

COLLECTIVE AGREEMENT

between

TRENT UNIVERSITY

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3908 (UNIT 1)

September 1, 2016 to August 31, 2019

11030 (09)

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ARTICLE 1

GENERAL PROVISIONS

1.01 Definitions

"Agreement" means this Collective Agreement between the Union and the Employer.

"Bargaining Unit" means the unit defined in the decision of the Ontario Labour Relations Board, as set out in Certificate Number 2967-84-R, dated June 20, 1985 (see paragraph 1.04).

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

"Dean" means the Provost and Dean of the Faculty of Arts and Science or duly authorized designate.

"Department" and *"Academic Department"* means the Departments of Anthropology, Ancient History and Classics, Biology, Canadian Studies, Chemistry, Computing and Information Systems, Cultural Studies, Economics, English Literature, Gender and Women's Studies, Geography, History, Indigenous Studies, International Development Studies, Mathematics, Modern Languages and Literatures, Philosophy, Physics and Astronomy, Political Studies, Psychology, and Sociology, as well as the Programs in Business Administration, Environmental and Resource Sciences/Studies, Forensic Science, as well as the schools of Trent/Fleming School of Nursing, School of Education, and any additional departments and/or programs / or schools as may be duly constituted by the University. The Academic Skills Centre and Trent English as a Second Language program shall also be regarded as a "Department" for the purposes of this Agreement.

"Employer" means Trent University, as defined by The Trent University Act, 1962-63, and any person(s) duly authorized to act on its behalf.

"Member" means a member of the Bargaining Unit.

"Parties" means the Union and the Employer, as defined in this paragraph.

"Union" means the Canadian Union of Public Employees, and any person(s) duly authorized to act on its behalf.

"Spouse", for the purposes of this Agreement, includes same sex

spouse, subject, where applicable, to the same cohabitation/permanency requirement as applied by a group benefits carrier in relationship to common law spousal relationships. The definition does not apply where such entitlement is not permitted by statute or regulation.

1.02 Purpose

The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and its employees represented by the Union, to provide mechanisms to facilitate the prompt, peaceful and equitable settlement of grievances and disputes, to promote co-operation and understanding between the Employer and its employees, and to recognize the mutual value of joint discussions and negotiations in the establishment of wage scales, hours of work, and other terms and conditions of employment. Such matters as are covered by this Agreement shall supersede all other agreements between the Employer and employees represented by the Union.

1.03 Management Rights

The Union recognizes the rights, powers and responsibilities of the Employer to operate and manage the University in accordance with The Trent University Act, 1962-63. It is agreed that all inherent, statutory and common law management functions and prerogatives which are not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Employer. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, appoint, re-appoint, not appoint, assign, transfer, promote, demote, lay-off, recall, and direct employees;
- (c) demote, suspend, discharge or otherwise discipline employees for just cause;
- (d) plan, direct and control operations, determine classifications, requirements, and hours of work; determine work assignments, methods, schedules, procedures and standards;
- (e) determine the size, composition and deployment of the workforce; and,
- (f) put into effect, enforce and alter fair and reasonable policies,

rules and regulations governing the conduct of the Employer and the employees; provided that these rights shall be exercised in a manner that is consistent with the terms of this Agreement.

1.04 Recognition

- .01 In accordance with OLRB Certificate Number 2967-84-R, dated June 20, 1985, the Union has been certified "as the bargaining agent of all part-time employees of Trent University engaged in the Province of Ontario in teaching, demonstrating, tutoring, or marking in the academic programs of the University, save and except employees in bargaining units for which any trade union held bargaining rights as of February 5, 1985, and persons who are registered students of the University".
- .02 The bargaining unit description shall be read "subject to the terms of the Board's decision(s) in this matter", "subject to any qualifications referred to in the said decision(s) of the Board", including the clarity notes summarized in .03 below, and the further clarifications agreed to by the parties in .04 to .06 below.
- .03 The parties agree that the Administrative Assistant to the Dean, persons employed in recreational athletics, and persons employed in the program run under the auspices of the Bankers' Institute or employed in the delivery of other non-credit courses are excluded from the bargaining unit. Also excluded are NSERC and SSHRC Research Fellows, persons employed under grants from the Department of Indian Affairs and Northern Development (Federal) or under Provincial grants intended to fund aboriginal initiatives, Guggenheim Fellows, and persons employed as recipients of other such prestigious awards, who have a full-time appointment and who teach as part of their appointment. Persons employed to instruct on a part-time basis in the Academic Skills Centre are included in the bargaining unit.
- .04 Where Fellows and the holders of other prestigious awards are not required to engage in part-time teaching as a condition of the Fellowship or award, but rather are permitted to do so, individuals who successfully compete for posted bargaining unit positions shall be regarded as being within the scope of the bargaining unit in relation to that part-time appointment only. Thus, the Collective Agreement does not apply to research and other obligations of the individual under the terms of the Fellowship or award, but only to teaching and related duties

arising directly out of the part-time teaching appointment.

- .05 Where part-time academic appointments are made under the auspices of the Trent-Queen's Teacher Education Program, the posting and advertising provisions of this Agreement are waived, but the appointee will be included in the bargaining unit for other purposes provided (i) that the employment relationship is administered by the Employer, and (ii) that the instruction is within the academic program of Trent University.
- .06 Where part-time appointments are made under the German Pedagogical Exchange Program, the posting and advertising provisions of this Agreement are waived, the position shall be compensated at the rate suggested under the program, but the position shall be included in the bargaining unit for all other purposes. The Employer agrees to remit amounts payable under paragraph 2.10 on behalf of individuals appointed under this Program.

1.05 No Discrimination

- .01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, harassment or coercion exercised or practised by either of them with respect to any employee in the bargaining unit in any matter concerning the provisions of this Agreement, by reason of race, creed, colour, age, sex, marital status, parental status, number of dependents, nationality, ancestry, place of origin, language, (except where language is a bonafide occupational requirement of a position), academic, political or religious affiliations or orientations, sexual orientation, disability, place of residence (except where place of residence at such distance from the University significantly restricts members from carrying out their duties and responsibilities), nor by reason of membership or non-membership or lawful activity or lack of activity in the Union, or the exercise of rights under this Agreement.
- .02 The parties acknowledge and support Trent University's "Policy on Acquired Immune Deficiency Syndrome", as revised October 2010, and as amended from time to time by appropriate University bodies. The AIDS policy is attached hereto, for information, as Appendix E.

1.06 Conflict of Interest

The parties agree that no member of the bargaining unit shall take part in formal discussions or vote with regard to the application of these terms and conditions of employment to a

member of the individual's immediate family.

1.07 Academic and Personal Freedom

.01 Academic Freedom

Academic freedom is based upon the principle that the common good of society depends upon the search for knowledge and its free exposition, and upon the recognition that universities, through their teaching, scholarship and research functions, are essential to both these functions. 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 Union, 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 their duties and responsibilities as set out in their appointment letter and in paragraph 5.04.

.02 Personal Freedom

Members shall not be hindered or impeded in any way by the Employer or the Union from exercising their legal rights as citizens, nor shall they suffer any penalties because of their exercise of such legal rights. However, when exercising their rights of action and expression as private citizens, individuals shall ensure that any private acts and expressions are not interpreted as representing the position of Trent University.

1.08 No Harassment

- .01 The parties agree that sexual harassment, as well as harassment on the basis of race, gender, religion, ethnic origin or sexual orientation is unacceptable conduct which may be the subject of discipline.
- .02 An allegation of harassment may be filed as a grievance under this Collective Agreement directly at Step III of the grievance

procedure.

- .03 The parties acknowledge that in certain circumstances the nature of a particular harassment complaint may, from a grievor's perspective, render it undesirable or impractical for a grievance to be filed within the normal time limits specified in Article 3. Accordingly, the parties agree that greater latitude will be allowed in the extension of the time limits for filing in such cases and such extension will not be unreasonably opposed by either party.
- .04 Where a complainant and the alleged harasser are in contact by virtue of teaching, employment or other institutional relationships, and where the complainant has reasonable grounds to believe that her/his safety and/or well-being are in jeopardy, the complainant, upon notification to the Dean, has the right to discontinue such contact with the alleged harasser pending the completion of the investigation of the complaint. Upon receipt of such a request, the Employer will make every reasonable effort to accommodate it without the complainant suffering any financial penalty or any adverse impact on the accruals toward or retention of a Right of First Refusal (paragraphs 5.08). In the event that such discontinuance of contact significantly reduces the workload of either a member making the complaint or of a member who is the alleged harasser, the Dean may assign other duties as deemed necessary.
- .05 Where a complainant files a grievance, the grievance may, by mutual agreement of the parties be put in abeyance, for a maximum of sixty (60) days unless otherwise agreed, while an investigation is being conducted under the Trent University Harassment and Discrimination policy dated October 4, 2013 or Campus Violence and Harassment policy dated January 17, 2013.
- .06 The parties understand and acknowledge that it is difficult to come forward with a complaint of harassment and recognize a complainant's interest in keeping the matter confidential. To protect the interests of the complainant, the person complained against and any others who may report incidents of harassment, confidentiality will be maintained throughout the grievance process to the extent practicable and appropriate under the circumstances.
- .07 Any discipline arising from or because of a complaint of

harassment which is imposed on a member of the bargaining unit may be the subject of a grievance under Article 3 of this Agreement.

- .08 The Union has the right to appoint at least one representative to the Human Rights Committee of Trent University, in accordance with the terms of reference of the Committee.

1.09 Employment Equity

- .01 Trent University is an employment equity employer. The Employer is committed to establishing equal opportunities for employment and a workplace environment that is free of discrimination, and it jointly undertakes with the Union, through consultation and negotiations to seek to identify and remove any barriers which may exist in employment areas, including the recruitment and hiring of, as well as professional development opportunities for, bargaining unit members.
- .02 The parties agree to work together, in consultation with the Equity Subcommittee of the Presidential Advisory Council on Human Rights, Equity and Accessibility (PACHREA), to consider, devise and implement measures to improve the representation of target groups which may be identified by relevant legislation and/or by the University community and which have been found to be under-represented.
- .03 The parties shall review and approve, prior to implementation, any measures which might be recommended by the Equity Subcommittee that have an impact upon rights and/or procedures set out in this Agreement.
- .04 The Union shall have the right to appoint at least one representative to the Presidential Advisory Council on Human Rights, Equity and Accessibility and the Equity Subcommittee, in accordance with the terms of reference of the Committees.

1.10 Violence in the Workplace

- .01 The University will not tolerate violent behaviour in the workplace. Workplace violence is defined as any incident in which an employee is threatened, coerced, abused or sustains physical, emotional, or psychological harm or injury in, at, or related to the workplace. It is expected that employees will report incidents of workplace violence to their immediate supervisor and/or Campus Security as specific circumstance dictates and, as necessary, file an incident report or complaint under the Campus Violence and Harassment policy, dated

January 17, 2013, as appropriate detailing the incident including any directly related damage to property.

- .02 Reported incidents will be investigated, and as appropriate, a summary report of such investigation will be provided to Supervisor(s).
- .03 The parties agree that information and training with respect to workplace violence is essential in promoting a safe and security conscious work environment and will work jointly to continue to enhance efforts in this regard.

1.11 Accessibility for Ontarians with Disabilities Act

The University is committed to enacting the standards as outlined in the “Accessibility for Ontarians with Disabilities Act” (AODA)

- .01 The Employer and Union acknowledge their respective obligations to accommodate bargaining unit members with disabilities and agree that this means accommodating employees with disabilities to the point of undue hardship if such accommodation will enable the employee to perform the essential duties of her/his position.
- .02 At the request of the bargaining unit member(s) with disabilities, a workplace accommodation plan will be developed in consultation with a representative from the Human Resources department, the Occupational Health Nurse, where appropriate, a CUPE representative, and the member of the bargaining unit requesting accommodation.
- .03 The identity of the employee making the request and the fact and nature of the request shall remain confidential and shall only be released on a need-to-know basis or with the express consent of the accommodated employee.

ARTICLE 2

EMPLOYER/UNION RELATIONS

2.01 Authorized Spokespersons

The parties agree that no individual employee or group is empowered to represent either of them without specific authorization either through the express provisions of this Agreement or through formal written notice from one party to the other. In order for this to be carried out, each party will confirm in writing each October a list of its authorized spokespersons and their respective jurisdictions. Each party shall maintain the currency of its list, and each party shall be required to recognize such spokespersons only when written notice has been received.

The Union shall have the right at any time to call upon the assistance of authorized representatives of the CUPE when dealing 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, Local officers, or University officials. When such representatives deal directly with University officials, the extent of their authority shall be clearly defined and communicated to the University officials by the Union.

2.02 Correspondence

All correspondence between the parties arising out of or incidental to this Agreement, except where otherwise expressly provided, shall pass between the Staff Representative of CUPE, Local 3908, (or designate), and the AVP (Human Resources) (or designate), with copies to the Chair of the Union Local and the Manager, Office of the Dean of Arts and Science respectively. Where the Agreement specifies notice in writing, the internal post system of the University shall normally be deemed an adequate means of communication.

2.03 Joint Committee to Administer the Agreement

Recognizing the mutual benefits which can be derived from joint consultation, the parties hereby approve the establishment of a Joint Committee to Administer the Agreement. The Committee shall be comprised of three (3) representatives from the Union and three (3) representatives of the Employer. A representative of each party shall be designated as a joint Chair, and the two (2) persons so named shall preside over alternate meetings. Meetings shall be convened at a mutually-agreeable time at the request of either party.

2.04 Powers of the Joint Committee

- .01 The Joint Committee shall deal with problems arising from the day-to-day administration of this Agreement, as well as any specific issues which may be referred to it by the express provisions of this Agreement. Regarding the day-to-day administration of the Agreement, the Committee shall function in an advisory capacity only, and it does not have the power to alter or amend in any way the express terms of this Agreement.
- .02 A quorum for Joint Committee shall be four (4) of its members, with a minimum of two (2) members representing each of the Union and the Employer.
- .03 Joint Committee recommendations and decisions are not binding unless they are expressed in writing and signed by the authorized representatives of each party on behalf of the Union and the Employer.

2.05 Information

- .01 For the purposes of negotiations and the ongoing administration of this Agreement, the Employer and the Union agree to make available to the other party, upon written request and within a reasonable period of time after receiving the request, documents that by policy or practice are routinely available to members of the University, and requests for further information shall not be unreasonably denied. Where such information relates to named individuals in detail, such details shall be treated confidentially by the parties, officers, and designated representatives. This paragraph shall not be construed as requiring either party to compile information and/or statistics in a particular form if such data are not already being compiled in such a format.
- .02 Matters which may or are likely to be of general concern to members of the bargaining unit may be raised by either party for discussion at Joint Committee.
- .03 The Employer agrees to provide the Union with copies of all non-confidential minutes, reports and documents of the Board, Senate and Faculty Board, which are routinely available in the University community.
- .04 The parties agree that where the Employer becomes aware of

potential significant, university-wide policy changes that are expected to have a substantial impact on the number of positions available to the Local 3908 CUPE bargaining unit, the Employer will inform the CUPE Executive via a joint committee meeting scheduled as soon as practicable.

2.06 Health and Safety

- .01 The parties recognize the joint and shared responsibility of the Employer and the Employees for the maintenance of a safe and healthy work environment. The Employer specifically acknowledges its obligations under the Occupational Health and Safety Act and related legislation, and in particular its responsibility to provide a workplace where the health and safety of employees is protected as they carry out their duties. The Employer further acknowledges its obligations with respect to the education and training of employees in accordance with the Occupational Health and Safety Act and the Workplace Hazardous Materials Information System. The Employer agrees to provide protective equipment wherever it is required for the safe and effective performance of duties, and to ensure that safety equipment, materials and protective devices are maintained in good condition. For its part, the Union agrees to support any education programs of information and instruction initiated by the Employer and/or required by relevant legislation that will promote health and safety awareness and training among members of the bargaining unit. Where attendance at educational or training programs is required by the Employer, employees shall be compensated for such time at their appropriate hourly rate.

2.07 Health and Safety Committee

The Employer agrees that the Union shall have the right to appoint a representative to the University's Health and Safety Committee, as well as the right to appoint a representative to any area Health and Safety Committee where the area involved contains members of the bargaining unit. The involvement and participation of such representative shall be in accordance with the terms of reference of the Health and Safety Committee.

2.08 Dispersal of Agreement

- .01 Preferably within thirty (30) days, but not later than sixty (60) days of the ratification of this Agreement, the Employer shall prepare and provide each employee in the bargaining unit at

that time with a copy of the Agreement. In addition, the Employer shall provide the Union, at no cost, with a further thirty (30) copies of the Agreement for its own use. The costs of preparation and distribution, as discussed above, shall be borne by the Employer. If the Union wishes additional copies of the Agreement, these may be purchased from the Employer at cost.

- .02 Preferably within thirty (30) days, but not later than sixty (60) days of the ratification of this Agreement, the Employer shall provide the Union with one copy of the Collective Agreement in a machine-readable format mutually-agreed upon by the parties.
- .03 A copy of the Collective Agreement shall accompany each offer of appointment (see 5.12), except in cases where the individual has been previously employed in the bargaining unit during the life of the current Collective Agreement.

2.09 Union Membership

- .01 No member of the bargaining unit shall be required to join the Union as a condition of appointment. However, each member of the bargaining unit shall be considered a member of the Union unless the individual employee opts out of membership in the Union in the manner specified in this Article.
- .02 Members of the bargaining unit who affirmatively assert conscientious objection to membership in the Union may so declare in writing to the Union. This declaration shall express clearly and explicitly the grounds for conscientious objection, and shall as such constitute notice of withdrawal from membership in the Union. Once given, this declaration shall remain in effect for any future appointments, but may be withdrawn by written notice to the Union.

2.10 Dues Check-off

The Employer shall regularly deduct from the salary (inclusive of vacation pay) of each member of the bargaining unit such dues or other assessments as are uniformly and regularly payable by a member of the Union, as certified in writing to the Employer by the Treasurer of the Union. The Employer shall remit the dues so deducted to the Treasurer of the Union within fifteen (15) calendar days from the end of the month in which the deductions were made, and shall at the same time forward a list of names of the persons from whom deductions were made and the amount of each individual's earnings and deduction.

2.11 Indemnification

The Union agrees to indemnify and save harmless the Employer from any legal actions or liabilities arising out of any wrongful or incorrect deductions of money for Union dues resulting from the Union's instructions.

2.12 Bulletin Boards

The Employer shall provide an area of bulletin board space in each College, to be marked "Canadian Union of Public Employees". The Union shall have the exclusive right to put up and/or take down material from this space.

2.13 Mail Service

It is acknowledged that the Union may make use of the University's internal post services for the purpose of communication with its members and the Employer.

2.14 Provision of Facilities

The Employer shall provide the Union, without charge, with the use of a suitable office, a telephone (exclusive of long distance charges), a computer user account, and the use of suitable meeting rooms on campus, for the conduct of Union business, subject to availability and normal scheduling arrangements. In addition, the Employer shall provide the Union, without charge, with the equivalent of one full-time University parking permit (Red Lot) for use by Union officers and/or officials on official Union business. The Union is also entitled to access to photocopying facilities. The Union is responsible for photocopying charges, as well as any other charges for additional services and facilities, on the same basis and at the same rates as internal University departments.

2.15 Union Service

The Employer agrees to provide the Union by September of each year the equivalent of one and a half Course Instructor base stipends for the purpose of paying members for Union service. These monies may be distributed among the members of the Union Executive and/or membership as seen fit by the Union.

ARTICLE 3

COMPLAINTS, GRIEVANCE AND ARBITRATION PROCEDURE

3.01 Definition

A grievance shall be defined as any dispute or difference arising out of the interpretation, application, administration or alleged violation of the provisions of this Agreement.

3.02 Types of Grievance

- (a) An individual grievance is a grievance which involves a single employee, and shall be initiated at Step I.
- (b) A group grievance is one which involves two (2) or more employees. Such a grievance may be commenced as a group grievance, or similar individual grievances seeking a common redress may be consolidated as a group grievance. A group grievance involving employees in the same department shall be initiated at Step II and one involving employees in different departments shall be initiated at Step III.
- (c) A policy grievance is one involving a question of general application, administration or interpretation of this Agreement, and shall be initiated at Step III.

3.03 Grievance Procedure: General Provisions

- (a) In the case of an Employer policy grievance which is filed at Step III, the grievance shall be submitted to the Chief Steward of Grievances, or designate, and referral of an Employer policy grievance to arbitration shall be made by written notice to the Chair of CUPE, Local 3908, or designate. In such cases, the stated time limits and requirements for meetings and responses shall apply, as specified, with the grieving and responding roles appropriately reversed.
- (b) All agreements reached under the formal steps of the Grievance Procedure (i.e., Steps II and III), between the parties, including any agreement as to whether the settlement of a particular grievance shall apply to future cases of the same nature and type, will be final and binding upon the parties and the employees.
- (c) Any grievance not submitted within the time limits nor advanced in procedure by the grieving party within the time limits provided for each step of the Grievance Procedure shall be deemed to have been

dropped. Where no answer is given within the time limits specified in the Grievance Procedure, the grieving party shall be entitled to submit the grievance to the next step of the Grievance Procedure.

- (d) The Employer acknowledges that employees have the right to Union assistance in preparing and presenting a complaint and/or grievance, including any complaints in relation to disciplinary matters (Article 4) or harassment (paragraph 1.08). The Union acknowledges that a representative of the Department of Human Resources may attend and participate at any grievance meetings (Steps II to III, inclusive).
- (e) "Working Day", for the purposes of these Grievance and Arbitration Procedures, shall be defined as any day that the University is open for regular business.
- (f) The time limits specified in both the Grievance and Arbitration Procedures may be extended only by written consent of both parties to the Agreement. Similarly, any step of the Grievance Procedure may be waived by written consent of both parties.

3.04 Carriage of Grievances

An individual employee, as well as any individual who possesses a Right of First Refusal pursuant to the provisions of Article 5 of this Agreement, shall have the right to initiate an individual grievance, except that such a grievance shall not proceed beyond the informal stage (see below) without the written consent of the Union. The Union alone shall have the right to initiate group grievances, and policy grievances may only be initiated by either the Union or the Employer.

(a) Step I - Informal Complaint Stage

Before a formal grievance is filed, reasonable efforts shall normally be made to discuss and resolve the dispute. Individual employees who believe they might have a grievance shall normally discuss the matter with their immediate supervisor, within twenty (20) working days of the incident or original circumstance giving rise to the complaint, or within twenty (20) working days after the employee ought reasonably to have known of the incident or original circumstances. A Union official may accompany the complainant at this stage if the complainant so wishes. The immediate supervisor shall reply within ten (10) working days after the complaint was discussed.

(b) By-pass of Informal Complaint Stage

It is understood and agreed that where the complaint relates directly to an action, alleged inaction, or alleged inappropriate conduct by the immediate supervisor, the complainant may choose to by-pass the Informal Complaint Stage, and file a formal grievance directly at Step II.

3.05 Step II - Commencement of Formal Steps

If the complaint is not resolved at Step I, or if it is filed directly at Step II, it shall be set forth in writing on the standard form prescribed in Appendix C (or other mutually-acceptable grievance form) and signed by the grievor and authorized Union officer (or designate). It shall set forth the details of the grievance, a statement of the matters in dispute, the provision(s) or interpretation(s) of the Agreement that has (have) allegedly been violated and the remedy sought. The grievance shall be submitted to the grievor's Chair or equivalent, with a copy to the Department of Human Resources, within fifteen (15) working days of the expiry of the Step I time limits, or, if Step I was by-passed, within twenty-five (25) working days of the incident or original circumstances giving rise to the complaint, or within twenty-five (25) working days after the grievor ought reasonably to have known of the incident or original circumstances. The Chair or equivalent (or authorized designate) shall convene a meeting to discuss and attempt to resolve the grievance within five (5) working days of receipt of the grievance, and shall reply in writing within five (5) working days of the meeting.

3.06 Step III

- .01 If the grievance is not resolved at Step II, the authorized Union officer (or designate) may refer it to the Dean (or designate) within fifteen (15) working days of the expiry of the Step II time limit. The Dean (or designate) shall convene a meeting to discuss the grievance within ten (10) working days of receipt and shall reply, in writing, within five (5) working days of the meeting.
- .02 In the case of a policy grievance, which is filed directly at Step III, the grievance shall be filed within thirty (30) working days of the incident or original circumstances giving rise to the complaint, or within thirty (30) working days after the aggrieved party ought reasonably to have known of the incident or original circumstances.
- .03 Where an individual or the Union requests a review of a hiring decision in accordance with paragraph 5.07.07 and the matter is not settled, a grievance may be filed directly at Step III within

ten (10) working days of receipt of the written response from the Chair. The Dean (or designate) shall convene a meeting to discuss the grievance within ten (10) working days of receipt and shall reply, in writing, within five (5) working days of the meeting.

3.07 Referral of Grievance to Arbitration

Within ten (10) working days of receipt of the Step III reply, the grieving party shall give notice in writing, to the appropriate Dean, with a copy to Human Resources and the Office of the Provost, of its intention to refer the grievance to arbitration. Such notice shall also specify the name of the party's nominee to the Arbitration Board. Within ten (10) working days of receipt of the written notice to refer the grievance to arbitration, the responding party will advise, in writing, of the name of its nominee.

3.08 Selection of Chairperson

The two (2) nominees to the Arbitration Board shall select a Chairperson within ten (10) working days of the appointment of the latter of them.

If the nominees fail to agree within the specified period, either party may request in writing, with a copy to the other party, that the appointment be made by the Office of Arbitration, Ministry of Labour, for the Province of Ontario.

3.09 Appointment of a Single Mediator/Arbitrator

Notwithstanding the previous provisions governing the establishment of a three-person Arbitration Board, the parties may, by mutual agreement, refer the grievance for determination by a single arbitrator.

Such single arbitrator may be asked by the Parties, at date of appointment or at the arbitration hearing, to first attempt to mediate a resolution of the issue and then, if unsuccessful, to arbitrate.

3.10 Exclusions

No person may be appointed to an Arbitration Board who has been involved in an attempt to negotiate or settle the grievance, or who has a conflict of interest because of a personal involvement in the subject matter of a dispute.

3.11 Jurisdiction

The Arbitration Board shall have no jurisdiction or authority to amend, alter, modify or add to any of the provisions of this Agreement, or to substitute any

new provisions in lieu thereof, nor to give any decision inconsistent with the express terms and conditions of this Agreement. This provision does not affect the Arbitration Board's authority to modify disciplinary penalties.

3.12 Fees and Expenses

Each of the parties hereto will bear the fees and expenses of the nominee appointed by it, as well as all costs related to the presentation of its own case, and the parties will share equally the fees and expenses of the Chairperson of the Arbitration Board, including the costs of the hearing room. The parties agree to use University facilities wherever possible.

3.13 Decision of the Board

- (a) The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.
- (b) The decision of the Board is binding upon the parties and upon the employees covered by the Agreement who are affected by the decision.

ARTICLE 4

DISCIPLINE AND DISCHARGE

4.01 Just Cause

Any form of discipline, including disciplinary discharge and suspension of the Right of First Refusal, imposed on a member of the bargaining unit by the Employer shall be for just cause.

4.02 Progressive Discipline

The Employer accepts and gives effect to the concept of progressive discipline, by adopting the procedures set forth below.

4.03 Procedure

- .01 Prior to the issuance of a written warning (see 4.03.02), the Chair of the employing Department or appropriate Dean who has a concern or has received a complaint about an alleged act, omission or other shortcoming of an employee (including allegations of harassment as defined in paragraph 1.08.01) shall, within ten (10) working days of when the concern/complaint arises, notify the employee in writing (copied to the Union) and invite participation at an informal meeting to discuss the concern/complaint. The meeting shall be held at a time which is mutually convenient, but not sooner than five (5) working days and not later than ten (10) working days from the employee's receipt of the written notice. The notice of meeting shall contain a brief statement of the allegations which form the basis of the concern/complaint, in sufficient detail to enable the employee to respond to them. The member shall also be advised in the written notice of the right to Union representation and/or participation at the meeting, and the Chair is entitled to invite a representative of the Department of Human Resources, if desired. It is understood that if the dispute is directly between the employee and the Chair, a Departmental representative (mutually agreed upon by the employee and the Chair) shall convene the informal meeting. If the concern/complaint is dismissed or otherwise resolved as a result of the informal meeting, the written notice to the employee concerning the meeting shall be destroyed.
- .02 If the concern/complaint is not dismissed, or otherwise resolved, as a result of the informal meeting referred to in 4.03.01, or where the employee waives explicitly, or implicitly by not

attending, the opportunity for such meeting, and the Chair of the employing Department determines that further action is warranted, the Chair will warn the employee, in writing (copied to the Union), that further discipline may follow the repetition of the act or omission complained of or the failure to bring work up to a specified standard by a given date. It is to be expected in the setting of such a date that the employee will be provided with a reasonable opportunity to correct the problem(s) referred to in the letter of warning.

- .03 Where it is determined an employee is to be disciplined, the employee shall be advised in writing, within a reasonable period of time after the decision is taken, of the nature of the discipline and the reasons for the disciplinary action, and a copy of the letter shall be sent to the Union. If an employee who has been disciplined wishes to discuss the matter with the Employer to request a re-consideration of the decision, the employee and/or the Union shall contact the authorized representative of the Department of Human Resources, who shall arrange for a meeting to be held within two (2) weeks.

4.04 Suspension Pending Proceedings

It is understood that the Employer retains the sole right to determine in any particular case and subject to the right of the employee to file a formal grievance under Article 3, that the matter is sufficiently serious to warrant immediate disciplinary action, up to and including discharge. In such cases, where suspension or discharge is contemplated, the Employer will first suspend the employee without pay. The employee shall be advised in writing, upon suspension, of the reasons for the disciplinary action, and a copy of the letter shall be sent to the Union. The letter shall also advise the employee of the right to request re-consideration of the decision and of the right to Union representation and/or participation if a meeting to re-consider is requested. If the employee requests a re-consideration of the decision, the employee and/or the Union shall contact the authorized representative of the Department of Human Resources, who shall arrange for a meeting to be held within one (1) week. If the decision to discipline is reversed, pay for the period of suspension shall be restored and all documentation concerning the matter shall be destroyed. If the decision to suspend or discharge is sustained, the employee and the Union will be so advised, and pay will continue to be withheld (as appropriate). If the decision is to reduce an initial suspension to a shorter period, the appropriate amount of pay will be restored.

- 4.05 Apart from the express provisions of paragraph 4.06 below, nothing in

this Agreement precludes the Employer from relying upon and introducing as evidence at any stage of the grievance or arbitration process the employee's previous disciplinary record, provided the letter of discipline makes it clear that the record was relied upon at the time the disciplinary decision was taken.

- 4.06 Any warning or other form of discipline shall not be used against an employee after a period of twenty-four (24) months from the date of the warning or other form of discipline, provided no other warnings or other form of discipline have been imposed in the intervening period. After such period, warnings and/or other form of discipline are not relevant for subsequent deliberations and are inadmissible in any grievance/arbitration process which might take place.

4.07 Confidentiality

Both parties acknowledge that disciplinary investigations and actions shall be treated on a confidential basis by their authorized representatives.

- 4.08 If an employee wishes to grieve a warning or other form of discipline, the grievance shall be initiated at Step III. A grievance of a discharge shall be initiated at Step III. In either case, the grievance shall be filed within twenty (20) working days of the issuance of the letter of warning (see 4.03.02) or other form of discipline (see 4.03.03).
- 4.09 The Employer agrees that an employee shall not be disciplined solely for failure to perform scheduled duties because of arrest or incarceration, provided that the employee's supervisor is notified of the arrest and/or incarceration and the expected duration thereof as soon as possible. The Employer, however, reserves the right to discipline an employee for just cause for failure to perform scheduled duties for reasons other than arrest and/or incarceration, for activities which may have been related to or coincident with the arrest and/or incarceration, or where the facts/events surrounding the arrest and/or incarceration can be seen as related to employment. In such cases, where discipline is not imposed, salary will nevertheless be withheld, for failure to perform scheduled duties. This shall not be regarded as discipline.

ARTICLE 5

POSITIONS AND APPOINTMENTS

5.01 General

The parties recognize that many variables are associated with identifying and defining position definitions and duties. Nevertheless, it is understood that the undernoted position titles and related statements of duties shall normally apply. Where duties and responsibilities vary significantly from those set out in paragraph 5.04 below, these shall be emphasized on the posting and in the appointment letter.

5.02 Establishment of Courses and Positions

The Union acknowledges that the Employer, in accordance with its right to determine the size and composition of the workforce under sub-paragraph 1.03(e) of this Agreement, has the sole right to determine the total number of bargaining unit positions for any given academic session.

5.03 Academic Sessions

"Academic Session(s)", for the purposes of this Article 5, means: (a) the Fall/Winter academic session (September to April); (b) twelve-week Fall session (September to December); (c) twelve-week Winter session (January to April); (d) twelve-week Summer session (May to August); (e) six-week Summer session (May/June); (f) six-week Summer session (June/July/August); or (g) any other academic sessions which are approved by the appropriate academic bodies.

5.04 Position Definitions and Duties

.01 Course Instructor shall be defined as an individual who is assigned principal responsibility for the preparation and presentation of a course, subject to reasonable limitations associated with the approved course syllabus which should be provided at least two (2) weeks prior to the start of classes. Duties related to the position, which shall be in accordance with University and departmental practices, include lecturing, the conduct of seminars/tutorials, marking, the development and administration of tests and examinations, submission of grades, as required, and the maintenance of reasonable hours for student contact outside of scheduled hours.

.02 Tutorial/Workshop Leader shall be defined as an individual who

prepares for and conducts a seminar/tutorial/workshop, or section of a course, but who is not assigned principal responsibility for the preparation and presentation of a course. Duties related to the position, which shall be in accordance with University and departmental practices, shall be as determined by the person(s) who has (have) principal responsibility for the course. Such duties normally include the evaluation of the students in the seminar/tutorial/workshop, the assigning and marking of the students' written and oral work, submission of grades as required, attendance at lectures, as required, and the maintenance of reasonable hours for student contact outside of scheduled hours (see Note below).

Note Re: 5.04.02

Persons appointed as Tutorial/Workshop Leaders in relation to a particular course will not be required, as part of their regular duties, to conduct lectures in that course. They may agree to do so, however, where requested by the Department Chair or by the person(s) who has (have) principal responsibility for the course, and after the additional monies have been authorized by the Dean, in which case they shall be compensated at the rate specified in Appendix A.16. This additional compensation will not be payable where the person volunteers to conduct a lecture, or where the lecturing results from a separate appointment in relation to a different course, where it is both contemplated and compensated in relation to that other appointment.

- .03 Lab Demonstrator shall be defined as an individual who prepares for and conducts a lab, but who is not assigned principal responsibility for the preparation and presentation of a course. Duties related to the position, which shall be in accordance with University and departmental practices, shall be as determined by the person(s) who has (have) principal responsibility for the course. Such duties normally include the set-up and removal of necessary lab equipment and materials (outside of actual contact hours), the evaluation of the students in the lab, and the assigning and grading of students' lab reports, the submission of grades, as required, and related work.
- .04 Marker/Grader shall be defined as an individual who prepares for and completes the marking and/or grading of the work of students in a course, tutorial/workshop or lab. Duties related to the position, which shall be in accordance with University and

departmental practices, shall be determined by the person(s) who has (have) principal responsibility for the course. Such duties normally include preparation based on course materials; marking and/or grading of lab reports, assignments, tests, exams and essays, including commenting upon students' work as required.

- .05 Language Assistant shall be defined as an individual who prepares for and conducts language laboratories and/or conversation classes based on conversation texts, supplemented as required by aids such as slides, films and/or tapes. Such individuals are not assigned principal responsibility for the preparation and presentation of a course. Duties related to the position, which shall be in accordance with University and departmental practices, shall be as determined by the person(s) who has (have) principal responsibility for the course. Such duties normally include the evaluation of the students in the language lab/conversation class, the assigning and grading of students' work, submission of grades, as required, attendance at lectures, as required, and the maintenance of reasonable hours for student contact outside of scheduled hours.
- .06 Academic Skills Centre Instructor shall be defined as an individual who performs duties such as individual academic assistance to students, skills workshop teaching, the development and writing of Centre literature and material, and attendance at related events, workshops and lectures. The allocation of contact hours and contact-related hours among the various duties shall be as assigned by the Director of Colleges, or Director of Student Affairs Oshawa in consultation with Academic Skills Centre Instructors, and shall be in general accordance with previous practice.
- .07 Team Instructor: It is acknowledged that there are instances from time to time where more than one (1) individual is assigned principal responsibility for the preparation and presentation of a course. In such situations, the proportionate responsibility of the participating individuals (whether or not they are in the bargaining unit) shall be clearly identified in the appointment letters. The stipend for bargaining unit members shall be based upon the appropriate Course Instructor stipend, pro-rated in the same proportion as the apportioned responsibility for the course.
- .08 Course Assistant shall be defined as an individual who is assigned general administrative responsibilities in relation to a

course, in addition to marking of essay assignments. Specific duties related to the position, which shall be in accordance with University and departmental practices, shall be as determined by the person(s) who has (have) principal responsibility for the course. Such duties normally include assisting in the preparation, handling and invigilation of course tests and exams, arranging, conducting and completing machine/multiple-choice grading of tests and exams, preparation, maintenance and posting of student grades, attendance at lectures, as required, the maintenance of reasonable office hours for student contact, and marking of essay assignments.

- .09 Honours Thesis Supervisor shall be defined as an individual who supervises a student conducting research in a specific field of interest for the production of an honours thesis. Duties related to the position include preparation, regular student consultation, assessment of student's work, and submission of grades, as required. After having received academic and financial approval from the Dean, a Department Chair may offer a bargaining unit member the position of Honours Thesis Supervisor, without posting the position. If accepted, the offer shall be set out in writing and sent to the member (copied to the Union). The stipend for this work shall be in accordance with Appendix A provided that, where responsibility for the work is shared, the stipend shall be appropriately pro-rated.
- .10 Course Co-ordinator shall be defined as an individual who, in addition to holding a Course Instructor position in relation to the same course, is assigned additional responsibilities for the administration, organization and co-ordination of the course. These additional duties, which shall be in accordance with University and departmental practices, will be clearly highlighted on the posting. Duties will vary by academic department, but would typically include consultation with and co-ordination of faculty, curriculum development, preparation and assemblage of education materials and related administrative tasks.
- .11 Reading Course Instructor shall be defined as an individual who is assigned principal responsibility for the preparation and presentation of a course designed to pursue a student's special interests, largely through independent study. Duties related to the position shall include regular student consultation, marking, the development and administration of tests and examinations, and submission of grades, as required. After having received academic and financial approval from the Dean a Department Chair may offer a bargaining unit member the position of

Reading Course Instructor, without posting the position. If accepted, the offer shall be set out in writing and sent to the member (copied to the Union) not later than May 31st for the Summer Sessions, September 14th for the Fall/Winter Session, and January 14th for the second term of the Fall/Winter Session. The stipend for this work shall be in accordance with Appendix A provided that, where responsibility for the work is shared, the stipend shall be appropriately pro-rated.

- .12 Academic Counsellor shall be defined as an individual who advises students regarding their academic programs. Duties relating to this position include acting as a liaison, as appropriate, with Departmental/Program Chairs, Registrar's Office, Student Accessibility Services, Academic Skills Centre and the Student Wellness Centre. The allocation of contract hours among the various duties shall be assigned by the Supervisor and shall be in general accordance with previous practice.

Note: No Right of First Refusal (Article 5.08) shall apply to this position.

- .13 Clinical Instructor - Nursing shall be defined as an individual who is assigned principal responsibility for the direct supervision of up to ten (10) or indirect supervision of up to twenty (20) nursing students in a clinical setting. This responsibility involves the supervision of students providing patient care according to an approved course syllabus. This includes selection of patients suitable to the students' skill, ability, and knowledge, guidance of delivery of care including administration of medication(s), and basic care giving over a full shift. Duties related to the position, which shall be in accordance with University and departmental practices, include direct and/or indirect supervision, the conduct of seminars/tutorials, marking, the development and administration of suitable evaluation tools, submission of grades, as required, and the maintenance of reasonable hours for student contact outside of scheduled hours. The incumbent must hold a current College of Nurses of Ontario license with no practice restrictions.

- .14 Clinical Learning Centre Instructor shall be defined as an individual who is assigned the principal responsibility for the supervision of nursing students in a clinical learning lab setting as outlined in the course overview. Duties may include developing learning lab activities and lab guide, evaluation tools and pre lab exercises. Evaluation of individual students progress. Provide timely and continuous feedback to students on clinical lab experiences and written material. Keep records of absences from clinical labs. Maintenance of reasonable

hours for student contact outside scheduled hours. The incumbent must hold a current College of Nurses of Ontario license with no practice restrictions.

- .15 Clinical Course Coordinator shall be defined as an individual who is assigned principal responsibility for the preparation and oversight of a clinical course (nursing), subject to reasonable limitations associated with the approved course syllabus. Duties related to the position, which shall be in accordance with University and departmental practices, include: reviewing and revising the course syllabus including the list of clinical instructors; ensuring that the applicable laboratory teaching guides are current and complete; collaborating with the Learning centre technician; advising Clinical Learning Centre Instructors and Clinical teachers on student related issues; providing course orientation to students and clinical instructors; creating clinical schedule and organize clinical groups; organizing enriched learning activities as required.
- .16 Trent-ESL Instructor shall be defined as an individual who is employed through the Trent International Program to perform duties such as preparation and presentation of a Trent-ESL course, administration and marking, and participate in curriculum development.

It is understood that when enrolment is low, the lower levels (Prep, 1 and 2) of a Trent ESL course may be combined. Should the higher levels need to be combined, the instructor may request marking support from the Manager, Trent ESL. Where levels are combined, enrolment shall not exceed 15 students.

Duties also include regular communication with co-instructors with respect to student progress and term planning. Regular communication and support to students throughout the term is required, including maintaining regular office hours. The allocation of ESL contact hours and contact-related hours among the various duties shall be as assigned by the Manager, Trent-ESL, and shall be in accordance with 5.07.05. Any mandatory professional development activities that are in excess of the existing paid contact hours and prep hours will be compensated.

- .17 Other Positions Where any position not covered by this Article is established by the Employer during the term of this Agreement, the Employer will, prior to posting the position, provide the

Union with a position description, statement of the duties required, qualifications expected, and the intended rate of pay. Upon request, the Employer shall discuss the details of any such position(s) with the Union.

5.05 Posting Procedures

- .01 Departments will forward anticipated positions to the appropriate Dean's Office, as far in advance as possible. Except in exceptional circumstances the appropriate Dean's Office shall post the positions by the dates specified below. The parties acknowledge that unpredictable fluctuations in student enrolment and course registration, as well as other factors, may result in postings being retracted during the posting period.

<u>Academic Session</u>	<u>Posting Date</u>
Fall/Winter Session	June 1
Winter Session	September 1
Summer 12-week Session	March 1

- .02 It is understood that "exceptional circumstances" per Article 5.05.02 may include but are not limited to events such as unexpected resignations, leaves, illness or rejection of a full-time offer, or a bargaining unit employee unexpectedly declining an offer or withdrawing from a position. Such positions will be posted as soon as possible.
- .03 Positions shall be posted as they arise, and shall be clearly identified as involving bargaining unit work. Postings shall also identify:
- the date of posting (i.e., date routed by the Dean of Arts and Science office - see 5.05.06);
 - the employing Department and location;
 - course name and number (except Academic Skills Centre);
 - the classification and stipend (or hourly rate) for the position;
 - the academic session/term of the appointment, or the expected duration of the appointment (if for other than a full session or term);
 - the commencement date of the appointment (for stipended positions) or the expected date of commencement of employment (for hourly positions);
 - a brief description of the duties required, including significant variation in duties and responsibilities as outlined in 5.04;
 - the qualifications expected for the position in accordance with 5.07.01;
 - application procedures (e.g. submission of c.v., external

- references, if required, etc.);
- posting expiry date (i.e., closing date for applications);
- for hourly positions, the total hours of work available and the Departmental/Programme norms applicable to such work.
- that those holding RFR need only submit an up to date C.V. and notification of posting numbers for positions sought.

Where existing course data (such as previous enrolment history, pre-registration figures, etc.) is available and makes it possible to do so, departments shall specify projected class enrolment on the posting.

All postings shall contain a statement concerning the University's application of the principles of Employment Equity.

The Employer will identify on all postings that some positions may be subject to RFR.

The Employer also agrees to provide the Union, within ten (10) working days of receiving a written request, with a written rationale for the expected qualifications, where these have been changed from those set out on a previous posting for the same position.

.04 Length of Posting:

- (i) Where the normal posting time-frame set out in 5.05.02 is achieved, the position shall be posted for at least fifteen (15) working days before being filled.
- (ii) Where the position arises or is unfilled after the normal posting time-frame, but twenty (20) working days or more prior to the commencement of the appointment, the position shall be posted for at least ten (10) working days before being filled.
- (iii) Where a position arises or is unfilled less than twenty (20) working days prior to the commencement of the appointment, the position shall be posted for at least five (5) working days.
- (iv) In exceptional circumstances (such as resignation or death, medical leave or other unexpected absence) or where factors such as unexpected enrolments create a need for extra assistance in a course (e.g. marker/grader, tutorial/workshop leader, lab demonstrator, language assistant), a position which arises five (5) working days or less prior to the commencement of the appointment

need not be processed in the normal fashion, but the following special procedure shall apply. A posting shall be prepared, but shall not be routed in accordance with 5.05.06, and .07. Rather, it shall be posted within the department, and shall be held open for a two-day period during which time the employing department shall endeavour to telephone any internal applicants (see 5.06.01), as well as any other qualified persons whom the department believes might be available and interested in assuming the position. If staffing is required while this process is under way, payment for this temporary employment shall be at the authorized replacement rate (see Appendix A.15). When positions are staffed in this fashion, the Union shall be advised by copy of the appointment letter.

- (v) The Employer may withdraw a posting, through the normal expiry of the posting period, where there are no qualified candidates for the position. Where the Employer chooses to extend the posting period beyond the date specified in the original posting, the posting shall be re-issued, showing the extended posting period, and routed in the normal fashion.

- .05 Administration of Posting Procedures: All postings shall be forwarded to the Dean of Arts and Science Office, where they will be approved, numbered sequentially and posted on the Dean's Office website. The Deans shall forward an electronic copy to the Union on the date of the posting.
- .06 Advertising: In addition to the posting procedures set out in this Article, departments are also encouraged to advertise positions at the local, regional, provincial and/or national levels, as appropriate in relation to the availability of qualified candidates and time constraints.
- .07 When a position becomes available, the department chair shall make their best effort to notify all CUPE instructors and tutorial/workshop leaders who have been employed in the Department within the past 24 months.
- .08 For late postings (posted after June 1st for the Fall/Winter session, September 1st for the Winter session and March 1st for the Summer session) departments will endeavour to notify all members on their current distribution list that the postings are available on the Dean's Office webpage.

5.06 Application Procedures

- .01 Bargaining unit members employed either currently or at least once during the past twenty-four (24) months, and any individuals holding a Right of First Refusal, shall be considered internal applicants for the purposes of paragraph 5.07.
- .02 All applicants for positions must apply directly and in writing, in relation to each posting for which they wish to be considered, in accordance with the specifications set out in the posting and/or advertisement. All applications must include an up-to-date c.v., except where the applicant has previously submitted a c.v. to the hiring department within the preceding twelve (12) months. C.v.'s must include complete listings of all appointments within the bargaining unit at Trent University.
- .03 Applications for positions shall be considered in accordance with the provisions of this Agreement and departmental practices, and the Departmental Personnel Committee in each Department is responsible for making recommendations to the Chair concerning all part-time academic appointments. All qualified applicants will be entitled to due and fair consideration, in accordance with the provisions of this Agreement.

5.07 Appointments

- .01 The criteria the Employer must use in selecting a candidate for a position are the candidate's academic qualifications, competence in the required subject, assessment of prior teaching experience, previous work record, and the Right of First Refusal (where applicable; see 5.09 and 5.10). The evaluation of such criteria shall be limited to the qualifications as set out in the posting (see 5.05.04) and as supported by the application (see 5.06.02), the employee's employment file (see 7.17), the interview process utilized by the employing Department, including reference checks (see 5.06.03), and by student evaluations (see 5.17). The goal of the hiring process shall be to hire the best candidate for the position consistent with the above criteria, and with the provisions regulating internal candidacy and the Right of First Refusal.
- .02 Where the ability of the competing candidates to meet the criteria for the position as defined in 5.07.01 are determined to be relatively equal, and subject to paragraphs 5.07.04 and 5.07.05, an internal candidate (see 5.06.01) will be awarded the position. Where the competing candidates are internal candidates, but none enjoy a Right of First

Refusal, the candidate with the most academic sessions of bargaining unit experience in positions of at least the same or higher level shall be appointed.

- .03 "Level" means the level of responsibility associated with a position. Thus, for the purpose of sub-paragraphs 5.07.01, 5.07.05 and 5.08.03, there are two levels, from highest to lowest: (i) Course Instructor, Academic Skills Instructor, Trent-ESL Instructor, Clinical Instructor; Clinical Course Coordinator; (ii) Tutorial/Workshop Leader. In the calculation of a Right of First Refusal, previous employment at a higher level shall count towards employment at a lower level, but previous employment at a lower level shall not count towards employment at a higher level.
- .04 Special Case
- (a) In the case of a competition for a Course Instructor position, Academic Skills Centre Instructor, or Trent-ESL Instructor only, where a candidate has been determined to have substantially and demonstrably superior qualifications and/or reputation than a candidate who has the Right of First Refusal, then the former may be appointed. The parties acknowledge that the following criteria may be indicative of such superior qualifications and/or reputation: substantially superior academic qualifications, recognition as a national or international expert in the field, or recognition as a distinguished author and/or prestigious visitor.
- (b) Where such a candidate is appointed, the Union shall be supplied with the name of the successful candidate, a current curriculum vitae, and any other non-confidential information that formed the basis of the hiring.
- (c) In the event that an individual who holds a Right of First Refusal would, save for implementation of this paragraph, otherwise have been awarded the position, the Employer shall place that individual in another position at an equal level for which they are qualified without displacing any other individual who holds a superior Right of First Refusal (5.07.05) for that position. If such a position is not available, the individual that has been displaced will receive a 25% cancellation stipend. In such case, the posting and/or appointment provisions of the Collective Agreement shall be waived.

.05 Where no appointment is made under 5.07.04, and where only one candidate has an applicable Right of First Refusal under 5.08, the candidate who possesses a Right of First Refusal in relation to a particular position shall be offered the position. If more than one (1) candidate possesses a Right of First Refusal in relation to the same position, the candidate with the most academic sessions of bargaining unit experience in positions of at least the same or higher level shall be appointed. If the individual does not accept the position, it will be offered to the individual with the second most academic sessions of bargaining unit experience in positions of at least the same or higher level, and so on provided the individual possesses a Right of First Refusal. Note: In the case of the Academic Skills Centre or Trent-ESL Instructor, "course teaching experience" means "Academic Skills Centre Instructor or Trent-ESL Instructor experience".

.06 Candidates appointed to stipended positions in the bargaining unit shall be appointed for a full academic session or half-session. However, if a fractional appointment is made, the appropriate salary (see Appendix A) shall be pro-rated accordingly.

.07 Continuing Sessional Appointments

(a) Bargaining unit employees may be appointed a continuing appointment for a maximum of nine (9) credits to teach the same course, over a period of no more than three (3) contract years (Fall/Winter/Summer sessions). Each instructor may teach a maximum of 3.0 courses per year, with no more than 2.0 courses to be taught in any given session (Fall/Winter, September 1 – April 30, or Spring/Summer, May 1 – August 31).

(b) Continuing appointments will be made in accordance with Article 5.07.

(c) Continuing appointments may be terminated without fault or cause and these members would receive a cancellation stipend of 15% of the course stipend regardless of the number of sessions remaining. As an alternative, by mutual agreement between the member and Chair/Dean, a member may be appointed to another course for which no member holds a senior RFR.

- (d) It is understood that given the ongoing nature of these positions, the Chair will meet with the member annually to conduct a performance review. This process is intended to recognize a member's achievement and identify areas of development. It is also an opportunity for the Chair to provide formative support and mentoring. A record of this discussion will be retained in the member's personnel file.
- (e) If concerns are raised about a member's continued competence in teaching a course the chair or delegate may initiate an evaluation. If the member's performance is subsequently evaluated by the department as "less than fully competent" according to the same procedures outlined in 5.08.04., the Chair shall meet with the member with the objective of effecting improvement in the member's performance. A second evaluation of the member as "less than fully competent" will result in the member losing her or his continuing appointment for the position in question.
- (f) Continuing sessional appointments will be posted, as per Article 5.05, for the following academic year no later than March 1 of the previous year.
- (g) Instructors in continuing sessional appointments are eligible to apply for and earn RFR as per article 5.08.
- (h) Renewal of Continuing Sessional Appointments

At any point in the final year of an appointment, the Department may offer to renew the appointment for up to an additional three years. There shall be no limit to the number of times an appointment is renewed.

.08 Hiring Queries

Where a member of the bargaining unit, or an individual who possesses a Right of First Refusal, or the Union on behalf of an applicant for a posted position, has questions related to a hiring decision, they may submit a request regarding the reasons of the decision to the Chair of the Department (or designate), copied to the Union. Such request shall be set out in writing, and filed within ten (10) working days of being advised of the decision. The Chair shall respond in writing within ten (10) working days, copied to the Union, outlining the reasons for the decision. A grievance may be filed in accordance with paragraph 3.07.02 within ten (10) working days of receipt of the

response.

5.08 Right of First Refusal

.01 Overview:

Right of First Refusal (RFR) is the primary mechanism by which members can earn, claim and retain seniority for posted positions. Demonstration of effective performance in teaching or teaching assistance is the primary criteria by which RFR is earned. It is the responsibility of the applicant to substantiate a claim of RFR when applying for a given position.

The Employer has the right to determine which courses will be offered within the bargaining unit (see paragraphs 1.03 and 5.02).

RFR may be earned via a performance evaluation procedure for the positions of Course Instructor, Tutorial/Workshop Leader, ESL Instructor, Academic Skills Instructor and Clinical Instructor – Nursing.

Members will not be eligible to earn RFR for any positions which exist as of the signing of this agreement other than those listed above. Any positions subsequently created by the Employer will be brought to Joint Committee in order to determine whether or not RFR may be associated with them.

Any members currently retaining Right of First Refusal via the procedures in the previous Collective Agreement shall continue to retain it subject to Article 5.08.09.

.02 Requesting evaluation for the purpose of earning RFR

Members holding eligible positions will notify the hiring department of their desire to be subject to an evaluation procedure for the purposes of earning RFR.

Requests for evaluations may be made either by indicating this on the acceptance form included with the offer of appointment, or by notifying the department Chair in writing, with a copy to the Dean's Office, within the first thirty (30) calendar days of the start of the appointment for courses of 12 weeks or longer, within (10) calendar days of the start of the appointment for courses of less than 12 weeks. Requests for an evaluation procedure for the purposes of earning RFR may not be made after this period has expired.

.03 RFR conditions for eligible positions

- (a) A member may claim RFR for a given Course Instructor position provided that s/he has requested performance evaluations for two previous Course Instructor appointments in that course or a closely-related course, at least one of which was in a Fall/Winter academic session, and has been evaluated as at least generally satisfactory on the first and at least fully competent on the second.
- (b) For members teaching only during the summer session, a member may claim RFR for a given Course Instructor position provided that s/he has been assessed for two previous Course Instructor appointments in that course or a closely-related course, and has been evaluated as at least generally satisfactory on the first and at least fully competent on the second. Members who have earned RFR by evaluations only in the summer session shall be considered to have RFR for the summer offering of the course only.
- (c) A member may claim RFR for a given Clinical Instructor – Nursing position provided that s/he has requested performance evaluations for two previous Clinical Instructor – Nursing appointments in that course and been evaluated as at least generally satisfactory on the first and at least fully competent on the second and meets the qualifications of the current posting.
- (d) A member may claim RFR for a given Tutorial/ Workshop Leader position provided that s/he has requested performance evaluations for any combination of two previous Tutorial/Workshop Leader, or Course Instructor positions in that course or a closely-related course and been evaluated as at least generally satisfactory on the first and at least fully competent on the second.
- (e) A member may claim RFR for a given Academic Skills Instructor position provided that s/he has been employed in an Academic Skills Instructor position at least three times and requested performance evaluations for any two of these sessions and been evaluated as at least generally satisfactory on the first and at least fully competent on the second.
- (f) A member may claim RFR for a given ESL Instructor position provided that s/he has been employed in a ESL Instructor position at least three times and requested performance evaluations for any two of these sessions and been evaluated as at least generally satisfactory on the first and at least fully competent on the second.

- (g) A member may claim RFR for an online course provided that s/he holds RFR for the in-class version of the course, and has solely developed or had primary responsibility for the development of the online course. Members who do not hold RFR for the in-class version of the course, and who solely developed or had primary responsibility for the development of the online course will be given the opportunity to teach the first two CUPE offerings of the online course. Members holding RFR for in-person courses who apply to teach the online version of the course will be appointed to the online course on a one-time basis, provided that the individuals have included on their C.V. evidence they have the technical ability to teach an online course. Similarly, members holding RFR for online courses may be appointed to the in-person courses, on a one-time basis, provided the individual has included on his/her C.V. evidence they have the ability to teach an in-person course.

Members who are appointed to positions under (g) and who elect to be evaluated for the purpose of earning RFR, shall be evaluated as per the Collective Agreement, with the exception that, upon receiving a single evaluation of “fully competent,” they shall be considered to have earned RFR for the second mode of delivery (e.g. online).

.04 Evaluation procedure

All departments will develop RFR evaluation procedures. These shall consist of some or all of the following:

- (a) A review of the student evaluation surveys completed by the students in the given course;
- (b) A Departmental Committee’s assessment of the member’s effectiveness in teaching or teaching assistance may include an in-class visit by the Chair or other designated department member. The in class evaluation will be carried out after at least 25% of a course has been completed. A minimum of two weeks’ notice of an in-class evaluation will be provided to the member; one week for summer courses.
- (c) A Departmental Committee’s assessment of the member’s effectiveness in completing administrative procedures associated with the duties of the position, such as, but not limited to, the timely submission of grades; and
- (d) A teaching dossier as laid out in Article 5.16.

.05 When the Chair confirms the member’s request for RFR, they

shall advise the member of the evaluation process and criteria.

.06 Results of the Evaluation

A brief written report summarizing the results of the evaluation and assessing the member as either less than satisfactory, generally satisfactory, or fully competent, will be made by the Departmental Chair. The decision will be communicated to the member within sixty 60 calendar days following the completion of duties

Failure on the part of the department to deliver the written report to the member within this timeframe will result in a default evaluation of the member as “generally satisfactory”. A second failure on the part of the department to deliver the written report will result in the member being evaluated as “fully competent”.

.07 Appealing the evaluation

In cases in which the member disputes the results of the evaluation, s/he may appeal in writing within 10 working days of its receipt to the appropriate Dean, who will investigate and make a decision within 10 further working days. If the member disputes the Dean’s decision, a grievance may be filed directly at Step 3.

.08 Disputing the claim of RFR

In cases in which a department disputes a claim to RFR by a member, the Chair or designate shall meet with the member to review and compare supporting documentation relating to past evaluation of teaching performance in an effort to demonstrate the grounds for the dispute of the claim.

.09 Retaining RFR

Once earned, a member shall retain RFR for a given position or a closely-related position in any subsequent academic session provided that:

- (a) the member has been employed in the department within the immediately preceding 24 month period in a position of at least the same or higher-level in the same academic department;
- (b) the course in question or closely-related course continues to be offered by the Department at least once every five years.
- (c) If concerns are raised about members continued competence in

teaching a course the chair or delegate may initiate an evaluation.

If the member's performance is subsequently evaluated by the department as "less than fully competent" according to the same procedures outlined in 5.08.04., the Chair shall meet with the member with the objective of effecting improvement in the member's performance. A second evaluation of the member as "less than fully competent" will result in the member losing her or his RFR for the position in question. A member may regain RFR according to the same procedures through which s/he first earned it, as outlined above.

.10 RFR List

The appropriate Dean shall maintain an up-to-date list of members currently holding RFR and forward it to the department chairs and the Union by December 31.

.11 "Closely-related courses"

For the purposes of this article, a course shall be considered "closely-related" to a given course if it can be demonstrated to encompass substantially similar subject matter, including cross-listed courses approved by the hiring department.

.12 Blended Courses

Where courses have been merged or separated to create new courses, applicants holding RFR in any of the original courses who meet the position requirements for the new course(s) will be granted RFR for the blended or separated course(s). Competing claims to RFR shall be resolved as per Article 5.08.13.

.13 Competing claims to RFR

In cases in which more than one member may claim RFR on a given position, the position shall be offered first to the member who has completed the greatest number of appointments (full course equivalents) at the University at the level of the position in question or at a higher level (see 5.07.05).

.14 Failure to Complete Assigned Duties

When a bargaining unit member fails to complete assigned duties after having received full payment under the terms of their appointment, and subject to the right of the employee or

former employee to file a grievance under Article 3, the appointment in question shall not result in a Right of First Refusal. In such cases, the employee shall be advised in writing of the action and the reasons for it, and a copy of the letter shall be sent to the Union.

5.09 Appointment of Post-Doctoral Fellows and Trent Doctoral Students

At its discretion, the Employer may offer Course Instructor positions to Trent Post-Doctoral Fellows, and Trent doctoral students in their last university-funded year of study, without competition, subject to the following provisions:

- (a) The number of full courses (or equivalent) offered to post-doctoral students, and Trent doctoral students in their last university-funded year of study, without competition pursuant to this Article shall not exceed six (6) in any academic year.
- (b) Right of First Refusal (Article 5.08) shall not apply to employees assigned Course Instructor duties pursuant to this Article.
- (c) The Employer shall report to the Union the name of the Post-Doctoral Fellow(s), or Trent doctoral student(s) in their last university-funded year of study, who are assigned a Course Instructorship pursuant to this Article.

5.10 Contracts and Secondments

The parties agree that in exceptional circumstances teaching positions can be filled by way of a contract for service or secondment. Secondment is understood by the parties to involve an individual who is temporarily on loan from another employer and who is committed to return to a position of regular employment outside Trent. A bargaining unit position may be filled by way of contract for service or secondment and treated by the Employer as being outside the scope of the bargaining unit provided:

- (a) that the position has been posted as a bargaining unit position in accordance with the provisions of this Agreement, and candidates considered in accordance with the provisions of this Agreement;
- (b) where an individual (business, corporation or professional firm) requests contract/secondment status, the request shall be in writing and submitted by no later than the date specified for acceptance of the appointment;

- (c) that any request for contract/secondment status shall originate with the individual potential contractor and not the Employer;
- (d) that the Union is informed by the Department of Human Resources within five (5) working days after receipt of the written request for contract/secondment status;
- (e) that where the Employer agrees to grant an individual contract/secondment status, the details of such agreement shall be set out in writing and copied to the Union within five (5) working days of entering such agreement;
- (f) that with regard to an individual who is granted contract/secondment status out of the scope of the bargaining unit, the equivalent of vacation pay shall be payable by the Employer to the Professional Development Fund, and the equivalent of Union dues shall be payable to the Union by the individual;
- (g) that the stipend payable to the individual with contract/secondment status shall not be less than the rates specified in the prevailing Collective Agreement; and,
- (h) that, without the agreement of the Union, there may be no more than four (4) positions staffed by way of contract/secondment status in any given twelve-month period from September 1 to August 31.

5.11 Offer of Appointment

- .01 Offers of appointment to successful candidates shall be made, in writing, normally within five (5) working days of the Dean's approval of the department/programme's recommendation, and shall be copied to the Union. In the absence of exceptional circumstances this approval shall occur within five (5) working days of receiving such recommendation. Where feasible, offers shall be sent by the dates set out below.

<u>Academic Session</u>	<u>Appointment Date</u>
Fall/Winter Session	July 8
Winter Session	October 1
Summer Session	April 15

If an offer of appointment for a posted position has not been issued within one month of the closing date for applications, the Union shall

be informed of the reason, in writing, within ten (10) working days.

- .02 Individuals shall indicate, in writing, whether they are prepared to accept an appointment within two (2) weeks of receipt of the offer of appointment. Failure to provide acceptance forms to the appropriate Dean's office prior to commencement of classes shall result in the employee not being permitted to commence employment.
- .03 Where an individual is unable to accept a position because the appointment is scheduled as to conflict with another position that individual has accepted at Trent, the Employer will make every reasonable effort to resolve such a conflict to enable the individual to accept both positions. Upon receipt of such a request, the two-week requirement in 5.12.02 above may be extended by up to two weeks.

Individuals who have accrued a Right of First Refusal in a course and who wish to have input into the scheduling of the course may indicate their preferences in writing to the relevant employing Department (also see 7.14).

- .04 If a successful candidate declines an offer of appointment, the Union shall be informed immediately and the Employer shall offer the appointment to the next candidate on the short-list of qualified candidates, and so on, until an appointment is made. If no qualified candidate accepts an offer of appointment, paragraph 5.05.03 (v) shall apply.
- .05 The offer of appointment shall specify:
 - (a) the position title;
 - (b) the course(s) appointed to;
 - (c) the employing Department;
 - (d) the academic session/term of the appointment, or the expected duration of the appointment (if for other than a full session or term);
 - (e) any significant alteration of duties from what is set out under the appropriate section of paragraph 5.04;
 - (f) the name (or title) and phone number of the immediate supervisor;
 - (g) the number of tutorial/workshop groups (as applicable);
 - (h) an estimate of the total hours of work available (in the case of hourly-rated positions); and,
 - (i) the appropriate stipend/hourly rate, including relevant information regarding reduced stipend/cancellation

- possibilities;
- (j) the electronic location of the Collective Agreement on the CUPE website; and
- (k) the electronic location of the Trent parking services webpage.

The following additional information shall also accompany the offer of appointment:

- (l) for new appointees, a copy of relevant academic regulations and general Trent University information;
- (m) an offer of appointment Acceptance Form (which includes a space for an email address);
- (n) a Revenue Canada TD1 form and other necessary payroll information;
- (o) information with regard to travel and accommodation arrangements, where necessary;
- (p) information regarding class meeting time(s) and location(s) (if available);
- (q) for Marker/Graders, a copy of the "Guidelines" agreed to by the parties;
- (r) information with regard to Right of First Refusal

.06 Each offer of appointment to a Tutorial/Workshop Leader shall set out for the information of the member, either in the letter or in a separate attachment, the procedures governing the assumption of lecturing responsibilities by the Tutorial/Workshop Leader and the remuneration which shall be paid in cases authorized by the Office of the Dean of Arts and Science.

.07 Hiring departments shall advise all applicants of the outcome of their application. This will normally be in writing, by telephone or by direct personal contact.

5.12 Cancellation of Position

.01 Where an offer of appointment has been made and accepted (see 5.12.01 and 5.12.02 above), and the resulting appointment is subsequently cancelled by the Employer prior to the

scheduled commencement of employment, the individual concerned shall be notified in writing (copied to the Union) and shall receive a cancellation stipend as set out below:

8 weeks or more	0% of Stipend
4-8 weeks	5% of Stipend
2-4 weeks	10% of Stipend
Less than 2 weeks	15% of Stipend

If an individual appointed to a Course Instructor position declines an opportunity to teach a course on a reduced stipend basis as contemplated in paragraph A.1.03, that individual shall be paid either the cancellation stipend set out above, or the difference between the reduced stipend and the normal Course Instructor stipend as set out in Appendix A, whichever is less.

- .02 Where a stipended position is cancelled after the commencement of classes, the member(s) concerned shall be given notice in writing (copied to the Union). They shall be paid the appropriately pro-rated salary for all work performed up to the date of cancellation, plus the appropriate cancellation stipend (see .01 above), provided that these combined earnings do not exceed what would have been earned had the position not been cancelled.

5.13 Reduced Stipend

Where the Employer determines that a particular course may be cancelled due to under-enrolment, and where an appointment has already been made to a Course Instructor position related to such course, the Employer may decide that the course will proceed in any event. In such a case, and prior to the commencement of the appointment, the Employer shall offer the appointee the opportunity to teach the course on a reduced-stipend basis, as set out in Appendix A, in lieu of the cancellation stipend set out in 5.13 (above). If the appointee agrees to the offer, the agreement shall be made in writing and copied to the Union.

5.14 Course Design

An individual may be appointed by the appropriate Dean to design a new course. A new course shall be defined as a course that has not previously been offered at the University and which is not listed in the University's course calendar. The appropriate Dean's office will confirm this appointment in writing to the individual, the department and to the Union. The member shall receive a Course Design stipend

of \$1000.00.

The individual will be entitled to one half (1/2) of the Course Design stipend upon proof of completion of an initial draft, and the final half (1/2) upon completion of an acceptable draft for submission to the approvals process.

5.15 Consolidations

- .01 When, through the application of paragraphs 5.05, 5.06, and 5.07, the recommended candidate for one or more Course Instructor positions has previously been awarded a concurrent Course Instructor position, with the result that the combined appointments, if made, would require a consolidation into a single position within the full-time bargaining unit, the appointee may be awarded the position(s) in accordance with this Article. While it is understood that a Tutorial/Workshop Leader position might occasionally be part of the consolidation, a Tutorial/Workshop Leader position cannot be part of a consolidation unless it is held in addition to two Course Instructor positions.
- .02 There shall be no more than three (3) such consolidations in any twelve-month period from September 1 to August 31. Consolidations in excess of this number require the agreement of the Union. Such agreement shall not be unreasonably withheld.
- .03 The Union shall be advised of any proposed consolidations prior to any offer of appointment. In addition and upon request, the Employer will provide the Union with all relevant non-confidential information regarding the need for the consolidation.
- .04 If the Employer is considering a consolidation beyond the limit specified in .03 above, the Union shall be promptly notified prior to any offer of appointment being made. In such cases, the Union agrees to meet promptly with an authorized representative of the Department of Human Resources to discuss the matter.
- .05 Where a candidate for a Course Instructor position has previously been awarded a concurrent Course Instructor position and would otherwise be entitled to the subsequent position, but the Employer prefers to not consolidate the positions as per .01 above, the candidate may request that that appointment be split in two such that he or she may then accept

a .5 Course Instructorship position in that course. This request shall be made through the Office of the Dean and will be given consideration in consultation with the affected Department/Program(s).

5.16 Teaching Evaluation

- .01 Assessment and evaluation of teaching shall be based on the effectiveness of the instructor, as indicated by command over subject matter, familiarity with recent developments in the field, preparedness, presentation, accessibility to students and influence on the intellectual and scholarly development of students.
- .02 While the parties agree that student course evaluations contribute to the improvement of teaching within the University, they do not on their own constitute an evaluation of teaching performance. Further, it is understood that not all opinions provided in student course evaluations are relevant to the assessment and evaluation of teaching.
- .03 The Centre for Teaching and Learning shall assist departments and programs to develop and maintain survey instruments that are appropriate to their academic disciplines. Chairs shall ensure the annual application of such instruments within their department or program.
- .04 Members shall not be present when the students complete the survey, and the survey shall not be transmitted to the department or program by the members being evaluated. Academic Administrative Assistants of departments/programs shall count, record, and number the surveys transmitted for each course. Normally, teaching evaluations will be submitted electronically. Exceptions may be made in some cases, subject to departmental practices.
- .05 Once completed and following the release of final grades for the course, these surveys will be made available in confidence to the member, the Department/Program Chairs and the Dean.
- .06 Each department and program will retain the originals or copies for a twenty-four (24) month period.
- .07 Assessments shall be used by the department or program in the context of personnel decisions, including determinations in respect of Right of First Refusal.

.08 Each member shall be encouraged to create a teaching dossier, which may consist of a CV, annual teaching evaluations, letters of reference and other information the member deems pertinent. Members will submit these dossiers when required for RFR.

ARTICLE 6

COMPENSATION AND BENEFITS

- 6.01 The wage rates set out in Appendix A, attached hereto and forming part of this Agreement, shall be paid to members of the bargaining unit as applicable.
- 6.02 The Employer agrees to make the required statutory contributions to C.P.P. and E.I. on account of each employee.
- 6.03 Members of the bargaining unit shall, as applicable, be entitled to benefits as set out below.
- 6.04 Eligible bargaining unit members are both entitled and encouraged to apply for financial assistance from the Professional Development Fund, as detailed in Appendix D, which is attached hereto and which forms part of this Agreement.
- 6.05 Employees will be entitled to claim mileage allowance, in accordance with prevailing University practices and rates, as amended from time to time. The Union shall be routinely provided with a copy of the prevailing practices and rates, including any amendments.

6.06 Tuition Waiver

.01 Spouses and children of bargaining unit members employed in the current academic year and (a) holding a Right of First Refusal, or (b) who have been employed for at least three (3) previous academic sessions, who are enrolled in courses at Trent University, shall have their academic fees waived for either undergraduate or graduate tuition for courses taken at any time in the given academic year. Ancillary fees are not waived. Admission and progression standards for such students shall be those applicable to other students.

.02 Definitions

- (a) Spouses: In any given academic year, tuition will be waived for one spouse only for each member of the bargaining unit.
- (b) Children: The applicable definition of children shall include adopted children, foster children, and married children, subject only to the condition that the children in question be twenty-five (25) years of age or under.

6.07 Extended Health/Dental Care

Active employees who are not covered by another benefit plan and who are employed for more than three (3) months during the academic year (September to April) or 6 weeks during the summer semester, may participate in the Employer's extended health and dental care plans for that year (from the first of the month following the commencement of their appointment to the end of the month following the termination of their appointment) at their own expense. The coverage shall not include vision care. Such participation shall be subject to the normal deductibles and co-insurance and waiting periods. The benefit carrier may apply separate premium rates.

ARTICLE 7

LEAVES OF ABSENCE AND OTHER CONDITIONS OF EMPLOYMENT

7.01 Leaves: General

.01 In order for the University to be able to cancel, re-schedule or find replacement staff for classes, it is understood that when an employee is unable for any reason to be present for scheduled duties, all reasonable efforts shall be made to advise the immediate supervisor as far in advance of the absence as possible. Except in emergency situations, notice to the immediate supervisor will be in writing, with a copy to the appropriate Dean.

Requests for leave under paragraphs 7.02, 7.06, 7.07, and 7.09 are understood to be approved only upon written application to, and confirmation from, the appropriate Dean's Office.

.02 Paragraphs 7.02 to 7.07 set out the leave entitlements for each leave category; paragraph 7.08 specifies the maximum amount of pay entitlement for such leaves.

.03 "Working days", for the purpose of these leave provisions, shall mean a calendar day except legal holidays. "Week", for the purposes of Sick Leave, Pregnancy Leave and Parental Leave, refers to all the days within a calendar week on which a member has scheduled contact hours. For example, a member who normally has a lecture/seminar one day per week, and who is absent for that day, shall be considered to have used one week of sick pay. A member who normally has a lecture/seminar two days per week, and who misses one of those days, shall be considered to have used a half (0.5) week of sick pay.

.04 In no case shall the paid or unpaid component of a leave extend beyond the expiry date of any appointment.

.05 "Paid Leave" shall be calculated on the basis of the number of working days or weeks missed (in accordance with .03 above) and shall be paid in accordance with the appropriate rate under Appendix A.16.

.06 It is understood that members are eligible to apply for posted positions while on leave, subject to the provisions of Article 5.06.

- .07 It is understood that members will experience no loss of seniority or Right of First Refusal while on any of the leaves in this Article, or for unpaid leaves granted in the event of exceptional circumstances, subject to the approval of the Dean.

7.02 Sick Leave

- .01 Subject to the provisions of paragraph 7.01, employees shall be eligible for sick leave if they are unable to perform assigned duties due to personal illness or injury. To qualify for such leave, it is expected that the employee will advise the immediate supervisor of the nature and likely extent of the illness or injury and must, where requested, provide a certificate from a legally-qualified medical practitioner which shall be kept confidential. Following submission of a receipt, the cost for the issuance of such medical certificate shall be reimbursed by the Employer. In the case of an extended absence, the employee shall keep the immediate supervisor regularly informed of the anticipated date for the resumption of duties.
- .02 If the employee satisfies the above, he/she shall suffer no loss of stipend for such absence of up to two (2) calendar weeks in any of the Fall/Winter, and up to one (1) calendar week for any sessions twelve (12) weeks or less.

7.03 Bereavement Leave

Subject to the provisions of paragraph 7.01, for the purposes of this Article, it is understood that the determination of any familial relationships is consistent with the definition of "spouse" in paragraph 1.01.

In any one academic session, employees may be granted:

- .01 up to three (3) consecutive working days in the event of the death of a spouse, child, parent, brother, sister, father-in-law, mother-in-law, or member of the immediate household (inclusive of a familial relationship referenced in .02);
- .02 one (1) working day for the purpose of attending the funeral of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandparent, aunt, uncle, niece, or nephew.

Additional leave of up to two (2) consecutive working days may be granted in exceptional cases, such as where a lengthy trip is required to attend the funeral. Such leave shall not be unreasonably denied.

7.04 Special Leave

Subject to the provisions of paragraph 7.01, employees are entitled to up to five (5) consecutive working days in any one academic session for compassionate reasons (such as the serious illness of a member of the immediate family or close personal friend), or bona fide personal or family emergency. Such leave shall not be unreasonably denied.

7.05 Civic Leave

Subject to the provisions of paragraph 7.01, the Employer will continue to pay full salary and benefits for employees who have been called for jury or crown witness duty for up to one (1) month, and will not deduct any payments which may be received by the employee for carrying out such duties. Employees shall advise their immediate supervisor, in advance, of such civic requirement.

7.06 Parental Leave

Subject to the provisions of paragraph 7.01, employees are entitled to leave on the occasion of becoming a parent, including adopting a child. The leave is for a period of up to thirty seven (37) weeks. Such leave shall not be unreasonably denied.

To be eligible the employee must have been employed in a bargaining unit position for a minimum of thirteen consecutive weeks in the sixteen (16) months prior to the expected date of delivery or adoption.

For an employee who has taken pregnancy leave, parental leave must commence at the end of maternity leave and is for a maximum of thirty five (35) weeks. For others the leave must commence no later than fifty two (52) weeks after the date of birth or adoption.

7.07 Pregnancy Leave

.01 Subject to the provisions of paragraph 7.01, a pregnant employee will be entitled to up to seventeen (17) weeks of leave. In all requests for pregnancy leave, the immediate supervisor shall be advised of the expected date of delivery.

To be eligible the employee must have been employed in a bargaining unit position for a minimum of thirteen (13) consecutive weeks in the sixteen (16) months prior to the expected date of delivery as indicated by her medical certificate.

- .02 Individuals who enjoy a Right of First Refusal in connection with a position (as provided in Article 5) are entitled to defer such Right for a period of up to one (1) year if they are unable or unwilling to exercise their Right due to a recent or impending birth or adoption.

7.08 Paid Leave

The amount of a paid leave which is eligible for pay shall vary by leave category and duration of the academic session, as set out below:

<u>Type of Leave</u>	<u>Clause/Paragraph</u>	<u>F/W</u> <u>Session</u>	<u>12-week</u> <u>Session</u>	<u>8-week</u> <u>Session</u>	<u>6-week</u> <u>Session</u>
Sick Leave	7.02	2 weeks	1 week	1 week	1 week
Bereavement Leave	7.03.01 7.03.02	3 days	3 days	3 days	3 days
Special Leave	7.04	5 days	4 days	3 days	2 days
Parental Leave	7.06	5 days	4 days	3 days	2 days
Pregnancy Leave	7.07	3 weeks	2 weeks	1 week	1 week
Civic Leave	7.05	As specified in 7.05, for <u>all</u> cases			

Note: Where an employee has received paid pregnancy leave under 7.07, there shall be no paid parental leave entitlement.

7.09 Educational Leave

- .01 Subject to the provisions of paragraph 7.01, in the event that an individual who enjoys a Right of First Refusal in connection with a position wishes to undertake a project of academic development, including but not limited to advanced study, research and other scholarly activity, the member may apply for educational leave of not more than one year duration.
- .02 Application shall be made to the Dean not less than three (3) months before the proposed commencement date of the leave. The application shall contain all pertinent details of the project and an up-to-date curriculum vitae of the applicant.
- .03 The Dean's decision regarding the proposed leave shall be given no later than two (2) months prior to the proposed date of commencement of said leave, and a copy of the decision shall be forwarded to the Union.
- .04 Individuals who are granted educational leave are entitled to

defer any Rights of First Refusal for the duration of the leave.

- .05 Individuals who are granted educational leave are eligible to apply for financial assistance from the Professional Development Fund, as detailed in Appendix D, for the duration of the leave.
- .06 No more than four (4) such leaves will be granted in any one year (September 1 to August 31).

7.10 Conference Leave

Subject to the provisions of paragraph 7.01, employees who wish to attend an academic conference that conflicts with their scheduled duties are entitled to be absent in order to attend such conference, provided that adequate arrangements have been made with the Department Chair, through written notice at least three (3) weeks in advance of the absence, to re-schedule assigned duties and student contact hours.

7.11 Grievance and Arbitration Leave

Subject to the provisions of paragraph 7.01, where required attendance at a grievance meeting and/or arbitration hearing, involving CUPE, Local 3908, and Trent University unavoidably conflicts with any scheduled contact hours arising from an employee's appointment, Union representatives, grievors and witnesses whose presence is required shall be entitled to attend without loss of pay.

7.12 Union Leave

Subject to the provisions of paragraph 7.01, in the event that a member of the bargaining unit, either currently or within the last twelve (12) months, is elected to serve on the CUPE, Local 3908, or National Executive, the member is entitled to a leave of absence of up to two years duration, upon written notice to the Dean. Individuals on Union Leave are entitled to defer any Rights of First Refusal for the duration of the leave and shall be eligible to apply for financial assistance from the Professional Development Fund, as detailed in Appendix D.

7.13 Holidays

No member of the bargaining unit shall be required to work on any of the following holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, Family Day, or any holiday declared by the President

of the University.

Some employees may, for reasons based on creed, in accordance with the Ontario Human Rights Code and Commission Guidelines, wish to observe holidays other than those listed above. In such cases, the employee shall be entitled to observe such alternate holidays, provided that adequate arrangements have been made with the Department Chair, through written notice, whenever possible, at least thirty (30) days in advance of the absence, to re-schedule assigned duties and student contact hours. No such requests shall be unreasonably denied.

7.14 Child Care

In recognition of the needs of those bargaining unit members with child care responsibilities, the University undertakes to make reasonable efforts to accommodate the needs of parents through, for example, re-scheduling assigned duties and student contact hours when requested by a member and where possible. Such requests shall be made in writing to the Department Chair, with a copy to the Dean.

7.15 Office Space and Facilities

- .01 Consistent with available facilities and subject to operating and scheduling requirements, and based on the principle that employees require adequate facilities in order to perform their duties, the Employer shall provide employees with appropriate office/laboratory space / facilities , and equipment to assist them in the performance of their duties. In addition to appropriate office space for preparation, administrative work, and conducting office hours, these facilities will include a computer; internet access; access to a telephone and an internal mailbox; a computer user account; office supplies; access to printing/copying; and a long distance access code/reimbursement for long distance charges incurred in the performance of their duties.
- .02 It is acknowledged that when the employer only provides shared office space, subject to future changes made to the declaration of conditions of employment (T2200) form the Union and the Employer agree that the employee is required to work from home and will issue an appropriately completed T2200 indicating that more than 50% of work is done from home. All requests must be submitted to the appropriate Dean`s office by March 15 of each year, and signed by the Employer within 5 days of being submitted.

- .03 Employees shall have access to space appropriate for confidential discussions. Departments shall inform members of the process for securing confidential space.
- .04 MyTrent accounts and access to the University's Library services will be maintained from the time an employee accepts an offer of employment for a minimum period of twenty four (24) months after the start date of the employee's most recent contract. For the purposes of access to On-Line Library Resources, members shall be considered employees for that twenty four (24) month period.
- .05 Where a bargaining unit member voluntarily assumes the role of Chair of a major University committee, adequate secretarial services shall be provided.

7.16 Course Materials

Employing Departments shall ensure that members are provided, at no charge, with those textbooks and required course materials which the Department Chair determines are required in the performance of their duties. It is also understood that employing Departments/programs shall provide bargaining unit members, at no charge, with copies of any photocopied materials which are either sold or made available to students as part of required course materials. Where textbooks and materials are obtained by the University, these shall be returned to the employing Department when the course for which they are required is concluded.

7.17 Employment Files

- .01 Information related to each member's employment, as well as for persons who enjoy a Right of First Refusal, shall be maintained in an official employment file in the Office of the appropriate Dean. In addition, each member's employing Department is entitled to maintain a departmental employment file for its own internal reference and use. This internal file may be a partial copy of the Dean's file, and may not contain materials which are not appropriate materials for the Dean's file. Materials placed in these files shall be accessible only in accordance with this Article.
- .02 It is understood that each member's salary and benefits records are maintained in a separate file in the Department of Human Resources. Members shall have access to these records, as well, in accordance with this Article.

- .03 The following documents shall be kept, on a confidential basis, in each member's employment file:
- (a) the member's own curriculum vitae;
 - (b) correspondence between the member and the Dean and/or Department Chair;
 - (c) documents submitted directly by the member to the Dean and/or Department Chair;
 - (d) letters of reference;
 - (e) assessments and evaluations of performance of the member, excepting student teaching evaluations in accordance with Article 5.17; and,
 - (f) unattributed summaries of letters of reference, (where these have been prepared by the Dean's Office in relation to a member's request to examine their individual employment file - see 7.17.04, below).
- .04 A member, or a former member who holds a Right of First Refusal, or who has been employed during the last three (3) years, shall have the right, upon a minimum of two days' written notice to the Dean, to examine during normal business hours all documents in their official employment file and departmental employment file (if the latter is also requested), with the exception of (d) above, which shall remain confidential and shall not be disclosed to the member according to established University practice, unless the author of the document consents in writing.
- Following such examination, and upon written request and at their own expense, members shall be provided with a copy of any of the documents listed in (a), (b), (c), (e) and (f) above. Members may also add to their own employment file a written statement on the accuracy and/or adequacy of the documents in them.
- .05 Employment files shall also be available on a "need to know" basis within the University, as follows:
- (a) to duly constituted Departmental and Personnel

Committees, in relation to hiring, Right of First Refusal, and related academic and administrative matters; and,

- (b) to authorized representatives of the Department of Human Resources, and other authorized University officials, in relation to the Right of First Refusal and grievance and dispute resolution.

No documents contained in the member's employment files shall be released, without the employee's prior consent, except in the above circumstances or in accordance with legal requirements.

- .06 It is understood that when an employee applies for a position in a department other than that of previous employment, the departmental employment file of the previous department may be transferred to the new department.

7.18 Symons Teaching Award

The Employer confirms that members of the bargaining unit are eligible to be nominated for a Symons Teaching Award. The Employer also agrees, through the Department of Human Resources, to encourage those who administer the Symons Teaching Award to ensure that the eligibility of part-time faculty members is clearly and widely known.

7.19 Annual Award – Teaching Excellence

There shall be an annual award established to recognize teaching excellence created and for which only part-time faculty members shall be eligible. The value of the Award shall be \$750.00 payable by May 31st each year, effective 2007. The selection, criteria and other related matters shall be detailed by the Joint Committee to Administer the Agreement.

ARTICLE 8

ADMINISTRATION OF THE AGREEMENT

8.01 Duration of Agreement

This Agreement shall be in effect from September 1, 2016, to August 31, 2019, and shall remain in effect from year to year thereafter unless either party gives to the other party a written notice of termination or desire to amend this Agreement.

8.02 Notice of Amendment or Termination

Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of not more than ninety (90) days prior to the expiration date of this Agreement or prior to any anniversary of such expiration date.

8.03 Negotiations for Amendment or Termination

If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within twenty-eight (28) calendar days of the giving of such notice if requested to do so.

8.04 Continuance of Agreement

Where notice of amendment or termination is given, the provisions of this Agreement shall continue in force until a new Agreement is signed or the right to strike or lockout accrues, whichever first occurs.

8.05 No Lockouts or Strikes

The Union agrees that there will be no strike and the Employer agrees that there will be no lockout so long as this Agreement continues to operate. The meaning of the words "strike" and "lockout" shall be as defined in the Ontario Labour Relations Act.

8.06

In the event that an(y) employee(s) of Trent University, other than those covered by this Agreement, engages in a strike, and maintains picket lines, employees covered by this Agreement shall not be required to perform work normally done by that (those) employee(s). Employees are expected to perform their own scheduled duties during such periods, however.

8.07 Essential Access

While bargaining unit members are not required to engage in research as part of their appointment at Trent University, it is acknowledged that such activity can be of benefit to both the member and the University. In the event of a strike or lockout at the University, where a member is engaged in research at Trent with the knowledge and concurrence of the appropriate University officials, and where access by those members to facilities on the Trent campus is necessary to prevent damage to their research projects, such as in the case of live or decomposable materials, arrangements for such access may be made through the AVP, Human Resources (or designate).

ARTICLE 9

INTELLECTUAL PROPERTY

9.01 Definitions

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

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

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

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

- (d) industrial designs, artistic designs;
- (e) tangible research property including integrated circuit topography, biotechnology and genetic engineering products (including plant cultivars and germ plasm);
- (f) engineering drawings, engineering prototypes and other property which can be physically distributed; whether or not any such property is registered or able to be registered, or the subject of applications for registration, and all other products of research or discovery which are protected by law, including by a statutory regime, or which may be licensable.

“IP Account” means a separate account opened at the University to receive royalties in respect of any intellectual property not subject to copyright as referred to in 9.5.1 (b).

“Net Profit” as used in 9.6.5 shall be defined as gross revenue generated from IP or copyright from third parties, less substantiated out of pocket expenses incurred by the member responsible for the development of the IP copyright.

9.02 Intellectual Property and Copyright Committee

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

- (a) conduct such business as is referred to it;
- (b) consider proposals for modifications or changes in the intellectual property and copyright Articles of this Collective Agreement;
- (c) mediate any disputes arising out of this Article as per 9.8;
- (d) receive from the Employer any communication on the University's contract with an IP development agency.

9.03 Subcontracting by Employer

The Employer agrees not to enter into any agreement to subcontract the services of any member, without agreement of the member, and without securing to the member whose services are subcontracted all the rights, privileges and benefits accorded to members in this Article 9, 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 9. 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 Union, upon the recommendation of the Intellectual Property and Copyright Committee (Article 9.2, to waive this provision in that case. Any member(s) who uses the Employer's facilities while providing subcontracted services will provide reciprocal protection to the Employer.

9.04 Previous Arrangements

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

9.05 Protection of Intellectual Property not Subject to Copyright

.01

- (a) The Employer waives, disclaims and abandons, any interest in or claim to, any invention, improvement, design or development made by a member without any use of the Employer's funds, services, facilities, support and/or technical personnel. Demonstration of use of the Employer's services or facilities by members lies with the Employer. Members are required to give the Employer immediate notice of any application made by them to legally protect intellectual property prior to filing such an application.
- (b) Ownership of inventions, improvements, designs or developments shall vest in the member(s) who

developed it. The Employer will share equally any revenue generated as a result of commercialization of any invention, improvement in design or development made by a member with the use, in whole or in part, of the Employer's funds, services, facilities, support and/or technical personnel. The use of normal academic facilities as defined in Article 7.15 shall not be considered use of the Employer's services or facilities. Demonstration of use of the Employer's services or facilities by members lies with the Employer.

- (c) Joint Committee will 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.
- (d) 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.
- (e) For the purpose of this Article, the payment of salaries/wages to members shall not be construed as use of the Employer's funds.

- .02 Subject to Article 9.3, Article 9.5.1 shall not apply to any invention, improvement, design or development resulting from work financed by a grant or contract where the granting contracting body, as a condition of the grant or contract, requires that any patent rights be assigned to it.
- .03 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.
- .04 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. Members who choose to use the services of the Employer 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.

- .05 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.
- .06 The costs and expenses involved in obtaining, protecting, maintaining, licensing and commercializing any intellectual property referred to in 9.5.1(b) exploited through the services of an IPA will be borne by the Employer. Expenses incurred in respect of such intellectual property not exploited through the services of an IPA will be borne by the member.
- .07 All royalties received in respect of any intellectual property referred to in paragraph 9.5.1 (b) will be deposited in an "IP Account". Where the University incurs expenses with respect to the efforts of an IPA, it may be immediately reimbursed from the appropriate IP Account. Where members incur expenses in respect of intellectual property not exploited by the IPA, they may also be immediately reimbursed from the appropriate IP Account. On April 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 Union's President or designate.

- .08 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 9.5.1.(b) above. Such right shall not include the right to transfer or exploit any product or process.
- .09 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 9.5.1 above.
- .10 Members must verify protection of the Employer against liability in the use/application of their independently created works.
- .11 Contributions in the development of intellectual property shall at the request of the member be included in listings of publications and scholarly papers, in any curriculum vitae, in grant applications, and in reports prepared by the Employer.

9.06 Copyrights

.01 Copyright

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

Employer to edit a journal or magazine except with respect to articles, reviews or literary pieces written by them.

.02 Copyright in Instructional Materials

The Employer agrees that all rights in the copyright to lectures, laboratory manuals, and all other teaching materials including, but not limited to, multimedia instructional materials and distance education courses prepared by and delivered by a member using facilities as defined in Article 7.15 shall vest in the member.

.03 Theses

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

.04 Copyright in Distance Education Courses

- (a) The Member shall grant to the Employer non-exclusive, royalty-free, irrevocable, indivisible, and non-transferable licence to use solely for the Employer's internal use, distance education courses created by the Member. Such licence shall not include the right to transfer or exploit the distance education courses, in whole or in part. The distance education course materials shall be used by the Employer solely for the purpose of delivering the course for which they were designed.
- (b) If a department/program proposes to offer a distance education course that has not been offered during a period exceeding four (4) years, and the Employer intends to assign the course to another instructor under the provisions of Appendix H (LOU re: Online Course Development), the Employer may request that the member revise and update the course prior to it being offered again. If the member declines, the Employer reserves the right to have the distance education

materials revised and updated by other qualified personnel. The Member shall be supplied with a copy of the revised materials at his or her request. Such revision or updating does not constitute a waiver of the Member's moral rights.

- (c) If a Member, as owner and copyright holder of the distance education materials, chooses to make her/his distance education material available for purposes of remuneration, s/he shall inform the Employer in writing of their decision.

.05 Continued Ownership of Distance Education Materials

The Member shall hold copyright in any distance education materials developed during the Member's University employment. When a Member, who has created a distance education course for delivery at the University, ceases to be employed by the University, the former Member may continue to use for teaching, research and other purposes, all course content and course materials, including both institutional and non-institutional course content and course materials, created or taught by the Member while employed by the University, provided the name of the University is not used in connection with the course content or courseware.

9.07 Passing of Rights

On the death of a member or former member, any rights which the member had derived under this Article 9 or any agreement made in pursuance of this Article 9 shall pass to the member's estate.

9.08 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 a grievance may be filed at Step IV.

APPENDIX A

WAGE RATES

A.1 COURSE INSTRUCTOR

A.1.01 Where enrolment in a credit course is above the minimum (as determined by established practice), the Course Instructor stipend shall be as follows:

September 1, 2016 – August 31, 2017: \$14,508.21

September 1, 2017 – August 31, 2018: \$14,762.11

September 1, 2018 – August 31, 2019: \$14,983.54

A.1.02 Teaching Support Fund

There shall be an Annual Teaching Support Fund with a total allocation of \$3.75 per student-course based on the University's CUPE total estimated undergraduate enrolment in the previous academic year. The Teaching Support Fund shall be used to provide CUPE members, who teach a course in excess of 50 students, with marking assistance and teaching support.

In exceptional circumstances applications to the appropriate Dean may be made for courses with less than 50 students. Consideration of such requests will be subject to decanal approval.

Course Instructors applying for marking assistance, for third and fourth year courses in which they have no additional support, will have the option to indicate that they would prefer to perform the marking for students in excess of 50. In this case, they will receive the CUPE Unit 1 Marker/Grader rate for the number of marking hours approved by the Dean.

There shall be three (3) competitions, one in the Fall semester for 40% of the Fund, one in the Winter semester for 40% of the Fund, and one in the Spring/Summer semester for 20% of the fund plus any surplus from the previous competitions. 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.

Applications will be made to the Department/Program Chair by

no later than ten (10) working days following the commencement of the fall and winter term and one week following the commencement of the summer terms. Late applications will not be considered.

Any monies remaining in the fund after each year will be transferred to the Professional Development Fund in the subsequent year.

A.1.03 Where the enrolment is less than the minimum, the Employer may decide to cancel the course. In such a case, and subject to paragraph 5.13 of the Agreement, the Course Instructor who had been appointed shall be paid a cancellation fee as per paragraph 5.13. Alternatively, the Employer may decide that the course will proceed in any event. In the latter case, and subject to the agreement of the Course Instructor, a reduced stipend shall be paid as follows:

September 1, 2016 – August 31, 2017: \$7,254.11 for the first student, plus \$518.15 for each additional student, to a maximum of \$14,508.21.

September 1, 2017 – August 31, 2018: \$7,381.05 for the first student, plus \$527.21 for each additional student, to a maximum of \$14,762.11.

September 1, 2018 – August 31, 2019: \$7,491.77 for the first student, plus \$535.13 for each additional student, to a maximum of \$14,983.54.

A.2 COURSE CO-ORDINATOR

A.2.01 A Course Co-ordinator shall be paid an additional stipend of not less than the following amounts for the additional duties related to the position:

September 1, 2016 – August 31, 2017: \$5,033.39

September 1, 2017 – August 31, 2018: \$5,121.48

September 1, 2018 – August 31, 2019: \$5,198.30

A.3 TUTORIAL/ WORKSHOP LEADER

A.3.01 For Tutorial Leaders, the base per course stipend shall be the sum of:

September 1, 2016 – August 31, 2017: \$3,617.94, plus \$629.00 times the number of tutorial contact hours, (i.e., weekly during the Fall/Winter academic session).

September 1, 2017 – August 31, 2018: \$3,681.25, plus \$640.35 times the number of tutorial contact hours, (i.e., weekly during the Fall/Winter academic session).

September 1, 2018 – August 31, 2019: \$3,736.47, plus \$649.96 times the number of tutorial contact hours, (i.e., weekly during the Fall/Winter academic session).

A.3.02 In addition to the base stipend set out above, each Tutorial/Workshop Leader shall also be paid an allowance in relation to grading at the rate of \$100.00 times the total number of students in the individual's group(s).

A.4 LAB DEMONSTRATOR

A.4.01 Laboratory Demonstrators shall be paid at the following rates:

September 1, 2016 – August 31, 2017: \$22.54 per hour

September 1, 2017 – August 31, 2018: \$22.94 per hour

September 1, 2018 – August 31, 2019: \$23.28 per hour

A.5 MARKER/GRADER

A.5.01 Marker/Graders shall be paid at the following rates:

September 1, 2016 – August 31, 2017: \$20.48 per hour

September 1, 2017 – August 31, 2018: \$20.84 per hour

September 1, 2018 – August 31, 2019: \$21.15 per hour

A.6 LANGUAGE ASSISTANT

A.6.01 Language Assistants shall be paid at the following rates:

September 1, 2016 – August 31, 2017: \$40.46 per hour

September 1, 2017 – August 31, 2018: \$41.17 per hour

September 1, 2018 – August 31, 2019: \$41.79 per hour

A.7 ACADEMIC SKILLS CENTRE INSTRUCTOR

A.7.01 The base stipend for an Academic Skills Centre Instructor shall be as follows:

September 1, 2016 – August 31, 2017: \$32.81 per hour

September 1, 2017 – August 31, 2018: \$33.39 per hour

September 1, 2018 – August 31, 2019: \$33.89 per hour

A.8 TRENT ESL INSTRUCTOR

A.8.01 The base stipend for a Trent ESL Instructor shall be as follows:

September 1, 2016 – August 31, 2017: \$32.81 per hour

September 1, 2017 – August 31, 2018: \$33.39 per hour

September 1, 2018 – August 31, 2019: \$33.89 per hour

A.9 CLINICAL INSTRUCTOR

A.9.01 Clinical Instructors shall be paid at the following rates:

September 1, 2016 – August 31, 2017: \$77.94 per hour

September 1, 2017 – August 31, 2018: \$78.92 per hour

September 1, 2018 – August 31, 2019: \$79.90 per hour

A.10 CLINICAL COURSE CO-ORDINATOR

A.10.01 Clinical Course Co-ordinator shall be paid at the following rates:

September 1, 2016 – August 31, 2017: \$37.52 per hour

September 1, 2017 – August 31, 2018: \$38.17 per hour

September 1, 2018 – August 31, 2019: \$38.74 per hour

A.11 COURSE ASSISTANT

A.11.01 The base per course stipend for a Course Assistant shall be paid

as follows:

September 1, 2016 – August 31, 2017: \$7,169.58, plus the appropriate Marker/Grader hourly rate for the marking of essay assignments.

September 1, 2017 – August 31, 2018: \$7,295.05, plus the appropriate Marker/Grader hourly rate for the marking of essay assignments.

September 1, 2018 – August 31, 2019: \$7,404.47, plus the appropriate Marker/Grader hourly rate for the marking of essay assignments.

A.12 HONOURS THESIS SUPERVISOR

A.12.01 The base stipend for an Honours Thesis Supervisor shall be as follows:

September 1, 2016 – August 31, 2017: \$1,533.81

September 1, 2017 – August 31, 2018: \$1,560.66

September 1, 2018 – August 31, 2019: \$1,584.07

A.13 READING COURSE INSTRUCTOR

A.13.01 The base stipend for a Reading Course Instructor shall be as follows:

September 1, 2016 – August 31, 2017: \$411.59

September 1, 2017 – August 31, 2018: \$418.79

September 1, 2018 – August 31, 2019: \$425.08

A.14 ACADEMIC COUNSELLOR

A.14.01 Academic Counsellors shall be paid at the following rates:

September 1, 2016 – August 31, 2017: \$31.86 per hour

September 1, 2017 – August 31, 2018: \$32.42 per hour

September 1, 2018 – August 31, 2019: \$32.91 per hour

A.15 AUTHORIZED REPLACEMENT

A.15.01 If an employee is authorized by the Dean (or designate) to teach or perform other duties as a replacement for someone who does not reciprocate with like work, that employee shall be compensated at the following rates:

<u>Replacement for:</u>	<u>Effective September 1, 2016</u>
Course Instructor	\$161.03/lecture hour
Tutorial/ Workshop Leader	\$80.55/tutorial hour

Hourly-rated Positions as per hourly rate specified in Appendix A.

<u>Replacement for:</u>	<u>Effective September 1, 2017</u>
Course Instructor	\$163.85/lecture hour
Tutorial/ Workshop Leader	\$81.96/tutorial hour

Hourly-rated Positions as per hourly rate specified in Appendix A.

<u>Replacement for:</u>	<u>Effective September 1, 2018</u>
Course Instructor	\$166.30/lecture hour
Tutorial/Workshop Leader	\$83.19/tutorial hour

Hourly-rated Positions as per hourly rate specified in Appendix A.

Such authorized replacement is intended to fill short-term emergency staffing needs not normally exceeding one month during the Fall/Winter session or an equivalent period during any other session.

A.16 Where an Employee stipend for a course at the date of signing this Collective Agreement is greater than the minimums set out above, that stipend shall not be reduced for the duration of the Employee's signed contract.

A.17 The Employer will issue a Record of Employment form to each bargaining unit member who requests it. The form will be issued within five (5) days of termination, provided the member has requested it from the Payroll Office, in writing, at least two (2) weeks prior to termination.

APPENDIX B

GRIEVANCE FORM

Trent University/Canadian Union of Public Employees, Local 3908

Name: _____

Department: _____

Clause(s) Violated & Matter(s) in Dispute: _____

Manner and Date Known to Grievor: _____

Details: _____

Remedy(ies) Sought: _____

Signature of Grievor

Signature of Authorized Union Official

Date: _____

Results of Informal Complaint

Stage: _____

Acknowledgement of Receipt at Step II:

Signature: _____

Name (please print): _____

Date: _____

APPENDIX C

RE: PROFESSIONAL DEVELOPMENT FUND

The parties understand that bargaining unit members are not required to engage in research and scholarship, with a view to dissemination and/or publication, as part of their regular duties. It is also acknowledged, however, that the ongoing professional development of members (including but not limited to research, advanced study, and other related professional activities) can be of benefit to both the individuals and the University. The Employer therefore agrees to maintain a Professional Development Fund for bargaining unit members, as follows:

1. In addition to any unspent monies from the previous contract year (i.e., September 1 to August 31) and any amounts deriving from 5.11 (i.e., contracts), the sum of \$32,000 in 2016/17, \$32,000 in 2017/18 and \$32,000 in 2018/19 shall be set aside on each September 1 for the following contract year;
2. Any unused portion from a particular contract year shall be carried forward to the next year;
3. All members of the bargaining unit, including any members on educational leave (see 7.09), and excluding individuals appointed under Appendix A.15 and those appointed to hourly-rated positions for fewer than 100 hours or for less than 3 months, may submit professional development proposals for assistance from the fund to a maximum per person of not more than \$1,500.00 per year;
4. Proposals shall be reviewed by the Professional Development Fund Committee composed of three elected bargaining unit members and two employer representatives;
5. The procedures for applying, and the criteria governing the assessment of proposals shall be those established in 1987/88, except as amended by the Professional Development Fund Committee after approval by the Office of the Dean of Arts and Science;
6. Any problems which are encountered in the administration of the Professional Development Fund may be referred to the Joint Committee for guidance/discussion/resolution; and,
7. Requests for payment or reimbursement of expenditures, approved in writing by the Professional Development Fund Committee, shall be submitted to the Office of the Dean of Arts and Science (or designate).

November 24, 2016

APPENDIX D

LETTER OF UNDERSTANDING

RE: BENEFITS

A benefits fund will be continued with a third party carrier to cover reasonable and customary charges for prescription drugs, dental care, eye examination or prescription eyeglasses incurred by eligible members or dependents in their immediate family. Each qualified member, defined as those employees who are employed for more than three (3) months during the academic year or six (6) weeks during the summer semester, is eligible for a maximum of \$800.00 per year.

The fund will be \$30,000 in 2016/17, \$30,000 in 2017/18 and \$30,000 in 2018/19. Any monies remaining in the plan after each year will be available to roll over into the subsequent year. Reimbursement procedures, including eligible expenses, shall continue as per previous arrangements. Claims must be submitted within thirty (30) days of the end of the academic year (September to August) in which the service was provided.

Any bargaining unit member not eligible for coverage under another plan may participate. For clarity, members who have a Health Spending Account with another employer may participate in the plan. Members will be eligible for repayment of eligible expenses from the commencement of their appointment to the end of the fourth month following the termination of their appointment.

November 23, 2016

APPENDIX E

LETTER OF UNDERSTANDING

RE: POLICY ON ACQUIRED IMMUNE DEFICIENCY SYNDROME

The Employer and the Union agree that there shall be no discrimination, restriction or harassment against any employee or student with Acquired Immune Deficiency Syndrome (AIDS) or positive HIV antibody test. The University will make no attempt to identify carriers of HIV or persons with AIDS by mandatory testing or screening.

The University will continue to develop educational programs about AIDS for students and employees.

October 21, 2010.

APPENDIX F

LETTER OF UNDERSTANDING

RE: RECOGNITION CLAUSE - STUDENTS

The parties agree to meet to discuss the issues related to Trent students applying for CUPE Unit 1 positions.

March 24, 2014

APPENDIX G

LETTER OF UNDERSTANDING

RE: VOLUNTARY PARTICIPATION ON UNIVERSITY COMMITTEES

It is recognized that CUPE-1 members are not required to perform service, but from time to time may perform service for the University that falls outside the scope of their duties. The employer and the Union agree to meet during the term of this collective agreement to discuss methods by which CUPE-1 members may be recognized for this service.

March 24, 2014

APPENDIX H

LETTER OF UNDERSTANDING

RE: ONLINE COURSE DEVELOPMENT

It is recognized that online course development work that is not performed by TUFA falls within the scope of CUPE 1 except where it falls within the scope of CUPE 2 or OPSEU.

The parties agree that online course development and any component thereof will be compensated in a fair and equitable manner.

The amount of compensation and estimated total hours of work and a description of the project shall be outlined in an online course development contract signed between the University and the member. The projected hourly wage shall be no less than \$35 per hour as determined by the estimated hours as indicated in the distance education contract. The contract shall specify any associated RFR.

A copy of all CUPE 1 course development contracts shall be sent to the union.

If at any time during the contract the University determines that the estimated hours will be insufficient to complete the project or wishes to expand the scope of the project the University shall meet with the member and discuss possible amendments to the contract. A copy of any amended contract shall be provided to the Union.

If at any time during the contract the member determines that the estimated hours will be insufficient to complete the project the member shall inform their Supervisor immediately. The University and the member shall meet and discuss a resolution which may include amending the contract. A copy of any amended contract shall be provided to the Union.

Where the parties cannot agree on a resolution the Union will have the right to file a grievance at Step 3 of the grievance procedure.

Interested members shall, in response to a call for online course development, indicate their interest in developing online courses by way of an up to date CV and letter of interest. The call for online course development shall be posted on the Dean's office website, the distance education website, and a copy will be sent to the Union.

In assigning online development, the University will ensure that qualified members who have RFR for the given course will be given priority.

The parties agree that the Trent Online Course Development Agreement, the

Trent Online Course Development Agreement (COU), and the Trent Online Course Renewal Agreement, dated November 23, 2016, are the only such Agreements that may be entered into by CUPE members. Further, these Agreements constitute an extension of CUPE members' employment and any changes to these agreements or any new agreement are subject to agreement of the Parties.

November 23, 2016

APPENDIX I

LETTER OF UNDERSTANDING

RE: ACKNOWLEDGEMENT OF APPLICANTS

Where feasible, departments will send an automatic reply to all applicants to bargaining unit postings, to alert them that their application was received. In the case of multiple applications, it is understood that the current system is limited to only one response for the first application. The parties will work with IT to attempt to address this issue.

November 17, 2016

APPENDIX J

LETTER OF UNDERSTANDING

RE: SUB COMMITTEE ON AUTOMATION OF ACCEPTANCE PROCESS

A Sub Committee of Joint Committee will be established within 30 days of the signing of this agreement. The committee will include a representative from HR, the Deans' office and the Union. The committee will explore and make a recommendation to Joint Committee on how to automate the CUPE acceptance process to make it more efficient, improve the sharing of information, and maintain the confidentiality of members' personal information.

November 17, 2016

APPENDIX K

LETTER OF UNDERSTANDING

RE: CONTINUING APPOINTMENTS

The parties agree that the Trent Fleming School of Nursing will post a minimum of fifteen (15) Clinical Instructor continuing appointments for the 2017/18 academic year.

The Employer will also commit to creating additional continuing appointments, in consultation with the Union, across other University Departments/Programs.

November 24, 2016

APPENDIX L

LETTER OF UNDERSTANDING

RE: NURSING LETTERS OF OFFER

The letter of offer for the position of Clinical Instructor – Nursing shall be revised to include more explicit language around the expectations of indirect Clinical Instructors with regards to the work that is included within the maximum hours outlined in the letter of offer.

Consistent with Article 5.04.13, there is an expectation that the instructor will maintain reasonable hours for student contact outside these scheduled hours which is reflected in the hourly wage.

During the term of the next agreement, the Employer will explore a new compensation model for Nursing Clinical Instructors that will be brought forward to Joint Committee for discussion.

November 22, 2016

THIS COLLECTIVE AGREEMENT

SIGNED

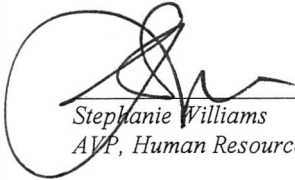
AT PETERBOROUGH, ONTARIO

THIS 16th DAY OF FEBRUARY, 2017

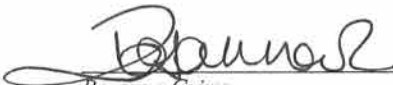
For Trent University:



Leo Groarke
President and Vice-Chancellor



Stephanie Williams
AVP, Human Resources



Rosanna Grims
Manager Office of Dean of Arts & Science



Kirsten Woodend
Dean, Trent/Fleming School of Nursing



Nicole Lootsma
Labour Relations Assistant

For CUPE, Local 3908:



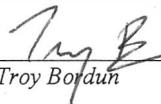
Diane Therrien
President, Local 3908



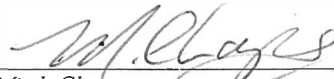
Stephen Horner
National Representative



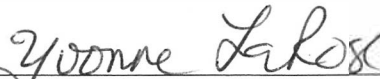
Natalie Napier
Chief Steward – Unit 1



Troy Boudun



Mitch Champagne
General Vice President



Yvonne LaRose
Office Manager