judiciously, and may call on appropriate experts or other individuals in the course of the investigation.
7. The Dean of Research and Graduate Studies shall proceed with due regard for natural justice, and shall ensure that the person named in the allegation is allowed to know any evidence presented and has ample opportunity to respond to that evidence,
8. The investigation shall conclude with a written report to the Dean of Arts and Science, normally within 60 days of its commencement. A copy of the report shall be sent at the same time to the person named in the allegation and to the appropriate bargaining agent if the person is a member of a bargaining unit.

9. If the Dean of Arts and Science holds that clear and convincing evidence of scholarly misconduct (as provided by section 11) is not found, the Dean of Arts and Science shall so inform, in writing, the person named in the allegation, and the University shall take reasonable steps to protect and/or restore the reputation(s) and credibility of the person named and of any other person(s) wrongfully implicated during the procedures.
10. If the Dean of Arts and Science holds that there is clear and convincing evidence of scholarly misconduct (as provided by section 11) the person named shall be notified, in writing, of the infractions under the policy, with a copy to the appropriate bargaining agent if the person is a member of a bargaining unit.
11. If the Dean of Arts and Science proceeds to take disciplinary action, the person named shall be so notified, in writing, with a copy to the appropriate bargaining agent if the person is a member of a bargaining unit. Penalties for employees may include warning, reprimand, restitution, suspension, or dismissal. Penalties for students may include warning, reprimand, restitution, suspension, debarment or expulsion.
12. Upon receipt of written notice of disciplinary action, the person named may appeal to the President, in writing, within seven (7) days. The President shall respond to the appeal, in writing, within fourteen (14) days.
13. Discipline imposed under this policy on a member of a bargaining unit is subject to the grievance and arbitration provisions of the applicable collective agreement.
14. 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.
15. 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.
16. At all times, the University shall take reasonable steps to protect the funds of any external granting/contracting agencies involved. Where required, the University shall notify the relevant funding agencies.
17. Allegations regarding behaviour and events prior to the adoption of this policy fall outside the scope of the policy.
18. This policy is effective upon approval by the Board of Governors of Trent University.
19. This policy, insofar as it affects members of the Trent University Faculty Association bargaining unit, is extended by Article IV.12 of the Collective Agreement between the Board of Governors on behalf of Trent University and the Trent University Faculty Association.

Dated at the City of Peterborough this 23rd day of May, 1995.
 Amended: December 16, 2002

APPENDIX D

VOLUNTARY EARLY RETIREMENT PROGRAM

D.1 Definitions

- D.1.1** "Nominal salary", as defined in **I.1**, 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.
- D.1.2** "Normal salary", for the purposes of this Voluntary Early Retirement Program, means the annual salary to which a member would have been entitled, as determined by nominal salary multiplied by the proportion of full-time, if the member had not opted for either Partial or Full Early Retirement under this Program.
- D.1.3** "Basic salary" means the salary of a partially-retired member which is in the same proportion of normal salary as the member's workload is of workload prior to Voluntary Early Retirement.
- D.1.4** "Actual salary" means the salary received by a partially-retired member, which consists of basic salary and any adjustments made in accordance with provisions in this Agreement.
- D.1.5** "Transition Pension" means the total annual pension payable to a member while on Voluntary Early Full Retirement (see paragraph **D.2.3**, below).
- D.1.6** A partially-retired appointment is one held by a tenured member in accordance with the terms of Article **D.3** (below).

D.2 Voluntary Early Full Retirement

- D.2.1** To be eligible for Voluntary Early Full Retirement, the member must have a Normal Retirement Date of not later than July 1, 2005. In addition, as of the proposed date for commencement of the member's participation in Voluntary Early Full Retirement, the member must be within five years of attainment of Normal Retirement Date, and must have completed at least ten years of pensionable service at Trent University.
- D.2.2** On any July 1 during the five-year period preceding Normal Retirement Date, an eligible member may choose to retire early. In such a case the member shall notify the Dean of Arts and Science (or University Librarian, as the case may be) in writing by no later than September 1, 1997. Upon written acknowledgement of the notification by the Dean (or University Librarian), the arrangements are final and binding upon both the member and the University.
- D.2.3** During each year of Voluntary Early Full Retirement, the member shall be paid an annual Transition Pension equal to the pension that would have been paid, in accordance with the Trent University Pension Plan (with the Actuarial Penalty waived), calculated each year as if the member had continued in employment at the appropriate normal salary during the immediately preceding academic year. In the result, when Normal Retirement Date is attained, the member will receive the pension which would otherwise have been payable had the option for Voluntary Early Full Retirement not been chosen.

- D.2.4.1 **In** addition to Transition Pension entitlement, a member **on** Voluntary Early **Full** Retirement shall retain participation in the University's extended health, dental and group life benefit plans (until the attainment of Normal Retirement Date), as well as academic fee waiver/tuition scholarship (under VIII.5 and Appendix B) and retiree's privileges (under VIII.6).
- D.2.4.2 Members who take up permanent residence outside of the province of Ontario shall be required, at their own expense, to arrange for OHIP equivalent medical coverage. Once this has been done, the Department of Human Resources (through the group benefits carrier and in consultation with the member) will make every reasonable effort to provide the extended health coverage set out **in** D.2.4.1 above. It is understood however that it may **not** be possible to provide the coverage in some jurisdictions, thereby rendering the extended health coverage in D.2.4.1 inapplicable.
- D.2.5 A decision to opt for Voluntary Early Full Retirement is **final**, and the member may not return to full-time or part-time employment within the bargaining unit.
- D.2.6 These provisions regarding Voluntary Early Full Retirement are subject to any amendments which are (i) agreed to by the parties hereto, and (ii) necessary to ensure acceptance by Revenue Canada and the Trent University Pension Plan.
- D.2.7 A copy of each notification and acknowledgement of Voluntary Early Full Retirement shall be sent to the Association.

D.3 Voluntary Early Partial Retirement

- D.3.1 To be eligible for Voluntary Early Partial Retirement, the member must have a Normal Retirement Date of not later than July 1, 2009. **In** addition, as of the proposed date for commencement of the member's participation in Voluntary Early Partial Retirement, the member must be within ten years of the attainment of Normal Retirement Date, and must have completed at least ten years of pensionable service at Trent University.
- D.3.2 Subject to the eligibility requirements as set out in D.3.1 (above), members may apply to revise their category of employment from full-time to partially-retired, or from part-time or reduced-time to partially-retired with a lower proportion of full-time load, provided that the proportion of a full-time load carried by a partially-retired member shall **not** be less than one-half.
- D.3.3 Applications for Voluntary Early Partial Retirement shall be submitted in writing to the Dean of Arts and Science (or University Librarian) not later than September 1, 1997.
- D.3.4 The status of Voluntary Early Partial Retirement may not extend beyond attainment by the member of Normal Retirement Date.
- D.3.5 Partially-retired appointments remain subject to IV.1.1 (or IV.1.2). The letter from the President or designate confirming the appointment shall state clearly the nominal, normal, basic and actual salaries of the appointee, the reduction in regular duties and responsibilities, the date of commencement of the appointment, and any other special terms and conditions of the appointment. The Board will make every effort to provide the facilities required for active research and scholarship.

- D.3.6 A partially-retired member shall have the same entitlement to sabbatical leave as that provided in paragraph IV.5.2.2 for reduced-time appointments.
- D.3.7 The actual salary of a partially-retired member shall be the sum of basic salary (see D.1.3, above) plus twenty-five per cent (25%) of the difference between basic salary and normal salary. In accordance with D.3.4, entitlement to this additional salary (i.e., the difference between Actual Salary and Basic Salary) expires upon the attainment of Normal Retirement Date.
- D.3.8 A partially-retired member shall be entitled to full benefits based upon normal salary prior to partial retirement. In addition the Board shall pay, with respect to all benefits, the difference between the member's contributions, based upon actual salary, and the contributions required by the member in relation to normal salary prior to partial retirement.
- D.3.9 Partially-retired members may not increase their proportion of full-time employment.
- D.3.10 Where eligible under paragraph D.2.1, a member on Voluntary Early Partial Retirement may apply for Voluntary Early Full Retirement.
- D.3.11 No partially-retired appointment shall take effect until and unless the appointee accepts it and all its terms and conditions in writing, after which time the arrangements are final and binding upon both the member and the University.
- D.3.12 The Dean (or University Librarian) shall respond to each Voluntary Early Partial Retirement request by no later than October 1, 1997. The member shall accept or decline the Voluntary Early Partial Retirement offer by no later than October 15 of the same year. Failure by the member to accept by October 15 voids both the application and the offer.
- D.3.13 A copy of each application for, offer and acceptance of a Voluntary Early Partial Retirement shall be sent to the Association.
- D.4** Duration of the VER Program
- D.4.1 The provisions of this Voluntary Early Retirement Program shall apply as of the date of ratification of this Agreement, with the final date for application being September 1, 1997.
- D.5 Administration of the VER Program
- D.5.1 The Dean or the University Librarian shall make a recommendation to the President with respect to replacement, in whole or in part, of members on Voluntary Early Retirement under this Program.

APPENDIX E

TRENT UNIVERSITY

POLICY ON DISCRIMINATION AND HARASSMENT

30 March 1995

1. PREAMBLE TO THE POLICY

Trent University endeavours at all times to provide a working and learning environment that is supportive of study, scholarship, teaching and research, and the fair treatment of all members of the university community, and that is fundamentally committed to the promotion of free inquiry and expression. Harassment, as defined in section 3 of this policy, may interfere with the exercise of free inquiry and expression. In pursuit of the university's objectives, Trent University recognizes the dignity and worth of every person and aims to create a climate of understanding and mutual respect.

Trent University affirms that all members of the University community have the right to equal treatment under its rules and procedures with respect to employment, services, goods and facilities, without harassment and without discrimination because of race, ancestry, place of origin (birth place), colour, ethnic origin, citizenship, language (except where lack of language competence would clearly prevent carrying out the required duties), creed, clerical or lay status, sex, pregnancy, sexual orientation, age (except as required by statute), marital status, family status (parent/child relationship), number of dependents, handicap (except where the handicap would clearly prevent carrying out the required duties), political or religious affiliation or belief, membership in legal associations, or place of residence (except where distance would significantly restrict carrying out the required duties). (These categories are hereafter referred to as "prohibited grounds.")

Nothing in this policy shall limit or amend the provisions of the collective bargaining agreements between Trent University and trade unions, including the provisions of the academic freedom clause I.2.3 of the TUGA Collective Agreement.

2. POLICY STATEMENT

Trent University prohibits any form of discrimination or harassment that constitutes a violation of a person's rights under the terms of this policy.

This policy applies to all members of the University community: students, academic and non-academic staff, librarians, and administrative staff. The University will take reasonable steps to inform all members of its community about this policy and to advise them about their rights and responsibilities under this policy.

The Human Rights Advisor, responsible to the President, is charged with providing information to the University community and to any member of that community on the University policy, procedures and related matters, and will maintain records and pertinent statistics on the disposition of complaints. The Human Rights Advisor and the Presidential Advisory Committee on Human Rights will collaborate in developing human rights education objectives and events for the University community, including information sessions for supervisory and administrative officers.

Members of the university community are encouraged to resolve harassment and discrimination situations between/among themselves, as informal resolution is often the most effective option. The

Human Rights Advisor is available as a resource person to assist this informal process, as are interested and experienced individuals throughout the university community. Matters involving violation of criminal law (including sexual assault, criminal stalking, criminal libel, criminal intimidation, and the like) fall outside the jurisdiction of this policy. Where there is a threat to the physical health, safety or security of a member or members of the university community, or to their ability to carry out their duties and responsibilities, the University may take immediate action.

The aim of this policy is to resolve disputes involving allegations of discrimination and harassment, including sexual harassment, in a thorough, fair, prompt, and objective manner, and to protect the rights of **both** the complainant and respondent throughout **the** procedures outlined in the policy. Complaints will be handled and resolved as quickly as possible, normally within four months from the time of complaint, to ensure that the rights of all parties are not jeopardized or prejudiced.

At any stage of these procedures, any **member** of the university community has the right to consult with any willing person of his or her choosing, and to be represented by any willing person. The Human Rights Advisor will upon request make available at any stage and to either party a list of experienced and interested people who are able to provide assistance. At the informal stage (section 5) any willing person can accompany, assist or represent individuals seeking informal resolution. At the formal stage (section 7) any willing person may scrutinize for the complainant or **the** respondent. Applications for assistance **and/or** complaints will be treated with appropriate confidentiality subject only to the will of the parties and **the** requirement to disclose information **or** to give evidence according to law such as formal grievance arbitration, Ontario human rights proceedings, or a legal court action.

Nothing in this policy affects any person's right to pursue a complaint with the Ontario Human Rights Commission. Complainants are advised that the **OHRC** normally requires that complaints be filed within six months from the time of the most recent alleged **act** of discrimination or harassment. Should the complainant take formal steps to **commence** proceedings before **the** Ontario Human Rights Commission, **or the courts, or** under collective bargaining agreements, the complaint under this policy shall be terminated; should the respondent take such steps, the complaint under this policy shall be suspended pending the outcome of the proceedings.

3. DEFINITION OF HARASSMENT

- (a) "Harassment" means engaging in a course of vexatious misconduct, which may include verbal misconduct, that is of a serious nature, that is experienced first-hand, that is based on a prohibited ground of discrimination as defined in this policy, and that is known or ought reasonably to be known to be unwelcome. In recognition of the high value accorded to freedom of expression and inquiry and to academic freedom in a university community, the stipulation that a course of activity be vexatious misconduct in order to constitute harassment indicates that communication or expression — including the communication or expression of thought, opinion **or** belief — which is germane to any aspect of academic inquiry or public discourse falls **outside** this definition.
- (b) In addition to harassment based on sex under 3(a), "sexual harassment" means:
- (i) a course of **sexual** solicitations **or** advances, amounting to vexatious misconduct, made to another person **or** persons by a person in a position to confer, grant **or** deny a benefit or advancement to the **person(s)**, where the person making the solicitation **or** **advance** knows or ought reasonably to know that it is unwelcome to the other **person(s)**; **or**

- (ii) any sexual solicitation or advance of a serious nature, made to another person by a **person** in a position to confer, grant or deny a benefit or advancement to that person, where submission to such solicitation or advance is made **either** explicitly or demonstrably a term or condition of the other person attaining the benefit or advancement; or
- (iii) reprisal or threat of reprisal, of a serious nature, for **the** rejection of sexual solicitation or advance under 3(b)(i) or 3(b)(ii), where **the** reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the other person; or
- (iv) a course of vexatious misconduct, comprising sexual solicitations or advances, that is of a serious nature, that is experienced first-hand, that interferes with an individual's work or academic performance, and that persists **after** a clear indication has been given that it is unwelcome; or
- (v) a sexual solicitation or advance by a student, amounting to vexatious misconduct, that is experienced first-hand by another student, that demonstrably and significantly interferes with that student's work or academic performance, and that the student making the solicitation or advance ought reasonably to have known would have that effect.

4. RESOLVING ISSUES OF HARASSMENT WITHOUT A COMPLAINT

Informal resolution, including discussion, conciliation, and mediation, should be the principal means of settling disputes. Many questions and concerns regarding harassment may be handled informally with instructors, co-workers, academic advisors, department heads, fellow students and supervisors. Disputes can often be clarified and resolved by these means. Trent University encourages wherever appropriate the resolution of harassment conflicts by discussion within the departments, colleges or other offices of the University. It is the aim of this policy, and of those charged with carrying out its procedures at every stage, to assist individuals in reaching voluntary settlement of disputes through mutually agreeable remedies wherever possible, so that recourse to sanctions may remain a last resort.

As part of the informal process of resolving disputes, individuals may apply in confidence to the Human Rights Advisor for advice or assistance (see section 5). This application may result in informal resolution. Should the informal assistance stage not succeed in reaching a settlement, a dispute may be pursued to the next stage of a formal complaint at the level of Dean or Vice-President (see section 6).

5. APPLICATION FOR ADVICE OR ASSISTANCE

Advice.

The Human Rights Advisor stands ready to advise all individuals who feel that they may have a rights-related **problem** about their rights under this policy, and about possible options for resolution of the problem. Requests for advice may be made orally.

Assistance.

Any **member(s)** of the University wishing to pursue informal resolution of a dispute **with** the assistance of the **Human** Rights Advisor must apply for that assistance in writing. In some cases, applicants for assistance 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 resolution. The

Human Rights Advisor will make every reasonable effort to assist individuals who feel that they have been harassed in some way that falls under the jurisdiction of this policy to secure a reasonable settlement by mutual agreement within the spirit of this policy.

Deadlines.

Normally, applications for assistance are to be made within four weeks from the time of the most recent incident in a dispute. The Human Rights Advisor may, however, respond to any application for assistance under appropriate extenuating circumstances. The endeavour to resolve the dispute informally with the assistance of the Human Rights Advisor is to be completed within three weeks.

Process.

Upon agreeing to act on an application for assistance which the Human Rights Advisor deems on the face of it to be eligible under this policy, the Advisor will provide at least a written summary of the problem in dispute to the subject of the application, i.e., the other party in the dispute. Only with the agreement of the subject of the application can the Advisor act further on the application.

The Human Rights Advisor will then consult with both parties on options for informal resolution, and will make a good-faith effort within the available time-frame to bring about a mutually agreed resolution and to produce a report that can be signed by both parties. The Advisor may make use of any viable technique (e.g., consultation, conciliation, or mediation), but with only minimal interviewing of third parties, and only such interviewing as is specifically agreed by both parties. At the request of either party, and with the consent of both parties, mediation may involve the assistance of a voluntary, independent mediator. Either party may stop the process at any time by written notice to the Advisor. If informal resolution fails, the completion of the informal assistance process is indicated by the Advisor to both parties in writing.

Privileged Information.

Any and all information that is brought into informal dispute resolution under the jurisdiction of the Human Rights Advisor is to remain strictly privileged, in order to support the chances of successful informal resolution. Privileged information may not be disclosed or brought in evidence at any later stage of procedures under this policy or in procedures outside the University. The Advisor shall not be involved either as fact-finder or as witness in any formal complaint process that may follow an inconclusive application for assistance.

6. **FILING A COMPLAINT**

Normally, members of the University would apply to the Human Rights Advisor for advice or assistance (section 5), before filing a formal complaint. Nevertheless, all members of the University community who allege that they are or have been the direct targets of harassment as defined in this policy (section 3) have a right to file a complaint about that harassment, whether or not they have sought advice or assistance from the Human Rights Advisor (section 5). Members of the University community have a right to participate in complaint proceedings without facing reprisals or threat of reprisals, as long as their participation is not vexatious, malicious, or in bad faith, which may in turn be considered harassing misconduct even if it is not related to the prohibited grounds.

A formal complaint is filed with the Dean of Arts and Science (if either of the two parties, complainant or respondent, is a member of the academic staff or a librarian), or with the Vice-President (Administration) in all other cases. However, a complaint against the Dean is filed with the Vice-president (Administration) and a complaint against the Vice-president (Administration) is

filed with the Dean; a complaint against the President is filed with the Dean and Vice-president (Administration) jointly, and they shall consult with the Chair of the Board of Governors. The complaint must be in writing, must be signed, and must include an account of the alleged misconduct and its circumstances. This complaint will be provided to the respondent, along with all supporting documentation.

Where it appears to the Dean or Vice-President that the complaint is more appropriately handled under another University policy, or that the complaint is not within the jurisdiction of the policy, or that the complaint is trivial, frivolous, vexatious, or made in bad faith, or that the facts upon which the complaint is based occurred more than nine weeks before the complaint was filed, the Dean or Vice-president will normally not deal with the complaint and will advise the complainant in writing of the decision and the reasons for the decision. An appeal for reconsideration may be made to the President within a week, and will be decided by the President within a week.

The intention of the complaint process is to reach a settlement of the dispute, with an appropriate remedy, but it is understood that if voluntary or mediated settlement proves unattainable within the eight week time frame for completing the complaint process, the Dean or Vice-president will make a decision about the nature of the complaint and the appropriate remedy, which latter may take the form of disciplinary sanctions.

Deadlines.

A complaint must be filed within **two weeks** of the unsuccessful completion of the informal resolution (section 5). If the process of informal resolution assisted by the Human Rights Advisor has been bypassed by preference of either party, a complaint must be filed within **nine weeks** of the most recent alleged incident. In exceptional cases only, the Dean or Vice-President may extend these or any other deadlines, provided that he or she is satisfied that the delay is in good faith and that no substantial prejudice will result to any person affected by the delay. In such cases, when in exceptional circumstances a student complainant makes convincing argument to the Dean that the student's status, accreditation, or access to essential services would be substantially prejudiced by engagement of the complaint resolution process prior to the completion of a course and the submission of grades, the complaint process may be suspended and the deadline for notifying the respondent and continuing the complaint process may be delayed until one month following submission of grades.

7. THE COMPLAINT RESOLUTION PROCESS

Process.

After a complaint is initiated, it is immediately communicated to the respondent, along with supporting documentation. The respondent will reply in writing within **two weeks**, and a copy of the reply, along with supporting documentation, is communicated immediately to the complainant.

Within the next six weeks, the Dean or Vice-president, or a delegate, will make a reasonable effort to reach a **final** disposition of the complaint and to ensure that the University's responsibility to administer this policy is satisfactorily discharged. This effort will include consultation with the **two** parties, and may include appropriate fact-finding and investigation, including formal interviews with both parties and pertinent third parties.

Role of Representatives.

All the information that forms the evidence on which a **settlement** or a decision may be based, including both documentary and oral information, will be **scrutinized** by one **representative** named by each of the parties at the beginning of the complaint process. In the acquisition of

oral information, the representatives will act as observers and not as direct participants. The presence and role of the two representatives throughout the process is to improve the quality of evidence and attention to evidence, and to assist in reaching a settlement between the parties where possible.

Complaint Mediation.

At any point in the complaint resolution proceedings, from the point of receipt of the respondent's reply to the point of the final administrative decision about the complaint, at the initiative of the responsible administrative official or delegate, or upon request from either of the parties, but only with the agreement of both parties, a process of mediation—which may involve the assistance of a voluntary, independent mediator—may be attempted to reach a reasonable resolution by mutual agreement. Mediation will not rely on additional fact-finding, and all information exchanged under the process of mediation will remain privileged and not part of the formal facts.

Decision by Dean or Vice-President.

If consultation or mediation fail to reach resolution, and therefore a resolution is decided by the Dean, Vice-president, or delegate, the decision must be based on evidence and argument which are clear and convincing.

Resolution.

The complaint process is completed when a resolution through consultation or mediation is successful and a resolution report prepared by the responsible official is signed by both complainant and respondent, or when the responsible official reports in writing his or her decision about the complaint and the appropriate remedy (or sanction) to both complainant and respondent. The process is to be completed within eight weeks of the complaint. All sanctions that result from the disposition of complaints must be consistent with the disciplinary and grievance procedures established under the University's regulations, collective agreements, employment agreements, or personnel policies which govern the respondent's relationship to the University.

8. APPEAL OF A DECISION

Faculty, Librarian, and Staff Appeals.

Any complainant or respondent who is a bargaining unit member adversely affected by the decision may pursue his or her rights, if any, under the applicable collective bargaining agreement.

Non-union Group Employee Appeals.

Any complainant or respondent who is a non-union group employee adversely affected by the decision may appeal the decision directly to the President within two weeks. The grounds of the available appeal are that there has been a violation, misinterpretation, improper application, or faulty administration of this policy, or, in the case of respondent appeals only, that the sanctions imposed are excessive. Within two weeks of receiving the written appeal, the President will render a final written decision.

Student Appeals.

Any complainant or respondent who is a student adversely affected by the decision may appeal the decision directly to the President within two weeks. The grounds of the available appeal are that there has been a violation, misinterpretation, improper application, or faulty administration of this policy, or, in the case of respondent appeals only, that the sanctions imposed are excessive. In the case of an appeal against sanctions, the President will consult

with the Standing Appeals Committee before reaching a final decision. The Standing Appeals Committee consists of the Chair of the Special Appeals Committee, a college head named annually by the President and a student named annually by the Trent central student government. Within two weeks of receiving the written appeal, the President will render a final, written decision.

9. OVERALL TIME FRAME

| | | | |
|----|----------------|----------------|--|
| 1. | 0 week | Week 0 | Most recent alleged incident |
| 2. | 4 weeks | Week 4 | Deadline to apply for HRA assistance |
| 3. | 3 weeks | Week 7 | Completion of informal resolution effort |
| 4. | 2 weeks | Week 9 | Deadline for filing formal complaint |
| 5. | 2 weeks | Week 11 | Respondent must reply |
| 6. | 6 weeks | Week 17 | Dean/V-P's complaint process and report |
| 7. | 2 weeks | Week 19 | Deadline to appeal to President |
| 8. | 2 weeks | Week 21 | President's final decision |

Note: The process may be completed more quickly at any stage than the indicated maximum time frames. Conversely, two additional weeks may be added at item 4 for appeal if the complaint is disallowed by the Dean or Vice-President. In exceptional and compelling circumstances, the Human Rights Advisor (at the informal stage) and the Dean or Vice-president (at the formal stage) have the authority to extend the time frames as described under sections 5 and 7. For bargaining unit employees, grievance would normally be available from item 6, but is also available at earlier decision points; exceptional delays, in particular, are subject to grievance or appeal. The overall process is designed to permit complainants access to the Ontario Human Rights Commission within its normal deadline of six months after the most recent alleged incident.

APPENDIX F

MEMORANDUM OF UNDERSTANDING

Re: Memorandum of Understanding dated March 15, 1979

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 G

LETTER OF UNDERSTANDING

The Collective Agreement currently provides that bargaining unit members cannot be required to teach Off-Campus or Summer Session courses, but may do so on a voluntary basis. The purpose of this letter is to clarify certain limited circumstances where Off-Campus and/or Summer Session teaching may be required. This is an acceptable requirement where a limited term appointment has resulted from a consolidation of stipendiary positions which had clearly been posted as related to either Off-Campus or Summer Session courses. Similarly, a limited term appointee may be required to undertake such courses where the limited term advertisement clearly specified the Off-Campus and/or Summer requirements. **in** the latter case, where the limited term appointment is for two (2) years or more (either at the outset, or **on** a cumulative basis for an individual who has had previous limited term appointments), the Association's prior consent is required. TUFAs shall respond to any such request for consent within five (5) days of receipt, and such consent may not be unreasonably withheld. Failure to respond shall be regarded **as** consent.

Dated at Peterborough this 13th day of August, 1991.

As Amended 1993.

APPENDIX H

LETTER OF UNDERSTANDING

The parties agree that during the term of the Collective Agreement the Joint Committee will discuss the following matters in a good faith attempt to resolve each of them:

- To the extent necessary, issues arising from the Report of the existing bilateral committee on the Tri-Council Policy on Ethics in and Research Involving Human Subjects;
- File and record keeping regarding human rights investigations and issues related thereto;
- The inter-relationship between this Collective Agreement and other collective agreements with University employee groups;
- Anomalies in rank-step positions of members of the bargaining unit;
- Entry and re-entry into the bargaining unit for academic administrators, college heads and faculty representatives to the Board of Governors.

Dated at Peterborough this 18th day of January, 2000.

APPENDIX I

MEMORANDUM OF AGREEMENT

between

THE BOARD OF GOVERNORS OF TRENT UNIVERSITY ("the University")

and

TRENT UNIVERSITY FACULTY ASSOCIATION ("TUFA")

in the matter of

Tenure-Stream Faculty Staffing 2002-2005

1. The *Provisional Four Year Full-time Faculty Plan (2002/03 to 2005/06)*, produced by the Dean of Arts and Science, dated June 25, 2002 (hereinafter the "Plan"), projects anticipated departures and hirings for **tenure-stream** faculty members. This period supports the first **two** years of the "double cohort".
2. The total number of full-time equivalent tenure-stream appointments *to* be filled in 2002-2003 to start in July 2003 shall be no less than three-fourths of the number indicated in the Plan. The total number of full-time equivalent tenure-stream appointments to be filled in 2003-2004 to start in July 2004 shall be no less than three-fifths of the number indicated in the Plan, subject to modification as specified below.

If in the 2003-2004 academic year, the teaching ratio of student courses to available full-time equivalent faculty members has risen by ten (10) per cent or more from November 1, 2002, the proportion of three-fifths above shall be increased to one. If in the 2003-2004 academic year, the ratio has decreased by ten (10) per cent or more from November 1, 2002, the proportion of three-fifths above shall be decreased to zero.

3. The tenure-stream appointments to be filled under paragraph 2 above shall remain subject to the procedures and requirements specified in III.5 and elsewhere of the Collective Agreement. If fewer positions are filled for an academic year than called for in paragraph 2, or if positions become vacant because of the unanticipated departure of tenure-stream members, these positions will be advertised, to start the following July. Such hirings shall not count towards the guarantees for that year specified in paragraph 2. In the meantime, the positions will be advertised as limited term or stipendiary appointments.
4. The Dean shall, in fulfilling the Plan, attempt to maintain the overall ratio of student courses to available full-time equivalent faculty members current as of November 1, 2002.
5. TUFA will be provided with the staffing tables and enrollment data presented to Faculty Board.

6. Due to uncertainties concerning Trent University's operations outside Peterborough, the provisions above shall apply only to the portions of the Plan dealing with positions at the University's Peterborough campuses. Full-time equivalent tenure-stream faculty positions transferred from Trent's operations outside Peterborough to the Peterborough campuses may be counted towards the hirings for the subsequent academic year required under the provisions above.
7. The provisions above expire at and have no force beyond midnight of June 30, 2005. The expiry of these provisions, however, does not terminate the commitments made under paragraph 3 above.

Dated at Peterborough this 6th day of December 2002.

APPENDIX J

MEMORANDUM OF UNDERSTANDING

Re: Joint Committee on Salary Structure

The parties will establish a Joint Committee to discuss issues arising out of negotiations. The Committee will have some crossover membership with the Parity Committee. The Committee will meet on a regular basis to discuss issues and exchange information with respect to revisions to the salary grid and matters related thereto.

Dated at Peterborough this 16th day of December, 2002.

APPENDIX K

MEMORANDUM OF UNDERSTANDING

Re: Maximum Limited Term Service

In recognition of the potential difficulties in finding qualified staff for the period of the "double cohort", the years, including fractions, served by a limited term appointee during the period July 1, 2002, to June 30, 2005, inclusive, shall not be counted towards the maximum sum as specified in III.4.2.3.3.

Dated at Peterborough this 22nd day of November, 2002.

[Note: **Paragraph 4 of the Memorandum of Agreement below refers to Appendices J, K, and L of 1996-1999 Collective Agreement.**]

APPENDIX L

MEMORANDUM OF AGREEMENT

Between

The Board of Governors on behalf of Trent University ("University")

And

The Trent University Faculty Association ("TUFA")

On

PENSION MATTERS
(CONSISTING OF AMENDMENTS
TO THE COLLECTIVE AGREEMENT)

respecting the adoption of a revised pension Plan,
a new Supplemental Retirement Arrangement ("SRA"),
and other pension and retirement agreements

1. Effective upon the approval of the Plan by all necessary regulatory authorities (hereafter "approval"), the registration of the Plan by Revenue Canada (hereafter "registration"), and the establishment of the SRA, TUFA hereby withdraws the following outstanding grievances filed with respect to the Prior Plan and shall release the University from any and all liability in respect of these grievances:
 - (a) TUFA's May 4, 1993 (re-filed October 21, 1996) maximum retirement pension under the **Income Tax Act and Regulations** grievance;
 - (b) TUFA's October 21, 1996 change of insurance coverage grievance; and
 - (c) TUFA's October 21, 1996 university contributions grievance.

Pending the approval and registration process, it is agreed that the grievances shall be held in abeyance.

2. Article VIII.4.2 of the Collective Agreement is hereby amended by deleting the current language and replacing it with the following:

VIII.4.2 ***The Contributory Pension Plan for TUFA Employees of Trent University*** (hereafter the "Plan"), and the ***Supplemental Retirement Arrangement for Members of The Contributory Pension Plan for TUFA Employees of Trent University*** (hereafter the "SRA"), as amended from time to time, form part of the Collective Agreement and may only be altered or amended by mutual written and signed agreement of both parties;

3. The following *Memoranda of Agreement* form part of the Collective Agreement:
- (a) Numbered paragraphs 1, 2, 3, 4, and 5, including all subsections thereof, and excluding all earlier paragraphs, of the *Memorandum of Agreement on Pension Matters (Consisting of Amendments to the Collective Agreement)*, dated December 11th, 1998; these paragraphs and subsections shall be placed at the back of the Collective Agreement;
 - (b) The *Memorandum of Agreement on Health Care Reimbursements*, dated December 11th, 1998;
 - (c) The *Memorandum of Agreement on 1997-98 University Contributions and the Establishment of the SRA*, dated December 11th, 1998, attached as an Appendix to the SRA;
 - (d) The *Memorandum of Agreement on a Waiver of a Portion of 1998-99 University Contributions*, dated December 11th, 1998, attached as an Appendix to the SRA.
 - (e) The *Memorandum of Agreement on Clauses Concerning Surplus Upon Termination*, dated December 11th, 1998.

The *Memorandum of Understanding on Actuarial Assumptions and Methods*, dated December 11th, 1998, is attached hereto for information purposes only but shall not form part of the Collective Agreement and shall be modifiable as described under Section 14.02 (Actuarial Valuation) of the Plan.

4. The Appendices J, K, and L of the Collective Agreement shall be deleted upon approval and registration of the Plan.
5. (a) This *Memorandum of Agreement to Amend the Collective Agreement on Pension Matters* shall be effective on the date when both of the following have been accomplished:
- (i) the adoption by the Board of Governors of Trent University and by the Trent University Faculty Association of the Plan and the SRA; the parties agree to facilitate any required agreement of the University Pension Committee under the Prior Plan: and
 - (ii) ratification by the Board of Governors of Trent University and by the Trent University Faculty Association of the agreements listed above in paragraph 3.
- (b) In the event that the Plan is not approved or registered in a form acceptable to both parties, the parties shall meet expeditiously and shall endeavour within 60 calendar days to agree to such amendments to the Plan (and to the SRA and such other agreements as may be necessary as a result of such amendments to the Plan) as shall permit the Plan to be approved and registered but as shall also remain consistent with the principles of the *Framework Agreement* of January 30, 1998 and the other agreements between the parties regarding pension and retirement matters since that time.

- (c) **In the event that the parties cannot agree to such amendments as shall permit the Plan to be approved and registered, either party may at any time after the 60 calendar days described above have elapsed request the appointment of Kevin Burkett as mediator/arbitrator, or, in his absence, William Kaplan, and the other party shall agree to such appointment. The parties shall submit any differences as to the proper form of such amendments as shall permit the Plan to be approved and registered to the mediator/arbitrator for determination.**

- (d) **In the event that the Plan is not approved or registered subsequent to a determination by the mediator/arbitrator, unless the University and TUFA agree otherwise, the provisions of the Plan are null and void.**

DATED at Peterborough, this **11th** day of **December, 1998**

 John **Earnshaw, Chief**

 John **Fekete, Chief Negotiator**

 A. Sally Young, Vice-president

 J. Graham Cogley

 Scott Pollard, Associate Vice-president

 Douglas Curtis

 George Nader

FOR THE UNIVERSITY

FOR TUFA

THIS COLLECTIVE AGREEMENT

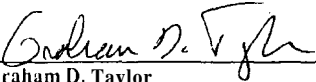
SIGNED AT PETERBOROUGH, ONTARIO

THIS 17th DAY OF SEPTEMBER, 2003

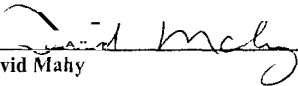
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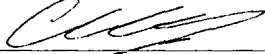
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Graham D. Taylor



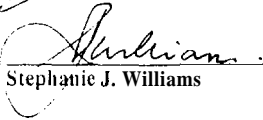
David Mahy



Christopher Metcalfe



Joseph Muldoon




Stephanie J. Williams

For the Association:



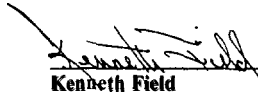
Peter C. Dawson



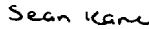
Stefan Bilaniuk



Richard T. Hurley



Kenneth Field



Sean Kane

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