



**THE COLLECTIVE AGREEMENT**

between

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

and

**THE TRENT UNIVERSITY FACULTY ASSOCIATION**

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July 1, 2009 to June 30, 2012

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## CHAPTER I

### GENERAL PROVISIONS

#### I.1

#### Definitions

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

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

**"Association"** means the Trent University Faculty Association.

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

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

**"COAP"** means the Committee on Academic Personnel.

**"Chair" or "Director"** means the academic head of an academic unit duly constituted by Senate and the Board and appointed according to the procedures herein.

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

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

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

**"Department"** means the Departments of Ancient History & Classics, Anthropology, Biology, Canadian Studies, Chemistry, Cultural Studies, Economics, English Literature, Geography, History, Indigenous Studies, International Development Studies, Mathematics, Modern Languages and Literatures, Philosophy, Physics & Astronomy, Politics, Psychology, Sociology, Women's Studies, and any additional departments as may be duly constituted by Senate and the Board.

**"Director of Human Resources"** means the Director of Human Resources as appointed by the Board.

**"Graduate Program"** means any duly constituted graduate program.

**"Joint Committee"** means the Joint Committee on the Administration of the Agreement.

**"Member"** means a member of the bargaining unit.

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

**"Parties"** means the Association and the Board as defined above.

**"President"** means the President and Vice-Chancellor of the University as appointed by the Board.

**"Program"** means the Programs of Business Administration, Computing & Information Systems, Environmental and Resource Science/Studies, Forensics, and any additional programs as may be duly constituted by Senate and the Board.

**"Regular academic session"** means the Fall/Winter terms.

**"School"** means the School of Education and Professional Learning, Trent/Fleming School of Nursing and any additional schools that are duly constituted as such by Senate and the Board and whose programs are subject to external accreditation.

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

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

**"Vice President Academic"** means the Vice President Academic as appointed by the Board.

**Note:** Any reference to "department" or "program" shall be deemed to apply *mutatis mutandi* to undergraduate "departments, programs, and schools."

**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, re-appointment, dismissal, sabbatical leave, fringe benefits, or any other terms and conditions of employment by reason of age (except as required by statute or the retirement provisions of the Trent University Pension Plan), race, language (except where the lack of language competence would clearly prevent the carrying out of the required duties), creed, colour, ancestry, ethnic origin, place of origin (birth place), citizenship, political or religious affiliation or belief, sex, pregnancy, sexual orientation, marital status, family status, number of dependents, clerical or lay status, disability (except where the disability would clearly prevent the carrying out of the required duties), place of residence (except where place of residence at such distance from the University significantly restricts members from carrying out their duties and responsibilities), or membership or activity in the Association or other legal associations.**

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

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

**I.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, or designate, authorize the purchase by the University of equipment, supplies or services from a source in which they or their families have a financial, proprietary or other direct interest.

**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 II.6 of this Agreement. The Joint Committee shall be allowed one (1) month from the date of the request to resolve such issues. The Board may, following due notice to the Association stated in writing, amend, alter, or discontinue existing practices in a reasonable way. Reasonable grounds for altering, amending, or discontinuing existing practices shall include the need of the Board to comply with any of the articles of this Agreement.

**I.3.2** **Management Rights**

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.3.3** **University Policies Affecting Terms and Conditions of Employment**

**I.3.3.1** All university policies affecting the terms and conditions of employment of members of the Association will be consistent with the terms of the Collective Agreement. In case of conflict between this Agreement and any university policy, the terms of this Agreement will take precedence.

**I.3.3.2** Policies referenced in 1.3.3.1 will be subject to grievance and arbitration by either party as provided in Article VI.

**I.3.3.3** Any discipline arising from the policies and their implementation will follow the procedures and, if necessary, the disciplinary actions described in IV.11.

**I.3.3.4** Where the Employer is required by law or government agency to introduce or amend

policies referenced in 1.3.3.1, the Employer may impose such changes only after consultation with the Joint Committee, and, subsequent to such consultation, by serving written notice to the President of the Association of changes it will impose. Should the Association challenge the imposed introductions or amendments such grievance shall begin at Step 3 of the Grievance Process as outlined in VI.3, and shall be filed within fifteen days of receipt of the written notice.

**I.3.3.5** Any amendments to the policies found in this Agreement (Appendices C and E) not required for compliance as per 1.3.3.4 can be made only with the Association's approval.

**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.**

**I.7.3.3** In the case of a member who has withdrawn from the Association under the terms of I.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.

**I.7.4** **Membership Information**

**I.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 I.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.

**I.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.

**I.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.

**I.8.1** **Provision of Facilities**

**I.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.

**I.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.

**I.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.

**I.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.**

**I.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.15.3.2.**

## 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, 2012.

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 Vice President Research, or designate. Where possible, notification of access needs shall be given.

#### II.3 Copies of the Agreement

Within sixty (60) days of the signing of this Collective Agreement, the Board shall prepare and provide to each member a 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.

Such information shall include, but not be limited to:

- a. By November 1<sup>st</sup> of each year, a list of members, by Department or Library, including academic or Librarian rank, type of appointment, year of appointment, and salary. For members on leave, the type of leave shall be indicated.
- b. Copies of the University's Budget and Audited Financial Statements when approved by the Board of Governors, including copies of public documents referred to in the footnotes.
- c. Copies of reports to the Provincial and Federal Governments, such as reports on the "Reaching Higher" targets.
- d. The total number of courses offered by the University and the total number of courses taught by members, by department.
- e. The number of graduate students in each program and the number of members teaching and/or formally supervising graduate students.
- f. By November 1<sup>st</sup> of each year, the names of all Chairs and Directors (including Directors of graduate programs).
- g. Tables from the financial report of Ontario universities (Council of Finance Officers, Universities of Ontario), annually, when available: Table 6 Expense – Operating Trent University and Expense – Operating Total for Universities.

**II.5.1** In addition, the University shall annually compile and make available to the Association the following data:

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

**II.5.1.1** Within 60 days of having received a letter of appointment or reappointment signed by a member, the University will provide the Association with a copy of same.

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 November 1<sup>st</sup> for the preceding July 1<sup>st</sup> to June 30<sup>th</sup> period.

**II.5.1.2** Within 14 days of Board approval, the University will provide the Association with a list of all Board-approved personnel decisions relating to members, including names and the decision specific to each member.

**II.5.1.3** By November 1<sup>st</sup> of each year, the University will provide the Association with a list of all members eligible for retirement without penalty under the faculty pension plan.

## **II.6 Joint Committee on the Administration of the Agreement**

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

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

**II.6.2.1** In addition to performing the various functions assigned in this Collective Agreement to the Joint Committee, the Joint Committee shall administer this Agreement in the spirit of cooperation and mutual respect and shall seek the timely correction of conditions which may give rise to misunderstandings. To that end the Joint Committee shall act in an advisory capacity to the University and the Association concerning the need to amend or modify the Agreement. The Joint Committee shall not have the authority to amend or modify this Agreement. Any amendments or modifications to the Agreement shall not take effect until approved by the University and the Association.

**II.6.3** 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.**

## 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 or permanency criteria (when these have been adopted - see III.7.4 or III.10.4); 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.3.5**            **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.7.3.**

**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.4.1**            **Definition**

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

**III.4.1.1**            **A tenured appointment is an appointment which may be terminated only through resignation, retirement, dismissal for cause, or the procedures set out in Chapter VII.**

**III.4.1.2**            **A probationary appointment is one which is made initially for a four-year term, and which may be extended for a further two-year term. A probationary appointment entitles a faculty member to be considered for reappointment and/or tenure in**

accordance with the provisions of this Agreement.

**III.4.1.3** A **limited term** appointment is an appointment which is, other than in exceptional cases, no less than nine (9) months and no more than thirty-six (36) months in duration. Exceptional cases, include, but are not limited to, those outlined in III.4.2.3.4.

**III.4.2** 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.

For the purpose of sum of term calculations, the number of months of the appointment will be used.

**III.4.2.1** At the discretion of the department/program, and with the consent of the Dean, 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>
4.5	9 month
5.0	10 month
5.5	11 month
6.0	12 month

**III.4.2.2** 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.15.1(a)iii.

**III.4.2.3** 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 nine-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 eighth (8<sup>th</sup>) year of combined limited term and probationary service.

**III.4.2.4** Duties and responsibilities expected of all limited term appointees shall be as set out in IV.1.1 and IV.1.2.

**III.4.2.5** The allocation of teaching and departmental/program duties shall be done following IV.2.1 and IV.2.2.

### **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 voting Chair. No elected member may serve more than two (2) consecutive years. The Library Personnel Committee shall consider applications and make recommendations to the University Librarian concerning all appointments to the Library, and it shall consider all questions of reappointment, renewal, renewal of probationary appointments, promotion, step and merit awards, and requests for unpaid leaves, as defined by this Agreement.

**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 home department/program 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 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.4.2.3.1, previous fractional limited term appointments and previous part-time appointments within the bargaining unit shall be pro-rated.

Notwithstanding this paragraph and paragraph III.4.2.3.1, 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 for Appointment**

**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 PROBATIONARY REAPPOINTMENT OF FACULTY**

### **III.6.1 DEFINITION OF A PROBATIONARY REAPPOINTMENT DECISION**

**III.6.1.1** A decision to reappoint or not to reappoint constitutes a reappointment decision.

**III.6.1.2** A decision to reappoint shall be made by the Board only on the recommendation of the President, who shall first receive a recommendation from the Dean, following the Dean's receipt of a recommendation from COAP and from the relevant

**Departmental/Program Personnel Committee. A decision not to reappoint shall be made by the President.**

**III.6.1.3 Probationary reappointment shall not be granted without a positive recommendation from the President, provided that the Dean and the President each carry out the duties assigned in the probationary reappointment process under this Agreement without determinative procedural or substantive error or bias.**

**III.6.1.4 Probationary reappointments are for a two-year period with effect from the end of the initial probationary appointment.**

**III.6.2 ANNUAL MEETING WITH THE DEAN FOR MEMBERS ON PROBATIONARY APPOINTMENTS**

**III. 6.2.1 The Dean's Office shall contact all members holding probationary appointments to arrange a meeting with the Dean to be held by April 30<sup>th</sup> of each year of the member's probationary appointment to discuss his/her progress towards tenure.**

**III.6.3 ELIGIBILITY TO BE CONSIDERED FOR PROBATIONARY REAPPOINTMENT**

**III.6.3.1 A member holding an initial probationary appointment at the rank of Lecturer or Assistant Professor who is not considered for early tenure (as described in III.7.3.4) during the third (3<sup>rd</sup>) year of the initial four-year appointment shall instead be considered for a probationary reappointment during the third (3<sup>rd</sup>) year of the initial probationary appointment.**

**III.6.3.2 ELIGIBILITY TO BE CONSIDERED FOR REAPPOINTMENT FOR MEMBERS WITH PREVIOUS LIMITED TERM SERVICE**

**III.6.3.2.1 A member with previous combined limited term service within the bargaining unit of one (1) year or less, who is granted a probationary appointment, shall follow the eligibility conditions as set out in III.6.3.1.**

**III.6.3.2.2 A member with previous combined limited term service within the bargaining unit of between one (1) and five (5) years, who is granted a probationary appointment, shall be considered for reappointment and tenure according to the provisions in III.7.3.5.**

**III.6.3.3 EXTENSION OF PROBATIONARY PERIOD**

**III.6.3.3.1 Notwithstanding the various provisions above which define a maximum period of probationary service, a member who has had a pregnancy leave during her probationary period under IV.5.4.2 and IV.5.4.3 or a member who has taken a parental or adoption leave of more than four (4) months during his/her probationary period under IV.5.4.2 and IV.5.4.4 shall, upon written request to the Dean, no later than three (3) months following his/her return to duties after pregnancy, parental, or adoption leave, or by August 1<sup>st</sup> of the year in which he/she was scheduled to be considered for reappointment, whichever is earlier, have his/her consideration for reappointment**

deferred by one (1) year.

- III.6.3.3.2** Similarly, a member who, during the probationary appointment has taken a sick leave under IV.5.4.5 of more than four (4) months may elect to have the consideration for reappointment deferred by up to one (1) year, upon written request by the member to the Dean within six (6) months following return to duties. Where the absence is for one (1) year or more, the deferral of the consideration for reappointment shall be up to two (2) years, upon written request by the member to the Dean no later than six (6) months following return to duties after the absence.
- III.6.3.3.3** On compassionate grounds or in exceptional circumstances, a member may make a request to the Dean that his/her consideration for reappointment be deferred, normally for one (1) year.
- III.6.3.3.4** Notwithstanding the above, the maximum combined extensions granted to a member during his/her probationary appointment and reappointment will normally not exceed a total of two (2) years.

**III.6.4** **CRITERIA FOR PROBATIONARY REAPPOINTMENT**

- III.6.4.1** A candidate for probationary reappointment shall be considered by the Departmental/Program Personnel Committee on the basis of satisfactory progression towards tenure, as per III.7.4.

**III.6.5** **TIMING**

- III.6.5.1** The Dean shall inform the candidate, in writing, by June 30<sup>th</sup> that he/she will be considered for reappointment in the coming academic year. The Dean's letter shall draw the candidate's attention to the relevant sections of this Agreement, including the November 30<sup>th</sup> deadline for the candidate to submit his/her reappointment file.
- III.6.5.2** The Chair of the Departmental/Program Personnel Committee shall inform the candidate by October 31<sup>st</sup> of the year in which he/she is being considered for reappointment that his/her reappointment hearing has been initiated, and he/she shall be afforded until November 30<sup>th</sup> to submit such evidence as required by this Agreement and other such supporting evidence as he/she sees fit. On compassionate grounds or in exceptional circumstances, a member may make a request to the Dean that his/her application deadline be extended, normally for one (1) month.
- III.6.5.3** The Chair of the Departmental/Program Personnel Committee shall forward the Committee's recommendation for or against reappointment to the Dean by the second Wednesday of the winter term. If circumstances prevent the Departmental/Program Personnel Committee from meeting this deadline, the Chair of the Departmental/Program Personnel Committee shall inform the Dean in writing, with a copy to the candidate. COAP, the Dean, and the President will work within a timeline which will, under normal circumstances, permit the President to convey a decision regarding

reappointment to the candidate by June 30<sup>th</sup> of the penultimate year of the initial probationary appointment.

**III.6.5.4** Once a decision to grant reappointment has been made by the Board, it shall take effect on the following July 1<sup>st</sup>. If a decision to grant reappointment is delayed because of reconsideration beyond June 30<sup>th</sup> of the academic year in which the reappointment consideration was initiated, reappointment shall take effect retroactively to July 1<sup>st</sup>. If the candidate has submitted materials by November 30<sup>th</sup> of the year in which he/she is being considered for reappointment and a decision to deny reappointment is nonetheless delayed beyond June 30<sup>th</sup> of the penultimate year of the initial probationary appointment, the candidate shall be granted a further one (1) year limited term appointment, notwithstanding the various provisions of this Article.

**III.6.6** COMPOSITION OF THE DEPARTMENTAL/PROGRAM PERSONNEL COMMITTEE

**III.6.6.1** Departmental/Program Personnel Committees shall be elected annually by and amongst members of the department/program committee. Consideration should be paid to representation of designated groups as defined by Employment Equity legislation. The Chair of the department/program committee serves as the voting Chair of the Departmental/Program Personnel Committee.

**III.6.6.2** When a candidate holds an appointment in more than one department/program, the Departmental/Program Personnel Committee shall also include a member from the non-home department/program, with full voting rights. This member will be appointed by the Dean, in consultation with the Chair of the Departmental/Program Personnel Committee and the candidate.

**III.6.7** REAPPOINTMENT FILES

**III.6.7.1** Candidates are responsible for assembling their own reappointment file and for delivering it to the Departmental/Program Personnel Committee by the date specified in III.6.5.2.

**III.6.7.2** The reappointment file shall consist of all materials provided by the member pursuant to III.6.7.8, and all other material, reports, assessments and candidate responses compiled under this Article.

**III.6.7.3** The reappointment file shall not contain any letters not solicited either by the candidate, according to the provisions of III.6.7.8 (e), or by the Chair of the Departmental/Program Personnel Committee or by the Dean, according to the procedures set out in this agreement, with the exception of the Departmental/Program Personnel Committee's letter of recommendation, the report from COAP (see III.6.9.5), and the Dean's letter of recommendation.

**III.6.7.4** With the exception of assessments of teaching effectiveness by students, the reappointment file shall not contain any unsigned material.

- III.6.7.5** After the reappointment file has been submitted to the Departmental/Program Personnel Committee and before the reappointment file has been forwarded to the Dean, the candidate can add new material to the file only if the new material that the candidate is adding is sufficiently significant that it might affect the recommendation or decision.
- III.6.7.6** No material can be removed from the reappointment file without the agreement of the candidate, the Departmental/Program Personnel Committee, the Dean and the Association.
- III.6.7.7** After submitting his/her reappointment file to the Departmental/Program Personnel Committee, the candidate shall have access to the reappointment file only under conditions specified in III.6.8.5 and III.6.9.4 (ii) below.
- III.6.7.8** By November 30<sup>th</sup>, the Member shall provide the following materials to the Departmental/Program Personnel Committee:
- (a) An up-to-date curriculum vitae indicating clearly research and teaching accomplishments by date;
  - (b) where relevant, copies of publications; copies of creative work (or citations to same); evidence of conference presentations; manuscripts under consideration and evidence of their status; evidence of grant applications; evidence of community-based research projects; a research prospectus explaining the coherence of the candidate's research project(s) and future direction(s);
  - (c) course syllabi; assessments of teaching effectiveness by students, and where relevant, by peers; lab manuals and/or course packs, as appropriate; evidence of reading course, honours, and/or graduate supervision, as appropriate; evidence of curricular or pedagogical development; evidence of professional recognitions such as teaching awards, as appropriate; and other documentation as relevant;
  - (d) any additional information identified in the department/program written standards for the application of the tenure criteria;
  - (e) any additional information about his/her professional accomplishments that the candidate deems relevant.
- III.6.7.9** In addition, the candidate shall include a covering letter which serves as a guide to the candidate's reappointment file for members of the Departmental/Program Personnel Committee, COAP, the Dean, and the President.
- III.6.7.10** The Chair of the Departmental/Program Personnel Committee shall invite members of the candidate's department/program to comment on the candidate's teaching and/or research. With the candidate's permission, the Chair of the Departmental/Program Personnel Committee may contact members of the University outside the candidate's

home department to comment on the candidate's teaching and/or research. The Chair of the Departmental/Program Personnel Committee shall make available the non-confidential parts of the candidate's reappointment file. Confidential materials include annual assessments of teaching effectiveness by students and any letters by students or faculty written with the expectation of confidentiality. Colleagues shall be given at least ten (10) working days to submit their comments. Such written views from colleagues will be added to the candidate's reappointment file.

### **III.6.7.11**      **EXTERNAL ASSESSORS**

**III.6.7.11.1**      Any external assessors sought or required as part of a candidate's reappointment consideration shall be selected according to this Article. The Chair of the Departmental/Program Personnel Committee shall provide to the Dean the names of at least four (4) qualified assessors from outside of Trent, at least two (2) of whom shall be the choice of the Departmental/Program Personnel Committee and at least two (2) of whom shall be the choice of the candidate. The Chair of the Departmental/Program Personnel Committee shall provide the Dean with a brief c.v. and contact information for each of the assessors, as well as a rationale for the selection of assessors. Two assessors, one (1) named by the Departmental/Program Personnel Committee and one (1) named by the candidate, shall be requested by the Dean to furnish assessments of the candidate's research and scholarly promise in accordance with the reappointment criteria as specified in III.6.4. On receipt of the assessors' reports, the Dean shall place them in the candidate's reappointment file.

### **III.6.8**      **RECOMMENDATION OF THE DEPARTMENTAL/PROGRAM PERSONNEL COMMITTEE**

**III.6.8.1**      The members of the Departmental/Program Personnel Committee shall review the contents of the candidate's reappointment file and shall meet to discuss the candidate's reappointment application.

**III.6.8.2**      Quorum for Departmental/Program Personnel Committee meetings, at which a reappointment file is being discussed and/or voted on, shall be all members of the Departmental/Program Personnel Committee, save any members who are in a conflict of interest. Members who are in a conflict of interest will recuse themselves from any Departmental/Program Personnel Committee meetings at which the relevant reappointment file is being discussed and/or voted on.

**III.6.8.2.1**      Committee decisions shall be made by formal vote. Votes shall be conducted by secret ballot. Committee members may not abstain from voting. A simple majority of votes carries. A record of the results of the vote as well as the minutes of all Departmental/Program Personnel Committee meetings shall be forwarded to the Office of the Dean when the Chair of the Departmental/Program Personnel Committee forwards the Departmental/Program Personnel Committee's recommendation to the Dean. Such records are confidential, and the Departmental/Program Personnel Committee's minutes will not form part of the reappointment file. They shall be kept for twelve (12) months after the reappointment decision has been issued or until the end of any related grievance or arbitration.

- III.6.8.2.2** Members of the Departmental/Program Personnel Committee shall maintain confidentiality regarding the Departmental/Program Personnel Committee's deliberations and decisions, unless, as a result of a grievance process, legal or contractual proceedings require otherwise. Committee members who violate this requirement of confidentiality shall be removed from the Departmental/Program Personnel Committee by the Chair of the Departmental/Program Personnel Committee.
- III.6.8.2.3** Notwithstanding the confidential nature of the deliberations and decisions leading to recommendations of the Departmental/Program Personnel committee, any allegations of procedural irregularities may be brought to the attention of the Dean or any TUFA officer.
- III.6.8.3** Prior to rendering its decision, the Departmental/Program Personnel Committee may, giving reasons, request the candidate to provide further evidence and/or supporting documentation, provided such information is specified in this Agreement as belonging in a reappointment file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's reappointment file.
- III.6.8.4** If the Departmental/Program Personnel Committee has serious reservations about the qualification of the candidate for reappointment, the Chair of the Departmental/Program Personnel Committee shall so inform the candidate, and set out in writing the reasons for its reservations. The candidate shall have the right to request reconsideration by the Departmental/Program Personnel Committee before it makes its recommendation to the Dean.
- III.6.8.5** Should the candidate request reconsideration, the candidate shall submit a written response within two (2) weeks to the Chair of the Departmental/Program Personnel Committee. The evidence to be considered by the Departmental/Program Personnel Committee in its reconsideration is to be confined to the candidate's reappointment file, the candidate's written response, and whatever additional relevant information the candidate provides. In preparing a written response, the candidate shall have access to the full contents of his/her reappointment file, including any confidential letters from students, faculty, and external assessors, with identities masked.
- III.6.8.6** After considering all the submissions and discussing the case in the context of the criteria for the awarding of reappointment as set out in III.6.4, and, where applicable, having considered a candidate's request for reconsideration as per III.6.8.5, the Departmental/Program Personnel Committee shall, by formal vote, make one of the following recommendations to the Dean:
- i)** a two (2)-year probationary reappointment with consideration for tenure occurring in the fifth (5<sup>th</sup>) year of probationary service; or
  - ii)** non-renewal at the end of the four (4)-year probationary appointment.
- III.6.8.7** The letter transmitting the Departmental/Program Personnel Committee's



recommendation will be reviewed and approved by the members of the Departmental/Program Personnel Committee prior to the Chair of the Departmental/Program Personnel forwarding the letter to the Dean.

- III.6.8.7.1** If the Departmental/Program Personnel Committee has reservations about a candidate recommended for a probationary reappointment, these reservations shall be communicated in writing to the candidate and the Dean at the time of reappointment and shall be addressed by the Departmental/Program Tenure Committee in any subsequent tenure hearing.
- III.6.8.8** The Chair of the Departmental/Program Personnel Committee shall provide a copy to the candidate of the Departmental/Program Personnel Committee's recommendation which the Chair of the Departmental/Program Personnel Committee intends to forward to the Dean. The Committee's recommendation shall include reasons for the recommendation and a numerical record of the vote.
- III.6.8.8.1** The candidate may provide a written response within two (2) weeks to the Departmental/Program Personnel Committee's letter, to be included in the reappointment file to be forwarded by the Chair of the Departmental/Program Personnel Committee to the Dean with the recommendation of the Departmental/Program Personnel Committee.
- III.6.8.9** The Chair of the Departmental/Program Personnel Committee shall forward to the Dean, for consideration by COAP, the recommendation concerning reappointment of the Departmental/Program Personnel Committee, the candidate's response, if any, all supporting arguments and all correspondence and documentation considered by the Departmental/Program Personnel Committee, and a report on the procedures followed.
- III.6.8.10** The recommendation shall address the candidate's research and teaching, bearing in mind the provisions of IV.2.1.4.2, and will be governed by the criteria for the granting of reappointment as set out in III.6.4.
- III.6.9** RECOMMENDATION OF COAP TO THE DEAN
- III.6.9.1** COAP shall review all the submissions and recommendations pertaining to reappointment in the context of the criteria set out in III.6.4 above, and shall have access to all materials tabled in the Departmental/Program Personnel Committee.
- III.6.9.2** The meetings of COAP for all deliberations regarding reappointment of faculty shall be conducted according to the procedures set out below.
- III.6.9.2.1** COAP shall be chaired by the Dean of Arts & Science. The Dean of Arts & Science shall be non-voting.

- III.6.9.2.2** Quorum for COAP meetings, at which a reappointment file is being discussed and/or voted on, shall be eight of ten voting members, with at least two voting members from the candidate's division.
- III.6.9.2.3** Decisions at COAP shall be made by formal vote. Votes on motions regarding Departmental/Program Personnel Committee recommendations for or against reappointment shall be conducted by secret ballot. Committee members may abstain from voting only if they have declared a conflict of interest or have been deemed to be in a conflict of interest. A simple majority of votes carries. A record of the results of each vote will be kept in the minutes. COAP minutes shall be kept for twelve (12) months after the reappointment decision has been issued or until the end of any related grievance or arbitration.
- III.6.9.2.4** Members of COAP shall maintain confidentiality regarding COAP's deliberations and decisions, unless, as a result of a grievance process, legal or contractual proceedings require otherwise. Committee members who violate this requirement of confidentiality shall be removed from COAP by the Chair of COAP.
- III.6.9.2.5** Notwithstanding the confidential nature of the deliberations and decisions leading to recommendations of COAP, any allegations of procedural irregularities may be brought to the attention of the Vice President Academic or any TUFAs officer.
- III.6.9.3** Prior to rendering its decision, COAP may, giving reasons, request the Dean to ask that the Departmental/Program Personnel Committee and/or the candidate provide further evidence and/or supporting documentation, provided such information is specified in this Agreement as belonging in a reappointment file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's reappointment file.
- III.6.9.4** COAP by formal vote may:
- (i)** endorse a recommendation concerning reappointment from the Departmental/Program Personnel Committee, in which case COAP recommends to the Dean that the recommendation from the Departmental/Program Personnel Committee be upheld; or
  - (ii)** giving reasons, request the Dean to ask that the Departmental/Program Personnel Committee reconsider its recommendation concerning reappointment. As part of its request for reconsideration, COAP may request the Dean to ask that the Departmental/Program Personnel Committee and/or the candidate provide further evidence and/or supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a reappointment file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's reappointment file. In the event that such a request from COAP would result in more than two (2) external assessments in the

reappointment file, approval of Joint Committee is required. When a request that the Departmental/Program Personnel Committee reconsider its recommendation is made, the candidate shall have access to the full contents of his/her reappointment file, including any confidential letters from students, faculty, and external assessors, with identities masked, and access to the reasons provided by COAP to the Dean in its request that the Departmental/ Program Personnel Committee reconsider its recommendation; or

- (iii) refuse to endorse a recommendation concerning reappointment from the Departmental/Program Personnel Committee, but shall not do so without good reason based on the criteria for the granting of reappointment as provided for in III.6.4, or a finding of determinative procedural or substantive error or bias, in which case COAP recommends to the Dean that the recommendation from the Departmental/Program Personnel Committee not be upheld.

**III.6.9.5** The Recording Secretary of COAP shall provide to the Dean a detailed written account of COAP's reasons for its recommendation. This written account will be reviewed and approved by the members of COAP prior to its being provided to the Dean. This report shall be included in the candidate's reappointment file.

**III.6.9.6** In the event that, after receiving the recommendation from COAP, the Dean upholds the recommendation for reappointment made by the Departmental/Program Personnel Committee, the Dean shall recommend to the President that the member be granted reappointment.

**III.6.9.7** In the event that COAP refuses to endorse a positive recommendation for reappointment from the Department/Program Personnel Committee, the Dean shall so inform the candidate and the Department/Program Personnel Committee, setting out in writing COAP's reasons. This statement of reasons shall reflect the actual grounds for COAP's recommendation, be substantive in nature, and be clearly related to the criteria for the granting of reappointment as defined in this Agreement. The candidate and the Department/Program Personnel Committee shall have the right to submit a written response within two (2) weeks to the Dean. The Dean shall consider any such written response before he/she makes a recommendation to the President.

**III.6.9.8** In the event that the Departmental/Program Personnel Committee recommends against reappointment, and in the event that the Dean, after having received a recommendation from COAP, intends to recommend against reappointment, the Dean shall so inform the candidate. The Dean shall request the Chair of the Department/Program Personnel Committee to state in writing the reasons for the Department/Program Personnel Committee's decision, and the Dean shall convey these to the candidate. 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 granting of reappointment as defined in this Agreement. The candidate shall have the right to submit a written response within two (2) weeks to the Dean. The Dean shall consider the candidate's written response before he/she makes a recommendation to the President.

**III.6.10**            **REAPPOINTMENT DECISION**

- III.6.10.1**            **Following receipt of the recommendation from the Departmental/Program Personnel Committee and COAP, and any subsequent responses from the candidate and/or the Departmental/Program Personnel Committee, the Dean shall make a recommendation on reappointment.**
- III.6.10.1.2**            **The Dean, giving reasons, may ask that the Departmental/Program Personnel Committee and/or the candidate provide further evidence and/or supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a reappointment file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's reappointment file. In the event that such a request from the Dean would result in more than two (2) external assessments in the reappointment file, approval of Joint Committee is required.**
- III.6.10.2**            **The Dean shall provide a copy to the candidate of the letter of recommendation which he/she intends to forward to the President. This letter shall set out the Dean's reasons for his/her recommendation.**
- III.6.10.3**            **The candidate may provide a written response within two (2) weeks to the Dean's letter, to be included in the materials to be forwarded by the Dean to the President.**
- III.6.10.4**            **The Dean will forward all materials in the reappointment file to the President.**
- III.6.10.5**            **The President, giving reasons, may ask that the Departmental/Program Personnel Committee and/or the candidate provide further evidence and/or supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a reappointment file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's reappointment file. In the event that such a request from the President would result in more than two (2) external assessments in the reappointment file, approval of Joint Committee is required.**
- III.6.10.5.1**            **Following receipt of the recommendation from the Dean and of the candidate's reappointment file, including all prior recommendations and responses, if any, the President shall make a recommendation to the Board to grant reappointment or make a decision to deny reappointment.**
- III.6.10.6**            **If the President decides to deny reappointment, the candidate shall be so informed and shall receive in writing a statement of reasons from the President. This statement of reasons shall reflect the actual grounds for the President's decision, be substantive in nature, and be clearly related to the criteria for the award of reappointment as defined**

in this Agreement.

**III.6.10.7** A decision to grant reappointment to a member shall be made subsequent to the Dean making a recommendation concerning reappointment to the President and the President making a positive recommendation to grant reappointment to the Board. A decision to grant reappointment will be made by the Board and communicated to the candidate, the Chair of the Departmental/Program Personnel Committee, and the Chair of COAP by the President.

**III.6.10.8** Reappointment decisions take effect the July 1<sup>st</sup> following the November 30<sup>th</sup> deadline for the submission of the reappointment file.

### **III.7** **TENURE**

#### **III.7.1** **DEFINITION OF A TENURE DECISION**

**III.7.1.1** A decision to award tenure or deny tenure constitutes a tenure decision.

**III.7.1.2** A decision to award tenure shall be made by the Board only on the recommendation of the President, who shall first receive a recommendation from the Dean, following the Dean's receipt of a recommendation from COAP and from the relevant Departmental/Program Tenure Committee. A decision to deny tenure shall be made by the President.

**III.7.1.3** Tenure shall not be granted without a positive recommendation from the Departmental/Program Tenure Committee, 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.7.2** **ANNUAL MEETING WITH THE DEAN FOR MEMBERS ON PROBATIONARY APPOINTMENTS**

**III.7.2.1** The Dean's Office shall contact all members holding probationary appointments to arrange a meeting with the Dean to be held by April 30<sup>th</sup> of each year of the member's probationary appointment to discuss his/her progress towards tenure.

#### **III.7.3** **ELIGIBILITY TO BE CONSIDERED FOR TENURE**

**III.7.3.1** Probationary appointments made at the Assistant Professor or Lecturer rank shall involve an initial probationary term of four (4) years and a probationary reappointment for a further two (2) year term subject to a recommendation for reappointment carried out under the provisions of this Article. Consideration for tenure occurs in the fifth (5<sup>th</sup>) year of probationary service.

**III.7.3.2** Probationary appointments made at the Associate Professor and Professor ranks shall involve a maximum probationary term of four (4) years.

Tenure decisions shall be made in the third (3<sup>rd</sup>) year of the appointment following the regular tenure process described in this Article.

**III.7.3.3** 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.7.3.4** EARLY CONSIDERATION FOR TENURE

**III.7.3.4.1** In exceptional cases, members may receive early consideration for tenure in the third (3<sup>rd</sup>) year of the initial four (4) year term provided they have demonstrated (i) outstanding scholarship and (ii) teaching of high quality.

**III.7.3.4.2** The early tenure hearing process follows the regular tenure hearing process described in this Article with the addition of the use of external reviewers to assess outstanding scholarship. The views of external assessors will be sought according to the procedures in this Article.

**III.7.3.4.3** 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. The early tenure hearing process may be initiated by the member, by notice in writing to the member's Chair by April 30<sup>th</sup> of the second (2<sup>nd</sup>) year of the member's probationary appointment.

**III.7.3.4.4** In cases where early tenure is not granted, members will be subject to either Recommendations of (i) or (ii) of III.6.8.6.

**III.7.3.4.5** A negative outcome of an early tenure consideration shall in no way prejudice the outcome of any subsequent tenure hearing.

**III.7.3.5** ELIGIBILITY TO BE CONSIDERED FOR TENURE FOR MEMBERS WITH PREVIOUS LIMITED TERM SERVICE

**III.7.3.5.1** A member with previous combined limited term service within the bargaining unit of one (1) year or less, who is granted a probationary appointment, shall follow the eligibility conditions as set out in III.7.3.1.

**III.7.3.5.2** A member with previous combined limited term service within the bargaining unit of between one (1) and two (2) years, who is granted a probationary appointment and who informs the Dean in writing within six (6) months of the date of the acceptance of the offer of the probationary appointment that he/she has elected 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.7.3.5.3 below. Joint Committee shall ensure that all requests are treated equitably and fairly.**

**III.7.3.5.3** A member with previous combined limited term service within the bargaining unit of between two (2) and five (5) years who is granted a probationary appointment is eligible to be considered for tenure in the second (2<sup>nd</sup>) year of the probationary appointment, and will be considered for tenure in the second (2<sup>nd</sup>) year of his/her probationary appointment if the member informs the Dean in writing within six (6) months of the date of the acceptance of the offer of the probationary appointment that he/she has elected to count his/her previous limited term service as probationary service. In these cases, reappointment and early consideration for tenure do not apply.

**III.7.3.5.3.1** If a member elects not to count previous limited term service within the bargaining unit as probationary service, then the conditions for eligibility for tenure in III.7.3.1 apply.

**III.7.3.5.4** The maximum combined period of limited term and probationary service for any member shall be nine (9) years.

**III.7.3.5.5** Prior limited term service will be calculated by dividing the number of months of limited term service by twelve (12).

**III.7.3.5.6** If a member with between four (4) and five (5) years of previous limited term service within the bargaining unit (see III.4.2.3.4) is granted 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 eighth (8<sup>th</sup>) year of the combined limited term and probationary service.

**III.7.3.6** **EXTENSION OF PROBATIONARY PERIOD**

**III.7.3.6.1** Notwithstanding the various provisions above which define a maximum period of probationary service, a member who has had a pregnancy leave during her probationary period under IV.5.4.2 and IV.5.4.3 or a member who has taken a parental or adoption leave of more than four (4) months during his/her probationary period under IV.5.4.2 and IV.5.4.4 shall, upon written request to the Dean, no later than three (3) months following his/her return to duties after pregnancy, parental, or adoption leave, or by August 1<sup>st</sup> of the year in which he/she was scheduled to be considered for tenure, whichever is earlier, have his/her probationary period increased by one (1) year.

**III.7.3.6.2** Similarly, a member who, during the probationary appointment has taken a sick leave under IV.5.4.5 of more than four (4) months may elect to have the probationary appointment extended by up to one (1) year, upon written request by the member to the Dean within six (6) months following return to duties. Where the absence is for one (1) year or more, the probationary period for the member shall be extended by up to two (2) years, upon written request by the member to the Dean no later than six (6) months following return to duties after the absence.

- III.7.3.6.3** On compassionate grounds or in exceptional circumstances, a member may make a request to the Dean that his/her probationary period be extended, normally for one (1) year.
- III.7.3.6.4** Notwithstanding the above, the maximum combined extensions granted to a member during his/her probationary appointment and reappointment will normally not exceed a total of two (2) years.
- III.7.4** **CRITERIA FOR TENURE**
- III.7.4.1** In assessing a candidate for tenure, the Departmental/Program Tenure Committee, COAP, the Dean, the President, and the Board shall pay principal regard to the candidate's 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 IV.1.1. i) and ii).
- III.7.4.2** 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 Departmental/Program Tenure Committees following approval by the Dean, in consultation with the department/program. The written standards will be made available to Faculty Board and Joint Committee for information and discussion.
- III.7.4.3** Departments/programs shall review their written standards at least every seven years. When a department/program revises its written standards for the application of the tenure criteria, the Chair of the department/program Committee shall submit the proposed revisions to the Dean. These revised standards shall be binding upon the Departmental/Program Tenure Committees following approval by the Dean, in consultation with the department/program. Approved revised written standards will be made available to Faculty Board and Joint Committee for information and discussion.
- III.7.4.4** Where the standards have been revised during a candidate's probationary period, specific notice of the change(s) will be given by the Dean to the candidate, copied to his/her Chair. The Dean's notice shall draw the candidate's attention to the relevant sections of this agreement, including the deadlines specified in III.7.5.
- III.7.4.5** When a department/program adopts or revises its written standards for the application of the tenure criteria (in accordance with III.7.4.2 and III.7.4.3) during a candidate's probationary appointment, the candidate for tenure in that department/program shall be asked to state in writing, to the Dean within three (3) months of notice from the Dean that the departmental /program written standards have been revised, whether the candidate wishes to be considered under the approved written standards under which he/she was hired or the revised written standards, failing which the approved standards which were in place at the time of his/her initial probationary appointment will apply.



### **III.7.5**            **TIMING**

**III.7.5.1**            The Dean shall inform the candidate, in writing, by June 30<sup>th</sup> that he/she will be considered for tenure in the coming academic year. The Dean's letter shall draw the candidate's attention to the relevant sections of this Agreement, including the October 31<sup>st</sup> deadline for the candidate to submit his/her tenure file.

**III.7.5.2**            The Chair of the Departmental/Program Tenure Committee shall inform the candidate by September 30<sup>th</sup> of the year in which he/she is being considered for tenure that his/her tenure hearing has been initiated, and he/she shall be afforded until October 31<sup>st</sup> to submit such evidence as required by this agreement and other such supporting evidence as he/she sees fit. On compassionate grounds or in exceptional circumstances, a member may make a request to the Dean that his/her application deadline be extended, normally for one (1) month.

**III.7.5.3**            The Chair of the Departmental/Program Tenure Committee shall forward the Committee's recommendation for or against tenure to the Dean by the second Wednesday of the winter term. If circumstances prevent the Departmental/Program Tenure Committee from meeting this deadline, the Chair of the Departmental/Program Tenure Committee shall inform the Dean in writing, with a copy to the candidate. COAP, the Dean, and the President will work within a timeline which will, under normal circumstances, permit the President to convey a decision regarding tenure to the candidate by June 30<sup>th</sup> of the penultimate year of the probationary appointment or reappointment.

**III.7.5.4**            Once a decision to grant tenure has been made by the Board, it shall take effect on the following July 1<sup>st</sup>. If a decision to grant tenure is delayed because of reconsideration beyond June 30<sup>th</sup> of the academic year in which tenure consideration was initiated, tenure shall take effect retroactively to July 1<sup>st</sup>. If the candidate has submitted materials by October 31<sup>st</sup> of the year in which he/she is being considered for tenure and a decision to deny tenure is nonetheless delayed beyond June 30<sup>th</sup> of the penultimate year of the probationary service, the candidate shall be granted a further one (1) year limited term appointment, notwithstanding the various provisions of this Article.

### **III.7.6**            **COMPOSITION OF THE DEPARTMENTAL/PROGRAM TENURE COMMITTEE**

**III.7.6.1**            When a tenure decision is to be made, a Departmental/Program Tenure Committee shall be established, composed of five (5) persons, or, in the case of a tenure Committee for a member with an appointment in more than one department/program, six (6) persons.

**III.7.6.2**            The Committee shall consist of the Chair of the department/program concerned, as Chair of the Departmental/Program Tenure Committee, three (3) tenured faculty members elected by and from the department/program Committee, and a faculty member from a cognate discipline appointed by the Dean in consultation with the Chair of the Departmental/Program Tenure Committee. Where there is no representation from a designated group as defined by Employment Equity legislation amongst the

faculty members elected by the Departmental/Program Committee, the Dean's appointee from a cognate discipline shall normally be a member of a designated group as defined by Employment Equity legislation. All members of the Committee are voting members.

- III.7.6.3** When a candidate holds an appointment in a department/program with fewer than four (4) available tenured faculty members, the Dean, in consultation with the Chair of the Departmental/Program Tenure Committee and the candidate, shall appoint the necessary number of tenured faculty members from cognate disciplines to make up a Departmental/Program Tenure Committee of four (4) tenured faculty members, inclusive of the Chair of the Departmental/Program Tenure Committee; the tenured faculty member(s) from a cognate discipline(s) appointed by the Dean in consultation with the Chair of the Departmental/Program Tenure Committee (according to III.7.6.2) shall be in addition to the member(s) appointed by the Dean in consultation with the Chair of the Department/Program Tenure Committee and the candidate; here, as in III.7.6.2, the Committee members from cognate disciplines are regular members of the Department/Program Tenure Committee, with no special responsibilities, and no special authority from or obligations to the Dean.
- III.7.6.4** When a candidate holds an appointment in more than one department/program, the Departmental/Program Tenure Committee shall also include a member from the non-home department/program, with full voting rights. This member will be appointed by the Dean, in consultation with the Chair of the Departmental/Program Tenure Committee and the candidate. In such cases the total number of faculty members on the Departmental/Program Tenure Committee will be six (6), inclusive of the Chair of the Departmental/Program Tenure Committee and the member appointed by the Dean.
- III.7.7** TENURE FILES
- III.7.7.1** Candidates are responsible for assembling their own tenure file and for delivering it to the Departmental/Program Tenure Committee by the date specified in III.7.5.2.
- III.7.7.2** The tenure file shall consist of all materials provided by the member pursuant to III.7.7.8, and all other material, reports, assessments and candidate responses compiled under this Article.
- III.7.7.3** The tenure file shall not contain any letters not solicited either by the candidate, according to the provisions of III.7.7.8 (e), or by the Chair of the Departmental/Program Tenure Committee or by the Dean, according to the procedures set out in this agreement, with the exception of the Departmental/Program Tenure Committee's letter of recommendation, the report from COAP (see III.7.9.5), and the Dean's letter of recommendation.
- III.7.7.4** With the exception of assessments of teaching effectiveness by students, the tenure file shall not contain any unsigned material.

- III.7.7.5** After the tenure file has been submitted to the Departmental/Program Tenure Committee and before the tenure file has been forwarded to the Dean, the candidate can add new material to the file only if the new material that the candidate is adding is sufficiently significant that it might affect the recommendation or decision.
- III.7.7.6** No material can be removed from the tenure file without the agreement of the candidate, the Departmental/Program Tenure Committee, the Dean and the Association.
- III.7.7.7** After submitting his/her tenure file to the Departmental/Program Tenure Committee, the candidate shall have access to the tenure file only under conditions specified in III.7.8.5 and III.7.9.4 (ii) below.
- III.7.7.8** By October 31<sup>st</sup>, the Member shall provide the following materials to the Departmental/Program Tenure Committee:
- (a) An up-to-date curriculum vitae indicating clearly research and teaching accomplishments by date;
  - (b) where relevant, copies of publications; copies of creative work (or citations to same); evidence of conference presentations; manuscripts under consideration and evidence of their status; evidence of grant applications; evidence of community-based research projects; a research prospectus explaining the coherence of the candidate's research project(s) and future direction(s);
  - (c) course syllabi; assessments of teaching effectiveness by students, and where relevant, by peers; lab manuals and/or course packs, as appropriate; evidence of reading course, honours, and/or graduate supervision, as appropriate; evidence of curricular or pedagogical development; evidence of professional recognitions such as teaching awards, as appropriate; and other documentation as relevant;
  - (d) any additional information identified in the department/program written standards for the application of the tenure criteria;
  - (e) any additional information about his/her professional accomplishments that the candidate deems relevant.
- III.7.7.9** In addition, the candidate shall include a covering letter which serves as a guide to the candidate's tenure file for members of the Departmental/Program Tenure Committee, COAP, the Dean, and the President.
- III.7.7.10** The Departmental/Program Tenure Committee shall follow a fair and reasonable plan to secure the views of students and faculty, and the Chair of the Departmental/Program Tenure Committee shall include a report on this plan when he/she submits the recommendation of the Departmental/Program Tenure Committee to the Dean. The Departmental/Program Tenure Committee may choose to secure the views of qualified assessors from outside the University. If the Departmental/Program Tenure Committee chooses not to do so, the candidate may nevertheless require that the views of qualified

assessors be sought. If the views of external assessors are sought, the procedures in III.7.7.11 shall be followed.

**III.7.7.10.1** The Chair of the Departmental/Program Tenure Committee shall contact between forty and sixty students (including graduate students, as appropriate) whom the candidate has taught while at Trent, requesting comments on the candidate's teaching. (In cases where the candidate has taught fewer than fifty students, the Chair of the Departmental/Program Tenure Committee shall contact as many students as possible.) Approximately half of the students should be named by the candidate, and approximately half by the Departmental/Program Tenure Committee. The students shall not be registered in any course taught by the candidate during the current academic year. Students shall be given at least ten (10) working days to provide a response. Such written and signed views from students will be added to the candidate's tenure file.

**III.7.7.10.2** The Chair of the Departmental/Program Tenure Committee shall invite members of the candidate's department/program to comment on the candidate's teaching and/or research. With the candidate's permission, the Chair of the Departmental/Program Tenure Committee may contact members of the University outside the candidate's home department to comment on the candidate's teaching and/or research. The Chair of the Departmental/Program Tenure Committee shall make available the non-confidential parts of the candidate's tenure file. Confidential materials include annual assessments of teaching effectiveness by students and any letters by students, faculty, or externals written with the expectation of confidentiality. Colleagues shall be given at least ten (10) working days to submit their comments. Such written views from colleagues will be added to the candidate's tenure file.

**III.7.7.11** EXTERNAL ASSESSORS

**III.7.7.11.1** Any external assessors sought or required as part of a candidate's tenure consideration shall be selected according to this Article. The Chair of the Departmental/Program Tenure Committee shall provide to the Dean the names of at least four (4) qualified assessors from outside of Trent, at least two (2) of whom shall be the choice of the Departmental/Program Tenure Committee and at least two (2) of whom shall be the choice of the candidate. The Chair of the Departmental/Program Tenure Committee shall provide the Dean with a brief c.v. and contact information for each of the assessors, as well as a rationale for the selection of assessors. Two assessors, one (1) named by the Departmental/Program Tenure Committee and one (1) named by the candidate, shall be requested by the Dean to furnish assessments of the candidate's research and scholarly promise in accordance with the tenure criteria as specified in III.7.4 and the relevant departmental/program approved written standards for the application of the criteria. On receipt of the assessors' reports, the Dean shall place them in the candidate's tenure file.

**III.7.8** RECOMMENDATION OF THE DEPARTMENTAL/PROGRAM TENURE COMMITTEE

**III.7.8.1** The members of the Departmental/Program Tenure Committee shall review the contents of the candidate's tenure file and shall meet to discuss the candidate's tenure application.

- III.7.8.2 Quorum for Departmental/Program Tenure Committee meetings shall be all members of the Departmental/Program Tenure Committee.**
- III.7.8.2.1 Committee decisions shall be made by formal vote. Votes shall be conducted by secret ballot. Committee members may not abstain from voting. A simple majority of votes carries. A record of the results of the vote as well as the minutes of all Departmental/Program Tenure Committee meetings shall be forwarded to the Office of the Dean when the Chair of the Departmental/Program Tenure Committee forwards the Departmental/Program Tenure Committee's recommendation to the Dean. Such records are confidential, and the Departmental/Program Tenure Committee's minutes will not form part of the tenure file. They shall be kept for twelve (12) months after the tenure decision has been issued or until the end of any related grievance or arbitration.**
- III.7.8.2.2 Members of the Departmental/Program Tenure Committee shall maintain confidentiality regarding the Departmental/Program Tenure Committee's deliberations and decisions, unless, as a result of a grievance process, legal or contractual proceedings require otherwise. Committee members who violate this requirement of confidentiality shall be removed from the Departmental/Program Tenure Committee by the Chair of the Departmental/Program Tenure Committee.**
- III.7.8.2.3 Notwithstanding the confidential nature of the deliberations and decisions leading to recommendations of the Departmental/Program Tenure committee, any allegations of procedural irregularities may be brought to the attention of the Dean or any TUFA officer.**
- III.7.8.3 Prior to rendering its decision, the Departmental/Program Tenure Committee may, giving reasons, request the candidate to provide further evidence and/or supporting documentation, provided such information is specified in this Agreement as belonging in a tenure file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's tenure file.**
- III.7.8.4 If the Departmental/Program Tenure Committee has serious reservations about the qualification of the candidate for tenure, the Chair of the Departmental/Program Tenure Committee shall so inform the candidate, and set out in writing the reasons for its reservations. The candidate shall have the right to request reconsideration by the Departmental/Program Tenure Committee before it makes its recommendation to the Dean.**
- III.7.8.5 Should the candidate request reconsideration, the candidate shall submit a written response within two (2) weeks to the Chair of the Departmental/Program Tenure Committee. The evidence to be considered by the Departmental/Program Tenure Committee in its reconsideration is to be confined to the candidate's tenure file, the candidate's written response, and whatever additional relevant information the candidate provides. In preparing a written response, the candidate shall have access to**

the full contents of his/her tenure file, including the confidential letters from students, faculty, and external assessors, as appropriate, with identities masked.

- III.7.8.6** After considering all the submissions and discussing the case in the context of the criteria for the awarding of tenure as set out in III.7.4 and the relevant departmental/program approved written standards for the application of the criteria, and, where applicable, having considered a candidate's request for reconsideration as per III.7.8.5, the Departmental/Program Tenure Committee shall, by formal vote, make one of the following recommendations to the Dean:
- i) grant tenure
  - ii) not grant tenure
- III.7.8.7** The letter transmitting the Departmental/Program Tenure Committee's recommendation will be reviewed and approved by the members of the Departmental/Program Tenure Committee prior to the Chair of the Departmental/Program Tenure forwarding the letter to the Dean.
- III.7.8.8** The Chair of the Departmental/Program Tenure Committee shall provide a copy to the candidate of the Departmental/Program Tenure Committee's recommendation which the Chair of the Departmental/Program Tenure Committee intends to forward to the Dean. The Committee's recommendation shall include reasons for the recommendation and a numerical record of the vote.
- III.7.8.8.1** The candidate may provide a written response within two (2) weeks to the Departmental/Program Tenure Committee's letter, to be included in the tenure file to be forwarded by the Chair of the Departmental/Program Tenure Committee to the Dean with the recommendation of the Departmental/Program Tenure Committee.
- III.7.8.9** The Departmental/Program Tenure Committee may also recommend to the Dean that the candidate be promoted to Associate Professor, conditional upon the receipt of tenure, provided the candidate is eligible for consideration for promotion to Associate Professor and is entirely satisfactory in the performance of the duties and responsibilities as set out in IV.1.1, bearing in mind the exemptions under IV.2.1.4.2.
- III.7.8.10** The Chair of the Departmental/Program Tenure Committee shall forward to the Dean, for consideration by COAP, the recommendation concerning tenure of the Departmental/Program Tenure Committee, the candidate's response, if any, all supporting arguments and all correspondence and documentation considered by the Departmental/Program Tenure Committee, and a report on the procedures followed.
- III.7.8.10.1** The recommendation shall address the candidate's research and teaching, and will be governed by the criteria for the granting of tenure as set out in III.7.4, and the relevant departmental/program approved written standards for the application of the criteria.

- III.7.8.10.2** Where relevant, the Chair of the Departmental/Program Tenure Committee shall forward to the Dean, for consideration by COAP, a recommendation of the Departmental/Program Tenure Committee concerning promotion to Associate Professor, and all supporting arguments and all correspondence and documentation considered by the Departmental/Program Tenure Committee.
- III.7.9** **RECOMMENDATION OF COAP TO THE DEAN**
- III.7.9.1** COAP shall review all the submissions and recommendations pertaining to tenure in the context of the criteria set out in III.7.4 above and the relevant departmental/program approved written standards for the application of the criteria, and shall have access to all materials tabled in the Departmental/Program Tenure Committee.
- III.7.9.2** The meetings of COAP for all deliberations regarding tenure for faculty shall be conducted according to the procedures set out below.
- III.7.9.2.1** COAP shall be chaired by the Dean of Arts & Science. The Dean of Arts & Science shall be non-voting.
- III.7.9.2.2** Quorum for COAP meetings, at which a tenure file is being discussed and/or voted on, shall be eight of ten voting members, with at least two voting members from the candidate's division.
- III.7.9.2.3** Decisions at COAP shall be made by formal vote. Votes on motions regarding Departmental/Program Tenure Committee recommendations for or against tenure shall be conducted by secret ballot. Committee members may abstain from voting only if they have declared a conflict of interest or have been deemed to be in a conflict of interest. A simple majority of votes carries. A record of the results of each vote will be kept in the minutes. COAP minutes shall be kept for twelve (12) months after the tenure decision has been issued or until the end of any related grievance or arbitration.
- III.7.9.2.4** Members of COAP shall maintain confidentiality regarding COAP's deliberations and decisions, unless, as a result of a grievance process, legal or contractual proceedings require otherwise. Committee members who violate this requirement of confidentiality shall be removed from COAP by the Chair of COAP.
- III.7.9.2.5** Notwithstanding the confidential nature of the deliberations and decisions leading to recommendations of COAP, and any allegations of procedural irregularities may be brought to the attention of the Vice President Academic or any TUFAs officer.
- III.7.9.3** Prior to rendering its decision, COAP may, giving reasons, request the Dean to ask that the Departmental/Program Tenure Committee and/or the candidate provide further evidence and/or supporting documentation, provided such information is specified in this Agreement as belonging in a tenure file and/or can be reasonably shown to be

relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's tenure file.

#### **III.7.9.4**

**COAP by formal vote may:**

- (i) endorse a recommendation concerning tenure from the Departmental/Program Tenure Committee, in which case COAP recommends to the Dean that the recommendation from the Departmental/Program Tenure Committee be upheld; or**
- (ii) giving reasons, request the Dean to ask that the Departmental/Program Tenure Committee reconsider its recommendation concerning tenure. As part of its request for reconsideration, COAP may request the Dean to ask that the Departmental/Program Tenure Committee and/or the candidate provide further evidence and/or supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a tenure file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's tenure file. In the event that such a request from COAP would result in more than two (2) external assessments in the tenure file, approval of Joint Committee is required. When a request that the Departmental/Program Tenure Committee reconsider its recommendation is made, the candidate shall have access to the full contents of his/her tenure file, including any confidential letters from students, faculty, and external assessors, with identities masked, and the reasons provided by COAP to the Dean in its request that the Departmental/Program Tenure Committee reconsider its recommendation; or**
- (iii) refuse to endorse a recommendation concerning tenure 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.7.4 and the relevant departmental/program approved written standards for the application of the criteria, or a finding of determinative procedural or substantive error or bias, in which case COAP recommends to the Dean that the recommendation from the Departmental/Program Tenure Committee not be upheld.**

#### **III.7.9.5**

**The Recording Secretary of COAP shall provide to the Dean a detailed written account of COAP's reasons for its recommendation. This written account will be reviewed and approved by the members of COAP prior to its being provided to the Dean. This report shall be included in the candidate's tenure file.**

#### **III.7.9.6**

**In the event that, after receiving the recommendation from COAP, the Dean upholds the recommendation for tenure made by the Departmental/Program Tenure Committee, the Dean shall recommend to the President that the member be granted tenure.**



- III.7.9.7** In the event that COAP refuses to endorse a positive recommendation for tenure from the Department/Program Tenure Committee, the Dean shall so inform the candidate and the Department/Program Tenure Committee, setting out in writing COAP's reasons. This statement of reasons shall reflect the actual grounds for COAP's recommendation, be substantive in nature, and be clearly related to the criteria for the granting of tenure as defined in this Agreement. The candidate and the Department/Program Tenure Committee shall have the right to submit a written response within two (2) weeks to the Dean. The Dean shall consider any such written response before he/she makes a recommendation to the President.
- III.7.9.8** In the event that the Departmental/Program Tenure Committee recommends against tenure, the Dean, after having received a recommendation from COAP, shall so inform the candidate. The Dean shall request the Chair of the Department/Program Tenure Committee to state in writing the reasons for the Department/Program Tenure Committee's decision, and the Dean shall convey these to the candidate. 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 granting of tenure as defined in this Agreement. The candidate shall have the right to submit a written response within two (2) weeks to the Dean. The Dean shall consider the candidate's written response before he/she makes a recommendation to the President.
- III.7.10** **TENURE DECISION**
- III.7.10.1** Following receipt of the recommendation from the Departmental/Program Tenure Committee and COAP, and any subsequent responses from the candidate and/or the Departmental/Program Tenure Committee, the Dean shall make a recommendation on tenure.
- III.7.10.1.2** The Dean, giving reasons, may ask that the Departmental/Program Tenure Committee and/or the candidate provide further evidence and/or supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a tenure file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's tenure file. In the event that such a request from the Dean would result in more than two (2) external assessments in the tenure file, approval of Joint Committee is required.
- III.7.10.2** The Dean shall provide a copy to the candidate of the letter of recommendation which he/she intends to forward to the President. This letter shall set out the Dean's reasons for his/her recommendation.
- III.7.10.3** The candidate may provide a written response within two (2) weeks to the Dean's letter, to be included in the materials to be forwarded by the Dean to the President.
- III.7.10.4** The Dean will forward all materials in the tenure file to the President.

- III.7.10.5** The President, giving reasons, may ask that the Departmental/Program Tenure Committee and/or the candidate provide further evidence and/or supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a tenure file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's tenure file. In the event that such a request from the President would result in more than two (2) external assessments in the tenure file, approval of Joint Committee is required.
- III.7.10.5.1** Following receipt of the recommendation from the Dean and of the candidate's tenure file, including all prior recommendations and responses, if any, the President shall make a recommendation to the Board to grant tenure or make a decision to deny tenure.
- III.7.10.6** If the President decides to deny tenure, the candidate shall be so informed and shall receive in writing a statement of reasons from the President. This statement of reasons shall reflect the actual grounds for the President's decision, be substantive in nature, and be clearly related to the criteria for the award of tenure as defined in this Agreement.
- III.7.10.7** A decision to grant tenure to a member shall be made subsequent to the Departmental/Program Tenure Committee making a positive recommendation to the Dean, and the Dean making a positive recommendation to grant tenure to the President and the President making a positive recommendation to grant tenure to the Board. A decision to grant tenure will be made by the Board and communicated to the candidate, the Chair of the Departmental/Program Tenure Committee, and the Chair of COAP by the President.
- III.7.10.8** The decision to promote to Associate Professor simultaneous with the granting of tenure shall be made subsequent to the Dean making a positive recommendation to promote to Associate Professor to the President and the President making a positive recommendation to promote to Associate Professor to the Board. A decision to promote to Associate Professor will be made by the Board and communicated to the candidate and the Dean by the President.
- III.7.10.9** Tenure decisions and/or decisions to promote to Associate Professor take effect the July 1<sup>st</sup> following the October 31<sup>st</sup> deadline for the submission of the tenure file.

## **III.8** PROMOTION OF FACULTY

### **III.8.1** DEFINITION OF A PROMOTION DECISION

**III.8.1.1** A decision to promote or not promote constitutes a promotion decision.

**III.8.1.2** A decision to promote shall be made by the Board only on the recommendation of the

President, who shall first receive a recommendation from the Dean, following the Dean's receipt of a recommendation from COAP and from the relevant Departmental/Program Personnel Committee. A decision to deny promotion shall be made by the Dean or the President.

**III.8.1.3** Promotion shall not be granted without a positive recommendation from the Dean and the President, provided that each carries out the duties assigned in the promotion process under this Agreement without determinative procedural or substantive error or bias.

**III.8.2** **ELIGIBILITY TO BE CONSIDERED FOR PROMOTION**

**III.8.2.1** Lecturers shall be promoted to Assistant Professor upon the granting of tenure.

**III.8.2.2** Tenured Assistant and Associate Professors are eligible to be considered for promotion during the academic year in which they are on the step of their current rank scale immediately below the lowest step in the next highest rank scale. The Dean shall inform candidates of their eligibility to be considered for promotion by July 1<sup>st</sup> of the first year in which they are eligible for consideration. Requests to be considered for promotion, which must be in writing to the Chair of the department/program Committee, copied to the Dean, may be made no later than October 15<sup>th</sup> of any year in which the candidate wishes to be considered for promotion.

**III.8.2.3** 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 to be considered for promotion, they may immediately request to be considered for promotion in writing to the Chair of the department/program Committee, copied to the Dean. If not promoted at this point, members shall be considered for promotion in any subsequent year that they so request as per the provisions of III.8.2.2.

**III.8.2.4** 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.8.3.1.1. Recommendations for promotion to Associate Professor that are coincident with recommendations for tenure may be made by the Departmental/Program Tenure Committee to the Dean. See III.7.8.9.

**III.8.3** **CRITERIA FOR PROMOTION**

**III.8.3.1** **CRITERIA FOR PROMOTION TO ASSOCIATE PROFESSOR**

**III.8.3.1.1** A candidate who is being recommended for tenure and who is simultaneously eligible to be considered for promotion to Associate Professor shall be recommended for promotion to Associate Professor by the Departmental/Program Tenure Committee, provided that the candidate is entirely satisfactory in the performance of the duties and responsibilities as set out in IV.1.1.

**III.8.3.1.2** When a member who was not promoted to Associate Professor at the time he/she was awarded tenure requests at a later date to be considered for promotion to Associate Professor (see III.8.2.2), the Departmental/ Program Personnel Committee shall make a recommendation to the Dean, based on whether 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.8.3.2** CRITERIA FOR PROMOTION TO FULL PROFESSOR

**III.8.3.2.1** The criteria for promotion to Full Professor shall be based on teaching and research; the candidate must be very highly regarded in one of teaching and research, and entirely satisfactory in the other category. Where individual departments/programs have formally adopted written specific standards for the application of these criteria, these standards shall be binding upon the departments/programs concerned, provided that they have first been approved by the Dean, and made available for information and discussed at Faculty Board and Joint Committee.

**III.8.4** TIMING

**III.8.4.1** The Chair of the Departmental/Program Personnel Committee shall forward the Committee's recommendation for or against promotion to the Dean by the fourth (4<sup>th</sup>) Wednesday of the winter term. If circumstances prevent the Departmental/Program Personnel Committee from meeting this deadline, the Chair of the Departmental/Program Personnel Committee shall inform the Dean in writing, with a copy to the candidate. COAP, the Dean, and the President will work within a timeline which will, under normal circumstances, permit the President to convey a decision regarding promotion to the candidate by June 30<sup>th</sup> of the year in which the promotion hearing was initiated.

**III.8.4.2** Once a decision to promote has been made by the Board, it shall take effect on July 1<sup>st</sup>. If a decision to promote is delayed because of reconsideration beyond June 30<sup>th</sup> of the academic year in which promotion hearing was initiated, promotion shall take effect retroactively to July 1<sup>st</sup>.

**III.8.5** COMPOSITION OF THE DEPARTMENTAL/PROGRAM PERSONNEL COMMITTEE

**III.8.5.1** Departmental/Program Personnel Committees shall be elected annually by and amongst members of the department/program committee. Consideration should be paid to representation of designated groups as defined by Employment Equity legislation. The Chair of the department/program committee serves as the voting Chair of the Departmental/Program Personnel Committee.

**III.8.5.2** When a candidate holds an appointment in more than one department/program, the Departmental/Program Personnel Committee shall also include a member from the non-home department/program, with full voting rights. This member will be appointed by the Dean, in consultation with the Chair of the Departmental/Program Personnel

Committee and the candidate.

**III.8.6**

**PROMOTION FILES**

**III.8.6.1**

The Chair of the Departmental/Program Personnel Committee shall inform the members of the Departmental/Program Personnel Committee, by November 1<sup>st</sup> of each year, whether any members of the department/program have requested to be considered for promotion under the provisions of III.8.2.2 or III.8.2.3, with the exception of those candidates who are eligible to be considered for promotion to Associate Professor simultaneous with being considered for tenure.

**III.8.6.1.2**

A candidate who wishes to be considered for promotion to Full Professor must notify the Chair of the Departmental/Program Personnel Committee by November 1<sup>st</sup> whether he/she wishes his/her 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.

**III.8.6.2**

Candidates are responsible for assembling their own promotion file and for delivering it to the Departmental/Program Personnel Committee by November 30<sup>th</sup>.

**III.8.6.3**

The promotion file shall consist of all materials provided by the member pursuant to III.8.6.9, and all other material, reports, assessments and candidate responses compiled under this Article.

**III.8.6.4**

The promotion file shall not contain any letters not solicited either by the candidate, according to the provisions of III.8.6.9 (e), or by the Chair of the Departmental/Program Personnel Committee or by the Dean, according to the procedures set out in this agreement, with the exception of the Departmental/Program Personnel Committee's letter of recommendation, the report from COAP (see III.8.8.5), and the Dean's letter of recommendation.

**III.8.6.5**

With the exception of assessments of teaching effectiveness by students, the promotion file shall not contain any unsigned material.

**III.8.6.6**

After the promotion file has been submitted to the Departmental/Program Personnel Committee and before the promotion file has been forwarded to the Dean, the candidate can add new material to the file only if the new material that the candidate is adding is sufficiently significant that it might affect the recommendation or decision.

**III.8.6.7**

No material can be removed from the promotion file without the agreement of the candidate, the Departmental/Program Personnel Committee, the Dean and the Association

**III.8.6.8**

After submitting his/her promotion file to the Departmental/Program Personnel

Committee, the candidate shall have access to the promotion file only under conditions specified in III.8.7.5 and III.8.8.4 (ii) below.

**III.8.6.9**

By November 30<sup>th</sup>, the Member shall provide the following materials to the Departmental/Program Personnel Committee:

- (a) An up-to-date curriculum vitae indicating clearly research and teaching accomplishments by date;
- (b) where relevant, representative samples of copies of publications; copies of creative work (or citations to same); evidence of conference presentations; manuscripts under consideration and evidence of their status; evidence of recent grant applications; evidence of community-based research projects; a statement providing an overview of the candidate's research;
- (c) representative course syllabi; complete sets of assessments of teaching effectiveness for two or more courses over several years; lab manuals and/or course packs, as appropriate; evidence of reading course, honours, and/or graduate supervision, as appropriate; evidence of curricular or pedagogical development; evidence of professional recognitions such as teaching awards, as appropriate;
- (d) any additional information identified in the department/program written standards for the application of the promotion criteria;
- (e) any additional information about his/her professional accomplishments that the candidate deems relevant.

**III.8.6.9.1**

In addition, the candidate shall include a covering letter which serves as a guide to the candidate's promotion file for members of the Departmental/Program Personnel Committee, COAP, the Dean, and the President.

**III.8.6.10**

The Departmental/Program Personnel Committee shall follow a fair and reasonable plan to secure the views of students and faculty, and the Chair of the Departmental/Program Personnel Committee shall include a report on this plan when he/she submits the recommendation of the Departmental/Program Personnel Committee to the Dean.

**III.8.6.10.1**

In the case of promotion to Full Professor the views of two (2) qualified assessors from outside the University must be sought. In all cases where the views of external assessors are sought or required under this Article, the procedures in III.8.6.11 shall be followed.

**III.8.6.10.2**

In the case of promotion to Full Professor where the candidate wishes to be considered under the criteria of being entirely satisfactory in teaching and very highly regarded in research, the Chair of the Departmental/Program Personnel Committee shall contact between forty (40) and sixty (60) students (including graduate students, as appropriate) whom the candidate has taught while at Trent, requesting comments on the candidate's teaching. (In cases where the candidate has

taught fewer than fifty (50) students, the Chair of the Departmental/Program Personnel Committee shall contact as many students as possible.) Approximately half of the students should be named by the candidate, and approximately half by the Departmental/Program Personnel Committee. The students shall not be registered in any course taught by the candidate during the current academic year. Students shall be given at least ten (10) working days to provide a response. Such written and signed views from students will be added to the candidate's promotion file.

#### **III.8.6.10.3**

In the case of promotion to Full Professor where the candidate wishes to be considered under the criteria of being entirely satisfactory in research and very highly regarded in teaching, the Chair of the Departmental/Program Personnel Committee shall contact at least eighty (80) students (including graduate students, as appropriate) whom the candidate has taught while at Trent, requesting comments on the candidate's teaching. Approximately half of the students should be named by the candidate, and approximately half by the Departmental/Program Personnel Committee. The students shall not be registered in any course taught by the candidate during the current academic year. Students shall be given at least ten (10) working days to provide a response. Such written and signed views from students will be added to the candidate's promotion file.

#### **III.8.6.10.4**

The Chair of the Departmental/Program Personnel Committee shall invite members of the candidate's department/program to comment on the candidate's teaching and/or research. With the candidate's permission, the Chair of the Departmental/Program Personnel Committee may contact members of the University outside the candidate's home department to comment on the candidate's teaching and/or research. The Chair of the Departmental/Program Personnel Committee shall make available the non-confidential parts of the candidate's promotion file. Confidential materials include annual assessments of teaching effectiveness by students and any letters by students, faculty, or externals written with the expectation of confidentiality. Colleagues shall be given at least ten (10) working days to submit their comments. Such written views from colleagues will be added to the candidate's promotion file.

#### **III.8.6.11**

##### **EXTERNAL ASSESSORS**

#### **III.8.6.11.1**

Any external assessors sought or required as part of a candidate's promotion consideration shall be selected according to this Article. The Chair of the Departmental/Program Personnel Committee shall provide to the Dean the names of at least four (4) qualified assessors from outside of Trent, at least two (2) of whom shall be the choice of the Departmental/Program Personnel Committee and at least two (2) of whom shall be the choice of the candidate. The Chair of the Departmental/Program Personnel Committee shall provide the Dean with a brief c.v. and contact information for each of the assessors, as well as a rationale for the selection of assessors. Two assessors, one (1) named by the Departmental/Program Personnel Committee and one (1) named by the candidate, shall be requested by the Dean to furnish assessments of the candidate's performance in research in accordance with the criteria by which the candidate elects to be assessed, as specified in III.8.3 and, where relevant, the departmental/program approved written standards for the application of the criteria. On receipt of the assessors' reports, the Dean shall place them in the candidate's promotion file.

**III.8.7**                    **RECOMMENDATION OF THE DEPARTMENTAL/PROGRAM PERSONNEL COMMITTEE**

**III.8.7.1**                    **The members of the Departmental/Program Personnel Committee shall review the contents of the candidate’s promotion file and shall meet to discuss the candidate’s promotion application.**

**III.8.7.2**                    **Quorum for Departmental/Program Personnel Committee meetings, at which a promotion file is being discussed and/or voted on, shall be all members of the Departmental/Program Personnel Committee, save any members who are in a conflict of interest. Members who are in a conflict of interest will recuse themselves from any Departmental/Program Personnel Committee meetings at which the relevant promotion file is being discussed and/or voted on.**

**III.8.7.2.1**                    **Committee decisions shall be made by formal vote. Votes shall be conducted by secret ballot. Committee members may not abstain from voting. A simple majority of votes carries. A record of the results of the vote as well as the minutes of all Departmental/Program Personnel Committee meetings shall be forwarded to the Office of the Dean when the Chair of the Departmental/Program Personnel Committee forwards the Departmental/Program Personnel Committee’s recommendation to the Dean. Such records are confidential, and the Departmental/Program Personnel Committee’s minutes will not form part of the promotion file. They shall be kept for twelve (12) months after the promotion decision has been issued or until the end of any related grievance or arbitration.**

**III.8.7.2.2**                    **Members of the Departmental/Program Personnel Committee shall maintain confidentiality regarding the Departmental/Program Personnel Committee’s deliberations and decisions, unless, as a result of a grievance process, legal or contractual proceedings require otherwise. Committee members who violate this requirement of confidentiality shall be removed from the Departmental/Program Personnel Committee by the Chair of the Departmental/Program Personnel Committee.**

**III.8.7.2.3**                    **Notwithstanding the confidential nature of the deliberations and decisions leading to recommendations of the Departmental/Program Personnel committee, any allegations of procedural irregularities may be brought to the attention of the Dean or any TUFA officer.**

**III.8.7.3**                    **Prior to rendering its decision, the Departmental/Program Personnel Committee may, giving reasons, request the candidate to provide further evidence and/or supporting documentation, provided such information is specified in this Agreement as belonging in a promotion file and/or can be reasonably shown to be relevant to the evaluation of the candidate’s file. Such further evidence and/or supporting documentation shall be added to the candidate’s promotion file.**

**III.8.7.4**                    **If the Departmental/Program Personnel Committee has serious reservations about the qualification of the candidate for promotion, the Chair of the Departmental/Program Personnel Committee shall so inform the candidate, and set out in writing the reasons**



for its reservations. The candidate shall have the right to request reconsideration by the Departmental/Program Personnel Committee before it makes its recommendation to the Dean.

- III.8.7.5** Should the candidate request reconsideration, the candidate shall submit a written response within two (2) weeks to the Chair of the Departmental/Program Personnel Committee. The evidence to be considered by the Departmental/Program Personnel Committee in its reconsideration is to be confined to the candidate's promotion file, the candidate's written response, and whatever additional relevant information the candidate provides. In preparing a written response, the candidate shall have access to the full contents of his/her promotion file, including the confidential letters from students, faculty, and external assessors, as appropriate, with identities masked.
- III.8.7.6** After considering all the submissions and discussing the case in the context of the criteria for the awarding of promotion as set out in III.8.3.2 and the relevant departmental/program approved written standards for the application of the criteria, and, where applicable, having considered a candidate's request for reconsideration as per III.8.7.5, the Departmental/Program Personnel Committee shall, by formal vote, make one of the following recommendations to the Dean:
- i) grant promotion**
  - ii) not grant promotion**
- III.8.7.7** The letter transmitting the Departmental/Program Personnel Committee's recommendation will be reviewed and approved by the members of the Departmental/Program Personnel Committee prior to the Chair of the Departmental/Program Personnel forwarding the letter to the Dean.
- III.8.7.8** The Chair of the Departmental/Program Personnel Committee shall provide a copy to the candidate of the Departmental/Program Personnel Committee's recommendation which the Chair of the Departmental/Program Personnel Committee intends to forward to the Dean. The Committee's recommendation shall include reasons for the recommendation and a numerical record of the vote.
- III.8.7.8.1** The candidate may provide a written response within two (2) weeks to the Departmental/Program Personnel Committee's letter, to be included in the promotion file to be forwarded by the Chair of the Departmental/Program Personnel Committee to the Dean with the recommendation of the Departmental/Program Personnel Committee.
- III.8.7.9** The Chair of the Departmental/Program Personnel Committee shall forward to the Dean, for consideration by COAP, the recommendation concerning promotion of the Departmental/Program Personnel Committee, the candidate's response, if any, all supporting arguments and all correspondence and documentation considered by the Departmental/Program Personnel Committee, and a report on the procedures followed.

- III.8.7.9.1** The recommendation shall address the candidate's research and teaching, and will be governed by the criteria for the granting of promotion as set out in III.8.3 and, where applicable, the relevant departmental/program approved written standards for the application of the criteria.
- III.8.8** **RECOMMENDATION OF COAP TO THE DEAN**
- III.8.8.1** COAP shall review all the submissions and recommendations pertaining to promotion in the context of the criteria set out in III.8.3 and, where applicable, the relevant departmental/program approved written standards for the application of the criteria, and shall have access to all materials tabled in the Departmental/Program Personnel Committee.
- III.8.8.2** The meetings of COAP for all deliberations regarding promotion of faculty shall be conducted according to the procedures set out below.
- III.8.8.2.1** COAP shall be chaired by the Dean of Arts & Science. The Dean of Arts & Science shall be non-voting.
- III.8.8.2.2** Quorum for COAP meetings, at which a promotion file is being discussed and/or voted on, shall be eight of ten voting members, with at least two voting members from the candidate's division.
- III.8.8.2.3** Decisions at COAP shall be made by formal vote. Votes on motions regarding Departmental/Program Personnel Committee recommendations for or against promotion shall be conducted by secret ballot. Committee members may abstain from voting only if they have declared a conflict of interest or have been deemed to be in a conflict of interest. A simple majority of votes carries. A record of the results of each vote will be kept in the minutes. COAP minutes shall be kept for twelve (12) months after the promotion decision has been issued or until the end of any related grievance or arbitration.
- III.8.8.2.4** Members of COAP shall maintain confidentiality regarding COAP's deliberations and decisions, unless, as a result of a grievance process, legal or contractual proceedings require otherwise. Committee members who violate this requirement of confidentiality shall be removed from COAP by the Chair of COAP.
- III.8.8.2.5** Notwithstanding the confidential nature of the deliberations and decisions leading to recommendations of COAP, and any allegations of procedural irregularities may be brought to the attention of the Vice President Academic or any TUFAs officer.
- III.8.8.3** Prior to rendering its decision, COAP may, giving reasons, request the Dean to ask that the Departmental/Program Personnel Committee and/or the candidate provide further evidence and/or supporting documentation, provided such information is specified in

**this Agreement as belonging in a promotion file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's promotion file.**

**III.8.8.4 COAP by formal vote may:**

- (i) endorse a recommendation concerning promotion from the Departmental/Program Personnel Committee, in which case COAP recommends to the Dean that the recommendation from the Departmental/Program Personnel Committee be upheld; or**
- (ii) giving reasons, request the Dean to ask that the Departmental/Program Personnel Committee reconsider its recommendation concerning promotion. As part of its request for reconsideration, COAP may request the Dean to ask that the Departmental/Program Personnel Committee and/or the candidate provide further evidence and/or supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a promotion file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's promotion file. In the event that such a request from COAP would result in more than two (2) external assessments in the promotion file, approval of Joint Committee is required. When a request that the Departmental/Program Personnel Committee reconsider its recommendation is made, the candidate shall have access to the full contents of his/her promotion file, including any confidential letters from students, faculty, and external assessors, with identities masked, and the reasons provided by COAP to the Dean in its request that the Departmental/Program Personnel Committee reconsider its recommendation; or**
- (iii) refuse to endorse a recommendation concerning promotion from the Departmental/Program Personnel Committee, but shall not do so without good reason based on the criteria for the granting of promotion as provided for in III.8.3 and the relevant departmental/program approved written standards for the application of the criteria, or a finding of determinative procedural or substantive error or bias, in which case COAP recommends to the Dean that the recommendation from the Departmental/Program Personnel Committee not be upheld.**

**III.8.8.5 The Recording Secretary of COAP shall provide to the Dean a detailed written account of COAP's reasons for its recommendation. This written account will be reviewed and approved by the members of COAP prior to its being provided to the Dean. This report shall be included in the candidate's promotion file.**

**III.8.8.6 In the event that, after receiving the recommendation from COAP, the Dean upholds the recommendation for promotion made by the Departmental/Program Personnel Committee, the Dean shall recommend to the President that the member be granted promotion.**

**III.8.8.7** In the event that COAP refuses to endorse a positive recommendation for promotion from the Department/Program Personnel Committee, the Dean shall so inform the candidate and the Department/Program Personnel Committee, setting out in writing COAP's reasons. This statement of reasons shall reflect the actual grounds for COAP's recommendation, be substantive in nature, and be clearly related to the criteria for the granting of promotion as defined in this Agreement. The candidate and the Department/Program Personnel Committee shall have the right to submit a written response within two (2) weeks to the Dean. The Dean shall consider any such written response before he/she makes a recommendation for promotion to the President or a decision to deny promotion.

**III.8.9** PROMOTION DECISION

**III.8.9.1** Following receipt of the recommendation from the Departmental/Program Personnel Committee and COAP, and any subsequent responses from the candidate and/or the Departmental/Program Personnel Committee, the Dean shall make a recommendation for promotion to the President or a decision to deny promotion.

**III.8.9.1.2** The Dean, giving reasons, may ask that the Departmental/Program Personnel Committee and/or the candidate provide further evidence and/or supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a promotion file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's promotion file. In the event that such a request from the Dean would result in more than four (4) external assessments in the promotion file, approval of Joint Committee is required.

**III.8.9.2** If the Dean decides to deny promotion, the candidate shall be so informed and shall receive in writing a statement of reasons from the Dean. This statement of reasons shall reflect the actual grounds for the Dean's decision, be substantive in nature, and be clearly related to the criteria for the granting of promotion as defined in this Agreement.

**III.8.9.3** If the Dean is recommending for promotion, he/she shall provide a copy to the candidate of the letter of recommendation which he/she intends to forward to the President. This letter shall set out the Dean's reasons for his/her recommendation for promotion.

**III.8.9.4** The Dean will forward all materials in the promotion file to the President when he/she forwards his/her recommendation for promotion.

**III.8.9.5** The President, giving reasons, may ask that the Departmental/Program Personnel Committee and/or the candidate provide further evidence and/or supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a promotion

file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's promotion file. In the event that such a request from the President would result in more than four (4) external assessments in the promotion file, approval of Joint Committee is required.

**III.8.9.5.1** Following receipt of the recommendation from the Dean and of the candidate's promotion file, including all prior recommendations and responses, if any, the President shall make a recommendation to the Board to grant promotion or make a decision to deny promotion.

**III.8.9.6** If the President decides to deny promotion, the candidate shall be so informed and shall receive in writing a statement of reasons from the President. This statement of reasons shall reflect the actual grounds for the President's decision, be substantive in nature, and be clearly related to the criteria for the granting of promotion as defined in this Agreement.

**III.8.9.7** A decision to grant promotion to a member shall be made subsequent to the Dean making a positive recommendation to grant promotion to the President and the President making a positive recommendation to grant promotion to the Board. A decision to grant promotion will be made by the Board and communicated to the candidate, the Chair of the Departmental/Program Personnel Committee, and the Chair of COAP by the President.

**III.8.9.8** Promotion decisions take effect the July 1<sup>st</sup> following the November 30<sup>th</sup> deadline for the submission of the promotion file.

### **III.9 PROBATIONARY REAPPOINTMENT OF PROFESSIONAL LIBRARIANS**

#### **III.9.1 DEFINITION OF A PROBATIONARY REAPPOINTMENT DECISION**

**III.9.1.1** A decision to reappoint or not to reappoint constitutes a reappointment decision.

**III.9.1.2** A decision to reappoint shall be made by the Board only on the recommendation of the President, who shall first receive a recommendation from the University Librarian, following the University Librarian's receipt of a recommendation from COAP and from the Library Personnel Committee. A decision not to reappoint shall be made by the President.

**III.9.1.3** Probationary reappointment shall not be granted without a positive recommendation from the President, provided that the University Librarian and the President each carry out the duties assigned in the probationary reappointment process under this Agreement without determinative procedural or substantive error or bias.

**III.9.1.4** Probationary reappointments are for a two-year period with effect from the end of the

initial probationary appointment.

**III.9.2**                    **ANNUAL MEETING WITH THE UNIVERSITY LIBRARIAN FOR MEMBERS ON PROBATIONARY APPOINTMENTS**

**III.9.2.1**                The University Librarian's Office shall contact all members holding probationary appointments to arrange a meeting with the University Librarian to be held by April 30<sup>th</sup> of each year of the member's probationary appointment to discuss his/her progress towards permanency.

**III.9.3**                    **ELIGIBILITY TO BE CONSIDERED FOR PROBATIONARY REAPPOINTMENT**

**III.9.3.1**                Probationary appointments made at the Librarian I to IV rank shall involve an initial probationary term of two (2) years.

**III.9.3.1.1**             A member holding an initial probationary appointment at the Librarian I to IV rank who is not considered for early permanency (as described in III.10.3.3) during the second (2<sup>nd</sup>) year of the initial two-year probationary appointment shall instead be considered for a probationary reappointment for a further two (2) years during the second (2<sup>nd</sup>) year of the initial probationary appointment. The total probationary period is not to exceed four years.

**III.9.3.2**                    **ELIGIBILITY TO BE CONSIDERED FOR REAPPOINTMENT FOR MEMBERS WITH PREVIOUS LIMITED TERM SERVICE**

**III.9.3.2.1**             A member with previous combined limited term service within the bargaining unit of one (1) year or less, who is granted a probationary appointment, shall follow the eligibility conditions as set out in III.9.3.1.

**III.9.3.2.2**             A member with previous combined limited term service within the bargaining unit of between one (1) and three (3) years, who is granted a probationary appointment, shall be considered for reappointment and permanency according to the provisions in III.10.3.4.2.

**III.9.3.3**                    **EXTENSION OF PROBATIONARY PERIOD**

**III.9.3.3.1**             Notwithstanding the various provisions above which define a maximum period of probationary service, a member who has had a pregnancy leave during her probationary period under IV.5.4.2 and IV.5.4.3 or a member who has taken a parental or adoption leave of more than four (4) months during his/her probationary period under IV.5.4.2 and IV.5.4.4 shall, upon written request to the University Librarian, no later than three (3) months following his/her return to duties after pregnancy, parental, or adoption leave, or by August 1<sup>st</sup> of the year in which he/she was scheduled to be considered for reappointment, whichever is earlier, have his/her consideration for reappointment deferred by one (1) year.

**III.9.3.3.2** Similarly, a member who, during the probationary appointment has taken a sick leave under IV.5.4.5 of more than four (4) months may elect to have the consideration for reappointment deferred by up to one (1) year, upon written request by the member to the University Librarian within six (6) months following return to duties. Where the absence is for one (1) year or more, the maximum deferral of the consideration for reappointment shall be up to two (2) years, upon written request by the member to the University Librarian no later than six (6) months following return to duties after the absence.

**III.9.3.3.3** On compassionate grounds or in exceptional circumstances, a member may make a request to the University Librarian that his/her consideration for reappointment be deferred, normally for one (1) year.

**III.9.3.3.4** Notwithstanding the above, the maximum combined extensions granted to a member during his/her probationary appointment and reappointment will normally not exceed a total of two (2) years.

#### **III.9.4** CRITERIA FOR PROBATIONARY REAPPOINTMENT

**III.9.4.1** A candidate for probationary reappointment shall be considered by the Library Personnel Committee on the basis of satisfactory progression towards permanency, as per III.10.4.

#### **III.9.5** TIMING

**III.9.5.1** The University Librarian shall inform the candidate, in writing, no later than nine (9) months prior to the end of his/her initial probationary period, that he/she will be considered for probationary reappointment. The University Librarian's letter shall draw the candidate's attention to the relevant sections of this Agreement, including the deadline for the candidate to submit his/her reappointment file.

**III.9.5.2** The Chair of the Library Personnel Committee shall inform the candidate no later than nine (9) months prior to the end his/her initial probationary period that his/her probationary reappointment hearing has been initiated, and that the candidate is to submit such evidence as required by this agreement and other such supporting evidence as he/she sees fit no later than seven (7) months prior to the end of his/her initial probationary period. On compassionate grounds or in exceptional circumstances, a member may make a request to the University Librarian that his/her application deadline be extended, normally for one (1) month.

**III.9.5.3** The Chair of the Library Personnel Committee shall forward the Committee's recommendation for or against probationary reappointment to the University Librarian no later than five (5) months prior to the end the candidate's initial probationary period. If circumstances prevent the Library Personnel Committee from meeting this deadline, the Chair of the Library Personnel Committee shall inform the University Librarian in writing, with a copy to the candidate. COAP, the University Librarian, and the President will work within a timeline which will, under normal

circumstances, permit the President to convey a decision regarding probationary reappointment to the candidate no later than three (3) months prior to the end of the initial probationary period.

**III.9.5.4** Once a decision to grant a probationary reappointment has been made by the Board, it shall take effect immediately upon the end of the initial probationary period. If a decision to grant probationary reappointment is delayed because of reconsideration beyond the end of the initial probationary period, reappointment shall take effect retroactively to the end of the probationary period. If the candidate has submitted materials by seven (7) months before the end of the initial probationary period, and a decision to deny probationary reappointment is nonetheless delayed beyond the end of the initial probationary period, the candidate shall be granted a further six (6) month limited term appointment, notwithstanding the various provisions of this Article.

**III.9.6** COMPOSITION OF THE LIBRARY PERSONNEL COMMITTEE

**III.9.6.1** The Library Personnel Committee shall be elected annually by and amongst the members of the Librarians' Committee. Consideration should be paid to representation of designated groups as defined by Employment Equity legislation.

**III.9.6.2** When a candidate holds an appointment in more than one academic unit, the Library Personnel Committee shall also include a member from the non-home academic unit with full voting rights. This member will be appointed by the University Librarian, in consultation with the Chair of the Library Personnel Committee and the candidate.

**III.9.7** REAPPOINTMENT FILES

**III.9.7.1** Candidates are responsible for assembling their own reappointment file and for delivering it to the Library Personnel Committee by the date specified in III.9.5.2.

**III.9.7.2** The reappointment file shall consist of all materials provided by the member pursuant to III.9.7.8, and all other material, reports, assessments and candidate responses compiled under this Article.

**III.9.7.3** The reappointment file shall not contain any letters not solicited either by the candidate, according to the provisions of III.9.7.8 (e), or by the Chair of the Library Personnel Committee or by the University Librarian, according to the procedures set out in this agreement, with the exception of the Library Personnel Committee's letter of recommendation, the report from COAP (see III.9.9.5), and the University Librarian's letter of recommendation.

**III.9.7.4** The reappointment file shall not contain any unsigned material.

**III.9.7.5** After the reappointment file has been submitted to the Library Personnel Committee and before the reappointment file has been forwarded to the University Librarian, the



**candidate can add new material to the file only if the new material that the candidate is adding is sufficiently significant that it might affect the recommendation or decision.**

**III.9.7.6 No material can be removed from the reappointment file without the agreement of the candidate, the Library Personnel Committee, the University Librarian and the Association.**

**III.9.7.7 After submitting his/her reappointment file to the Library Personnel Committee, the candidate shall have access to the reappointment file only under conditions specified in III.9.8.5 and III.9.9.4 (ii) below.**

**III.9.7.8 By the date specified in III.9.5.2, the Member shall provide the following materials to the Library Personnel Committee:**

**(a) An up-to-date curriculum vitae indicating clearly the performance of professional librarian duties, by date;**

**(b) where relevant, copies of professional publications; copies of creative work (or citations to same); evidence of conference presentations; copies of library subject guides, course guides and pathfinders; manuscripts under consideration and evidence of their status; evidence of grant applications; evidence of professional and scholarly contributions;**

**(c) copies of library instructional workshop syllabi; evidence of service to the University, to the community and to the profession at large; evidence of professional recognitions such as service awards, as appropriate; and other documentation as relevant;**

**(d) any additional information identified in the Librarians' Committee written standards for the application of the permanency criteria;**

**(e) any additional information about his/her professional accomplishments that the candidate deems relevant.**

**III.9.7.9 In addition, the candidate shall include a covering letter which serves as a guide to the candidate's reappointment file for members of the Library Personnel Committee, COAP, the University Librarian, and the President.**

**III.9.7.10 The Chair of the Library Personnel Committee shall invite librarians to comment on the candidate's performance of professional duties, contributions to the profession at large, and service to the university and the community. With the candidate's permission, the Chair of the Library Personnel Committee may contact members of the University outside the Library to comment on the contributions to the profession at large, and service to the university and the community. The Chair of the Library Personnel Committee shall make available the non-confidential parts of the candidate's reappointment file. Confidential materials include any letters by librarians, faculty, or externals written with the expectation of confidentiality. Colleagues shall be given at least ten (10) working days to submit their comments. Such written views from**

colleagues will be added to the candidate's reappointment file.

**III.9.7.11**      **EXTERNAL ASSESSORS**

**III.9.7.11.1**      Any external assessors sought or required as part of a candidate's reappointment consideration shall be selected according to this Article. The Chair of the Library Personnel Committee shall provide to the University Librarian the names of at least four (4) qualified assessors from outside of Trent, at least two (2) of whom shall be the choice of the Library Personnel Committee and at least two (2) of whom shall be the choice of the candidate. The Chair of the Library Personnel Committee shall provide the University Librarian with a summary of professional background or a brief c.v. as applicable and contact information for each of the assessors, as well as a rationale for the selection of assessors. Two assessors, one (1) named by the Library Personnel Committee and one (1) named by the candidate, shall be requested by the University Librarian to furnish assessments of the candidate's scholarly and research contributions, and contributions to the profession at large, in accordance with the reappointment criteria as specified in III.9.4. On receipt of the assessors' reports, the University Librarian shall place them in the candidate's reappointment file.

**III.9.8**      **RECOMMENDATION OF THE LIBRARY PERSONNEL COMMITTEE**

**III.9.8.1**      The members of the Library Personnel Committee shall review the contents of the candidate's reappointment file and shall meet to discuss the candidate's reappointment application.

**III.9.8.2**      Quorum for Library Personnel Committee meetings, at which a reappointment file is being discussed and/or voted on, shall be all members of the Library Personnel Committee, save any members who are in a conflict of interest. Members who are in a conflict of interest will recuse themselves from any Library Personnel Committee meetings at which the relevant reappointment file is being discussed and/or voted on.

**III.9.8.2.1**      Committee decisions shall be made by formal vote. Votes shall be conducted by secret ballot. Committee members may not abstain from voting. A simple majority of votes carries. A record of the results of the vote as well as the minutes of all Library Personnel Committee meetings shall be forwarded to the Office of the University Librarian when the Chair of the Library Personnel Committee forwards the Library Personnel Committee's recommendation to the University Librarian. Such records are confidential, and the Library Personnel Committee's minutes will not form part of the reappointment file. They shall be kept for twelve (12) months after the reappointment decision has been issued or until the end of any related grievance or arbitration.

**III.9.8.2.2**      Members of the Library Personnel Committee shall maintain confidentiality regarding the Library Personnel Committee's deliberations and decisions, unless, as a result of a grievance process, legal or contractual proceedings require otherwise. Committee members who violate this requirement of confidentiality shall be removed from the Library Personnel Committee by the Chair of the Library Personnel Committee.

- III.9.8.2.3** Notwithstanding the confidential nature of the deliberations and decisions leading to recommendations of the Library Personnel committee, any allegations of procedural irregularities may be brought to the attention of the University Librarian or any TUFA officer.
- III.9.8.3** Prior to rendering its decision, the Library Personnel Committee may, giving reasons, request the candidate to provide further evidence and/or supporting documentation, provided such information is specified in this Agreement as belonging in a reappointment file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's reappointment file.
- III.9.8.4** If the Library Personnel Committee has serious reservations about the qualification of the candidate for reappointment, the Chair of the Library Personnel Committee shall so inform the candidate, and set out in writing the reasons for its reservations. The candidate shall have the right to request reconsideration by the Library Personnel Committee before it makes its recommendation to the University Librarian.
- III.9.8.5** Should the candidate request reconsideration, the candidate shall submit a written response within two (2) weeks to the Chair of the Library Personnel Committee. The evidence to be considered by the Library Personnel Committee in its reconsideration is to be confined to the candidate's reappointment file, the candidate's written response, and whatever additional relevant information the candidate provides. In preparing a written response, the candidate shall have access to the full contents of his/her reappointment file, including any confidential letters from students, faculty, and external assessors, with identities masked.
- III.9.8.6** After considering all the submissions and discussing the case in the context of the criteria for the awarding of reappointment as set out in III.9.4, and, where applicable, having considered a candidate's request for reconsideration as per III.9.8.5, the Library Personnel Committee shall, by formal vote, make one of the following recommendations to the University Librarian:
- i)** a two (2)-year probationary reappointment, with consideration for permanency occurring in the fourth (4) year of probationary service; or
  - ii)** non-renewal at the end of the two (2)-year probationary appointment.
- III.9.8.7** The letter transmitting the Library Personnel Committee's recommendation will be reviewed and approved by the members of the Library Personnel Committee prior to the Chair of the Library Personnel forwarding the letter to the University Librarian.
- III.9.8.7.1** 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 and the University Librarian at the time of reappointment and shall be addressed by the Library Permanency Committee in any subsequent permanency hearing.

- III.9.8.8** The Chair of the Library Personnel Committee shall provide a copy to the candidate of the Library Personnel Committee's recommendation which the Chair of the Library Personnel Committee intends to forward to the University Librarian. The Committee's recommendation shall include reasons for the recommendation and a numerical record of the vote.
- III.9.8.8.1** The candidate may provide a written response within two (2) weeks to the Library Personnel Committee's letter, to be included in the reappointment file to be forwarded by the Chair of the Library Personnel Committee to the University Librarian with the recommendation of the Library Personnel Committee.
- III.9.8.9** The Chair of the Library Personnel Committee shall forward to the University Librarian, for consideration by COAP, the recommendation concerning reappointment of the Library Personnel Committee, the candidate's response, if any, all supporting arguments and all correspondence and documentation considered by the Library Personnel Committee, and a report on the procedures followed.
- III.9.10** The recommendation shall address competence in the performance of duties and promise of continuing development, bearing in mind the provisions of IV.2.1.4.2, and will be governed by the criteria for the granting of reappointment as set out in III.9.4.
- III.9.9** RECOMMENDATION OF COAP TO THE UNIVERSITY LIBRARIAN
- III.9.9.1** COAP shall review all the submissions and recommendations pertaining to reappointment in the context of the criteria set out in III.9.4 above, and shall have access to all materials tabled in the Library Personnel Committee.
- III.9.9.2** The meetings of COAP for all deliberations regarding reappointment of professional librarians shall be conducted according to the procedures set out below.
- III.9.9.2.1** COAP shall be chaired by the University Librarian. The University Librarian shall be non-voting.
- III.9.9.2.2** Quorum for COAP meetings, at which a reappointment file is being discussed and/or voted on, shall be eight (8) of ten (10) voting members, with at least one (1) voting member from the Library.
- III.9.9.2.3** Decisions at COAP shall be made by formal vote. Votes on motions regarding Library Personnel Committee recommendations for or against reappointment shall be conducted by secret ballot. Committee members may abstain from voting only if they have declared a conflict of interest or have been deemed to be in a conflict of interest. A simple majority of votes carries. A record of the results of each vote will be kept in the minutes. COAP minutes shall be kept for twelve (12) months after the reappointment

decision has been issued or until the end of any related grievance or arbitration.

- III.9.9.2.4** Members of COAP shall maintain confidentiality regarding COAP's deliberations and decisions, unless, as a result of a grievance process, legal or contractual proceedings require otherwise. Committee members who violate this requirement of confidentiality shall be removed from COAP by the Chair of COAP.
- III.9.9.2.5** Notwithstanding the confidential nature of the deliberations and decisions leading to recommendations of COAP, any allegations of procedural irregularities may be brought to the attention of the Vice President Academic or any TUFAs officer.
- III.9.9.3** Prior to rendering its decision, COAP may, giving reasons, request the University Librarian to ask that the Library Personnel Committee and/or the candidate provide further evidence and/or supporting documentation, provided such information is specified in this Agreement as belonging in a reappointment file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's reappointment file.
- III.9.9.4** COAP by formal vote may:
- (i) endorse a recommendation concerning reappointment from the Library Personnel Committee, in which case COAP recommends to the University Librarian that the recommendation from the Library Personnel Committee be upheld; or
  - (ii) giving reasons, request the University Librarian to ask that the Library Personnel Committee reconsider its recommendation concerning reappointment. As part of its request for reconsideration, COAP may request the University Librarian to ask that the Library Personnel Committee and/or the candidate provide further evidence and/or supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a reappointment file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's reappointment file. In the event that such a request from COAP would result in more than two (2) external assessments in the reappointment file, approval of Joint Committee is required. When a request that the Library Personnel Committee reconsider its recommendation is made, the candidate shall have access to the full contents of his/her reappointment file, including any confidential letters from students, faculty, and external assessors, with identities masked, and to the reasons provided by COAP to the University Librarian in its request that the Library Personnel Committee reconsider its recommendation; or
  - (iii) refuse to endorse a recommendation concerning reappointment from the Library Personnel Committee, but shall not do so without good reason

based on the criteria for the granting of reappointment as provided for in III.9.4, or a finding of determinative procedural or substantive error or bias, in which case COAP recommends to the University Librarian that the recommendation from the Library Personnel Committee not be upheld.

- III.9.9.5** The Recording Secretary of COAP shall provide to the University Librarian a detailed written account of COAP's reasons for its recommendation. This written account will be reviewed and approved by the members of COAP prior to its being provided to the University Librarian. This report shall be included in the candidate's reappointment file.
- III.9.9.6** In the event that, after receiving the recommendation from COAP, the University Librarian upholds the recommendation for reappointment made by the Library Personnel Committee, the University Librarian shall recommend to the President that the member be granted reappointment.
- III.9.9.7** In the event that COAP refuses to endorse a positive recommendation for reappointment from the Library Personnel Committee, the University Librarian shall so inform the candidate and the Library Personnel Committee, setting out in writing COAP's reasons. This statement of reasons shall reflect the actual grounds for COAP's recommendation, be substantive in nature, and be clearly related to the criteria for the granting of reappointment as defined in this Agreement. The candidate and the Library Personnel Committee shall have the right to submit a written response within two (2) weeks to the University Librarian. The University Librarian shall consider any such written response before he/she makes a recommendation to the President.
- III.9.9.8** In the event that the Library Personnel Committee recommends against reappointment, and in the event that the University Librarian, after having received a recommendation from COAP, intends to recommend against reappointment, the University Librarian shall so inform the candidate. The University Librarian shall request the Chair of the Library Personnel Committee to state in writing the reasons for the Library Personnel Committee's decision, and the University Librarian shall convey these to the candidate. 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 granting of reappointment as defined in this Agreement. The candidate shall have the right to submit a written response within two (2) weeks to the University Librarian. The University Librarian shall consider the candidate's written response before he/she makes a recommendation to the President.
- III.9.10** REAPPOINTMENT DECISION
- III.9.10.1** Following receipt of the recommendation from the Library Personnel Committee and COAP, and any subsequent responses from the candidate and/or the Library Personnel Committee, the University Librarian shall make a recommendation on reappointment.
- III.9.10.1.2** The University Librarian, giving reasons, may ask that the Library Personnel

**Committee and/or the candidate provide further evidence and/or supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a reappointment file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's reappointment file. In the event that such a request from the University Librarian would result in more than two (2) external assessments in the reappointment file, approval of Joint Committee is required.**

- III.9.10.2** The University Librarian shall provide a copy to the candidate of the letter of recommendation which he/she intends to forward to the President. This letter shall set out the University Librarian's reasons for his/her recommendation.
- III.9.10.3** The candidate may provide a written response within two (2) weeks to the University Librarian's letter, to be included in the materials to be forwarded by the University Librarian to the President.
- III.9.10.4** The University Librarian will forward all materials in the reappointment file to the President.
- III.9.10.5** The President, giving reasons, may ask that the Library Personnel Committee and/or the candidate provide further evidence and/or supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a reappointment file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's reappointment file. In the event that such a request from the President would result in more than two (2) external assessments in the reappointment file, approval of Joint Committee is required.
- III.9.10.5.1** Following receipt of the recommendation from the University Librarian and of the candidate's reappointment file, including all prior recommendations and responses, if any, the President shall make a recommendation to the Board to grant reappointment or make a decision to deny reappointment.
- III.9.10.6** If the President decides to deny reappointment, the candidate shall be so informed and shall receive in writing a statement of reasons from the President. This statement of reasons shall reflect the actual grounds for the President's decision, be substantive in nature, and be clearly related to the criteria for the award of reappointment as defined in this Agreement.
- III.9.10.7** A decision to grant reappointment to a member shall be made subsequent to the University Librarian making a recommendation concerning reappointment to the President and the President making a positive recommendation to grant reappointment to the Board. A decision to grant reappointment will be made by the Board and communicated to the candidate, the Chair of the Library Personnel Committee, and the

**Chair of COAP by the President.**

**III.9.10.8 Reappointment decisions take effect immediately upon the end of the initial probationary period.**

**III.10 PERMANENCY FOR PROFESSIONAL LIBRARIANS**

**III.10.1 DEFINITION OF A PERMANENCY DECISION**

**III.10.1.1 A decision to award or deny permanency constitutes a permanency decision.**

**III.10.1.2 A decision to award permanency shall be made by the Board only on the recommendation of the President, who shall first receive a recommendation from the University Librarian, following the University Librarian's receipt of a recommendation from COAP and from the Library Permanency Committee. A decision to deny permanency shall be made by the President.**

**III.10.1.3 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.10.2 ANNUAL MEETING WITH THE UNIVERSITY LIBRARIAN FOR MEMBERS ON PROBATIONARY APPOINTMENTS**

**III.10.2.1 The University Librarian's Office shall contact all members holding probationary appointments to arrange a meeting with the University Librarian to be held by April 30<sup>th</sup> of each year of the member's probationary appointment to discuss his/her progress towards permanency.**

**III.10.3 ELIGIBILITY TO BE CONSIDERED FOR PERMANENCY**

**III.10.3.1 Probationary appointments made at the Librarian I and II rank shall involve an initial probationary term of two (2) years and a probationary reappointment for a further two (2) years, subject to a recommendation for reappointment carried out under the provisions of this Article. Consideration for permanency occurs in the fourth (4<sup>th</sup>) year of probationary service. The total probationary period is not to exceed four years.**

**III.10.3.2 In exceptional cases, when an appointment to Librarian III or IV rank is made of a person with a proven record of outstanding professional qualifications, permanency may be awarded immediately upon appointment, but only after the Library Permanency Committee and COAP have been consulted.**

**III.10.3.3 EARLY CONSIDERATION FOR PERMANENCY**



- III.10.3.3.1** Members may receive early consideration for permanency in the second (2<sup>nd</sup>) year of the initial two (2) year term provided they have demonstrated (i) competence in the performance of duties and (ii) promise of continuing development as a librarian.
- III.10.3.3.2** The early permanency hearing process follows the regular permanency hearing process described in this Article with the addition of the use of external reviewers to assess (i) competence in the performance of duties, and (ii) promise of continuing development as a librarian. The views of external assessors will be sought according to the procedures in this Article.
- III.10.3.3.3** The early permanency hearing process may be initiated by the member, by notice in writing to the member's Chair, no later than nine (9) months before the end of the member's initial probationary appointment.
- III.10.3.3.4** In cases where early permanency is not granted, members will be subject to either Recommendations (i) or (ii) of III.9.8.6.
- III.10.3.3.5** A negative outcome of an early permanency consideration shall in no way prejudice the outcome of any subsequent permanency hearing.
- III.10.3.4** **ELIGIBILITY TO BE CONSIDERED FOR PERMANENCY FOR MEMBERS WITH PREVIOUS LIMITED TERM SERVICE**
- III.10.3.4.1** A member with previous combined limited term service within the bargaining unit of one (1) year or less, who is granted a probationary appointment, shall follow the eligibility conditions as set out in III.10.3.1.
- III.10.3.4.2** When a member holding a limited term appointment within the bargaining unit is granted a probationary appointment, the limited term service shall be accredited as the equivalent of probationary service provided that the candidate agrees. If a member elects not to count previous limited term service within the bargaining unit as probationary service, the conditions for eligibility for permanency in III.10.3.1 apply.
- III.10.3.5** **EXTENSION OF PROBATIONARY PERIOD**
- III.10.3.5.1** Notwithstanding the various provisions above which define a maximum period of probationary service, a member who has had a pregnancy leave during her probationary period under IV.5.4.2 and IV.5.4.3 or a member who has taken a parental or adoption leave of more than four (4) months during his/her probationary period under IV.5.4.2 and IV.5.4.4 shall, upon written request to the University Librarian, no later than three (3) months following his/her return to duties after pregnancy, parental, or adoption leave, or by August 1<sup>st</sup> of the year in which he/she was scheduled to be considered for permanency, whichever is earlier, have his/her probationary period increased by one (1) year.

- III.10.3.5.2** Similarly, a member who, during the probationary appointment has taken a sick leave under IV.5.4.5 of more than four (4) months may elect to have the probationary appointment extended by up to one (1) year, upon written request by the member to the University Librarian within six (6) months following return to duties. Where the absence is for one (1) year or more, the probationary period for the member shall be extended by up to two (2) years, upon written request by the member to the University Librarian no later than six (6) months following return to duties after the absence.
- III.10.3.5.3** On compassionate grounds or in exceptional circumstances, a member may make a request to the University Librarian that his/her probationary period be extended, normally for one (1) year.
- III.10.3.5.4** Notwithstanding the above, the maximum combined extensions granted to a member during his/her probationary appointment and reappointment will normally not exceed a total of two (2) years.
- III.10.4** **CRITERIA FOR PERMANENCY**
- III.10.4.1** In assessing a candidate for permanency, the Library Permanency Committee, COAP, the University Librarian, the President, and the Board shall pay principal regard to competence in the performance of duties and promise of continuing development as a librarian. In order to qualify for permanency, the 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 IV.1.2.
- III.10.4.2** The Librarians' Committee will formally adopt written standards for the application of these criteria in the permanency process. These standards shall be binding upon the Library Permanency Committees following approval by the University Librarian, in consultation with the Librarians' Committee. The written standards will be made available to Faculty Board and Joint Committee for information and discussion.
- III.10.4.3** The Librarians' Committee shall review the written standards at least every seven years. When the Librarians' Committee revises the written standards for the application of the permanency criteria, the Chair of the Library Personnel Committee shall submit the proposed revisions to the University Librarian. These revised standards shall be binding upon the Library Permanency Committee following approval by the University Librarian, in consultation with the Librarians' Committee. Approved revised written standards will be made available to Faculty Board and Joint Committee for information and discussion.
- III.10.4.4** Where the standards have been revised during a candidate's probationary period, specific notice of the change(s) will be given by the University Librarian to the candidate, copied to the Chair of the Library Personnel Committee. The University Librarian's notice shall draw the candidate's attention to the relevant sections of this agreement, including the deadlines specified in III.10.5.

**III.10.4.5** When the Librarian's Committee adopts or revises its written standards for the application of the permanency criteria (in accordance with III.10.4.2 and III.10.4.3) during a candidate's probationary appointment, the candidate for permanency shall be asked to state in writing, to the University Librarian within three (3) months of notice from the University Librarian that the written standards have been revised, whether the candidate wishes to be considered under the approved written standards under which he/she was hired or the revised written standards, failing which the approved standards which were in place at the time of his/her initial probationary appointment will apply.

**III.10.5** **TIMING**

**III.10.5.1** The University Librarian shall inform the candidate, in writing, no later than nine (9) months prior to the end of his/her probationary period, that he/she will be considered for permanency. The University Librarian's letter shall draw the candidate's attention to the relevant sections of this Agreement, including the deadline for the candidate to submit his/her permanency file.

**III.10.5.2** The Chair of the Library Personnel Committee shall inform the candidate no later than nine (9) months prior to the end his/her probationary period that his/her permanency hearing has been initiated, and that the candidate is to submit such evidence as required by this agreement and other such supporting evidence as he/she sees fit, no later than seven (7) months prior to the end of his/her probationary period. On compassionate grounds or in exceptional circumstances, a member may make a request to the University Librarian that his/her application deadline be extended, normally for one (1) month.

**III.10.5.3** The Chair of the Library Personnel Committee shall forward the Committee's recommendation for or against permanency to the University Librarian no later than five (5) months prior to the end of the candidate's probationary period. If circumstances prevent the Library Personnel Committee from meeting this deadline, the Chair of the Library Personnel Committee shall inform the University Librarian in writing, with a copy to the candidate. COAP, the University Librarian, and the President will work within a timeline which will, under normal circumstances, permit the President to convey a decision regarding permanency to the candidate no later than three (3) months prior to the end of the probationary period.

**III.10.5.4** Once a decision to grant permanency has been made by the Board, it shall take effect immediately upon the end of the probationary period. If a decision to grant permanency is delayed because of reconsideration beyond the end of the probationary period, permanency shall take effect retroactively to the end of the probationary period. If the candidate has submitted materials by seven (7) months before the end of the initial probationary period, and a decision to deny permanency is nonetheless delayed beyond the end of the probationary period, the candidate shall be granted a further six (6) month limited term appointment, notwithstanding the various provisions of this Article.

**III.10.6** **COMPOSITION OF THE LIBRARY PERMANENCY COMMITTEE**

- III.10.6.1** When a permanency decision is to be made, a Library Permanency Committee shall be established, composed of five (5) persons, or, in the case of a permanency Committee for a member with an appointment in more than one academic unit, six (6) persons.
- III.10.6.2** The Committee shall consist of the Chair of the Library Personnel Committee, as voting Chair, three (3) permanent librarian members elected by and amongst the members of the Librarians' Committee, and one (1) faculty member from within the University appointed by the University Librarian in consultation with the Chair of the Library Permanency Committee. Where there is no representation from a designated group as defined by Employment Equity legislation amongst the librarian members elected by the Librarians' Committee, the University Librarian's appointee shall normally be a member of a designated group as defined by Employment Equity legislation. All members of the Committee are voting members.
- III.10.6.3** When a candidate holds an appointment in more than one academic unit, the Library Permanency Committee shall also include a member from the non-home academic unit with full voting rights. This member will be appointed by the University Librarian, in consultation with the Chair of the Library Permanency Committee and the candidate. In such cases the total number of members on the Library Permanency Committee will be six (6), inclusive of the Chair of the Library Permanency Committee.
- III.10.7** PERMANENCY FILES
- III.10.7.1** Candidates are responsible for assembling their own permanency file and for delivering it to the Library Permanency Committee by the date specified in III.10.5.2.
- III.10.7.2** The permanency file shall consist of all materials provided by the member pursuant to III.10.7.8, and all other material, reports, assessments and candidate responses compiled under this Article.
- III.10.7.3** The permanency file shall not contain any letters not solicited either by the candidate, according to the provisions of III.10.7.8 (e), or by the Chair of the Library Permanency Committee or by the University Librarian, according to the procedures set out in this agreement, with the exception of the Library Permanency Committee's letter of recommendation, the report from COAP (see III.10.9.5), and the University Librarian's letter of recommendation.
- III.10.7.4** The permanency file shall not contain any unsigned material.
- III.10.7.5** After the permanency file has been submitted to the Library Permanency Committee and before the permanency file has been forwarded to the University Librarian, the candidate can add new material to the file only if the new material that the candidate is adding is sufficiently significant that it might affect the recommendation or decision.

- III.10.7.6** No material can be removed from the permanency file without the agreement of the candidate, the Library Permanency Committee, the University Librarian and the Association.
- III.10.7.7** After submitting his/her permanency file to the Library Permanency Committee, the candidate shall have access to the permanency file only under conditions specified in III.10.8.5 and III.10.9.4 (ii) below.
- III.10.7.8** By the date specified in III.10.5.2, the Member shall provide the following materials to the Library Permanency Committee:
- (a)** An up-to-date curriculum vitae indicating clearly the performance of professional librarian duties, by date;
  - (b)** where relevant, copies of professional publications; copies of creative work (or citations to same); evidence of conference presentations; copies of library subject guides, course guides and pathfinders; manuscripts under consideration and evidence of their status; evidence of grant applications; evidence of professional and scholarly contributions;
  - (c)** copies of library instructional workshop syllabi; evidence of service to the University, to the community and to the profession at large; evidence of professional recognitions such as service awards, as appropriate; and other documentation as relevant;
  - (d)** any additional information identified in the Librarians' Committee written standards for the application of the permanency criteria;
  - (e)** any additional information about his/her professional accomplishments that the candidate deems relevant.
- III.10.7.9** In addition, the candidate shall include a covering letter which serves as a guide to the candidate's permanency file for members of the Library Permanency Committee, COAP, the University Librarian, and the President.
- III.10.7.10** The Library Permanency Committee shall follow a fair and reasonable plan to secure the views of librarians and faculty, and the Chair of the Library Permanency Committee shall include a report on this plan when he/she submits the recommendation of the Library Permanency Committee to the University Librarian. The Library Permanency Committee may choose to secure the views of qualified assessors from outside the University. If the Library Permanency Committee chooses not to do so, the candidate may nevertheless require that the views of qualified assessors be sought. If the views of external assessors are sought, the procedures in III.10.7.11 shall be followed.
- III.10.7.10.1** The Chair of the Library Permanency Committee shall invite librarians to comment on the candidate's performance of professional duties, scholarly and research contributions, contributions to the profession at large, and service to the university and

the community. With the candidate's permission, the Chair of the Library Permanency Committee may contact members of the University outside the Library to comment on the candidate's scholarly and research contributions, contributions to the profession at large, and service to the university and the community. The Chair of the Library Permanency Committee shall make available the non-confidential parts of the candidate's promotion file. Confidential materials include any letters by librarians, faculty, or externals written with the expectation of confidentiality. Colleagues shall be given at least ten (10) working days to submit their comments. Such written views from colleagues will be added to the candidate's promotion file.

### **III.10.7.11**      **EXTERNAL ASSESSORS**

**III.10.7.11.1**      Any external assessors sought or required as part of a candidate's permanency consideration shall be selected according to this Article. The Chair of the Library Permanency Committee shall provide to the University Librarian the names of at least four (4) qualified assessors from outside of Trent, at least two (2) of whom shall be the choice of the Library Permanency Committee and at least two (2) of whom shall be the choice of the candidate. The Chair of the Library Permanency Committee shall provide the University Librarian with a summary of professional background or a brief c.v. as applicable and contact information for each of the assessors, as well as a rationale for the selection of assessors. Two assessors, one (1) named by Library Permanency Committee and one (1) named by the candidate, shall be requested by the University Librarian to furnish assessments of the candidate's scholarly and research contributions and contributions to the profession at large, in accordance with the permanency criteria as specified in III.10.4 and the Librarians' Committee approved written standards for the application of the criteria. On receipt of the assessors' reports, the University Librarian shall place them in the candidate's permanency file.

### **III.10.8**            **RECOMMENDATION OF THE LIBRARY PERMANENCY COMMITTEE**

**III.10.8.1**            The members of the Library Permanency Committee shall review the contents of the candidate's permanency file and shall meet to discuss the candidate's permanency application.

**III.10.8.2**            Quorum for Library Permanency Committee meetings, at which a permanency file is being discussed and/or voted on, shall be all members of the Library Permanency Committee, save any members who are in a conflict of interest. Members who are in a conflict of interest will recuse themselves from any Library Permanency Committee meetings at which the relevant permanency file is being discussed and/or voted on.

**III.10.8.2.1**         Committee decisions shall be made by formal vote. Votes shall be conducted by secret ballot. Committee members may not abstain from voting. A simple majority of votes carries. A record of the results of the vote as well as the minutes of all Library Permanency Committee meetings shall be forwarded to the Office of the University Librarian when the Chair of the Library Permanency Committee forwards the Library Permanency Committee's recommendation to the University Librarian. Such records are confidential, and the Library Permanency Committee's minutes will not form part of the permanency file. They shall be kept for twelve (12) months after the permanency decision has been issued or until the end of any related grievance or arbitration.

- III.10.8.2.2** Members of the Library Permanency Committee shall maintain confidentiality regarding the Library Permanency Committee's deliberations and decisions, unless, as a result of a grievance process, legal or contractual proceedings require otherwise. Committee members who violate this requirement of confidentiality shall be removed from the Library Permanency Committee by the Chair of the Library Permanency Committee.
- III.10.8.2.3** Notwithstanding the confidential nature of the deliberations and decisions leading to recommendations of the Library Permanency Committee, any allegations of procedural irregularities may be brought to the attention of the University Librarian or any TUFA officer.
- III.10.8.3** Prior to rendering its decision, the Library Permanency Committee may, giving reasons, request the candidate to provide further evidence and/or supporting documentation, provided such information is specified in this Agreement as belonging in a permanency file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's permanency file.
- III.10.8.4** If the Library Permanency Committee has serious reservations about the qualification of the candidate for permanency, the Chair of the Library Permanency Committee shall so inform the candidate, and set out in writing the reasons for its reservations. The candidate shall have the right to request reconsideration by the Library Permanency Committee before it makes its recommendation to the University Librarian.
- III.10.8.5** Should the candidate request reconsideration, the candidate shall submit a written response within two (2) weeks to the Chair of the Library Permanency Committee. The evidence to be considered by the Library Permanency Committee in its reconsideration is to be confined to the candidate's permanency file, the candidate's written response, and whatever additional relevant information the candidate provides. In preparing a written response, the candidate shall have access to the full contents of his/her permanency file, including the confidential letters from librarians, faculty, and external assessors, as appropriate, with identities masked.
- III.10.8.6** After considering all the submissions and discussing the case in the context of the criteria for the awarding of permanency as set out in III.10.4 and the Librarians' Committee approved written standards for the application of the criteria, and, where applicable, having considered a candidate's request for reconsideration as per III.10.8.5, the Library Permanency Committee shall, by formal vote, make one of the following recommendations to the University Librarian:
- i) grant permanency**
  - ii) not grant permanency**

- III.10.8.7** The letter transmitting the Library Permanency Committee’s recommendation will be reviewed and approved by the members of the Library Permanency Committee prior to the Chair of the Library Permanency Committee forwarding the letter to the University Librarian.
- III.10.8.8** The Chair of the Library Permanency Committee shall provide a copy to the candidate of the Library Permanency Committee’s recommendation which the Chair of the Library Permanency Committee intends to forward to the University Librarian. The Committee’s recommendation shall include reasons for the recommendation and a numerical record of the vote.
- III.10.8.8.1** The candidate may provide a written response within two (2) weeks to the Library Permanency Committee’s letter, to be included in the tenure file to be forwarded by the Chair of the Library Permanency Committee to the University Librarian with the recommendation of the Library Permanency Committee.
- III.10.8.9** The Library Permanency Committee may also recommend to the University Librarian that the candidate be promoted to Librarian III, conditional upon the receipt of permanency, provided the candidate is eligible for consideration for promotion to Librarian III and is thoroughly satisfactory in the performance of the duties and responsibilities as set out in IV.1.2, bearing in mind the exemptions under IV.2.1.4.2.
- III.10.8.10** The Chair of the Library Permanency Committee shall forward to the University Librarian, for consideration by COAP, the recommendation concerning permanency of the Library Permanency Committee, the candidate’s response, if any, all supporting arguments and all correspondence and documentation considered by the Library Permanency Committee, and a report on the procedures followed.
- III.10.8.10.1** The recommendation shall address the candidate's competence in the performance of duties and promise of continuing development, and will be governed by the criteria for the granting of permanency as set out in III.10.4, and the Librarians’ Committee approved written standards for the application of the criteria.
- III.10.8.10.2** Where relevant, the Chair of the Library Permanency Committee shall forward to the University Librarian, for consideration by COAP, a recommendation of the Library Permanency Committee concerning promotion to Librarian III, and all supporting arguments and all correspondence and documentation considered by the Library Permanency Committee.
- III.10.9** **RECOMMENDATION OF COAP TO THE UNIVERSITY LIBRARIAN**
- III.10.9.1** COAP shall review all the submissions and recommendations pertaining to permanency in the context of the criteria set out in 4.0 above and the Librarians’ Committee approved written standards for the application of the criteria, and shall have access to all materials tabled in the Library Permanency Committee.



- III.10.9.2** The meetings of COAP for all deliberations regarding permanency for professional librarians shall be conducted according to the procedures set out below.
- III.10.9.2.1** COAP shall be chaired by the University Librarian. The University Librarian shall be non-voting.
- III.10.9.2.2** Quorum for COAP meetings, at which a permanency file is being discussed and/or voted on, shall be eight (8) of ten (10) voting members, with at least one (1) voting member from the Library.
- III.10.9.2.3** Decisions at COAP shall be made by formal vote. Votes on motions regarding Library Permanency Committee recommendations for or against permanency shall be conducted by secret ballot. Committee members may abstain from voting only if they have declared a conflict of interest or have been deemed to be in a conflict of interest. A simple majority of votes carries. A record of the results of each vote will be kept in the minutes. COAP minutes shall be kept for twelve (12) months after the permanency decision has been issued or until the end of any related grievance or arbitration.
- III.10.9.2.4** Members of COAP shall maintain confidentiality regarding COAP's deliberations and decisions, unless, as a result of a grievance process, legal or contractual proceedings require otherwise. Committee members who violate this requirement of confidentiality shall be removed from COAP by the Chair of COAP.
- III.10.9.2.5** Notwithstanding the confidential nature of the deliberations and decisions leading to recommendations of COAP, any allegations of procedural irregularities may be brought to the attention of the Vice President Academic or any TUSA officer.
- III.10.9.3** Prior to rendering its decision, COAP may, giving reasons, request the University Librarian to ask that the Library Permanency Committee and/or the candidate provide further evidence and/or supporting documentation, provided such information is specified in this Agreement as belonging in a permanency file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's permanency file.
- III.10.9.4** COAP by formal vote may:
- (i) endorse a recommendation concerning permanency from the Library Permanency Committee, in which case COAP recommends to the University Librarian that the recommendation from Library Permanency Committee be upheld; or
  - (ii) giving reasons, request the University Librarian to ask that the Library Permanency Committee reconsider its recommendation concerning permanency. As part of its request for reconsideration, COAP may request the University Librarian to ask that the Library Permanency

**Committee and/or the candidate provide further evidence and/or supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a permanency file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's permanency file. In the event that such a request from COAP would result in more than two (2) external assessments in the permanency file, approval of Joint Committee is required. When a request that the Library Permanency Committee reconsider its recommendation is made, the candidate shall have access to the full contents of his/her permanency file, including any confidential letters from students, faculty, and external assessors, with identities masked, and the reasons provided by COAP to the University Librarian in its request that the Library Permanency Committee reconsider its recommendation; or**

- (iii) refuse to endorse a recommendation concerning permanency 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.10.4 and the Librarians' Committee approved written standards for the application of the criteria, or a finding of determinative procedural or substantive error or bias, in which case COAP recommends to the University Librarian that the recommendation from the Library Permanency Committee not be upheld.**

**III.10.9.5 The Recording Secretary of COAP shall provide to the University Librarian a detailed written account of COAP's reasons for its recommendation. This written account will be reviewed and approved by the members of COAP prior to its being provided to the University Librarian. This report shall be included in the candidate's permanency file.**

**III.10.9.6 In the event that, after receiving the recommendation from COAP, the University Librarian upholds the recommendation of permanency made by the Library Permanency Committee, the University Librarian shall recommend to the President that the member be granted permanency.**

**III.10.9.7 In the event that COAP refuses to endorse a positive recommendation of permanency from the Library Permanency Committee, the University Librarian shall so inform the candidate and the Library Permanency Committee, setting out in writing COAP's reasons. This statement of reasons shall reflect the actual grounds for COAP's recommendation, be substantive in nature, and be clearly related to the criteria for the granting of permanency as defined in this Agreement. The candidate and the Library Permanency Committee shall have the right to submit a written response within two (2) weeks to the University Librarian. The University Librarian shall consider any such written response before he/she makes a recommendation to the President.**

**III.10.9.8 In the event that the Library Permanency Committee recommends against permanency, the University Librarian, after having received a recommendation from COAP, shall so inform the candidate. The University Librarian shall request the Chair**

of the Library Permanency Committee to state in writing the reasons for the Library Permanency Committee's decision, and the University Librarian shall convey these to the candidate. 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 granting of permanency as defined in this Agreement. The candidate shall have the right to submit a written response within two (2) weeks to the University Librarian. The University Librarian shall consider the candidate's written response before he/she makes a recommendation to the President.

### **III.10.10**

#### **PERMANENCY DECISION**

##### **III.10.10.1**

Following receipt of the recommendation from the Library Permanency Committee and COAP, and any subsequent responses from the candidate and/or the Library Permanency Committee, the University Librarian shall make a recommendation on permanency.

##### **III.10.10.1.2**

The University Librarian, giving reasons, may ask that the Library Permanency Committee and/or the candidate provide further evidence and/or supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a permanency file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's permanency file. In the event that such a request from the University Librarian would result in more than two (2) external assessments in the permanency file, approval of Joint Committee is required.

##### **III.10.10.2**

The University Librarian shall provide a copy to the candidate of the letter of recommendation which he/she intends to forward to the President. This letter shall set out the University Librarian's reasons for his/her recommendation.

##### **III.10.10.3**

The candidate may provide a written response within two (2) weeks to the University Librarian's letter, to be included in the materials to be forwarded by the University Librarian to the President.

##### **III.10.10.4**

The University Librarian will forward all materials in the permanency file to the President.

##### **III.10.10.5**

The President, giving reasons, may ask that the Library Permanency Committee and/or the candidate provide further evidence and/or supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a permanency file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's permanency file. In the event that such a request from the President would result in more than two (2) external assessments in the permanency file, approval of Joint Committee is required.

- III.10.10.5.1** Following receipt of the recommendation from the University Librarian and the candidate's permanency file, including all prior recommendations and responses, if any, the President shall make a recommendation to the Board to grant permanency or make a decision to deny permanency.
- III.10.10.6** If the President decides to deny permanency, the candidate shall be so informed and shall receive in writing a statement of reasons from the President. This statement of reasons shall reflect the actual grounds for the President's decision, be substantive in nature, and be clearly related to the criteria for the award of permanency as defined in this Agreement.
- III.10.10.7** A decision to grant permanency to a member shall be made subsequent to the Library Permanency Committee making a positive recommendation to the University Librarian, and the University Librarian making a positive recommendation to grant permanency to the President and the President making a positive recommendation to grant permanency to the Board. A decision to grant permanency will be made by the Board and communicated to the candidate, the Chair of the Library Permanency Committee, and the Chair of COAP by the President.
- III.10.10.8** The decision to promote to Librarian III simultaneous with the granting of permanency shall be made subsequent to the University Librarian making a positive recommendation to promote to Librarian III to the President and the President making a positive recommendation to promote to Librarian III to the Board. A decision to promote to Librarian III will be made by the Board and communicated to the candidate and the University Librarian by the President.
- III.10.10.9** Permanency decisions and/or decisions to promote to Librarian III take effect upon the end of probationary period.

**III.11** **PROMOTION OF PROFESSIONAL LIBRARIANS**

**III.11.1** **DEFINITION OF A PROMOTION DECISION**

- III.11.1.1** A decision to promote or not promote constitutes a promotion decision.
- III.11.1.2** A decision to promote shall be made by the Board only on the recommendation of the President, who shall first receive a recommendation from the University Librarian, following the University Librarian's receipt of a recommendation from COAP and from the relevant Library Personnel Committee. A decision to deny promotion shall be made by the University Librarian or the President.
- III.11.1.3** Promotion shall not be granted without a positive recommendation from the University Librarian and the President, provided that each carries out the duties assigned in the promotion process under this Agreement without determinative procedural or substantive error or bias.

### **III.11.2**            ELIGIBILITY TO BE CONSIDERED FOR PROMOTION

**III.11.2.1**            Librarians at ranks I, II and III are eligible to be considered for promotion during the academic year in which they are on the step of their current rank scale immediately below the lowest step in the next highest rank scale. The University Librarian shall inform candidates of their eligibility to be considered for promotion by July 1<sup>st</sup> of the first year in which they are eligible for consideration. Requests to be considered for promotion, which must be in writing to the Chair of the Library Personnel Committee, copied to the University Librarian, may be made no later than October 15<sup>th</sup> of any year in which the candidate wishes to be considered for promotion.

**III.11.2.2**            When 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 to be considered for promotion, they may immediately request to be considered for promotion in writing to the Chair of the Library Personnel Committee, copied to the University Librarian. If not promoted at this point, members shall be considered for promotion in any subsequent year that they so request as per the provisions of III.11.2.1.

**III.11.2.3**            When a candidate is 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 IV.1.2 (ii) obligations under 3.1.1. Recommendations for promotion to Librarian III that are coincident with recommendations for permanency may be made by the Library Permanency Committee to the University Librarian. See III.10.8.9.

### **III.11.3**            CRITERIA FOR PROMOTION

#### **III.11.3.1**            CRITERIA FOR PROMOTION TO LIBRARIAN III

**III.11.3.1.1**            A candidate who is being recommended for permanency and who is simultaneously eligible to be considered for promotion to Librarian III shall be recommended for promotion to Librarian III by the Library Permanency Committee, provided that the candidate is competent in the performance of the duties; shows an interest in general library policy; and has demonstrated an interest and activity in at least one of the following: making contributions to the profession at large; scholarship, research, and university teaching; university service or professionally-related community service.

**III.11.3.1.2**            When a member who was not promoted to Librarian III at the time he/she was awarded permanency requests at a later date to be considered for promotion to Librarian III (see III.11.2.1), the Departmental/Program Personnel Committee shall make a recommendation to the University Librarian, based on whether the member has continued to fulfil the criteria for the granting of permanency, and is entirely satisfactory in the performance of the duties and responsibilities as set out in IV.1.2.

#### **III.11.3.2**            CRITERIA FOR PROMOTION TO LIBRARIAN IV

**III.11.3.2.1** The criteria for promotion to Librarian IV shall be: thoroughly satisfactory in the performance of professional duties in the Library, and an effective contributor to the shaping of library or archives policy; significant contributions to the profession at large and/or in scholarship, research and university teaching; and active participation in university service or professionally-related community service. Where the Librarians' Committee has formally adopted written specific standards for the application of these criteria, these standards shall be binding upon the Library Personnel Committee, provided that they have first been approved by the University Librarian, and made available for information and discussed at Faculty Board and Joint Committee.

**III.11.4** **TIMING**

**III.11.4.1** The Chair of the Library Personnel Committee shall forward the Committee's recommendation for or against promotion to the University Librarian by the fourth (4<sup>th</sup>) Wednesday of the winter term. If circumstances prevent the Library Personnel Committee from meeting this deadline, the Chair of the Library Personnel Committee shall inform the University Librarian in writing, with a copy to the candidate. COAP, the University Librarian, and the President will work within a timeline which will, under normal circumstances, permit the President to convey a decision regarding promotion to the candidate by June 30<sup>th</sup> of the year in which the promotion hearing was initiated.

**III.11.4.2** Once a decision to promote has been made by the Board, it shall take effect on July 1<sup>st</sup>. If a decision to promote is delayed because of reconsideration beyond June 30<sup>th</sup> of the academic year in which promotion hearing was initiated, promotion shall take effect retroactively to July 1<sup>st</sup>.

**III.11.5** **COMPOSITION OF THE LIBRARY PERSONNEL COMMITTEE**

**III.11.5.1** Library Personnel Committees shall be elected annually by and amongst members of the Librarians' Committee. Consideration should be paid to representation of designated groups as defined by Employment Equity legislation. The Chair of the Library Personnel Committee shall vote.

**III.11.5.2** When a candidate holds an appointment in more than one academic unit, the Library Personnel Committee shall also include a member from the non-home unit, with full voting rights. This member will be appointed by the University Librarian, in consultation with the Chair of the Library Personnel Committee and the candidate.

**III.11.6** **PROMOTION FILES**

**III.11.6.1** The Chair of the Library Personnel Committee shall inform the members of the Library Personnel Committee, by November 1<sup>st</sup> of each year, whether any members of the Library have requested to be considered for promotion under the provisions of III.11.2.1 or III.11.2.2, with the exception of those candidates who are eligible to be considered for promotion to Librarian III simultaneous with being considered for permanency.

- III.11.6.1.2** A candidates who wishes to be considered for promotion to Librarian IV must notify the Chair of the Library Personnel Committee by November 1<sup>st</sup> whether he/she wishes his/her candidacy to be considered by the criteria as specified in III.11.3.
- III.11.6.2** Candidates are responsible for assembling their own promotion file and for delivering it to the Library Personnel Committee by November 30<sup>th</sup>.
- III.11.6.3** The promotion file shall consist of all materials provided by the member pursuant to III.11.6.9, and all other material, reports, assessments and candidate responses compiled under this Article.
- III.11.6.4** The promotion file shall not contain any letters not solicited either by the candidate, according to the provisions of III.11.6.9 (e), or by the Chair of the Library Personnel Committee or by the University Librarian, according to the procedures set out in this agreement, with the exception of the Library Personnel Committee's letter of recommendation, the report from COAP (see III.11.8.5), and the University Librarian's letter of recommendation.
- III.11.6.5** The promotion file shall not contain any unsigned material.
- III.11.6.6** After the promotion file has been submitted to the Library Personnel Committee and before the promotion file has been forwarded to the University Librarian, the candidate can add new material to the file only if the new material that the candidate is adding is sufficiently significant that it might affect the recommendation or decision.
- III.11.6.7** No material can be removed from the promotion file without the agreement of the candidate, the Library Personnel Committee, the University Librarian and the Association.
- III.11.6.8** After submitting his/her promotion file to the Library Personnel Committee, the candidate shall have access to the promotion file only under conditions specified in III.11.7.5 and III.11.8.4 (ii) below.
- III.11.6.9** By November 30<sup>th</sup>, the Member shall provide the following materials to the Library Personnel Committee:
- (a) An up-to-date curriculum vitae indicating clearly the performance of professional librarian duties, by date;
  - (b) where relevant, copies of professional publications; copies of creative work (or citations to same); evidence of conference presentations; copies of library subject guides, course guides and pathfinders; manuscripts under consideration and evidence of their status; evidence of grant applications; evidence of professional and scholarly contributions;

(c) copies of library instructional workshop syllabi; evidence of service to the University, to the community and to the profession at large; evidence of professional recognitions such as service awards, as appropriate; and other documentation as relevant;

(d) any additional information identified in the Librarians' Committee written standards for the application of the permanency criteria;

(e) any additional information about his/her professional accomplishments that the candidate deems relevant.

**III.11.6.9.1** In addition, the candidate shall include a covering letter which serves as a guide to the candidate's promotion file for members of the Library Personnel Committee, COAP, the University Librarian, and the President.

**III.11.6.10** The Library Personnel Committee shall follow a fair and reasonable plan to secure the views of librarians and faculty, and the Chair of the Library Personnel Committee shall include a report on this plan when he/she submits the recommendation of the Library Personnel Committee to the University Librarian.

**III.11.6.10.1** In the case of promotion to Librarian IV the views of two (2) qualified assessors from outside the University will normally be sought. In all cases where the views of external assessors are sought under this Article, the procedures in III.11.6.11 shall be followed.

**III.11.6.10.2** The Chair of the Library Personnel Committee shall invite librarians to comment on the candidate's performance of professional duties, scholarly and research contributions, contributions to the profession at large, and service to the university and the community. With the candidate's permission, the Chair of the Library Personnel Committee may contact members of the University outside the Library to comment on the candidate's scholarly and research contributions, contributions to the profession at large, and service to the university and the community. The Chair of the Library Personnel Committee shall make available the non-confidential parts of the candidate's promotion file. Confidential materials include any letters by librarians, faculty, or externals written with the expectation of confidentiality. Colleagues shall be given at least ten (10) working days to submit their comments. Such written views from colleagues will be added to the candidate's promotion file.

**III.11.6.11** EXTERNAL ASSESSORS

**III.11.6.11.1** Any external assessors sought as part of a candidate's promotion consideration shall be selected according to this Article. The Chair of the Library Personnel Committee shall provide to the University Librarian the names of at least four (4) qualified assessors from outside of Trent, at least two (2) of whom shall be the choice of the Library Personnel Committee and at least two (2) of whom shall be the choice of the candidate. The Chair of the Library Personnel Committee shall provide the University Librarian with a summary of professional background or a brief c.v. as applicable and contact information for each of the assessors, as well as a rationale for the selection of assessors.



Two assessors, one (1) named by the Library Personnel Committee and one (1) named by the candidate, shall be requested by the University Librarian to furnish assessments of the candidate's scholarly and research contributions and/or contributions to the profession at large, in accordance with the criteria as specified in III.11.3 by which the candidate elects to be assessed and, where relevant, the Librarians' Committee approved written standards for the application of the criteria. On receipt of the assessors' reports, the University Librarian shall place them in the candidate's promotion file.

### **III.11.7 RECOMMENDATION OF THE LIBRARY PERSONNEL COMMITTEE**

- III.11.7.1** The members of the Library Personnel Committee shall review the contents of the candidate's promotion file and shall meet to discuss the candidate's promotion application.
- III.11.7.2** Quorum for Library Personnel Committee meetings, at which a promotion file is being discussed and/or voted on, shall be all members of the Library Personnel Committee, save any members who are in a conflict of interest. Members who are in a conflict of interest will recuse themselves from any Library Personnel Committee meetings at which the relevant promotion file is being discussed and/or voted on.
- III.11.7.2.1** Committee decisions shall be made by formal vote. Votes shall be conducted by secret ballot. Committee members may not abstain from voting. A simple majority of votes carries. A record of the results of the vote as well as the minutes of all Library Personnel Committee meetings shall be forwarded to the Office of the University Librarian when the Chair of the Library Personnel Committee forwards the Library Personnel Committee's recommendation to the University Librarian. Such records are confidential, and the Library Personnel Committee's minutes will not form part of the promotion file. They shall be kept for twelve (12) months after the promotion decision has been issued or until the end of any related grievance or arbitration.
- III.11.7.2.2** Members of the Library Personnel Committee shall maintain confidentiality regarding the Library Personnel Committee's deliberations and decisions, unless, as a result of a grievance process, legal or contractual proceedings require otherwise. Committee members who violate this requirement of confidentiality shall be removed from the Library Personnel Committee by the Chair of the Library Personnel Committee.
- III.11.7.2.3** Notwithstanding the confidential nature of the deliberations and decisions leading to recommendations of the Library Personnel committee, any allegations of procedural irregularities may be brought to the attention of the University Librarian or any TUFA officer.
- III.11.7.3** Prior to rendering its decision, the Library Personnel Committee may, giving reasons, request the candidate to provide further evidence and/or supporting documentation, provided such information is specified in this Agreement as belonging in a promotion file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the

candidate's promotion file.

- III.11.7.4** If the Library Personnel Committee has serious reservations about the qualification of the candidate for promotion, the Chair of the Library Personnel Committee shall so inform the candidate, and set out in writing the reasons for its reservations. The candidate shall have the right to request reconsideration by the Library Personnel Committee before it makes its recommendation to the University Librarian.
- III.11.7.5** Should the candidate request reconsideration, the candidate shall submit a written response within two (2) weeks to the Chair of the Library Personnel Committee. The evidence to be considered by the Library Personnel Committee in its reconsideration is to be confined to the candidate's promotion file, the candidate's written response, and whatever additional relevant information the candidate provides. In preparing a written response, the candidate shall have access to the full contents of his/her promotion file, including the confidential letters from librarians, faculty, and external assessors, as appropriate, with identities masked.
- III.11.7.6** After considering all the submissions and discussing the case in the context of the criteria for the awarding of promotion as set out in III.11.3 and the relevant Librarians' Committee approved written standards for the application of the criteria, and, where applicable, having considered a candidate's request for reconsideration as per III.11.7.5, the Library Personnel Committee shall, by formal vote, make one of the following recommendations to the University Librarian:
- i) grant promotion**
  - ii) not grant promotion**
- III.11.7.7** The letter transmitting the Library Personnel Committee's recommendation will be reviewed and approved by the members of the Library Personnel Committee prior to the Chair of the Library Personnel forwarding the letter to the University Librarian.
- III.11.7.8** The Chair of the Library Personnel Committee shall provide a copy to the candidate of the Library Personnel Committee's recommendation which the Chair of the Library Personnel Committee intends to forward to the University Librarian. The Committee's recommendation shall include reasons for the recommendation and a numerical record of the vote.
- III.11.7.8.1** The candidate may provide a written response within two (2) weeks to the Library Personnel Committee's letter, to be included in the promotion file to be forwarded by the Chair of the Library Personnel Committee to the University Librarian with the recommendation of the Library Personnel Committee.
- III.11.7.9** The Chair of the Library Personnel Committee shall forward to the University Librarian, for consideration by COAP, the recommendation concerning promotion of the Library Personnel Committee, the candidate's response, if any, all supporting

arguments and all correspondence and documentation considered by the Library Personnel Committee, and a report on the procedures followed.

**III.11.7.9.1** The recommendation shall address the candidate's performance of professional duties, scholarly and research contributions, contributions to the profession at large, and service to the university and the community, and will be governed by the criteria for the granting of promotion as set out in III.11.3 and the relevant Librarians' Committee approved written standards for the application of the criteria.

**III.11.8** **RECOMMENDATION OF COAP TO THE UNIVERSITY LIBRARIAN**

**III.11.8.1** COAP shall review all the submissions and recommendations pertaining to promotion in the context of the criteria set out in III.11.3 and the relevant Librarians' Committee approved written standards for the application of the criteria, and shall have access to all materials tabled in the Library Personnel Committee.

**III.11.8.2** The meetings of COAP for all deliberations regarding promotion of professional librarians shall be conducted according to the procedures set out below.

**III.11.8.2.1** COAP shall be chaired by the University Librarian. The University Librarian shall be non-voting.

**III.11.8.2.2** Quorum for COAP meetings, at which a promotion file is being discussed and/or voted on, shall be eight of ten voting members, with at least one voting members from the Library.

**III.11.8.2.3** Decisions at COAP shall be made by formal vote. Votes on motions regarding Library Personnel Committee recommendations for or against promotion shall be conducted by secret ballot. Committee members may abstain from voting only if they have declared a conflict of interest or have been deemed to be in a conflict of interest. A simple majority of votes carries. A record of the results of each vote will be kept in the minutes. COAP minutes shall be kept for twelve (12) months after the promotion decision has been issued or until the end of any related grievance or arbitration.

**III.11.8.2.4** Members of COAP shall maintain confidentiality regarding COAP's deliberations and decisions, unless, as a result of a grievance process, legal or contractual proceedings require otherwise. Committee members who violate this requirement of confidentiality shall be removed from COAP by the Chair of COAP.

**III.11.8.2.5** Notwithstanding the confidential nature of the deliberations and decisions leading to recommendations of COAP, and any allegations of procedural irregularities may be brought to the attention of the Vice President Academic or any TUFA officer.

**III.11.8.3** Prior to rendering its decision, COAP may, giving reasons, request the University

**Librarian to ask that the Library Personnel Committee and/or the candidate provide further evidence and/or supporting documentation, provided such information is specified in this Agreement as belonging in a promotion file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's promotion file.**

**III.11.8.4 COAP by formal vote may:**

- (i) endorse a recommendation concerning promotion from the Library Personnel Committee, in which case COAP recommends to the University Librarian that the recommendation from the Library Personnel Committee be upheld; or**
- (ii) giving reasons, request the University Librarian to ask that the Library Personnel Committee reconsider its recommendation concerning promotion. As part of its request for reconsideration, COAP may request the University Librarian to ask that the Library Personnel Committee and/or the candidate provide further evidence and/or supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a promotion file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's promotion file. In the event that such a request from COAP would result in more than two (2) external assessments in the promotion file, approval of Joint Committee is required. When a request that the Library Personnel Committee reconsider its recommendation is made, the candidate shall have access to the full contents of his/her promotion file, including any confidential letters from students, faculty, and external assessors, with identities masked, and the reasons provided by COAP to the University Librarian in its request that the Library Personnel Committee reconsider its recommendation; or**
- (iii) refuse to endorse a recommendation concerning promotion from the Library Personnel Committee, but shall not do so without good reason based on the criteria for the granting of promotion as provided for in III.11.3 and the relevant Librarians' Committee approved written standards for the application of the criteria, or a finding of determinative procedural or substantive error or bias, in which case COAP recommends to the University Librarian that the recommendation from the Library Personnel Committee not be upheld.**

**III.11.8.5 The Recording Secretary of COAP shall provide to the University Librarian a detailed written account of COAP's reasons for its recommendation. This written account will be reviewed and approved by the members of COAP prior to its being provided to the University Librarian. This report shall be included in the candidate's promotion file.**

**III.11.8.6 In the event that, after receiving the recommendation from COAP, the University Librarian upholds the recommendation for promotion made by the Library Personnel Committee, the University Librarian shall recommend to the President that the**

member be granted promotion.

**III.11.8.7** In the event that COAP refuses to endorse a positive recommendation for promotion from the Library Personnel Committee, the University Librarian shall so inform the candidate and the Library Personnel Committee, setting out in writing COAP's reasons. This statement of reasons shall reflect the actual grounds for COAP's recommendation, be substantive in nature, and be clearly related to the criteria for the granting of promotion as defined in this Agreement. The candidate and the Library Personnel Committee shall have the right to submit a written response within two (2) weeks to the University Librarian. The University Librarian shall consider any such written response before he/she makes a recommendation for promotion to the President or a decision to deny promotion.

**III.11.9** PROMOTION DECISION

**III.11.9.1** Following receipt of the recommendation from the Library Personnel Committee and COAP, and any subsequent responses from the candidate and/or the Library Personnel Committee, the University Librarian shall make a recommendation for promotion to the President or a decision to deny promotion.

**III.11.9.1.2** The University Librarian, giving reasons, may ask that the Library Personnel Committee and/or the candidate provide further evidence and/or supporting documentation, including but not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a promotion file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's promotion file. In the event that such a request from the University Librarian would result in more than four (4) external assessments in the promotion file, approval of Joint Committee is required.

**III.11.9.2** If the University Librarian decides to deny promotion, the candidate shall be so informed and shall receive in writing a statement of reasons from the University Librarian. This statement of reasons shall reflect the actual grounds for the University Librarian's decision, be substantive in nature, and be clearly related to the criteria for the granting of promotion as defined in this Agreement.

**III.11.9.3** If the University Librarian is recommending for promotion, he/she shall provide a copy to the candidate of the letter of recommendation which he/she intends to forward to the President. This letter shall set out the University Librarian's reasons for his/her recommendation for promotion.

**III.11.9.4** The University Librarian will forward all materials in the promotion file to the President when he/she forwards his/her recommendation for promotion.

**III.11.9.5** The President, giving reasons, may ask that the Library Personnel Committee and/or the candidate provide further evidence and/or supporting documentation, including but

not limited to assessments from external assessors, provided such information is specified in this Agreement as belonging in a promotion file and/or can be reasonably shown to be relevant to the evaluation of the candidate's file. Such further evidence and/or supporting documentation shall be added to the candidate's promotion file. In the event that such a request from the President would result in more than four (4) external assessments in the promotion file, approval of Joint Committee is required.

**III.11.9.5.1** Following receipt of the recommendation from the University Librarian and of the candidate's promotion file, including all prior recommendations and responses, if any, the President shall make a recommendation to the Board to grant promotion or make a decision to deny promotion.

**III.11.9.6** If the President decides to deny promotion, the candidate shall be so informed and shall receive in writing a statement of reasons from the President. This statement of reasons shall reflect the actual grounds for the President's decision, be substantive in nature, and be clearly related to the criteria for the granting of promotion as defined in this Agreement.

**III.11.9.7** A decision to grant promotion to a member shall be made subsequent to the University Librarian making a positive recommendation to grant promotion to the President and the President making a positive recommendation to grant promotion to the Board. A decision to grant promotion will be made by the Board and communicated to the candidate, the Chair of the Library Personnel Committee, and the Chair of COAP by the President.

**III.11.9.8** Promotion decisions take effect the July 1<sup>st</sup> following the November 30<sup>th</sup> deadline for the submission of the promotion file.

## **III.12 Career Development Increments and Merit**

### **III.12.1 Career Development Increments**

#### **III.12.1.1 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.12.1.2** 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.12.1.2(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.12.1.2(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.12.1.2(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.12.1.2(d)** Upon receiving COAP's advice, the Dean may recommend to the President that the annual career development increment of the member be 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.12.1.2(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.12.1.2(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.12.1.3** A member denied a career development increment hereunder is to consider such an action a serious disciplinary warning concerning performance of required duties.

**III.12.1.4** 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.12.1.5** Alternative Duties Arrangements

**III.12.1.5.1** Where the Dean has advised a member that there are concerns about the member's performance of duties (see III.12.1.2.(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.12.1.2.(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.12.1.5.2** To become effective, the alternative duties proposal requires the agreement of the academic department/program, the Dean and COAP.
- III.12.1.5.3** 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.12.1.5.4** 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.12.1.5.5** Joint Committee shall be consulted about each such proposed arrangement on a case-by-case basis, as well as annually after implementation.
- III.12.1.5.6** 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.12.1.5.7** 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.12.1.2.(d) or the first July 1 after reversion to a regular appointment, whichever is sooner.
- III.12.1.5.8** 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.12.1.5.3, subject to any other arrangements which might be agreed to at Joint Committee.
- III.12.1.6** **Restoration of CDI(s)**
- III.12.1.6.1** 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.12.1.6.2** 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.12.2** Merit

**III.12.2.1** 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.12.2.2** 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.12.2.3** 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.12.2.4(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.12.2.4(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.12.2.5** 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.12.2.4(a).

**III.12.2.6** 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.12.2.7(a)** Except as indicated in the special provisions for Chairs in III.12.2.5, 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.12.2.7(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.13** Appointment of Departmental/Program Chairs

**III.13.1** 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.13.2** 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.13.3** 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.13.4** 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.13.5** 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.13.6** 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.14** Academic Administrators

**III.14.1** 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.14.2** Faculty and librarian members who are appointed as academic administrators or as members of the Board of Governors shall retain their academic status within their departments or 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.12.2.1.

**III.14.3** 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 re-enter on a full-time basis their departments or programs, and the right to enter or re-enter the bargaining unit, at such time as they relinquish their academic administrative or Board appointments.

An individual re-entering the bargaining unit shall normally return to the department 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.17.

**III.14.4** 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.15** Courses Outside the Regular Academic Session

**III.15.1** 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.15.1(a). Such consent shall not be withheld unreasonably.

- III.15.1(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.15.1(b) Extension or alteration of any deadlines established in accordance with III.15.1(a) shall require the written joint approval of the Dean (or designate) and of the Association.

III.15.2 A member who teaches a university credit course under III.15.1 shall receive the per-course stipend provided for in VIII.3 of this Agreement, in all cases except:

- (a) as provided in III.15.3.1 or III.15.3.2; 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.15.3.1 A member may ask that a university credit course or courses under III.15.1 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.16 Process for Applying for Research Leaves

A member who has agreed to teach a course under III.15.1 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<sup>th</sup> 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 Departmental/

**Program Committee and 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, one and one-half (1.5) courses are required for a half research leave;**
- v) the research project for research leave under III.15.3.2 must be evaluated and approved by the appropriate internal Committee on Research (e.g. NSERC or SSHRC) based on the prospect of successful completion, and the report on the research must be submitted to the appropriate internal Committee on Research within three (3) months of return to teaching duties;**
- vi) support or approval for proposed course releases shall not be unreasonably withheld;**
- vii) during a research leave, members are still required to undertake their normal duties, with the exception of their teaching duties, including: academic advising, departmental/program committee work, and other university service with the exceptions noted in IV.2.1.4.2;**
- viii) if the appropriate internal Committee on Research is not satisfied with such an application for research leave, it may deny a research leave application. In such cases, the following shall prevail:**
  - (a) The Vice President of Research shall inform the member of the denial and the reasons;**
  - (b) The Vice President of Research shall invite the member to respond within two (2) weeks. The response must be in writing and must contain whatever supporting evidence the member deems pertinent. The Vice President of Research shall convey the member's response to the appropriate internal Committee on Research;**
  - (c) After considering the member's response, the appropriate internal Committee on Research shall advise the Vice President of Research, copied to the Dean, either that the denial should be upheld, or that the leave should not be denied;**
  - (d) 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).**
- ix) 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.16.1**

**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.16.2** Except for the cases provided in III.15.3.1 and/or III.15.3.2, teaching outside the regular academic session shall not count as time of service for any purpose other than compensation.
- III.16.3** 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.17** **Evaluation of Teaching**
- III.17.1** The parties agree that annual assessments of teaching effectiveness by students are valuable in contributing to the improvement of teaching within the University.
- III.17.2** Departments/programs shall develop and maintain assessment instruments that are appropriate to their academic disciplines, with assistance from the Instructional Development 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/Personnel Committees and COAP in cases where the member is under consideration for tenure, for promotion, or for merit on the basis of exceptional performance in teaching.
- III.17.3** Members shall not be present when the students assess their teaching and assessments shall not be transmitted to the department/program by the members. Administrative assistants of departments/programs shall count and record the number of assessments transmitted annually for each member. Members may read the assessments after final grades are submitted. Each member's assessments shall be for the confidential information of that member except as noted in III.16.2 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.17.4** Each faculty member shall be encouraged to create a teaching dossier, consisting of annual assessments of teaching effectiveness by students and other information the member deems pertinent. Members may 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.18** **Procedures for Voluntary Transfer and Cross-appointment of Faculty**
- III.18.1** 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.18.2** 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.18.3** 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.18.4** 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.
- III.18.5** 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.18.6** 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.18.7** 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.18.8** 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.18.9** 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 by the University Librarian under 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;
  - (b) research; or
  - (c) 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 programs 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 and Director(s) of the graduate program(s) in which a member participates, and, in the case of members with cross-appointments to another department/program, with the Chair of the member's other department/program.

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/Graduate Teaching Assistant/Marker assistance is expected to be provided;
- iv) the number of hours of student counselling per course;
- v) the supervision of graduate students, reading course students and honours theses students;
- vi) the level (i.e., introductory, upper year, graduate, etc.) and type (i.e., lecture, seminar, etc.) of each course;
- vii) assistance of others in the teaching of the course;
- viii) the individual faculty member's research and scholarship commitments;
- ix) involvement in graduate teaching;
- x) particular consideration of the goal, endorsed by both parties, of fostering the academic development of members newly embarking upon their academic careers;
- xi) the university service of individual members; and
- xii) any other relevant factors.

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.

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.

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.

The Dean shall administer an Annual Teaching Support Fund as set out in IV.2.1.1.1.

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 Teaching Support Fund**

There shall be an Annual Teaching Support Fund with a total allocation of \$6.50 per student-course based on the University's total estimated undergraduate enrolment in the current academic year. The Teaching Support Fund shall be used to provide Departments/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 70% of the Fund and one in January for 30% of the Fund, plus any surplus from the first competition. Applications will be made by individual members to the Department/program Chair, who will submit a consolidated request to the Dean on behalf of the Department/program. The Chair shall be responsible for distributing amongst members of his/her Department/Program the amounts allocated by the Dean. Appeals of the Dean's or a Department/program Chair's allocation decisions, including denials, shall be heard by the Vice President Academic.

**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 (7)-year period, a member shall not be required to serve more than three (3) years on one (1) or more major University committee (e.g., Undergraduate Studies Committee, Committee on Academic Personnel, Undergraduate Program Review, Academic Planning and Budget Committee, Graduate Studies).

At the request of the member, the Nominating Committee of Faculty Board will consider membership on Senate as equivalent to service on a major Senate or University committee.

**IV.2.1.4.2** For limited term appointments of two (2) years or less, and for the first four (4) years of probationary appointments at the Lecturer or Assistant Professor ranks, members will not be expected to serve on Senate or University committees. 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, re-appointment, 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 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 are to be made on the form issued by the Dean's Office. They 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. Chairs shall sign that they have reviewed, for information only, sabbatical applications of members in their department(s)/ program(s).

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 October 15 prior to a July 1 sabbatical start date or by February 15 prior to a January 1 sabbatical start date.

**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. Non-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. COAP shall review the reports. A summary of these reports, prepared by the Dean's Office, shall be provided to Senate for information.

**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/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, and such employment includes benefits, members shall assume the compensation and benefits of the alternate Employer.**

**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 re-arrange the teaching, administrative or other duties to their mutual satisfaction. In the case of faculty members, the Dean shall be advised of these arrangements.

**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** **Eligibility for Pregnancy, Maternity and Parental Leave Sub-Plan(s)**

In the light of the ongoing professional responsibilities of members, the Board agrees to provide the following sub-plans. To be eligible for the maternity and/or parental leave sub-plans, a faculty member/professional librarian must meet eligibility requirements for Employment Insurance (E.I), and be planning to return to work no later than fifty-two (52) weeks from the commencement of maternity/parental unpaid leaves. A member must have been employed at Trent University for one (1) year in order to file for leaves under the following sub-plans. A member is required to apply in writing at least four (4) weeks prior to the start of the leave, and to provide a certificate from a legally-qualified medical practitioner stating the due date. If the member wishes to change the date of return to work, written notice must be given at least four (4) weeks before the expected return to work date.

**IV.5.4.3** **Maternity Leave Sub-Plan**

- i) First two (2) weeks - 95% of member's normal salary/wages will be paid by the University upon receipt of Employment Insurance acceptance, if the waiting period is not yet served;
- ii) Next fifteen (15) weeks - the University will supplement Employment Insurance benefits to 95% of normal salary/wages.

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.5.4.4** **Parental/Adoption Leave**

**IV.5.4.4.1** Parental leave is available to both parents. 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.

If an employee is eligible for maternity leave under Article IV.5.4.3, they may also extend the sub-plan for an additional ten (10) weeks as a parental leave providing the parental leave is taken immediately following the maternity leave.

Parental/adoption leave benefits for staff not eligible under Article IV.5.4.3 shall be subject to the following conditions:

- i) first two (2) weeks - 95% of member's normal salary/wages will be paid by the University upon receipt of Employment Insurance acceptance, if the waiting period is not yet served;
- ii) next ten (10) weeks - the University will supplement Employment Insurance benefits to 95% of normal salary/wages;
- iii) next twenty-five (25) weeks will be considered as unpaid leave from the University.

**IV.5.4.4.2** The member's and the Board's contributions to the pension and benefits plans during the maternity and parental/adoption leave shall be on the basis of 100% of salary. During this period of leave, the employee will continue to pay premiums on the portion of salary paid by Trent. The remainder of the cost of the contributions will be covered by the Board. For the purpose of sabbatical credits, any period of maternity and parental/adoption leave shall be considered as a period of service with the University.

**IV.5.4.4.3** When a member return to work following a parental leave, compensation shall be the same as if the member had not been on leave.

**IV.5.4.4.4** A probationary member on maternity or parental/adoption 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.5.4.4.5** If an employee decides not to return to work, the employee agrees to repay the Board, the University's portion of the sub-plan.

**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.

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

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

If the member qualifies for benefits under the Long Term Disability Plan, the specified benefit (see 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.

**IV.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 (c) (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 material 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**            **Interpretation**

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

**IV.8**                **Personnel Files**

**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 Personnel Committee, and the members of COAP.

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

**IV.8.1.2**        The personnel file shall be the only file used in decisions respecting any and all terms and conditions of employment of a member, except where otherwise required by provisions of this Collective Agreement and subject to the exceptions in IV.8.1, above. The personnel file 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, re-appointment, 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 Discipline**

**IV.11.1 A member may be disciplined only for just, reasonable, and sufficient cause. Such disciplinary action shall be fair, reasonable, commensurate with the seriousness of the violations, and based on the principle of progressive discipline. Both parties recognize the objective of progressive discipline as being corrective in nature.**

**IV.11.2 Non-disciplinary situations**

**(a) A member may not be disciplined for violation of a rule, regulation or instruction unless that rule, regulation or instruction has been promulgated and communicated by the appropriate authority, and does not violate this Agreement.**

**(b) Medical disability shall not be cause for discipline. If a member is disciplined for an incident he/she claims is a result of medical disability or illness, he/she shall notify the university. In such cases, the university may require members to provide a medical certificate from a physician of his/her choice.**

**IV.11.3 Discipline separate from Academic Performance Assessment**

**(a) Disciplinary processes shall be distinct from academic assessments such as those used in the processes of re-appointment, tenure, promotion and merit.**

**(b) The fact that a disciplinary action has been imposed under Article IV.11.5 cannot, in itself, be considered in the assessment of a member with regard to reappointment, tenure, promotion and merit.**

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

**IV.11.4 Types of Disciplinary Action**

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

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

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

**IV.11.4.1 Written Warning**

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



#### IV.11.4.2

##### **Written Reprimand**

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

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

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

#### IV.11.4.3

##### **Suspension**

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

#### IV.11.4.4

##### **Dismissal**

Dismissal means the termination of appointment without the member's consent. Dismissal shall be carried out in accordance with Article V1.10 Dismissal for Cause.

#### IV.11.5

##### **Discipline Process**

(a) Disciplinary action shall normally be initiated after completion of a fair and thorough process, and shall not be based on anonymous information. The Employer bears the onus of proving that any disciplinary action taken was for just, reasonable and sufficient cause.

(b) Disciplinary action against a member can be taken only by the President or the Vice President Academic or designate.

(c) A member may be disciplined only in accordance with the provisions of this article.

(d) Disciplinary action cannot be taken by a member of the bargaining unit.

(e) If the President or Vice President Academic or designate believes, based upon a fair and complete review of evidence, that there are grounds for disciplinary action it will notify in writing the member or members involved within thirty (30) days of the date they knew, or ought reasonably to have known, of the occurrence. The notification shall provide pertinent details of the alleged cause for the discipline including all names, places, and dates of the alleged incidents. A copy of the letter will be sent simultaneously to the Association.

(f) The President or Vice President Academic or designate shall meet with the member to discuss the alleged cause for discipline within fifteen (15) days of the notice. The President or Vice President Academic or designate and the member may each have an advisor present and the Association shall send a representative.

(g) The members may provide a written response to the letter described in IV.11.5 (e). Such written response must be received within 10 days of receipt of the letter.

(h) If, after the steps in the disciplinary process as laid out above have been completed,

and the President or Vice President Academic or designate decides that disciplinary action is warranted, the Employer shall notify the member in writing of the disciplinary decision, including the specific details of the incidents, the nature of the offense and a statement of any remedial action the member is required to take including the suspension of duties where applicable, This notice shall be sent within ten (10) days of the meeting provided for in IV.11.5 (f). A copy of this notice shall simultaneously be sent to the Association.

(i) The Employer shall not introduce into evidence at arbitration any notices of discipline of which the member was not aware. Any evidence introduced at an arbitration relating to discipline shall be confined to that which is relevant to the grounds of the notice of discipline referred to in IV.11.5 (h) above.

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

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

#### **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 I.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.12.2.1.

## CHAPTER VI

### GRIEVANCE AND ARBITRATION PROCEDURE, AND DISMISSAL FOR CAUSE

- VI.1** The parties agree to use every reasonable effort to encourage informal, amicable and prompt settlement of disagreements likely to lead to grievance arising from the administration of this Collective Agreement. If these efforts fail to resolve the disagreement, a grievance may be filed by either of the parties to this agreement.
- VI.1.1** Definitions:
- (a) **Grievance:** A grievance is a claim, dispute or complaint involving the interpretation, application, administration or alleged violation of this Collective Agreement.
  - (b) **Grievor:** The grievor is the party who initiates a grievance
- VI.1.2** The association shall have carriage over all Association grievances. The Employer shall deal only with the Association with respect to a grievance.
- VI.1.3** Types of Grievance:
- (a) an individual grievance is a grievance initiated by the Association on behalf of an individual member;
  - (b) a group grievance is a grievance initiated by the Association on behalf of a group of named members;
  - (c) a policy grievance is a grievance arising directly between the Association and the Board concerning interpretation, application, administration or alleged violation of the provisions of this Agreement, and may be initiated by either the Association or the Board.
- 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 exhausted, in a timely fashion, before any grievance is brought.
- The grievance timelines, as provided in Article VI.3.1.1, commence on the date the member receives the formal decision of the Board after having exhausted the applicable reviews and appeals.
- VI.2.2** The time limits specified in this Chapter may be extended by mutual agreement by the parties.
- VI.2.3** The parties agree to make every reasonable effort to settle grievances in a prompt, just and equitable manner.
- VI.3** Grievance and Arbitration Procedure

- VI.3.1 Step 1: Grievance**
- VI.3.1.1** Formal grievance proceedings shall be initiated by formal Notice of Grievance from the Association to the President, with a copy to the Director of Human Resources. Such Notice shall be provided within fifty (50) days after the act or omission giving rise to the grievance has become known or ought reasonably to have become known. The Notice shall describe, so far as possible at the time of filing, the matter(s) in dispute, the Article(s) alleged to have been violated, the manner and date that the matter in dispute became known to the grievor, and the remedy or remedies sought.
- VI.3.1.2** The Employer shall provide a formal response in writing to the Association within ten (10) days of receiving this Notice.
- VI.3.1.3** If the Association is not satisfied with the disposition of the grievance in the formal response to the Notice of Grievance, it may submit the grievance, including a restatement of the claim in the light of the formal exchange, to the Grievance Conciliation Committee as provided for in Step 2 of the Grievance and Arbitration Procedure, Article VI.3.2, provided that the Association 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.3.1.4** In grievances involving discipline, allegations of a violation(s) of academic freedom, allegations of discrimination, dismissal for cause, denial of tenure, non-renewal of a probationary appointment, or termination of a limited term contract before it comes to term, the Association shall have the right, upon receipt of the Employer's response described in VI.3.1.2, to forward the matter to Step 3 Arbitration. In other cases, the parties may agree to take a dispute directly to Step 3 Arbitration as provided in Article VI.3.3 below.
- VI.3.2 Step 2: Grievance Conciliation Committee**
- VI.3.2.1** A Grievance Conciliation Committee shall be constituted within thirty (30) days of the signing of this Collective Agreement and shall consist of six (6) persons: three (3) persons who are outside the bargaining unit, appointed by the Board and three (3) persons appointed by the Association. All members of the Committee 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 judgement in attempting to resolve grievances. The members of the Committee shall choose one of their members as Secretary to receive all formal notifications and communications, keep a cumulative record of all proceedings and recommendations of Grievance Conciliation Panels, and prepare the agenda for periodic meetings of the Committee. These records shall be open to the parties and shall be retained by the Department of Human Resources.
- VI.3.2.2** Each grievance submitted to grievance conciliation pursuant to VI.3.1.3 shall be heard by a Panel comprised of three (3) members of the Committee, one (1) chosen from the Committee 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. The Panel shall be established by the Grievance Conciliation Committee within ten (10) days of receiving the grievance.

- VI.3.2.3** Terms of individuals chosen for the Committee shall be for the term of the Collective Agreement. Should a member of the Committee resign or be unable to serve her/his full term of office, then the party who made the appointment shall name a replacement. No person shall sit on a Panel in relation to any grievance which would involve a conflict of interest in the matter that gives rise to the grievance. Should a member of a Panel be disqualified by conflict of interest, then the party who made the selection shall name a replacement from among the remaining Committee members.
- VI.3.2.4** A Grievance Conciliation Panel shall begin its inquiries into the grievance for which it was chosen within ten (10) days after the grievance is referred to it and the Panel shall announce its recommendation within ten (10) days of concluding its inquiries, if possible, and, in any case, within thirty (30) days of the Panel being established.
- VI.3.2.5** The following rules and procedures shall be observed by Grievance Conciliation Panels:
- VI.3.2.5.1** It is not intended that Grievance Conciliation Panels 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.3.2.5.2** Each Grievance Conciliation Panel 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. The rules and procedures established will be documented and included with the report of the Panel.
- VI.3.2.5.3** The Panel shall give the parties reasonable notice of the meetings for the presentation of submissions. The Panel shall not meet with either party in the absence of the other except with the agreement of the other party.
- VI.3.2.5.4** A quorum of a Panel in all its meetings shall be three (3) members of the Panel.
- VI.3.2.5.5** 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 Panel if they consider them to be pertinent to its inquiries.
- VI.3.2.5.6** The parties agree to give full cooperation to these Panels in their inquiries, and to use all their authority to secure such cooperation from their members and/or officers.
- VI.3.2.5.7** The Panels shall conduct their inquiries in a manner that shall be and shall be seen to be fair and equitable.



- VI.3.2.5.8** 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 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.3.2.6.1** 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.3.2.6.2** The Panel 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.3.2.6.3** The Panel 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.3.2.6.4** By mutual agreement, the parties may elect to refer a particular grievance to a one-person Conciliation Panel. In such cases, the same procedures shall apply, mutatis mutandis.
- VI.3.2.7.1** Five (5) days after receiving the recommendation of a Panel, the parties shall meet to ascertain whether they can reach a formal agreement on the basis of the Panel's recommendation.
- VI.3.2.7.2** 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 Panel's recommendation to the parties.
- VI.3.2.7.3** If a grievance is resolved by the parties prior to arbitration, either on the basis of the Panel's recommendation or otherwise, the Secretary of the Grievance Conciliation Committee 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.3.2.8** No resolution of a grievance under Step 2, as outlined in Article VI.3.2, shall constitute a precedent in any subsequent arbitration unless there has been a formal agreement signed by both parties.
- VI.3.2.9** The parties agree that they cannot introduce into evidence, directly or indirectly, or

otherwise use or rely on any aspect of the Step 2 process in the event the matter is referred to arbitration, including (but not limited to) the report, the testimony of witnesses called before the Panel, and arguments made by the parties before the Panel.

**VI.3.3 Step 3: Arbitration**

**VI.3.3.1 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 Panel (VI.3.2.4) or in the case of grievances proceeding directly to Step 3, within fifteen (15) days of receiving the Employer's response under VI.3.1.2.**

**VI.3.3.2 The parties agree that they will confer no later than thirty (30) days before the scheduled arbitration hearing and use their best efforts to resolve the grievance.**

**VI.3.3.3 Arbitration shall be by a single arbitrator, unless the Parties agree to refer the matter to a three (3) person Board of Arbitration. In the event that the Parties elect for a three (3) person Board, the parties have ten (10) days to name their nominee to the panel.**

**VI.3.3.4.1 Where a single Arbitrator determines the grievance, the following shall apply:**

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

**Kevin Burkett  
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 in VI.3.3.4(a) and in the manner provided in VI.3.3.4 (b) and VI.3.3.4 (c).**

- VI.3.3.4.2** The single Arbitrator or the Board of Arbitration shall determine its own procedures but shall give full opportunity to all parties to present evidence and make representations.
- VI.3.3.4.3** The single Arbitrator or Board of Arbitration shall confine itself to the grievance submitted and shall have the power to amend technical deficiencies of the grievance and modify penalties including disciplinary penalties but shall not by its decision add to, delete from, modify or otherwise amend the provisions of this Agreement, nor shall it decide any other issue than that submitted to it.
- VI.3.3.5** 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.3.3.6** 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.
- VI.3.3.7** Where the grievance concerns a charge of discrimination pursuant to Articles I.2.4.1 or I.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.3.3.8** 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.3.3.9** The decision of the single arbitrator or Board of Arbitration, including any remedy or remedies, shall be final and binding on both parties.
- VI.4** **Dismissal for Cause**
- VI.4.1** Dismissal shall be only for just and reasonable cause.
- VI.4.2.1** 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.4.2.2** As the sole exception to the definitions stated above, neither layoff nor termination of appointment for reasons of financial exigency, pursuant to Chapter VII of this Agreement, shall constitute dismissal.
- VI.4.3** Members afflicted by physical or emotional inability to carry out their reasonable duties, upon submission of adequate proof, shall be granted compassionate leave without pay, except as provided in the long-term disability insurance scheme for members or as may be voluntarily granted by the University. Such leave shall not exceed four (4) years unless covered by the long-term disability insurance scheme, except by agreement of the University, the Association and the member.
- VI.4.4** Dismissal proceedings shall be initiated when the President, upon being satisfied that there appears to be adequate cause to justify a recommendation for dismissal, notifies a member in writing to meet informally and privately to discuss the prima facie grounds for dismissal, no earlier than seven (7) days and no later than fourteen (14) days after receipt of such notification. 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.4.5** A resignation in writing by a member under threat of dismissal, or in consequence of an action or actions by a representative of the Board in violation of this Agreement, shall not be accepted as a valid termination of the member's appointment if it is formally rescinded by the member within two (2) weeks of its submission.
- VI.4.6** Up to two (2) other persons may be present whom the President considers useful to such discussion, and the member shall be accompanied by a personal advisor and/or a representative of the Association.
- VI.4.7** At the informal meeting(s), the prima facie grounds for dismissal shall be informally reviewed, to ascertain whether there is an agreed alternative to carrying forward dismissal proceedings.
- VI.4.8** If the President remains satisfied after the meeting(s) that there is adequate cause to justify recommending dismissal, or if the member, having a reasonable opportunity to meet with the President within the time limits of VI.4.4 fails to appear for an initial meeting within the time limits set above and the President remains satisfied that there remains adequate cause to justify recommending dismissal, the President shall notify the member and the Association in writing of the grounds for dismissal alleged against the member no later than twenty-one (21) days after the last of the meetings that may have been agreed to by the member and the President under VI.4.4, or, if there were no meetings, after the time limits for such meetings provided in VI.4.4.
- VI.4.9.1** 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.4.9.2** 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.4.9.3** No later than twenty (20) days prior to the commencement of the arbitration hearings, the President may clarify in writing the initial statement of grounds for dismissal.
- VI.4.9.4** The statement of grounds as provided for under VI.4.8 and restated as provided under VI.4.9.2 and VI.4.9.3 shall constitute the final notification of grounds for dismissal.
- VI.4.10** Failure of the President to provide the required notification within the designated time shall terminate the dismissal proceedings, unless the delay of notification shall have been occasioned by circumstances beyond the President's control.
- VI.4.11** If the proceedings are terminated at this or subsequent stages, the President shall not reinstitute dismissal proceedings based on the evidence constituting prima facie grounds for dismissal which led to the initial meeting or, where proceedings end after final notification, on the specific charges there detailed, provided that the Arbitration Board has the power to amend technical deficiencies of the dismissal proceedings.
- VI.4.12** 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.4.5.
- VI.4.13** Where the termination of proceedings comes about as a result of a formal agreement by a member to certain conditions which are themselves consistent with this Agreement, failure to adhere to such terms may be included among grounds for dismissal in subsequent proceedings. Such special agreement of conditions shall be in writing and shall be signed by the member only after approval by the Association that the conditions appear to be consistent with the Agreement.
- VI.4.14** 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.4.15** Within thirty (30) days after notification of grounds for dismissal, there shall be established an Arbitration Board to determine whether there is just and reasonable cause for dismissal.

- VI.4.16.1** The onus lies on the President to establish just and reasonable cause, and the evidence to be presented shall be limited to the grounds stated in the final notification of grounds.
- VI.4.16.2** 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.4.16.3** 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.4.17** The Board shall make its nominee for the Arbitration Board at the same time as its notification of grounds as provided in VI.4.8, as in a notice taking a grievance to arbitration, pursuant to Article VI.3.3, and the Board shall notify the Association when it notifies the member.
- VI.4.18** 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.4.8. If the Association has not acted to nominate a member of the Arbitration Board within ten (10) days of their statement of willingness to do so, the President shall notify the member.
- VI.4.19** If the member notifies the Association within five (5) days of receiving notification of grounds for dismissal, as provided for in VI.4.8, 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.4.20** 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.4.8, the President may proceed to recommend dismissal of the member, upon five (5) days' additional notice to both member and Association. The President shall not unreasonably refuse a request from either Association or member subject to dismissal proceedings for a further delay of up to ten (10) days before final action is taken. Failure by the Board to nominate an arbitrator terminates the dismissal proceedings.
- VI.4.21.1** 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.3.3.

- VI.4.21.2**      **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.4.22**      **Under VI.4, notification to the member shall be deemed to have been given if such notice is conveyed by personal service or sent by registered mail to the individual's last known address shown on University records. Notification under VI.4 will be deemed to have been received on the date of personal service or on the seventh (7th) day (exclusive of Saturdays, Sundays and recognized holidays) following the date of mailing if sent by registered mail.**

## 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:

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

**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 Chairs and Directors of Departments and Programs

Chairs and Directors of departments/programs/schools shall have the choice of receiving during their term as Chair/Director either an annual stipend of 10% of B1 or an additional 1/2 EYS per year of service as Chair/Director beyond those EYS to which they would have been otherwise entitled. Where the full duties of a Chair/Director are carried out by a less than full-time member (e.g. part-time, reduced-time, partially-retired), the additional 1/2 EYS shall be adjusted upwards by dividing .5 EYS by the member's specified proportion of full-time employment.

#### 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.15 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.15.3.1 and courses which are banked as provided under III.15.3.2, 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) EI - Board/employee premiums as determined by the Federal government.
- (b) CPP - Board/employee premiums as determined by the Federal government.

- (c) **WSIB** - Board premiums as determined by the province.
  - (d) **Semi-private Hospital Accommodation** - Board pays 100% of this coverage.
  - (e) **Extended Health Care** - Single or family coverage, as appropriate. Board pays 100% of premium - \$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. A three hundred dollar (\$300) optical benefit which shall be available once in any twenty-four (24) consecutive month time period in accordance with the terms and conditions of the Plan, effective March 1, 2006;
    - 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, Chiropodists, Podiatrists and Naturopaths, including a maximum of one (1) X-ray examination per Benefit Year ordered by each licensed practitioner. The maximum amount payable in any Benefit Year, over and above the treatment limitations of the provincial health plan and where not prohibited by law, is \$300 per person for treatments by each practitioner. Effective March 1, 2006, the plan provides \$50 every two (2) years towards the cost of an eye examination by an Optometrist;
    - 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.)

Effective July 1, 2006, at normal retirement date, an active employee's coverage is reduced by 50%, rounded to the next highest \$1,000, if not already a multiple of \$1,000, to a maximum of \$50,000. At age 70, an active employee's coverage ends.

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

Optional Survivor Income coverage ends at normal retirement date.

- (h) **Long-term Disability**

Board self-insures for absence from sickness/injury for six (6) months (see 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. Benefit and eligibility end at normal retirement age.

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

- (i) Any government program which provides duplicate coverage shall be established as first payer.

#### VIII.4.2

- (a) *The Contributory Pension Plan for TUFA Employees of Trent University* (hereafter the "RPP") and the *Supplemental Retirement Arrangement for Members of The Contributory Pension Plan for TUFA Employees of Trent University* (hereafter the "SRA") and the *Aggregate Retirement Arrangement for Members of the RPP and the SRA at Trent University* (hereafter the "ARA"), as amended from time to time, form part of the *Agreement* and may only be altered or amended by mutual written and signed agreement of both Parties, and together comprise the retirement benefit and funding arrangement for Members.
- (b) *The Pension Framework for TUFA Collective Agreement, 2009-2012*, included below as Appendix L, "Third Framework Agreement", forms part of the *Agreement*. In the event of a conflict between Items 1-3 of the *Pension Framework for TUFA Collective Agreement, 2009-2012* and its implementation under the RPP and the ARA in the form of amendments agreed between the parties and effective July 1, 2010, the RPP and ARA as amended shall prevail.



- 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** Tuition Waivers  
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 are entitled to the privileges provided under Senate's April 9, 1997 "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 re-negotiation.

**SCHEDULE A**

**SALARY SCALES**

Faculty					June 30, 2010	July 1, 2010	Monthly	Professional Librarians	
A1	.....	.....	.....	Lecturer	\$68,569	\$68,569	5,714.12		I.1
A2					\$71,095	\$71,095	5,924.57		I.2
A3					\$73,621	\$73,621	6,135.10	II.1	I.3
A4					\$76,149	\$76,149	6,345.72	II.2	I.4
A5	B1	.....	.....	Asst Prof	\$78,674	\$78,674	6,556.16		II.3
A6	B2				\$81,200	\$81,200	6,766.69		II.4
A7	B3				\$83,728	\$83,728	6,977.31	III.1	II.5
A8	B4				\$86,254	\$86,254	7,187.85	III.2	II.6
A9	B5				\$88,779	\$88,779	7,398.29	III.3	II.7
A10	B6				\$91,307	\$91,307	7,608.91	III.4	II.8
A11	B7	C1	.....	Assoc Prof	\$93,833	\$93,833	7,819.44	III.5	(II.9)
A12	B8	C2			\$96,360	\$96,360	8,029.98	IV.1	III.6 (II.10)
	B9	C3			\$98,886	\$98,886	8,240.51	IV.2	III.7
	B10	C4			\$101,412	\$101,412	8,451.04	IV.3	III.8
	B11	C5			\$103,940	\$103,940	8,661.66	IV.4	III.9
	B12	C6			\$106,465	\$106,465	8,872.10	IV.5	III.10
	B13	C7			\$108,992	\$108,992	9,082.64	IV.6	III.11
	B14	C8			\$111,519	\$111,519	9,293.26	IV.7	III.12
	(B15)	C9	D1	Full Prof	\$114,045	\$114,045	9,503.79	IV.8	(III.13)
	(B16)	C10	D2		\$116,683	\$116,683	9,723.62	IV.9	(III.14)
		C11	D3		\$119,320	\$119,320	9,943.37	IV.10	
		C12	D4		\$121,958	\$121,958	10,163.20	IV.11	
		C13	D5		\$124,594	\$124,594	10,382.86	IV.12	
		C14	D6		\$127,230	\$127,230	10,602.52	IV.13	
		C15	D7		\$129,868	\$129,868	10,822.36	IV.14	
		C16	D8		\$132,505	\$132,505	11,042.10	IV.15	
		C17	D9		\$135,178	\$135,178	11,264.84	IV.16	
		C18	D10		\$137,778	\$137,778	11,481.51	IV.17	
		(C19)	D11		\$140,415	\$140,415	11,701.26	(IV.18)	
		(C20)	D12		\$143,056	\$143,056	11,921.36	(IV.19)	
		(C21)	D13		\$145,692	\$145,692	12,141.01		
			D14		\$148,328	\$148,328	12,360.67		
			D15		\$150,965	\$150,965	12,580.42		
			D16		\$153,603	\$153,603	12,800.25		
			D17		\$156,238	\$156,238	13,019.83		
			D18		\$158,876	\$158,876	13,239.66		
			D19		\$161,516	\$161,516	13,459.67		
			(D20)		\$164,154	\$164,154	13,679.51		
			(D21)		\$166,789	\$166,789	13,899.08		
			(D22)		\$169,427	\$169,427	14,118.91		
Chair Stipend = \$7,867.50 Tufa Stipend = 20% of B1= \$15,735									

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

##### 1.3 Parity Maintenance

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

##### 1.4 Total Salary Adjustment

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

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

or

$\Delta S = \text{Max} [\text{SAA}, \text{SAA} + \text{DISC}]$  if  $\text{SAA} < 0$ , (i.e. = greater of the parity maintenance adjustment or the sum of the parity maintenance adjustment

and the disparity correction) if the parity maintenance adjustment is less than zero,

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

- 1.4.2 Commencing with the July 1, 2006 to June 30, 2007 contract year, and in each contract year thereafter, an across-the-board scale increase equal to the estimated total salary adjustment ( $\Delta S_{est}$  - see below) will be paid effective July 1 of each contract year. For example, for the 2006-2007 contract year, the  $\Delta S_{est}$  base salary increase will commence in July 2006. Starting in June 2007 and in June of each contract year thereafter, the total salary adjustment ( $\Delta S$ ) as determined by Section 1.4.1 of Schedule AA will be calculated and any increase above  $\Delta S_{est}$  will be paid with retroactive effect from July 1 of the contract year with pensionable earnings reflecting the adjusted salary paid in June. For example, in June 2007, if the calculated  $\Delta S$  is greater than  $\Delta S_{est}$  then the increase of  $(\Delta S - \Delta S_{est})$  shall be effective July 1, 2006 and paid from June 2007 forward, in addition to the payment of the required catch-up component in June 2007 without interest, retroactive to July 1, 2006.

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

## 2. METHODS FOR CALCULATING COMPONENTS OF SALARY ADJUSTMENTS

### 2.1 Comparison Group

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

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

\*\* Subject to inclusion in Statistics Canada data

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

- 2.2.1 The base-salary adjustment at each university in the system shall be the aggregate cost, expressed in percentage terms, of the following adjustments: scale or across-

the-board adjustments; adjustments designated as catch-up or cost-of-living adjustments; anomaly adjustments; special adjustments other than one-per-year career-development increments (CDI), progress-through-the-ranks increases (PTR), and merit awards.

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

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

2.2.4 The system average base-salary adjustment SAA shall be the simple average of the base-salary adjustments at each university in the system.

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

### 2.3 Calculation of the System Average Salary (SAS)

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

2.3.2 The weighting factor for Trent faculty shall be calculated as

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

= (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 " $\sum_i(\dots)$ " means "Sum the quantity within the parentheses over all categories  $i$ ". (When there are no Trent faculty in category  $i$ ,  $N_i$  is equal to zero.)

2.3.3 The system average salary shall be calculated as

$$SAS = \sum_i(W_i \times SCA_i)$$

$$= \text{sum of [(weighting factor) times (system category average)]}$$

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

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

#### 2.4 Calculation of the Trent Average Salary (TAS)

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

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

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

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

where the System Average Salary in year t, SAS<sub>t</sub>, is calculated as in 2.3.3 and the Trent Average Salary in year t, TAS<sub>t</sub>, is calculated as in 2.4 (DIS<sub>t</sub> is positive when Trent Average Salaries are less than System Average Salaries in year t, zero when Trent Average Salaries and System Average Salaries are equal in year t, and negative when Trent Average Salaries are greater than System Average Salaries in year t)

##### 2.5.1 Calculation of the Disparity Correction

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

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

where DIS<sub>2010</sub> is calculated as per 2.5 above.

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

calculated as follows:

For July 2011,  $DISC = (DIS_{2010} + DIS_{2011}) / 2$

and

for July 2012,  $DISC = (DIS_{2010} + DIS_{2011} + DIS_{2012}) / 3$ ,

where all  $DIS_t$  values are calculated as per 2.5 above.

### **3 IMPLEMENTATION AND DISPUTE RESOLUTION**

#### **3.1 Meetings**

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

#### **3.2 Failsafe**

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

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

#### **3.3 Grievances Relating to this Schedule**

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

### **4 JOINT COMMITTEE ON PARITY**

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

APPENDIX A

THE CLASSIFICATION, PROMOTION REQUIREMENTS AND  
SALARY SCALES OF LIBRARIANS

1. The rank classification for librarians has four (4) levels: Librarian I, II, III and IV.
2. While Librarians at the beginning of their professional careers will normally be appointed at the floor of Librarian I, a higher initial rank/ classification may be assigned with due regard to both professional and non-professional prior experience. Other factors influencing initial rank/classification assignment may include market factors and equity among hirings over the immediately-preceding three-year period. 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 III.9.2.2).

4. Normal progression within each rank is based on successful performance of duties and continuing development as a librarian, archivist, or other specialist.
5. Criteria for promotion to the next rank are as follows:
  - (i) I to II                      Competence in the performance of duties in the library.
  - (ii) II to III                    (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 (OSSHGD) 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 OSSHGD 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 designate shall 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. The parties may extend the timelines with mutual consent. A copy of the report shall be sent at the same time to the person named in the allegation and to the appropriate bargaining agent if the person is a member of a bargaining unit.**
- 9. If the Dean of Arts and Science holds that clear and convincing evidence of scholarly misconduct (as provided by section II) 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 II), 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, disability (except where the disability 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 TUFA 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. TUFA 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**

**SECOND FRAMEWORK AGREEMENT**

**AGREEMENT ON RETIREMENT BENEFIT ISSUES**

**COMPRISING AN AMENDMENT OF THE COLLECTIVE AGREEMENT**

**(Appendix A and Appendix B not included)**

**BETWEEN:**

**THE BOARD OF GOVERNORS ON BEHALF OF TRENT UNIVERSITY (“TRENT”)**

**- AND -**

**THE TRENT UNIVERSITY FACULTY ASSOCIATION (“TUFA”)**

- 1. Trent and TUFA (the parties) are parties to a collective agreement, the terms of which incorporate by reference the Contributory Pension Plan for TUFA Employees of Trent University (the “RPP”) and the Supplemental Retirement Arrangement for Members of The Contributory Pension Plan for TUFA Employees of Trent University (the “SRA”);**

**Representatives of the parties have engaged in discussions with respect to a variety of issues related to the RPP and the SRA as they affect TUFA members and have reached this agreement for inclusion in a renewal collective agreement between the parties with the effective date July 1, 2005, and with the commitment that this agreement shall serve as the basis for amendments and changes in respect of TUFA pension and retirement benefit issues.**

**Capitalized terms are defined in the RPP or SRA documents or herein. “Pension” and “retirement benefit” are interchangeable terms with the same meaning.**

**PROCESS AND RELATED MATTERS**

- 2. The parties will conclude such further legal agreements as are necessary to implement this agreement as expeditiously as is practicable, and in any event not later than March 31, 2006, through further pragmatic discussion in the context of and consistent with this agreement, such further legal agreements to consist of the final language of amendments to the RPP, the SRA, and the collective agreement, as necessary, along with such other documents as are necessary. For a list of RPP and SRA provisions anticipated to be in need of amendment, see Appendix A of this agreement, for informational purposes.**
- 3. This agreement is grievable and arbitrable under the collective agreement and can be the subject of a complaint under the *Ontario Labour Relations Act*.**
- 4. In the event that issues remain to be resolved respecting the legal agreements referenced in item 2. above, either party can bring any such issues directly to**

arbitrator Kevin Burkett or William Kaplan (whoever is first available) on the giving of one week's written notice to the other party. This provision is a special facilitating fast-track, with the following two conditions: (a) the arbitrator will meet with and endeavour to assist the parties as necessary in resolving any outstanding issues in the context of and consistent with this agreement; however, in the event that the parties are unable to resolve an outstanding issue, the arbitrator shall have the authority to resolve it in a manner consistent with this agreement, and such resolution shall be binding on both parties; (b) the costs of the arbitrator shall be paid jointly and equally by the parties.

5. Unless the parties agree otherwise, no departure shall occur from the normal manner for satisfying the current service costs of both the RPP and the SRA in each Plan Year as detailed in item 10.(a) below, nor shall any transfer of assets to the RPP from the SRA Fund (as constituted under the Advanced Income Tax Act Ruling) occur, unless and until the legal agreements implementing this agreement are successfully concluded, and then only to the extent and in the manner provided in the legal agreements.

#### **CHANGES OR AMENDMENTS TO THE RPP AND THE SRA**

6. An "Aggregate Plan"
  - (a) The parties agree to establish a framework for the continuing operation of the RPP and the SRA within a properly funded defined benefit Aggregate Plan (Aggregate Plan = RPP+SRA) that will deliver to Aggregate Plan members a retirement benefit of 2% of final average earnings for each year of pensionable service. Under the Aggregate Plan, the RPP and the SRA are differentiated only in regulatory and creditor treatment, but otherwise operate in a uniform manner, combined into one Aggregate Plan, both from the perspective of all the obligations associated with a defined benefit plan and from a financial management perspective.
  - (b) The Aggregate Plan shall be funded at the level of the Aggregate Current Service Cost (ACSC) + 1%, where the ACSC is defined as the sum of the total current service cost of the RPP and the SRA, and 1% is the Initial Aggregate Amortization Component (IAAC), defined as the agreed-upon contribution rate required for the amortization of the going concern unfunded liability identified at July 1, 2005--except that the University has a further obligation to amortize any new or additional going concern unfunded liabilities or solvency deficiencies under the terms of this agreement.
7. **SRA No Longer Surplus-Dependent and No Longer Probationary**
  - (a) Under the provisions of this agreement, effective July 1, 2005, the suspension and termination provisions of the SRA (Section 9 of the SRA) shall be removed. Moreover, the SRA Fund will be funded from Aggregate Plan contributions, in the same manner as the RPP.



- (b) The parties shall review and revise the remaining portion of Section 9 of the SRA (Discontinuation for Legal Reasons) within the legal agreements to be prepared under item 2. of this agreement. No revision under this item 7.(b) shall disadvantage members in comparison with the current provisions for discontinuation for legal reasons under Section 9 of the SRA.

## **8. Members' Required Contributions**

- (a) Effective with the collective agreement starting July 1, 2005, Members' Required Contributions under the Aggregate Plan for each Plan Year shall be
  - (i) deposited to the RPP in each Plan Year;
  - (ii) set at 6.50% of the Nominal Earnings of members (or the Normal Earnings of part-time members), which contribution rate includes the members' Current Service Cost components for the RPP and for the SRA (a total of 6.1%), and the agreed member amortization component (0.4%) for the amortization of the going concern unfunded liability identified at July 1, 2005 (approximately 3.5 million dollars);
  - (iii) readjusted, with respect to the Current Service Cost component of the Members' Required Contributions, effective the first Plan Year of each collective agreement, to a rate that is equivalent to 40% of the total Aggregate Current Service Cost ("ACSC"). In addition, the 0.4% agreed member amortization component will remain part of the Members' Required Contributions. For clarity, the 0.4% agreed member amortization component will remain part of the Members' Required Contributions even after the identified amortization payments are completed, unless the parties agree otherwise.
- (b) Notwithstanding the provisions under 8.(a).ii above, during the Plan Year starting July 1, 2005, Members' Required Contributions shall be 5.25% during July 1, 2005 to December 31, 2005, and 5.75% during January 1, 2006 to June 30, 2006. For clarity, thereafter, starting July 1, 2006, Members' Required Contributions shall be 6.50% in each Plan Year unless and until the provision of 8.(a)(iii) takes effect.

## **9. University's Required Contributions**

- (a) Effective with the collective agreement starting July 1, 2005, the University's Required Contributions under the Aggregate Plan for each Plan Year shall be (A) + (B) where the components (A) and (B) are defined below in 9.(b) and 9.(c).
- (b) (A) shall be
  - (i) set at 9.75% of the Nominal Earnings of members (or the Normal Earnings of part-time members), which contribution rate includes the University's Current Service Cost components for the RPP and for

- the SRA (a total of 9.15%), and the agreed University amortization component (0.6%) for the amortization of the going concern unfunded liability identified at July 1, 2005 (approximately 3.5 million dollars);
- (ii) readjusted, with respect to the Current Service Cost component of the University's Required Contributions, effective the first Plan Year of each collective agreement, to a rate that is equivalent to 60% of the total Aggregate Current Service Cost ("ACSC"). In addition, the 0.6% agreed University amortization component will remain part of the University's Required Contributions. For clarity, the 0.6% agreed University amortization component will remain part of the University's Required Contributions even after the identified amortization payments are completed, unless the parties agree otherwise. For a definition of the ACSC, see item 6.(b) above;
  - (iii) set, during the Plan Year starting July 1, 2005, notwithstanding the provisions under 9.(b)(i) above, at 5.25% during July 1, 2005 to December 31, 2005; 12.00% during January 1, 2006 to April 30, 2006; and 9.75% during May 1 to June 30, 2006. For clarity, thereafter, starting July 1, 2006, the University's Required Contributions under (A) in this item shall be 9.75% in each Plan Year unless and until the provision of 9.(b)(ii) takes effect;
  - (iv) not less in any event, notwithstanding any provision above, than the balance of the cost of benefits being earned in the Plan Year under the RPP after allowing for the Current Service Cost component of the Members' Required Contributions (which for this purpose shall include the University's contributions on behalf of Members under Section 4.01(b) of the RPP).
- (c) (B) shall be the amount necessary for the proper amortization of all solvency deficiencies (if any) under the RPP, and all unfunded liabilities (if any) under the Aggregate Plan on a going concern basis if such unfunded liabilities are not already covered under the aggregate 1% amortization component (IAAC) provided by the member amortization component under 8.(a) and the University amortization component under 9.(b), subject to 9.(d) below.

For the purposes of determining "the amount necessary" under this provision, the legislation applicable to the RPP is deemed to apply also to the SRA with respect to the proper amortization of going concern unfunded liabilities, subject to the agreed-upon method of amortization. See Appendix B for the "agreed-upon method."

For clarity, at any point in time, the present value of the amortization payment to the Aggregate Plan in respect of the IAAC (that is, 1%) will be calculated on the remaining period to June 30, 2025, i.e., a period of 20 years from July 1, 2005. For each Plan Year of the 20-year period up to June 30, 2025, the going concern unfunded liability of the Aggregate Plan will be

reduced at each annual valuation by the present value of the Initial Aggregate Amortization Component for the period remaining. The provisions of item 10.(b) (Allocation) and item 12 (Solvency) of this agreement address the solvency deficiency payments under this component (B) of the University's obligation.

- (d)
  - (i) In any Plan Year, to the extent that additional special payments by the University are required for the liquidation of a going concern unfunded liability under the Aggregate Plan, such special payments shall be deemed to be a credit against University contributions in any of the following three Plan Years, provided that the use of any such credit shall not increase the going concern unfunded liability of the Aggregate Plan beyond an amount equal to the present value of the IAAC for the remaining period up to June 30, 2025.
  - (ii) In any Plan Year, the University may take a credit against University contributions up to the full amount of any solvency special payments made directly by the University to the RPP in any of the previous ten Plan Years, provided that such credit does not create a solvency deficiency. For clarity, funds withdrawn, withheld, or transferred from the SRA Fund under item 12 to cover solvency deficiency under the RPP are not eligible for such credits.
- (e) For clarity, the University cannot take account of actuarial gains or cumulative aggregate surplus in calculating its total required contribution obligations under component (A) of item 9, nor use actuarial gains or aggregate surplus to reduce its total contribution obligations under the Aggregate Plan except as set out in item 9.(d) above and in item 13. below.

#### **10. Allocation of the University's Required Contributions**

- (a) In each Plan Year starting July 1, 2005, the University's required contributions will be allocated in the following order, to be considered the normal funding sequence:
  - (i) By deposit to the RPP, to satisfy the University's current service cost under the RPP which is defined as the balance of the cost of benefits being earned in the Plan Year] after allowing for the Members' Required Contributions (which for this purpose shall include the University's contributions on behalf of Members under Section 4.01(b) of the RPP);
  - (ii) By deposit to the SRA Fund, to satisfy the current service cost under the SRA, which is defined as the cost of the benefits being earned in the Plan Year under the SRA;
  - (iii) By deposit to the RPP or the SRA Fund, as deemed necessary on the Actuary's advice, to meet the obligations of the Aggregate Plan.

- (b) Notwithstanding the provisions under item 10.(a) above, in any Plan Year when a filed actuarial valuation has identified a solvency deficiency under the RPP, University contributions, up to the full required amount of such contributions as may be necessary, can be directed entirely to the RPP, provided that such departures from the norms that are defined in item 10.(a) shall be subject to the provisions of item 12. and item 13.(b) of this agreement.**

## **11. Indexation**

- (a) The same rate of indexation will apply to pensions payable under the SRA as to pensions payable under the RPP, under all the provisions of this item on indexation.**
- (b) The current indexation provisions of the RPP and SRA will continue to apply to retirements and terminations prior to July 1, 2006, i.e. will be applied to the full retirement benefit under the Aggregate Plan. The sections on indexation below, which are more restrictive than the provisions currently in place, apply only to the cohort of retirements and terminations on and after July 1, 2006, except that the indexation rate applicable to the earnings of members who are disabled on or after July 1, 2006 will be the better of the two rates.**

**The new provisions under 11.(c) below are not expected to produce indexation of pensions until and unless the RPP's cumulative returns calculated under a smoothing method exceed 6.5% over a period of time, i.e. unless the RPP performs better than currently expected, and the new provisions under 11.(d) below are not expected to produce indexation of pensions until and unless the Aggregate Plan has no unfunded or unamortized liabilities and aggregate surplus grows to exceed the amount of aggregate surplus designated under 11.(d)(ii) below for use as a contingency reserve.**

- (c) For retirements and terminations on and after July 1, 2006, excess-earnings-based indexation under the Aggregate Plan on each July 1st, starting with July 1, 2007, shall be determined as follows:**
  - (i) Excess earnings shall be defined as a percentage value that is the cumulative excess/deficiency of the rate of return on the RPP, after the deduction of expenses, above/below 6.5% for the period ending on the immediately preceding March 31, with the starting measurement date for the rate of return and the cumulative excess/deficiency being April 1, 2006. For the four 12-month periods from April 1, 2006 to March 31, 2010, the rate of return shall be the 1-year, 2-year, 3-year and 4-year averages respectively and thereafter a 4-year average rate of return shall be used.**
  - (ii) If there is a cumulative deficiency as of March 31, there will be no indexation on the subsequent July 1; however, there will be no**

reduction in pension benefits.

- (iii) If there is a cumulative excess as of March 31, the indexation as of the subsequent July 1 will be the lesser of the cumulative excess and 50% of the annual rate of increase in the Consumer Price Index as of the immediately preceding March 31. The percentage expended on indexation will be deducted from the cumulative excess.
  - (iv) If there is any remaining cumulative excess, 50% of that excess will be used for catch-up in respect of any one or more of the prior five years when the indexing was less than 50% of the increase in CPI. The application of the catch-up to previously unindexed or partially indexed years will proceed in reverse chronological order, from the most recent Plan Year backward.
- (d) For retirements on and after July 1, 2006 (for clarity: not for terminations), aggregate-surplus-based indexation under the Aggregate Plan on each March 1, starting with March 1, 2008, is in addition to the excess-earnings-based indexation described in 11.(c) above for retirements and terminations, and shall be determined as follows:
- (i) Aggregate-surplus-based indexation will be applied to pensions in payment to supplement excess-earnings-based indexation for any Plan Year in which indexing was less than the increase in CPI, proceeding to provide catch-up year by year in reverse chronological order, from the most recent Plan Year backward, first to bring each unindexed or partially indexed year to 50% of the increase in CPI, and then, secondly, after that target has been achieved for all years, to bring each year, Plan Year by Plan Year, in reverse chronological order, to 100% but never more than 100% of the increase in CPI for that year, including excess-earnings-based indexation, subject to item 13.(a)(iii). For clarity, the 5-year limit of item 11.(c)(iv) does not apply to the aggregate-surplus-based indexation.
  - (ii) The threshold for initiating aggregate-surplus-based indexation will be an aggregate contingency reserve of aggregate surplus funds on a going concern basis equal to the Aggregate Current Service Cost. Only aggregate surplus in excess of that contingency reserve is available for indexation under this provision.
  - (iii) The funds available for aggregate-surplus-based indexation will be determined in each actuarial valuation not later than December of each Plan Year, and will be applied effective March 1 of the same Plan Year for the immediately preceding Plan Year. The application of funds for catch-up in respect of prior Plan Years shall be based for each prior Plan Year on CPI for the immediately preceding year and calculated as of March 31 of that preceding year.

- (e) It is the intent of the parties that, funds permitting, ultimately the application of indexation provisions should achieve equity between the pre-2006 and the post-2006 cohorts of retirements. In the event that indexation of post-2006 retirements under these excess-earnings and aggregate-surplus-based provisions comes to match the indexation provided under the current provisions to retirements prior to July 1, 2006, further aggregate-surplus-based indexation for post-2006 retirees shall not be unreasonably provided at the expense of aggregate-surplus-based indexation for pre-2006 retirees under the current Article 7.04 of the RPP respecting “insufficient excess investment earnings.”

## 12. Solvency

- (a) If, in any Plan Year, on the basis of a filed valuation, the University is required to make special payments to amortize a solvency deficiency under the RPP, up to the full amount of the University's Required Contributions, as may be necessary, shall be directed to the RPP. The portion of the contribution in excess of the University current service cost for the RPP, up to an amount equivalent to the IAAC (1%), shall be used to satisfy any going concern special payments, with the balance of the excess contribution, if any, used in respect of the solvency special payments. The remainder of the solvency special payments for the Plan Year can then be satisfied by transferring a corresponding amount from the SRA Fund to the RPP, provided that sufficient funds are available in the SRA Fund and subject to maintaining assets in the SRA Fund at least equal to five years of pension payments under the SRA.

For clarity, in each Plan Year, the five years of pension payments will be calculated on a rolling basis as 60 times the monthly pension payments as of the effective date of the filed valuation and as of each subsequent annual valuation.

- (b) The parties agree, in preparing the legal agreements under item 2. of this agreement, to provide mechanisms to ensure that any amounts withdrawn from the SRA Fund, or transferred from the SRA Fund to the RPP, or withheld from normal current service allocations to the SRA Fund, in respect of solvency special payments, shall be (i) noted, for purposes of reporting the financial position of the SRA, as having been withdrawn, withheld from, or transferred out of the SRA Fund; and (ii) credited with the investment income, net of expenses, earned while the withdrawn, transferred, or withheld funds remain in the RPP. An amount equal to the sum of the amounts under 12.(b)(i) and 12.(b)(ii) shall be reallocated by the University to the SRA Fund as soon as is reasonably practicable, with the objective of achieving and sustaining a balanced SRA within a balanced Aggregate Plan. The parties are agreed that any such mechanisms for withholding,

withdrawing, or transferring funds from the SRA Fund shall comply with applicable legislation.

(c) The parties further agree:

- (i) to ensure that any going concern special payments or solvency special payments to the RPP are limited to the minimum required by applicable legislation;
- (ii) to ensure that solvency transfers or departures from the normal funding that is defined in item 10.(a) do not result in changing or masking any going concern unfunded liability in the Aggregate Plan. For clarity, with respect to *going concern* unfunded liabilities under the Aggregate Plan, the University cannot take account of the provisions of item 12 (Solvency) in calculating its contribution obligations under component (B) in item 9 nor reduce its required contribution deposits under component (B) in item 9;
- (iii) to ensure that assets transferred, withdrawn, or withheld from the SRA Fund are counted only once when assessing the financial position of the Aggregate Plan;
- (iv) to ensure that transfers and departures from the normal funding that is defined in item 10.(a) are properly tracked, reported, assessed for their impact, reviewed by the parties during the annual valuations, and audited;

For clarity, any withdrawal or withholding of funding from the SRA Fund or any transfer of assets from the SRA Fund to the RPP which would have the effect of creating or increasing an unfunded liability in the SRA shall be permitted only in the case of solvency deficiency in the RPP. Such transactions shall not impact on the financial standing of the Aggregate Plan on a going concern basis.

### 13. Surplus

- (a) Unless and until the parties otherwise agree, aggregate actuarial gains since the previous valuation and cumulative aggregate surplus, on a going concern basis, must be used in the manner and in the order of priority specified below, and can be used as a source of funds only for the purposes and according to the sequence detailed below. Except as specified below in item 13.(a)(v), the University cannot use aggregate actuarial gains or cumulative aggregate surplus to reduce its contribution obligations to the Aggregate Plan under component A of item 9.(a) and 9.(b) of this agreement. Use of aggregate actuarial gains and cumulative aggregate surplus will be decided annually following an actuarial determination of assets, liabilities, and total current service costs in the Aggregate Plan, that is both the RPP and the SRA.

The order of “calls” on aggregate actuarial gains and cumulative aggregate surplus will be as follows:

- (i) The first call will be to liquidate any going concern unfunded liability or experience deficiency in the Aggregate Plan to the extent required by law or by law mirrored voluntarily. Such liquidation shall occur on an amortized basis in both the RPP and the SRA, and the annual special payments shall be kept to the minimum required by the applicable legislation with respect to the RPP and the agreed-upon amortization method with respect to the Aggregate Plan. For the “agreed-upon method,” see Appendix B.
  - (ii) The next call will be to build up and sustain an aggregate contingency reserve in the amount of the Aggregate Current Service Cost for one Plan Year.
  - (iii) The next call will be for aggregate-surplus-based indexation, as detailed above in section 11. of this agreement. Unless otherwise agreed by the parties, indexation to the greater of 50% of CPI levels for all Plan Years or the level of indexation provided to pre-2006 retirees is the precondition for the eligibility of calls (iv) and (v) below.
  - (iv) The next call will be for such improved benefits for members as the parties may agree from time to time, including any further indexation.
  - (v) Thereafter, any “calls” on or utilization of aggregate surplus will be as the parties may agree from time to time, including any contribution holidays by the parties, provided that such contribution holidays do not unreasonably put the sustainability of the Aggregate Plan in jeopardy and do not render the previous “call” under item (iv) above without effect.
- (b) Excess surplus under the Income Tax Act (ITA) definition, and any prohibited contributions to the RPP under the ITA’s excess surplus requirements, shall be directed to the SRA Fund.

#### 14. Administration

- (a) The parties will be provided annually with a complete detailed report of all the expenses associated with the Aggregate Plan.
- (b) Proposed changes in actuarial assumptions and methods will be presented to the Pension Subcommittee for discussion and review of options, along with a rationale for the changes, and an analysis of the impact of each change on the assets and liabilities of the Aggregate Plan. Notification to TUFA of any proposed change shall provide reasonable opportunity for consultation with



TUFA's actuary and for timely input to the decision process, within which due consideration of such input shall not be unreasonably denied.

- (c) Language will be drafted to require that the annual valuation report shall provide valuation details in a form and manner pertinent to the Aggregate Plan, as well as to the RPP and SRA, including the assets, liabilities, experiences, transfers, departures from normal funding under item 10.(a), and other transactions under the Aggregate Plan, sufficient to support the proper monitoring of the Aggregate Plan.
- (d) TUFA shall be provided with the financial statements of the RPP, the SRA, and the Aggregate Plan annually in a timely way, sufficient to allow reasonable opportunity to review them, consult as necessary with TUFA's actuary, and make a timely input to the Board's approval or review process.

#### **EFFECTIVE DATE**

- 15. The effective date of this agreement is July 1, 2005. The parties will endeavour to conclude final language negotiations such that amendments to the RPP and the SRA and other documents will be effective as of July 1, 2005.

#### **SIGNING**

- 16. This agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts, including facsimile signatures, shall be construed together, and shall constitute one and the same agreement.

Signed, in Peterborough, Ontario, this 29<sup>th</sup> day of November, 2005

**FOR TUFA**

**FOR TRENT**

\_\_\_\_\_  
**Dr. John Fekete, Chief Pension Negotiator**

\_\_\_\_\_  
**David Mahy, Chief Negotiator**

\_\_\_\_\_  
**Dr. Graham Cogley, Pension Negotiator**

\_\_\_\_\_  
**Don O'Leary, Vice President**

\_\_\_\_\_  
**Dr. Douglas Curtis, Pension Negotiator**

\_\_\_\_\_  
**Garth Brownscombe, Director of Finance**

\_\_\_\_\_  
**Dr. George Nader, Pension Negotiator**

**APPENDIX I**

**MEMORANDUM OF AGREEMENT**

**Re: Notification of Retirement**

**In order to facilitate planning in Departments/Programs, members who intend to retire should notify the Dean of Arts and Science, in writing, by October 15<sup>th</sup> of the year prior to the anticipated July 1<sup>st</sup> retirement date.**

**Such notification may only be revoked prior to June 30<sup>th</sup> by written agreement of the Department/Program, Dean of Arts and Science, and Vice President Academic.**

**Dated at Peterborough this 25th day of January, 2006.**

**APPENDIX J**

**LETTER OF UNDERSTANDING**

**Whereas, legislative and Human Rights Code changes enacted in 2005 and 2006 rendered Article IV.5.2.2.9 of the 2005-2008 TUFA Collective Agreement non-compliant, the Parties agree to the following:**

**Any member who received an additional EYS under IV.5.2.2.9 will have one (1) EYS deducted from their total; and,**

**Any member who would otherwise have been eligible to receive EYS credits but who did not as a result of the application of IV.5.2.2.9, will be credited with the appropriate number of EYS.**

**All other provisions of the collective agreement regarding EYS shall apply.**

**Dated this 15<sup>th</sup> day of October 2009**

**APPENDIX K**

**LETTER OF UNDERSTANDING**

**re Appendix E**

**The parties agree that the University's Policy on Discrimination and Harassment requires changes to achieve compliance with the Ontario Human Rights Code.**

**The parties agree to allow ninety (90) days for consultation and discussion of Version 5 of the Policy dated March 13<sup>th</sup>, 2009. This ninety (90) day period will begin from the date of the signing of the Collective Agreement.**

**Following this period, the parties agree to meet over a period of no more than thirty (30) days to negotiate revisions to the Version 5 of the Policy dated March 13<sup>th</sup> 2009. Should the parties reach agreement on a revised policy within the thirty (30) days, the parties agree to expeditiously take the policy to their respective principals for ratification.**

**Should the parties be unable to reach agreement within the thirty (30) days, the Association agrees that within 30 days of the end of this period of negotiation, it will proceed to a ratification vote on the version of the policy most recently tabled by the Employer.**

**Should the ratification be successful, the new policy will replace the current Appendix E Policy on Discrimination and Harassment, in the Collective Agreement.**

**Should the ratification not be successful, the provisions of I.3.3 will apply.**

**The parties by mutual agreement may extend the timelines contained herein.**

**Dated this 15<sup>th</sup> day of October 2009**

## APPENDIX L

### Pension Framework for TUFA Collective Agreement, 2009-2012

1. For the three year period from July 1, 2010 to June 30, 2013:
  - Members' Required Contributions to the Registered Pension Plan shall be 9.0% of the member's Nominal Earnings (or the Normal Earnings for a member employed on less than a full- time basis);
  - the University's Aggregate Required Contributions under the Aggregate Retirement Arrangement shall be 13.5% of members' salaries in each plan year.

For clarity, during this period, no portion of the University's Aggregate Required Contributions shall be available for subsequent credit to the University under the provisions of the Aggregate Retirement Arrangement.

2. As of July 1, 2013, unless the parties agree otherwise, the Members' Required Contributions to the Registered Pension Plan shall be 7.0% of the member's Nominal Earnings (or the Normal Earnings for a member employed on less than a full- time basis) and the University's Aggregate Required Contributions under the Aggregate Retirement Arrangement shall be 10.5% of members' salaries in each plan year.
3. Effective July 1, 2010, the Registered Pension Plan will be amended to remove the minimum termination benefit of two times the accumulated Member's Required Contributions in respect of such contributions made on and after July 1, 2010.
4. In the event that during the three year period from July 1, 2010 to June 30, 2013, any University solvency special payments cannot be met by a transfer of funds from the SRA pursuant to the provisions of the Aggregate Retirement Arrangement, the Parties agree to amend the Registered Pension Plan to apply the plan's early retirement reduction factors to the Income Tax Act maximum pension.
5. In connection with the application of any solvency relief provisions available through Ontario Regulation 239/09 made under the Pension Benefits Act, TUFA agrees to consent on behalf of its members to the extension of the solvency amortization period from five (5) years to ten (10) years.
6. The parties agree that two representatives of the Board and two representatives of TUFA will be appointed from the Pension Sub-committee to prepare amendments to the Registered Pension Plan, the SRA, and the Aggregate Retirement Arrangement, as necessary, to implement the above provisions. The Parties agree that such amendments will be executed as expeditiously as possible, but no later than November 27, 2009.

- 7 The parties further agree to form a Sub-committee of the Joint Committee expeditiously to explore options and gauge membership interest in establishing a voluntary pooled savings instrument, funded through employee payroll deductions, which may be used to offset the effects of inflation on retirement benefits. Subject to the sub-committee's findings, it is the intention of the parties to establish such a pooled savings instrument effective July 1, 2010.**

**Signed on October 20, 2009 in Peterborough, Ontario.**

**APPENDIX M**

**LETTER OF UNDERSTANDING**

**Re: Composition of COAP**

**The parties agree that for the life of current collective agreement, the composition of COAP will be as follows:**

**Dean of Arts and Science (ex officio)  
University Librarian (ex officio)  
9 faculty members (three from each division)  
1 professional librarian member  
Assistant to the Dean of Arts and Science (secretary, consultant)**

**Unless otherwise indicated in the collective agreement, COAP shall be chaired by the Dean of Arts and Science.**

**The parties agree that for the term of this agreement COAP will, at its first meeting in the fall of each year, determine which of its members will serve as Recording Secretary for the year.**

**Dated this 23<sup>rd</sup> day of October 2009**

**APPENDIX N**

**LETTER OF UNDERSTANDING**

**RE: Voluntary Cessation of Employment**

**Members may voluntarily retire from their appointment effective June 30 or December 31 of any year in or after the year in which they are eligible to retire. Notice must be given to the Dean/University Librarian as soon as possible and no later than three (3) months prior to the effective retirement date.**

**Members may voluntarily resign from their limited term, probationary, or tenured appointment effective June 30 or December 31 of any year. Notice must be given to the Dean/University Librarian as soon as possible and no later than three (3) months prior to the effective resignation date.**

**Dated this 23<sup>rd</sup> day of October 2009**



**APPENDIX O**

**LETTER OF UNDERSTANDING**

**On the Withdrawal of Appendix J**

**The parties recognize that Appendix J formally expired on June 30, 2009.**

**The parties agree that no offer of appointment commencing after July 1, 2012, will be made to any member who has accumulated by that date thirty-six (36) or more months of service in Limited Term positions.**

**Signed on October 23, 2009 in Peterborough, Ontario.**

**APPENDIX P**

**MEMORANDUM OF UNDERSTANDING**

**Re: Teaching Appointments**

**This Appendix sets out the provisions for the exploration and consideration of teaching focused appointments within the bargaining unit.**

**It is understood that the introduction of such a type of appointment requires discussion and consultation within the Trent community, and to this end, the parties agree to establish a committee of three (3) Employer representatives and three (3) TUFA representatives. The committee will report to the Joint Committee on the Administration of the Collective Agreement, and comment on the feasibility, viability, and the level of acceptance, *inter alia*, of the new type of appointment, no later than July 1, 2011.**

**Dated at Peterborough this 23rd day of October, 2009.**

***THIS COLLECTIVE AGREEMENT***

***SIGNED AT PETERBOROUGH, ONTARIO***

***THIS \_\_ DAY OF \_\_\_\_\_, 2010***

***For the Board:***

***For the Association:***

\_\_\_\_\_  
**Steven E. Franklin**

\_\_\_\_\_  
**Susan Wurtele**

\_\_\_\_\_  
**Stephanie Williams**

\_\_\_\_\_  
**David Newhouse**

\_\_\_\_\_  
**Garth Brownscombe**

\_\_\_\_\_  
**Rory Coughlan**

\_\_\_\_\_  
**Christine McKinnon**

\_\_\_\_\_  
**Bruce Cater**

\_\_\_\_\_  
**Joseph Muldoon**

\_\_\_\_\_  
**George Hewison**

\_\_\_\_\_  
**Robert Clarke**