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ARTICLE 1 - PURPOSE

1.1 General Purpose

The general purpose of the Agreement is to establish an orderly bargaining relationship between the Board of Governors of Trent University, hereafter known as the University, and its staff members represented by the Ontario Public Service Employees Union, hereafter known as the Union, to ensure the peaceful settlement of disputes and to set forth agreement covering rates of pay and other working conditions which shall supersede all previous agreements and arrangements between the University and the staff members represented by the Union.

1.2 Application

This Agreement applies equally to staff members whose salaries, wages and benefits are charged to ancillary or general operating budgets. Ancillary budgets are:

Athletics
Bookstore
College
Conferences
Dining Services
Health Services
Print Shop
Transportation and Parking

and any other similar budgets under the responsibility of the Board.

ARTICLE 2 - NO STRIKES OR LOCKOUTS

The Union agrees that there shall be no strikes, and the University agrees that there shall be no lockouts during the term of this Agreement.

In the event that any employees at Trent University, other than those covered by this Agreement, engage in a lawful strike and maintain picket lines, staff members covered by this Agreement shall not be required to perform the work normally done by those employees.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 Functions and Prerogatives

All inherent and common law management functions and prerogatives which the University has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the University.

3.2 Rights

Without limiting the generality of the above, these rights include, but are not limited to, the right to:

- (a) discharge, reprimand, suspend, or otherwise discipline staff for just cause; and to hire, classify, direct, assign duties, promote, demote, transfer, layoff or recall staff;
- (b) determine the requirements of a job and the standards of the work to be performed;
- (c) expand, reduce, alter, combine, transfer or cease any job, department, operation or service;
- (d) determine the size and composition of the work force;
- (e) make or change rules, policies and practices provided such rules, policies and practices shall not be inconsistent with the spirit or terms of this Agreement;
- (f) maintain order and efficiency and otherwise generally manage the University, direct the work force and establish terms and conditions of employment not in conflict with the provisions of this Agreement.

3.3 Exercise of Rights

Management shall exercise its rights in a manner that is consistent with the terms of this Agreement.

ARTICLE 4 - UNION BUSINESS

4.1 Recognition

The University recognizes the Ontario Public Service Employees Union (OPSEU) as the sole bargaining agent for all non-academic employees of Trent University in the City of Peterborough, and any of its locations in Ontario where bargaining unit work of the University is being performed, save and except supervisors and persons above the rank of supervisor, employees for whom any trade union held bargaining rights as of May 27, 1993, President, Vice-Presidents, Associate Vice-Presidents, Deans, Associate Deans, College Heads, research assistants, research technicians and post-doctoral fellows, students including graduate students, University Secretary and Secretary to the Board of Governors, Directors of Human Resources, Athletics, Communications, Physical Resources, Finance, Alumni Affairs, Computer Services, Hospitality and Conference Services, Assistant Directors, Registrar, Associate Registrar, Assistant Registrars, Manager Liaison Services, Assistant to the Dean of Arts and Science, Manager of the Bookstore, Manager of Facility Services, Manager Accounting Services, Telecommunications Manager, Co-ordinator of Counselling, Manager Budgeting Services, Operations Engineer, Construction Planning Co-ordinator, Academic Counsellor and Administrative Assistant, Secretaries to the President's Office, Assistant University Secretaries, Physical Resources Assistant, University Librarian, Executive Secretary to the VP Administration and Finance, Administrative Assistant Dean's Office, Security Guards, Board of Governors appointees during such term, Director of Student Health Services, Manager Purchasing Services, Manager Audio-Visual Services, VAX Systems Manager, Institutional Analyst, Human Rights Officer, Communications Officer, College Administrators, Library Administrative Assistant, Executive Secretary to the Vice-President (University Services), Health and Safety Officer, Payroll Authorization and Administrative Secretary, Human Resources Administrative Assistant and Secretary, Payroll Supervisor, Payroll Clerk, Data Entry Clerk Human Resources, Administrative Secretary/Assistant Athletics, Administrative Secretary Dean's Office, Administrative Secretary University Secretariat, and Members of the professions of law, dentistry, architecture, medicine, engineering, land surveying, accounting and horticulture.

It is further understood and agreed that the following persons are excluded from the bargaining unit:

- i) stand-by employees as defined in Article 10.1(e).

4.2 No Interference

The University shall not be permitted to make any written or verbal agreement with any employee in the bargaining unit which conflicts with the terms of the Agreement signed on behalf of Trent University and OPSEU.

No employee in the bargaining unit shall be required or permitted to make a written or verbal agreement with the University or its representative(s) which conflicts with the terms of the Agreement signed on behalf of Trent University and OPSEU.

4.3 Union Function

The University recognizes that it is the function of OPSEU to:

- (a) establish the right to bargain collectively, on behalf of members of the bargaining unit, their terms and conditions of employment;
- (b) provide prompt and equitable disposition of grievances; and,
- (c) regulate relations between the employer and members of the bargaining unit.

4.4 OPSEU Membership and Dues

The Union acknowledges that it is the right and the privilege of any staff member in the bargaining unit to become, or refrain from becoming, a member of the Union, and no employee shall be required to join the Union as a condition of employment.

The parties hereto mutually agree that any employee of the University covered by this Agreement may become a member of the Union if he/she wishes to do so, and refrain from becoming a member of the Union if he/she desires.

The University shall deduct from every employee in the bargaining unit, any monthly dues as may be designated by the Union from time to time.

Deductions for Union dues shall be made from the payroll of every pay period each month and shall be forwarded to the Accounting Department of the Union at 100 Lesmill Road, North York, Ontario, M3B 3P8, not later than the 15th day of the month following, accompanied by a list of the names and Social Insurance Numbers of all employees from whose wages the deductions have been made, and as Income Tax T-4 slips are made available, the University shall show on the said statement of income, the amount so deducted for the calendar year.

The Union agrees to indemnify and save the University harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions, payments or the provision of employee information supplied by the Employer in accordance with this Article. The parties further agree that requirements in this Article concerning the provision of personal information shall be in conformity with Freedom of Information/Protection of Privacy regulations which may, in future, be imposed on the University, or adopted by the parties.

The parties agree that the current formula of Union dues deduction will be applied to retroactive wage increases.

4.5 OPSEU Information from Department of Human Resources

The Union shall receive annually a list containing the names of all staff members, their job title and classification.

The Union shall be advised each month of all hirings, changes in classification or type of appointment, transfers and terminations involving regular and recurring positions. The employer on a yearly basis shall provide to the union a report summarizing all compensated overtime worked by each employee in the bargaining unit. Any contractual appointment lasting longer than one month (excluding students) will be listed, including the duration of each appointment. Notwithstanding the fact that students, including graduate students, are excluded from the bargaining unit in accordance with the decision of the Ontario Labour Relations Board dated September 22, 1993, it is understood that in the event a regular or recurring employee, absent because of leave, illness or disability, is temporarily replaced by a student scheduled to work 17.5 hours or more per week for a period in excess of sixty (60) consecutive calendar days, the University will provide the above-referenced information to the Union.

4.6 Union Activities

The University shall provide to the Union without charge suitable meeting rooms on the University campus for the conduct of Union business, subject only to normal scheduling arrangements. The use of other facilities and services available to University departments shall be provided to the Union at rates as charged to departments.

4.7 Stewards

The University shall recognize the right of the Union to appoint or otherwise select stewards, one of whom shall be the Chief Steward. The Chief Steward may act for the Union in any grievance where the steward is unavailable. The Chief Steward, or the Chief Steward's designate, shall be responsible for the initial presentation of all policy and group grievances, or any other grievances arising directly between the University and the Union.

4.8 Rights of Stewards

The right of stewards or officers to leave their work without loss of pay to investigate grievances is granted on the following conditions:

- i) the steward or officer will provide the supervisor with written notice as far in advance of the absence as possible.

- ii) the steward or officer shall obtain permission of the immediate supervisor before leaving work, such permission shall not be unreasonably withheld;
- iii) the time off from work shall be devoted to the prompt handling of grievances and shall be limited to the time required for a meeting with the grievor(s) to obtain the relevant facts surrounding the grievance (to a maximum of thirty (30) minutes per grievance, to be scheduled, outside of the grievor's/grievors' normal working hours), attending to grievance step meetings with management, and for the steward meeting with the appropriate supervisor for the purpose of discussing a possible resolution, under Article 20.4. Employees having grievances shall not discuss these with a steward during the employee's working hours, but an employee may request time during his/her working hours to accommodate such a discussion with the understanding the time will be made up as agreed with his/her supervisor. A request of this nature will not be unreasonably denied.

4.9 Release and Assistance to Officers and Stewards

The University agrees that leave of absence without loss of regular salary, wages or benefits may be granted to officers and stewards of the Union to attend conferences, workshops, seminars and other meetings outside the University in connection with the affairs of the Union. The salary or wage costs associated with such leaves shall be equally shared by the parties.

The leave granted to any individual shall not be withheld unreasonably, but shall be subject to the reasonable workplace requirements. Staff members desiring such leave shall make their requests in writing with reasonable notice to their supervisor with a copy of the request to the Department of Human Resources. The combined total of such release time shall be thirty (30) days per contract year. If additional time off is required, the time may be granted without pay and with benefits.

The University recognizes the contribution of staff members who assume the responsibilities required of offices within the Union. The Union will attempt to rotate officers so that no one segment of the University is regularly depleted because of OPSEU responsibilities. The University anticipates that a certain amount of time off during normal working hours will be required for phone calls, research and meetings, which are necessary to assure the normal functioning of such an organization and the regulation of relations between the University and the staff members. A list of officers and agents shall be forwarded by the Union to the University within ten (10) working days of the appointment of such officers and agents to such offices. The University shall not be required to recognize any such person until it has received such notification.

The Department of Human Resources shall inform Department Heads affected of the names of staff members involved. Such staff members' attendance at meetings and other Union business in general shall be without prejudice to the

staff members' salary/wage, benefits and other terms and conditions of employment, or to any of their rights and privileges within the University. While such availability shall not be unreasonably denied, time off shall not interfere with the regular performance of a member's duties and responsibilities to the University, nor require payment of overtime premiums.

Without limiting the generality of the preceding, the amount of relief from duty required to assure the normal functioning of the Union shall be decided by the Joint Committee.

Arrangements for contractual appointment to fulfill the workload requirements, etc., of the positions held by such officers and stewards shall be made by arrangement with the Department of Human Resources, subject to the needs of the department.

The selection of any such employee(s) will be at the discretion of supervisors and/or department heads.

4.10 Release Time for OPSEU Officers

The University agrees, where necessary, to grant up to an aggregate maximum of seventy-two (72) days per year of release time with pay for officer(s) of the Local Union, including the President. The University will backfill the local President for 16 hours per week. Should the Union exceed the allocation of 72 days, the University will grant up to an additional 25 paid days upon request by the union. The President will discuss the need for such release time with the appropriate supervisor and with the Associate Vice President (Human Resources). Once it is agreed that release time is required, a schedule will be worked out with the supervisor, and a copy will be sent to the Associate Vice President (Human Resources). Rather than take time off, the President may use these funds to provide clerical/secretarial support for the position.

This release time is to be used by the President and/or officer(s) to attend to responsibilities flowing directly from the position of President or officer of the Union. Every effort will be made by the President and officers to schedule meetings and interviews during this period rather than during regular working hours.

4.11 Members' Participation in Union Functions

The University acknowledges the obligation of members of the Executive, Steward Body, Nominating Committee, Grievance Committee, Communications Committee and any other committee as agreed upon by the Joint Committee of the bargaining unit to participate in the business of the Union. Subject to operating requirements and the approval of their supervisor and Department of Human Resources, members of the Executive and the above-mentioned committees shall be entitled to make reasonable adjustments of their normal duties, without loss of salary/wages or benefits, for the purpose of participation

in the business of the Union. A member's service to the Union shall not be negatively regarded for purposes of consideration for promotion and merit increments.

All members will be allowed a two (2) hour lunch break each to attend each of the following membership meetings:

- (1) Annual General Membership Meeting**
- (2) Collective Agreement Ratification (Limit of 2)**
- (3) One (1) Special General Meeting.**

The Union agrees to provide at least ten (10) working days' notice to the University of the date of the Annual General Membership Meeting, and as much notice as possible with respect to Ratification and Special General Meetings.

4.12 Election to Provincial Executive Board

Upon request of the Union, confirmed in writing, and provided that seven (7) days written notice period is given, leave of absence with no loss of pay and with no loss of credits shall be granted to employees elected as Executive Board members and Executive Officers of the Union, for the purpose of conducting the internal business affairs of the Union.

The Union will reimburse the University for the wages paid to members of the Executive Board or Executive Officers or the replacement costs if such costs are greater than the wages paid where a leave of absence is granted.

When an employee is elected as the Union's President or first Vice-President, the Union will, immediately following such election, advise the University of the name of the employee so elected. Leave of absence with pay shall be granted from the employee's place of employment for the duration of the current term of office.

During the term of such leave of absence, the Union will reimburse the University for the salary paid to the employee on such leave of absence and contribute the University's share of contributions to the pension fund and the Canada Pension Plan. The Union will make the University's contribution to any prevailing health or other plans applicable to the elected employee, during the leave of absence. The Union will make the University's contribution for Employment Insurance (EI).

On completion of the employee's term of office, the President or first Vice-President may return to their previous employment, and service shall be deemed to be continuous for all purposes. Any leave of absence extending beyond the initial term of office of the President or first Vice-President shall be a matter to be determined between the parties, and such additional leave shall be subject to the same conditions and terms as prevailed in the initial leave of absence.

It is understood that replacement staff for temporary vacancies created under

the provisions of this Article may be employed in a contractual or temporary capacity for the full duration of the vacancy notwithstanding any time limits on such appointments elsewhere in the Agreement.

4.13 Negotiating Committee

Leave of absence with no loss of pay and with no loss of credits shall be granted to a member of the Union who participates in negotiations, conciliation, mediation, or arbitration pursuant to Section 40 (Voluntary Arbitration) of the Labour Relations Act, provided that not more than five (5) employees at any one time shall be permitted such leave.

Members of the Union granted such leave of absence shall also be granted reasonable time off with pay and with no loss of credits to a maximum of two (2) days per member to attend Union bargaining team caucus sessions held immediately prior to negotiations for renewal of the Collective Agreement.

4.14 New Staff Interviews

A representative of the Union shall be given an opportunity to meet with new staff covered by this Agreement within regular hours, without loss of pay, for a maximum of thirty (30) minutes during the first three (3) months of employment in order to acquaint the new staff members with the Union and the benefits and duties of Union membership. Scheduling of such meetings will be co-ordinated through the Department of Human Resources. In the alternative and where it can be accommodated within the time frame specified above, the Union will be given thirty (30) minutes to meet with those bargaining unit staff attending scheduled New Staff Orientation Sessions.

The Department of Human Resources is to notify the President of the Union of the names of new staff members within thirty (30) days of their commencement of employment.

4.15 Staff Interviews

It is acknowledged that there will occasionally be circumstances where a staff member, for various reasons, has concerns about interview situations involving their supervisor. In such cases, a staff member is encouraged to bring such concerns to the attention of the OPSEU President and the Associate Vice President (Human Resources). In appropriate cases, after review and discussion of the concerns, arrangements will be made for an OPSEU representative to accompany the staff member at the interview session.

ARTICLE 5 - HUMAN RIGHTS AND EMPLOYMENT EQUITY

5.1 Discrimination and Harassment

No discrimination, interference, restrictions or coercion shall be exercised or practised by the University or the Union with respect to any staff member in regard to any matter to do with terms and conditions of employment by reason of race, creed, colour, sex, marital status, nationality, ancestry, place of origin, political or religious affiliations, sexual orientation, citizenship, age, record of offences, family status, handicap, language (unless a bona fide occupational requirement of a position), nor by reason of membership or non-membership or activity or lack of activity in the Union. The above terms are as defined in the Ontario Human Rights Code, where so specified.

Every staff member has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee due to the prohibited grounds as stated in the Code. Harassment means engaging in a course of vexatious comment or conduct that is known, or ought reasonably to be known, as unwelcome.

A staff member is not required to perform any duties of a personal nature not connected with the approved operations of the University.

If an employee has filed a grievance under Article 5.1 and wishes to exercise rights under the university's Human Rights Policy, the grievor shall file a formal request to hold the grievance in abeyance under Article 20.6 (j).

5.2 Employment Equity

Trent University is an employment equity employer, as evidenced by its participation in the Federal Contractor's Program and the development of an employment equity policy through its Presidential Advisory Committee on Employment Equity. As a result, the Employer is committed to establishing equal opportunities of employment and a workplace environment that is free of discrimination, and it jointly undertakes with the Union, through consultation and negotiations, as well as co-operation with the Committee on Employment Equity, 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.

The parties agree to work together, through the Presidential Advisory Committee on Employment Equity, to consider 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.

The Joint Committee shall review and approve, prior to implementation, any measures which might be recommended by the Employment Equity Committee

that have an impact upon rights and/or procedures set out in this Agreement.

The Union shall have the right to appoint one representative to the Presidential Advisory Committee on Employment Equity, or such representation as the Committee's terms of reference may otherwise provide.

ARTICLE 6 - ADMINISTRATION OF THE AGREEMENT

6.1 Relations Between the Parties

If disputes arise between the parties over matters of interpretation concerning terms and conditions of employment, absence of express reference to such matters within this Agreement shall be discussed between the parties and, if resolution is not forthcoming from such discussion, differences in interpretation shall be referred to the Joint Committee and/or arbitration as appropriate.

6.2 Advisors and Representatives

It is understood and agreed that either party to this Agreement may have the assistance of advisors or representatives in negotiations or other formal dealings with the other, under the provisions of the Collective Agreement or before an external Board or Commission.

6.3 Joint Committee on the Administration of the Agreement

Within sixty (60) days of the signing of this Agreement, parties shall establish a Joint Committee to be comprised of three (3) representatives of the Union and three (3) representatives of the University.

The Joint Committee shall function in an advisory capacity to the parties, but shall not in any way interfere with the normal functioning of any agreement between the parties, or limit the rights of the parties to enter into discussions which could result in the formation of further agreements regarding terms and conditions of employment.

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

- 1. The Joint Committee shall be chaired jointly by a representative of the Union and a representative of the University administration, who shall together be responsible for the preparation and distribution of agenda and summary notes for meetings, and shall alternate in presiding over the meetings.**
- 2. The Joint Committee shall meet at least once every two (2) months, but may meet more often by mutual agreement of the Chairs, and shall meet on five (5) days' notice at the call of either of the Chairs, or as otherwise agreed.**
- 3. A quorum for the Joint Committee shall be four (4) of its members, with a minimum of two (2) members representing each of the University administration and the Union.**

4. The parties may, by mutual consent, expand the Joint Committee or create subcommittees. The membership and procedures of subcommittees shall be determined by the Joint Committee, subject to the condition that at least two (2) members of each subcommittee shall be members of the Joint Committee, and that the Chair of the subcommittee must be chosen from among the members of the Joint Committee serving on the subcommittee.

6.4 Addresses for Official Communications

Except where otherwise provided, official communication between the parties shall be addressed to:

The University

The Associate Vice President (Human Resources),
Trent University,
1600 West Bank Drive,
Peterborough, Ontario.
K9J 7B8

The Union

The President,
OPSEU, Local 365,
Trent University,
Peterborough, Ontario.
K9J 7B8

with copies to the Regional OPSEU Representative

Ms. Twila Marston,
1789 Stenson Blvd.,
Peterborough, Ontario.
K9H 2H4
FAX: 741-5362

Telephone: 748-9100

6.5 Term of Agreement

- (i) The parties herein agree that the term of the Collective Agreement shall be from the date of ratification by both parties to June 30, 2012, and that the effective date of amendments to the Agreement shall be the date of ratification, unless otherwise stipulated.

6.6 Renegotiation of Agreement

Either party to this Agreement may, within ninety (90) days prior to termination of this Agreement, present to the other party in writing proposed terms of a new or further Agreement and/or amendments to this Agreement, and a conference shall be held within twenty (20) days, or as otherwise agreed by the parties, at which time the parties will commence negotiations on the proposed amendments and/or terms of a new Agreement. Negotiations will be conducted in the spirit of good faith.

6.7 Copies of the Agreement

Within sixty (60) days following ratification of this Agreement, the University shall prepare and provide each staff member with a copy of the Agreement together with those of its appendices, which the parties agree will be distributed. The University shall simultaneously provide to the Union for its own use forty (40) copies of the Agreement. The University shall routinely provide a copy of the Agreement to newly-appointed staff members. The costs of preparation and distribution shall be borne by the University. The Union may have further copies of the Agreement beyond the forty (40) listed above, and they will be provided by the University. The Union will be billed for the University's cost of printing these additional copies.

Should the supply of prepared copies be depleted, further copies will be available electronically through the Trent University web site.

ARTICLE 7 - HEALTH AND SAFETY

7.1 General Statement

The University acknowledges its obligations under the Ontario Occupational Health and Safety Act and related legislation, and in particular, its responsibility to provide a workplace where the health and safety of employees is protected as they carry out their duties. The University 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. No employee shall be disciplined for refusal to perform work where the employee has acted in compliance with the Ontario Occupational Health and Safety Act. For its part, the Union agrees to promote 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.

As health and safety is a matter of concern to all members of the University community, any seminars or instruction to be offered will be widely advertised throughout the University and posted on bulletin boards for the information of staff.

7.2 Health and Safety Committee

The University acknowledges that the Union has the right to appoint three (3) representatives to the Trent University Health and Safety Committee. Staff representatives on the Safety Committee shall be entitled to a reasonable amount of time off from work with no loss of seniority or earnings to attend seminars sponsored by the government or the University or the Union for instruction and upgrading on health and safety matters. Such time off will be recommended by the Health and Safety Committee and approved by the Department of Human Resources.

The University undertakes to respond in a timely and effective fashion, in accordance with the provisions of the Occupational Health and Safety Act, to the recommendations and legitimate concerns of the Trent University Health and Safety Committee.

7.3 First Aid

In accordance with the Occupational Health and Safety Act and the Workplace Safety and Insurance Act, the University shall provide for the proper training, during working hours, of at least two (2) members of each department or work location in First Aid methods, with no loss of pay. Such courses shall be offered on a regular basis, and at least annually, and shall be widely advertised to all staff. Permission to attend will not be unreasonably denied. The University agrees to encourage the broad participation of employees in such training.

First Aid Kits shall be supplied in accordance with the regulations of the above Act and their location widely advertised to staff.

7.4 Video Display Terminals and VDT Ergonomics

No pregnant staff member shall be required to use a video display terminal (VDT) if she feels that her physical and/or emotional health is being or is likely to be adversely affected through the use of a VDT, and she so advises her supervisor in writing.

In such cases, the staff member will be assigned other duties without loss of pay or seniority for an initial period of up to thirty (30) days from the date of such notification. If prior to completion of this thirty (30) day period, the staff member cannot provide certification of pregnancy and continues to refuse to use a VDT, such action shall constitute a refusal to work.

No staff member shall be required to use a VDT should they provide medical certification of a condition which precludes the use of same. If a staff member refuses to use a VDT and cannot provide such medical certification of a condition which precludes such use, such action shall constitute a refusal to work.

Where a staff member is temporarily assigned other duties and provides certification of pregnancy within thirty (30) days of such notification to her supervisor, then the staff member will have the right to return to the same or a comparable position to that held prior to such notification without loss of salary, benefits or seniority where such pregnancy is not carried to term. Where the condition of a staff member providing certification of other medical grounds for not using a VDT ends, the University will assign the employee to the same or a comparable position for which the employee has the required qualifications including education, experience and ability to perform the duties of the job. It is understood and agreed that where a contract employee is used to replace the employee assigned other duties because of medical grounds other than pregnancy, the term of such contract employment may be for an indefinite period, notwithstanding any other provisions of this Agreement.

The following recommendations of the Health and Safety Committee are to be implemented:

- 1. that the ergonomic difficulties consequent on long periods of concentrated work with VDTs be ameliorated by providing a 10-minute break period at the end of each hour of VDT work, away from the VDT and from concentrated visual activity, and in addition;**
- 2. that workloads for employees who consistently use VDTs be limited to five (5) hours per working day on the VDT, with the remainder of the working day to be spent on work not involving VDTs;**

- 3. that prospective employees be advised prior to hiring wherever work in the employee's field of interest may involve the use of VDTs;**
- 4. that a prompt and concerted effort be made by the University to correct all VDT work locations in which adverse ergonomic factors are present, so as to achieve substantially the following desirable features:**
 - proper posture seating**
 - workplace lighted to 75 fc**
 - line-of-sight for the user to be free from glare such as from bright windows**
 - VDT screen to be free of objectionable reflections from windows, lighting, etc.; said deficiencies to be corrected by the installation of glare-control screens on VDTs when requested by the user**
 - VDT work locations to consist essentially of typing desk or equivalent, providing normal keyboard height, normal knee space, proper support easel for copy work, foot rest, screen tilting device and such other equipment as can reasonably provide for the comfort and health of the employee;**
- 5. that a university purchasing procedure be set up, which for all future purchases of VDT equipment will require a statement by the supplier that the radiation and other emission levels from the equipment do not exceed those provided by current Ontario governmental guides or standards, and that in the absence of Ontario standards, the standards shall be those established by the American Conference of Governmental Industrial Hygienists and published in their TLV book;**
- 6. that all purchased VDT equipment will have a detachable keyboard (where a keyboard is involved) and that the equipment will be equipped with both brightness and contrast controls.**

ARTICLE 8 - STAFF INFORMATION

8.1 Personnel Records

For payroll and benefit plan purposes, it is imperative that the University maintain accurate personnel records. The staff member should advise the Department of Human Resources immediately if there is any change in personal data, such as marital status, number of dependents, address or telephone number.

Records of employment, including the original application form, experience and attendance histories will be kept in the Department of Human Resources confidential files. Staff members have the right to examine their personnel records by application to Department of Human Resources during normal business hours. In the event that letters of reprimand, or other materials which state or imply censure, are added to the personnel files, the staff member will be notified and provided with a copy. Such letters which are two (2) years or more old shall be removed from the file and oral reference shall not be made to them in the event of subsequent disciplinary action or future promotional opportunity, provided that no such documents relating to similar problems have been added to the file during that period.

Members may request that material which they believe to be false, unsubstantiated, scandalous or irrelevant be removed from their personnel files. Denial of such request shall be referable to the grievance procedures. Members may supplement the contents of their personnel file by placing in it statements describing and correcting any error, omission or other irregularity.

8.2 Confidentiality of Personnel Files

Access to personnel files will be limited to staff in the Department of Human Resources and to supervisors and other authorized University officials in connection with personnel, administrative and/or labour relations matters.

Requests from external agencies for various types of information about staff should be referred to the Department of Human Resources, which will only confirm employment at Trent University and will not divulge such personal information as salary, classification, birth date, etc., without the written authorization of the staff member.

ARTICLE 9 - DISCIPLINE AND DISCHARGE

9.1 University Responsibility

The University has a responsibility to inform staff of unsatisfactory performance in a timely and open manner and also where appropriate to provide employees an opportunity to correct unsatisfactory performance. Major Infractions or termination for non-culpable circumstances may not have been preceded by previous actions.

9.2 Discipline Policy

With respect to most disciplinary problems, the steps outlined in the University's discipline policy will apply.

9.3 OPSEU Representation

Normally, a staff member shall have the right to be accompanied by an OPSEU representative on the occasion of an interview with a representative of management where a formal written warning, suspension or discharge is to be discussed.

9.4 Notification

A staff member who receives a formal warning or suspension or is discharged shall be sent a letter confirming the reason thereof within three (3) working days of receiving oral advice. In cases of suspension, the length of the suspension or the condition for lifting the suspension will be stated. A grievance concerning a discharge may be submitted within five (5) working days of receipt of such letter. The Department of Human Resources will inform the Union of any suspensions or discharges.

ARTICLE 10 - EMPLOYMENT

10.1 Position Definitions

(a) Regular:

Continuing employment throughout the calendar year.

(b) Recurring:

Continuing employment throughout the calendar year incorporating a scheduled period of layoff of not more than four (4) months subject to normal recall rights for the position from which the incumbent was laid off.

(c) Contracted:

Employment for a definite term or task expected to last normally not more than twelve (12) months except where (a) such employment is to replace an employee on long-term leave of absence, long term disability or Workplace Safety Insurance in which cases the duration of the contract may coincide with the absence, or (b) with the agreement of the Union.

Part-time regular and recurring bargaining unit members may work hours beyond the base hours of their position without the posting of an information notice for a period not to exceed thirty (30) working days.

Contracted appointments are not substitutes for, or alternatives to, regular or recurring appointments. Should more than one qualified employee indicate an interest in the same contracted opportunity, selection will be by seniority, subject to Article 19.

They shall normally be made, for example:

1. while a staff member goes on leave;
2. while a staff member takes up an appointment involving changed responsibility (e.g. temporary upgrading);
3. when funds are available from sources which stipulate a contractually limited term of availability (e.g. grants), or which are not part of the department's base staffing budget;
4. while a staff member undertakes a training period in relation to a new position (e.g. promotion, lateral re-assignment).

(d) Limited Term Appointments:

While recognizing that contracted appointments are not substitutes for, or alternatives to, regular or recurring appointments, with specified

exceptions, contracted appointments are not to exceed twelve (12) months (as indicated in 10.1(c), above).

Notwithstanding these provisions, the University and the Union acknowledge that there are, from time to time, opportunities available to the University to employ individuals through funding arrangements that may extend beyond twelve (12) months. Subject to the following procedures and conditions, the parties agree that in such circumstances, the University may employ up to 10 FTEs in Limited Term Appointments exceeding twelve (12) months duration at any point in time, subject to the following conditions:

- i) A limited term appointment may be made where the proportion of non-base or non-operating funding is at least 50% of the total wages/salary of the position.
- ii) Limited term appointments shall not exceed a maximum duration of sixty (60) calendar months. The termination of any employee who is an external appointment employee at the conclusion of a limited term appointment, or upon early cessation of applicable funding for such an appointment shall be understood to be a termination and shall not be deemed a violation of the Collective Agreement.
- iii) Limited term appointments shall initially be posted internally in accordance with the provisions (Article 18) of the Collective Agreement, and internal candidates (current regular or recurring employees) shall be considered prior to the consideration of external applicants.
- iv) At the conclusion of the LTA, these regular or recurring employees shall be appointed to the first available comparable position. Where an appointment is necessary to a lower level position, the employee shall be red-circled for salary purposes at the rate of pay for the position they held immediately prior to their appointment as a LTA.
- v) Where the successful candidate for a limited term appointment is currently a regular or recurring employee in the bargaining unit, and notwithstanding Article 13.14 of the Collective Agreement, any additional compensation shall be reflected in a change to base salary or hourly rate, non-statutory holidays shall be computed on the basis of the limited term rate, and seniority shall accrue on the basis of the schedule of the limited term appointment. Where a regular or recurring employee is appointed to a temporary assignment initially on a contract basis and the contract is subsequently converted to a limited term appointment, seniority shall be calculated retroactively to the original date of appointment in the contract position.

- vi) **Compensation for limited term appointments shall be at the level determined by classification in accordance with the provisions of the Job Evaluation System and the provisions of the Collective Agreement, including Articles 13.7, 13.8, 13.15.**
- vii) **Where the successful candidate for a limited term appointment is an external applicant, such employee shall be a member of the bargaining unit for the duration of the appointment and, subject to carrier approval and limitations, if any, or Pension Plan provisions, shall be eligible for benefit coverage on the same basis as regular or recurring employees. It is understood that parties will jointly recommend to the Pension Committee and the Board of Governors that the definition of Limited Term Appointments as captured in the Pension Plan (Section 2, Definitions) shall include LTAs in the OPSEU bargaining unit. Such employees shall, however, accrue seniority during the term of the appointment.**

A person not subject to this Collective Agreement immediately preceding their appointment to a LTA shall have no claim to continued employment with the University by virtue of their status as a LTA.

- viii) **Employees engaged in limited term appointments who are not regular or recurring employees, may compete for posted vacancies. For the purposes of posted vacancies, such employees shall be considered external applicants. If successful for a posted position, the candidate shall be credited seniority and service from the commencement of the limited term appointment; the probationary period shall be waived and an assessment period substituted as referenced in Article 13.11.**

Employees engaged in limited term appointments who are regular or recurring employees, may compete for posted vacancies.

- ix) **Limited term appointments shall be included on information listings provided to the Union by the Department of Human Resources pursuant to Article 4.5.**
- x) **The current employee(s) who are in positions which will become LTAs are covered retroactively by the terms of this Agreement.**

Insured benefits shall commence following ratification of this Collective Agreement, and it is understood these current employees shall not exceed 10 FTE.

Additional requests for Limited Term Positions, funded through targeted or time limited initiatives, will be brought to Joint Committee for consideration.

- (e) **Stand-by:**

Employees working under an arrangement whereby their names are maintained on a "stand-by" list and they may work or not at their discretion when requested to do so.

It is understood that stand-by employees will not be employed by the University for periods in excess of ten (10) consecutive working days.

Stand-by appointments are not substitutes for, or alternatives to, regular or recurring appointments.

- (f) **Full-time:**
Employment for thirty-five (35) hours or more per week.
- (g) **Part-time:**
Employment for less than thirty-five (35) hours per week.

10.2 Changes in Position Definition

If the definition of the position of an employee (Article 10.1) changes as a result of a change in the number of hours of work, normal job posting procedures shall be followed and such employee may exercise his/her right of displacement in accordance with the relevant provisions of Article 11.4. In the event, however, that a position changes from regular to recurring, full-time to part-time, the incumbent may first exercise a right of first refusal for the new position and the posting and displacement provisions above shall not apply.

Regardless of the nature of the change in position definition, an employee with more than twelve (12) months of service in a single incumbent position may exercise a right of first refusal for the new position as above.

In the case of a multiple incumbent position, employees with more than twelve (12) months of service may, in seniority order, exercise a right of first refusal.

10.3 Conversions to Regular or Recurring Positions

The maximum durations of employment for a contract employee are set out in Article 10.1 and in Articles 4.12, 7.4, 10.18, 13.11, 16.4 and 16.5. In the event that the employment of a contract employee inadvertently continues beyond these maximum periods, the University shall immediately terminate such employment, or if the University determines a continuing need, post and fill the position in accordance with the provisions of the Collective Agreement. Monthly listings are provided to the Union in accordance with Article 4.5.

10.4 Job Descriptions and Classifications

The Department of Human Resources will provide each staff member with the

relevant job description, together with an outline of the classification levels and corresponding salary ranges. At the time of hiring, the staff member will be informed in writing by way of a letter of appointment, of the classification, salary range and other details corresponding to the staff member's new position.

10.5 Probationary Period

Definition

The initial period of employment at Trent University in a regular or recurring position during which a staff member is expected to adapt to the position and to acquire the knowledge of techniques, procedures and skills inherent to the position. It is understood and agreed that a lesser standard of just cause for discharging employees will apply during the probationary period, including unsatisfactory performance. The University shall conduct one or more performance reviews prior to the completion of the probationary period, a copy of which shall be forwarded to Department of Human Resources, the Union and the employee.

Duration

Each new staff member is hired on a probationary period of three (3) months to six (6) months, the duration of which will be determined by the Department of Human Resources in consultation with the appropriate supervisor. The length of the probationary period will be stated clearly in the letter of appointment.

Notification

Before the end of the probationary period, the supervisor will review the staff member's progress and performance. If performance is satisfactory, the appointment will be confirmed in writing by the Department of Human Resources. An initial probationary period may be extended by the employer provided the maximum does not exceed six (6) months. When a probationary employee is terminated, the Union will be notified, and the termination may become the subject of a grievance.

10.6 Medical Examinations

For the purposes only of assessing the ability of a candidate to perform the bona fide occupational qualifications of a job, a staff member may be required to undergo a medical examination before employment, or prior to the completion of the probationary period. Medical examinations may also be requested at other times, as required for insurance purposes. The University will assume the cost of medical examinations required for University purposes.

10.7 Seniority

Definition

Seniority is defined as the length of continuous employment, measured in years of equivalent full-time service, with the University in any regular or recurring position, as well as contract positions fulfilled by laid-off staff (11.4). In the event a contract staff becomes either regular or recurring and the break in service is no greater than sixteen (16) weeks, their employment as a contract staff will be credited towards the employee's seniority and service, (for example vacation leave accrual and severance), once they become seniority rated.

Usage

The University shall maintain a seniority list showing the date upon which each staff member's service commenced. An up-to-date seniority list shall be sent to the Union and posted on agreed-upon bulletin boards in February of each year. Where two (2) or more staff members have equivalent full-time service, seniority will be determined by lot, as the need arises, at a meeting of the Joint Committee on the Administration of the Agreement. Seniority shall be used in situations arising from redundancy, layoffs, transfers and promotions. Seniority does not accrue during periods of layoff, unpaid leave of absence as set out at Article(s) 16.1, 16.4 and 16.5. Seniority ceases when employment at the University terminates. Layoff, subject to recall or unpaid leaves of absence, do not terminate seniority.

10.8 Termination

Definition and Usage

Termination from the University is defined as the end of service of the staff member. Temporary layoff is not termination until such layoff is terminated by the staff member or through the expiration of recall rights. Staff members will not be terminated except in one of the following ways:

- (a) Retirement**
- (b) Resignation**
- (c) Failure to satisfactorily complete the probationary period**
- (d) Termination of recall rights after layoff**
- (e) Dismissal for cause**
- (f) Illness or disability as defined in 10.14**
- (g) Death**
- (h) Completion of contracted or casual employment**

10.9 Retirement

In accordance with the terms of The Contributory Pension Plan for Members of OPSEU Local 365 and Exempt Administrative Staff of Trent University, a staff member's normal retirement date (NRD) will be the 1st of the month coincident with or immediately following the staff member's 65th birthday.

Notwithstanding that NRD is defined in the pension plan, a staff member has the option to continue in active employment beyond age 65. Staff members who elect to continue in active employment after reaching age 65 will continue to contribute to the pension plan and will continue to accrue pension benefits until the member's chosen date of retirement. In accordance with the Income Tax Act, a member must commence receipt of retirement benefits by no later than December 1 of the year in which the member turns age 71, although the member may continue in active employment beyond that date.

The Department of Human Resources provides an estimate of pension benefits and other counselling for retirees on request.

Retirees will not be re-employed by the University except in a contract, temporary or on-call capacity and with the approval of the Union. Such approval shall not be unreasonably withheld. Employees who left the University under the Early Retirement or Career Change Incentive Programs shall not be re-employed in any capacity until after their normal retirement date.

10.10 Resignation

Staff members must notify their supervisor in writing not less than two (2) weeks before the effective date of resignation. A copy of such notice must be forwarded to the Department of Human Resources. Advance notice of termination is important to the University in order that it may meet its staffing needs.

Notwithstanding Article 15.1 of this Agreement, staff members who do not provide notice as above will receive vacation pay on termination only to the amount required by the Employment Standards Act of Ontario.

Staff members who are absent from work for a continuous period in excess of two (2) weeks, without giving reasonable notice to their supervisor prior to the expiration of this two (2) week period, will be considered to have resigned. The University will immediately provide written notice to the staff member and a copy of same to the Union.

It is recognized that there may be exceptional circumstances which have made it impossible for the staff member to notify the supervisor about the absence. The University may agree to reinstate a staff member who has been considered to have resigned within thirty (30) days of the resignation notice, provided that within this period the staff member has submitted a request for reinstatement to the Associate Vice President (Human Resources) together with an explanation of absence (copy to the Union).

10.11 Failure to Satisfactorily Complete the Probationary Period

A staff member who has not satisfactorily completed the probationary period outlined in Article 10.5 may be discharged for cause.

10.12 Termination for Cause

Subject to express provisions elsewhere in this Agreement (Articles 10.5 and 10.8) discharge of regular or recurring staff members shall be for just cause. The Associate Vice President (Human Resources) or designate shall notify the member in writing of the effective date of discharge, the grounds for discharge and the member's right to grieve. The Union shall receive a copy of this notification.

10.13 Unsatisfactory Work as Just Cause for Termination

If discharge for unsatisfactory work is contemplated, written notice to the staff member allowing not less than three (3) months for the required improvement in performance will be given. The written notice, a copy of which will be placed in the employee's personnel file, will include the particulars of the work performance deficiencies and the steps required to correct such deficiencies. The University will provide reasonable job related training or equipment necessary to achieve the required improvement.

Where the required improvement has not been demonstrated resulting in a decision to discharge the staff member, the Associate Vice President (Human Resources) shall notify the staff member in writing of the pending discharge and of the member's right to meet informally and privately (with Union representation) with the Associate Vice President (Human Resources) to discuss the matter within five (5) working days of the notice. The Union shall receive a copy of this notification.

A written resignation tendered by the member within twenty-five (25) days of the first meeting to discuss discharge for unsatisfactory work will be accepted.

10.14 Illness or Disability

Staff members who qualify for disability benefits under Long Term Disability or Workplace Safety Insurance shall have the right to return to their former position if it still exists or in the alternative to a comparable position if they are fit to return to work within an eighteen (18) month period.

Beyond eighteen (18) months, when an employee is certified as able to return to work, the University will place them in a position at the same band and nature of work to the extent possible. The employee shall be given training and a reasonable opportunity to adjust to a new position.

Irrespective of the duration and the nature of the illness/disability, the University undertakes, where appropriate, to provide rehabilitative employment for which the staff member is qualified and comparable in compensation.

A staff member who is absent from work due to illness for six (6) months, but who does not qualify for benefits under the Long Term Disability plan or under Workplace Safety Insurance, shall be laid off at the discretion of the University after that period.

Where the University intends to lay off a staff member due to illness or disability, the University shall notify the staff member in writing at least thirty (30) days in advance and transmit a copy of this notice to OPSEU within the same time limit.

Staff members on layoff as a result of illness or disability have recall rights. To retain recall rights, a medical certificate must accompany any rejection of recall within ten (10) working days of the date of the registered recall letter.

10.15 Death

When a staff member dies in service, the estate will receive salary payments to the end of the month following the month in which the death occurs plus vacation pay accrued up to the date of death. The Department of Human Resources will initiate action on such matters as the Trent Pension Plan and Life Insurance. Coverage in semi-private, extended health and dental plans for dependents ends the last day of the third month following the month in which the employee dies.

10.16 Completion of Contracted Employment

Contract employees are entitled to paid holidays in accordance with the provisions of Article 15.3; and to 4% vacation pay or one (1) day per month to a maximum of ten (10) days over twelve (12) months.

The employment of contract employees can be terminated at any time on the giving of one (1) week's notice or pay in lieu of notice if the employee has been employed continuously for more than three (3) and less than twelve (12) months; or two (2) week's notice or pay in lieu if employed continuously for more than twelve (12) months.

10.17 Severance Pay on Termination

Resignation, Dismissal, Retirement, and End of Contract Employment.

Staff members who are terminated for reasons of resignation, dismissal, retirement, or end of contract employment shall not be the recipients of

severance pay.

10.18 Technological Change

Definition

In the event that the University decides to introduce new equipment or material, or to implement a change in the manner in which it carries on its operations that is directly related to the introduction of that equipment or material, and where such introduction or implementation would be likely to adversely alter a position classification or displace any staff member, the University shall give the Union three (3) months' notice. The parties shall consult as soon as possible to review the impact on staff members and possible measures to reduce the adverse effects of the pending change.

The notice mentioned above shall be given in writing and shall contain pertinent data including:

- (a) the nature of the change;**
- (b) the date on which the University proposes to effect the change;**
- (c) the number, type and location of staff members likely to be affected by the change;**
- (d) the effects the change may be expected to have on the staff members' working conditions and terms of employment; and,**
- (e) other pertinent data relating to the anticipated and foreseeable effects and repercussions on employees.**

Prior to any new regular or recurring staff members being hired to operate the new equipment or to deal with the new technology, the University will, where necessary, first allow existing staff members a training/assessment period up to six (6) months to acquire and demonstrate the knowledge, skill and/or qualifications necessary to cope with the change, provided they are qualified by education, aptitude and/or experience. Staff members to be retrained will be selected on the basis of seniority in the following order of priority:

- 1. those who are adversely affected as outlined above;**
- 2. those most suitably qualified staff members from elsewhere in the University;**
- 3. those most suitably qualified staff members from laid-off staff.**

Contract and/or temporary employees may be engaged for the duration of any such training/assessment period.

10.19 Compensation During Retraining

Staff members to be retrained will not suffer a reduction of salary/hourly rate

during the training period.

10.20 Salary Compensation for New Position

Pay levels for the new position following completion of the retraining will be determined through job evaluation. If the classification of the affected job is altered as a result of the changes in 10.18, the appropriate pay level shall be established following completion of the training/assessment period.

10.21 Alternate Employment

If the measures decided in Article 10.18 do not reduce or delete the adverse effects and no alternate employment is available, the affected staff member(s) may be laid off pursuant to the provisions of the Collective Agreement.

ARTICLE 11 - REDUNDANCY AND LAYOFF

11.1 Contracting Out

A bargaining unit employee cannot be reduced in hours, laid off, and/or declared redundant in order to contract work out that is currently performed by members of the bargaining unit if the primary duties of that position are ongoing and required by the University.

11.2 Contracting In

Whereas there is a potential for some services and functions, currently contracted out or potential future contracts, to be performed by bargaining unit employees, the Parties agree to the following undertakings that will be carried out within six (6) months of ratification:

- 1. The University shall provide the Union with a list of services and/or functions provided by contractors outside of the University and an outline of known potential future work.**
- 2. For those services which the Union wishes to explore and which would reasonably be considered to be potential work of the bargaining unit, the University will provide documentation, including any Requests for Proposals on file relative to the work being performed as long as there is no issue of confidentiality of the information.**
- 3. The Parties agree to assess such services and functions on a business basis reflecting the financial, administrative, service and staffing implications.**
- 4. The Joint Committee on the Administration of the Collective Agreement (Article 6.3) will conduct the assessment(s).**
- 5. If after full and complete consultation by the Parties, the University determines that the work will continue to be performed by outside contractors, the University shall convey to the Union the reasons for its decision.**

Future issues, not anticipated during the above review, may be raised by either Party at Joint Committee meetings.

11.3 New Work

When new initiatives on campus or any work location in Ontario of the University have the potential to result in ongoing employment opportunities, the Parties will review the nature of the work for possible inclusion in the bargaining unit, if such work has not already been included. The Joint Committee on the Administration of the Collective Agreement (Article 6.3) will

conduct this review.

In the event the Parties are unable to agree on the application, implementation or administration of Article 11.3, the Parties agree to refer the dispute to mediation/arbitration for resolution.

11.4 Layoff

It is agreed that there will be no permanent layoffs, save and except as set out below.

Prior to effecting layoffs of any regular or recurring employee, the University will take the following steps in sequential order as outlined in Article(s) 11.4, 11.5, 11.6 and 11.7.

- 1. Within two (2) weeks of the determination that there is a need to reduce the workforce, a meeting will be arranged between the Parties to review the circumstances and to mutually explore options.**
- 2. The Parties will explore known, upcoming attrition such as retirements, resignations, end of contracts and existing vacancies to determine if there is an employee who is leaving or has left the work place whose work could be done by a qualified employee who otherwise will be laid off. Such employee will be placed in the position.**
- 3. Next, the Parties will examine the list of employees holding contract positions, or external applicants to Limited Term Appointments (LTA) or who are on probation to determine whether the redundancy can be resolved by terminating one or more such positions and redeploying qualified regular and/or recurring employees into the positions.**
- 4. The Parties will explore the possibility of a short-term layoff of no more than twenty-six (26) weeks. Should this meet the needs of the University, employees will be laid off and provided a Supplemental Employment Benefit to top up Employment Insurance Benefits to 80% of normal wages.**
- 5. If after having explored the above steps, it is determined by the University that a layoff will be required, the least senior employee in the redundant position will be identified and provided with notice of layoff.**
- 6. An employee who has more seniority than the identified employee may, within one (1) week of notice under step 5, volunteer to take the layoff if the junior employee has the minimum required qualifications (as defined in Article 18.2) to perform the senior employee's work. In such case, the exchange will take place as soon as possible, and the senior employee will be laid off and will receive the remainder of notice of layoff in lieu, plus their severance entitlement, but shall have no recall rights. This provision does not apply if the senior employee has unique skills which**

cannot be replaced in up to three (3) months.

11.5 Notice and Severance

Notice of layoff, inclusive of statutory rights, are as follows:

1. an employee with less than 5 years of seniority – 3 months
2. an employee with 5 years or more of seniority – 6 months

In addition to statutory rights, an employee is eligible for Enhanced Severance pay as follows:

- one week per year of service to a maximum 13 weeks

The Parties may mutually agree to alternate notice and severance arrangements or other short-term plans.

Notice shall be in writing and the notice period commences from the date on which an employee receives their written notice. The Union will be copied on the notice.

Pay in lieu of notice or severance payments end at the earlier of age 65 or date of unreduced early retirement.

11.6 Redeployment/Displacement

An employee who has been given notice of layoff will either be laid off in keeping with the terms of (a) or may elect, in writing, within 1 week of notice, either (b) or (c) as follows:

- (a) accept the layoff and receive notice and severance payments. During the notice period, the employee will be placed in a position which comes open, subject to having the required qualifications (as defined in Article 18.2). At the end of the notice period, the employee will be laid off and placed on the recall list. If recalled prior to the end of the notice or severance period, notice or severance payments will end at date of recall;
- (b) exercise bumping rights to displace a regular or recurring employee with less seniority. The employee must have the required qualifications (as defined in Article 18.2). Employees who are redeployed into a position will receive the rate of pay of the new position at the end of the notice period.
- (c) if there is a potential future position at the University for which the University deems an employee eligible, with training, the employee may elect to enter into a career counselling and training opportunity under the provisions of Article 19. The employee may request time away from normal work, subject to reasonable operational needs as defined by the manager, to attend a course. Such employee may apply or be redeployed

to related job opportunities which arise. If at the end of his/her notice period he/she has not been successful in obtaining a position or been placed into a position, then he/she is moved to the recall list. The training time is deemed notice under the terms of Article 11.5 and the *Employment Standards Act*.

A regular or recurring employee who is displaced by an employee under Article 11.6(b) will also have the options as laid out in Article 11.6.

For the purposes of Article 11, Job Security, the required qualifications (as defined in Article 18.2) is expanded to mean that the employee has either the education established for the position or the equivalency achieved through education and experience. The employee must be able to perform the core responsibilities of the job at an entry level. Job testing may be used to assist in determining an employee's qualifications. The employee must meet any requirement established by law or regulation.

11.7 Recall Rights

Staff members shall have recall rights for eighteen (18) months. He/she will be offered a position which comes open and will be recalled in order of their seniority, provided they have the required qualifications (as defined in Article 18.2).

Notice of recall shall be made by registered mail to the last known address of the staff member. A copy shall be sent to the Union. It shall be the responsibility of the laid-off staff member to keep the Department of Human Resources informed of a current address.

If recall takes place prior to the expiration of the period of notice of layoff or pay in lieu thereof or severance pay, all payments will be discontinued from the date of recall. If at the time of layoff a lump sum payment was requested by the employee in lieu of notice or for severance pay, the staff member is not eligible for recall and is deemed to have been terminated.

If a staff member has been laid off for a period of eighteen (18) months, without having been recalled, the employment relationship of that staff member shall be deemed to have been terminated.

If a laid-off staff member fails to notify the University of an intention to accept recall within ten (10) working days of the date of the registered recall letter, the staff member will be considered to have resigned and the employment relationship of that staff member will be deemed to have been terminated. See Article 10.14 re: medical certificate requirements for ill or disabled members on layoff refusing recall.

If the staff member, having notified the University of an intention to return to work as provided in this Article, fails to return to work within three (3) days of the scheduled return, the staff member will be considered to have resigned and

the employment relationship of that staff member will be deemed to have been terminated.

A laid-off staff member with recall rights who accepts a definite term temporary assignment and who has been given written notice of such term at the time of appointment, is entitled to two (2) weeks' notification or pay in lieu thereof if the assignment is terminated prior to the completion date of said definite term temporary assignment as stated in the written notice. In the event a laid-off staff member with recall rights accepts a temporary assignment, his/her recall rights remain in effect in accordance with the provisions of this Article.

11.8 Emergency Temporary Layoffs

The Parties acknowledge that, in the event of an unforeseeable disaster beyond the control of the University, it may be impossible for a staff member(s) to work. In such cases, the University is not obliged to honour notice provisions as referenced in 11.5.

Emergency temporary layoffs shall not exceed six (6) consecutive weeks.

11.9 Labour Disputes

Where the University's normal operations are disrupted due to a work stoppage resulting from a labour dispute involving members of another bargaining unit, layoffs may take place after two (2) weeks' notice or pay in lieu thereof, and members so laid off will be entitled, subject to approval by Employment and Immigration Canada, to participate in an EI Sub Plan.

ARTICLE 12 - HOURS OF WORK

12.1 Standard Work Week

Normally the standard work week for full-time staff consists of seven (7) hours per day, thirty-five (35) hours per week. Standard working hours are those working hours existing in any University department prior to the election of modified work week arrangements as an alternative. Individual working schedules for full-time and part-time staff are determined by supervisors and are subject to departmental needs and approval.

If a staff member has special and legitimate reasons which would justify some variation in the standard work day/work week, these reasons shall be discussed with the supervisor and approved by the Associate Vice President (Human Resources). Reasonable efforts shall be made to accommodate such requests.

In certain departments, hours of work will vary for special workload reasons. Alterations in schedules or work will be posted whenever possible in the staff member's department or office. Compensation for overtime is in accordance with Article 13.3.

Except in respect of variations in the standard work day/work week above, where a modified work week is instituted pursuant to Article 12.2, or where normal operating hours include Saturday and/or Sunday, the University normally shall schedule for each staff member at least two (2) consecutive days of rest per week.

12.2 Modified Work Week

A modified work week may include: flextime, banked time, or a compressed work week. The terms and conditions thereof shall be negotiated with the Union and reflected in a Letter of Understanding.

12.3 Overtime

Overtime must be approved in advance by the supervisor and recorded within the department. An employee will qualify for overtime after working over seven (7) hours on a scheduled work day or eight (8) hours on a scheduled work day or thirty-five (35) hours or forty (40) hours depending on the normal full-time work week for that job classification. Compensation for overtime is stated in Article 13.3.

Overtime should be necessary only in situations of limited duration. Every effort should be made to avoid overtime on a continuing or scheduled basis. The University will attempt to allocate overtime work on an equitable basis among readily available qualified staff members who normally perform those duties.

In certain departments, a regular day may be adopted in excess of eight (8) hours, but not in excess of twelve (12) hours. (The total of regular plus overtime hours scheduled normally for a staff member shall not exceed twelve (12) in a day or forty-eight (48) in a week).

In cases of emergencies only, the University may require the maximum limit of hours in the day to be worked to be exceeded only so far as to avoid serious interference with the ordinary working of the University.

An employee who works three (3) or more hours of overtime immediately before or immediately following normal hours of work shall be provided with a break of not less than one-half (1/2) hour for eating purposes. Eating time will be included in the compensation calculation of overtime hours worked.

12.4 Lunch Period

A break of not less than one-half (1/2) hour per day or shift will be granted to staff for eating purposes. Such time shall not be included in the above calculation of hours worked. Scheduling is at the discretion of the supervisor subject to the needs of the department.

12.5 Rest Periods

Two (2) fifteen (15) minute rest periods will normally be provided, one preceding and one following the eating period. Scheduling is subject to arrangements with the supervisor. Rest periods worked shall not be calculated as overtime worked nor can they be banked to accumulate paid time off.

12.6 Scheduled On-Call

Staff designated as "on call" will carry a communicator and/or remain in proximity of a telephone. Such staff shall be paid at the rate of one hour per day for being "on call" whether or not they are called.

ARTICLE 13 - COMPENSATION

13.1 Pay Equity

OPSEU and the University acknowledge that the Job Evaluation System, implemented February 2001, and resulting Salary Grid have been built upon principles of pay equity.

13.2 Salary Grid and Salary Bands *

[*See Schedule A]

.01 The Salary Grid will consist of thirteen (13) bands, each with seven (7) steps, and each band will span a range of thirty-one (31) points starting at one hundred (100) points.

.02 The points assigned to each position will determine which salary band applies to the position.

"Red-circled Salaries" are those which exceed Step 7 within the correct band. Until such time as the "Red-circled" salary is exceeded by Step 7 within the correct band, employees whose salaries are "Red-circled" shall not be eligible for any scale increases which may be negotiated from time to time. When the "Red-circled" salary falls below, or becomes equal to Step 7, it will be immediately converted to a Step 7 salary, and at such time the "Red-circle" designation will cease.

13.3 Overtime

Overtime is defined in Article 12.3. Approved overtime shall be compensated either by pay at one and one-half (1-1/2) times the staff member's regular rate, or by time off at a rate of one and one-half (1-1/2) hours for each overtime hour worked, the method to be mutually agreed upon by the manager and the employee.

Time off for overtime worked cannot be banked beyond a three (3) month period without the prior written approval of the Department/College Head at the time overtime is worked.

In the event a Department offers overtime on a time-off only basis, acceptance of such overtime shall be voluntary.

13.4 Emergency Call-in

Emergency call-in will result in compensation to the greater of four (4) hours at regular compensation or overtime rates for the call-in hours worked, except where any of those hours in either case overlaps and extends into the scheduled working hours.

13.5 Supplementary Payment

.01 In addition to the basic salary to which an employee is entitled pursuant to the Salary Grid, employees may be awarded supplementary payment of one or more of the following types:

- (a) Shift Differential Bonus**
- (b) Market Differential Bonus**
- (c) Temporary Assignment Bonus (see 13.14)**

.02 Shift Differential Bonus

Employees whose regularly scheduled hours of work are at least fifty (50) per cent outside the hours of 08:00 hours and 16:00 hours will receive a Shift Differential bonus of forty-five cents (45¢) per hour for all the hours of the shift.

.03 Market Differential Bonus

Incumbents who are currently receiving Market Differential Bonuses shall continue to receive such bonuses, provided they continue in the position to which said bonus applies. The bonus shall be adjusted by the same percentage as any general wage increase which may be negotiated from time to time. Establishment of any new Market Differential Bonus or the application of same to any new employee, shall be at the sole discretion of the University.

13.6 Salary Reductions

No salary shall be reduced as a result of promotion or lateral re-assignment.

13.7 Ongoing Administration of the Salary Grid

.01 All new employees will normally be hired at Step 1, and all employees will, subject to satisfactory performance, advance through the Salary Grid by way of annual increments until Step 7 is attained. The first annual increment for a new employee will be awarded on July 1st, provided the employee was hired prior to the previous September 30th. For employees hired between October 1st and the following June 30th, the first annual increment will be awarded on January 1st following the June 30th. Subsequent annual step increases will be awarded each July 1st.

New employees may be hired above Step 1 taking into account pertinent previous experience. Any such rate must be a rate in the band established for the position. The Department of Human Resources shall notify the Union of any such exception(s).

When a new employee is hired into a multiple-incumbent position, they shall be placed on the salary grid at least one step lower than any other employee in the position, except with the mutual agreement of the parties.

13.8 Step Increases

.01 The parties hereto acknowledge that regular annual step increases will be awarded as specified in this document during the term of the Collective Agreement expiring June 30, 2012, and eligible employees will ordinarily receive such increases in the normal course.

.02 The awarding of a step increase is, however, conditional upon satisfactory performance.

It is understood that serious employment deficiencies such as may be identified in relation to disciplinary action under Article 9, will normally result in the withholding of a step increase, and could ultimately lead to Dismissal for Cause proceedings under Articles 10.12 and/or 10.13.

.03 Decisions to withhold a step increase may be the subject of a grievance.

.04 OPSEU will be advised in advance, and in writing, of all cases where it is decided that a step increase is to be withheld.

13.9 Annual/Hourly Rates

.01 The annual rates shown on the Appended Salary Grids are based on a 35-hour work-week. The annual salaries for employees on other than 35-hour work-weeks will be appropriately computed based on the hourly rates set out in the Appendices.

13.10 Promotions

Promotion is defined as the movement of an employee to a position on a salary band higher than the band associated with his/her previous position. It can result either from a re-assignment by the University, with the approval of the Joint Committee, to a position on a higher band, or from the employee succeeding in a competition for a position on a higher band.

Movement to a position with a higher point rating within the same band shall not be regarded as a promotion, but as a lateral re-assignment.

Employees who are promoted shall be assigned the salary on the new band which corresponds to the salary on their previous band, except where the previous salary is below Step 1 of the new band. In the latter case, the employee

shall be assigned the Step 1 salary. For employees whose salaries are red-circled, they shall, upon being promoted, be assigned the corresponding salary (if there is one) on the new band. If there is no corresponding salary, they shall be assigned to the closest salary step on the new band above their previous salary. If the red-circled salary is above Step 7 of the new band, at the time of the promotion, it shall remain a red-circled salary at the previous rate.

In any case where the base salary of an employee who has been promoted does not increase as a result of a promotion, the employee shall be awarded a step increase retroactive to the starting date of the promotion upon the satisfactory completion of the assessment period. This additional step increase shall not affect eligibility for regular increments, which shall be awarded in the normal fashion.

13.11 Assessment and Reassignment

Staff members who are successful candidates in a promotion/lateral re-assignment shall be considered to be in an assessment period for three (3) to six (6) months, depending on the time stated in the appointment letter. The assessment period commences when the employee is fully released from his/her former position and the obligations of 18.4. As part of the assessment period, appropriate orientation and job instruction will be provided by the University. The purpose of the assessment period is to provide the employee with a reasonable period in the new position to demonstrate that he/she can perform the job to the employer's satisfaction. Unsuccessful completion of the assessment period will result in the following:

1. (a) The employee will be re-assigned to his/her former position if the position is available; or if the former position is not available, to another comparable position, if such a position is available, for which the employee possesses the minimum required qualifications including education, experience, and the ability to perform the duties of the job; or, if such comparable position is not available, to any position which is available for which the employee possesses the minimum required qualifications including education, experience, and the ability to perform the duties of the job.
- (b) The salary/wage rate to be used at the time of re-assignment will be based on the actual salary/wage earned prior to the assessment period in the new position. An employee re-assigned to a lower classification than that of his/her position prior to the assessment period shall have his/her salary "red-circled" at the salary/wage earned prior to the assessment period.

- (c) **Employees who are successful candidates in a promotion/lateral transfer may elect within a period of two (2) calendar months from the employee's starting date in the new position to be re-assigned as per 1(a) of this Article, and if the employee does so, he/she shall be precluded from applying to fill any other vacancy for a period of twelve (12) calendar months.**
- (d) **It is understood that where an employee is to be re-assigned as per this Article, that where the employee's former position is filled by a contract or probationary appointment, such appointment may be terminated immediately and without notice to provide a position for the re-assigned employee, notwithstanding any other provisions of this Agreement.**

13.12 Demotions

A demotion is a re-assignment by the University to a lower-rated classification and may occur as a result of unsatisfactory performance or other job-related reasons considered appropriate by the University. Wages shall be appropriately adjusted. Demotions may be the subject of a grievance.

13.13 Assignments Outside the Bargaining Unit

An employee accepting any assignment outside the bargaining unit shall, if returned to the bargaining unit within twelve (12) months either by action of the University or by exercising his/her right to return for any reason within twelve (12) months, be permitted upon re-entry to count the service outside the bargaining unit for seniority purposes. It is further understood that for a period not to exceed twelve (12) months, such an employee shall retain the right to return to the position occupied at the time of the assignment.

13.14 Temporary Assignments

- .01 When a staff member is absent and another staff member of lower classification is to be assigned a significant portion of the responsibilities of the absent staff member, vacated as a result of absence for a period in excess of ten (10) working days, then such other staff member shall receive additional compensation during the period of performing those duties. Such temporary upgrades, detailing the start date and any reclassification of pay rates, must be agreed in writing with the department manager prior to the staff member assuming such duties.**
- .02 Employees may be assigned a special project for a limited time that is at a higher band than their regular duties. The details of this assignment must be agreed to in writing with the department manager prior to the staff member assuming such duties. The duties will be submitted to, and evaluated by, Human Resources to determine the rate of pay. The Union**

will be notified by Human Resources within 10 working days of the commencement of the new assignment. Such assignments shall not exceed 12 months in duration.

- .03 Additional compensation will be based upon the rate which is at least two (2) steps higher than the employee's current salary. Further, in cases where the absent employee is more than one band above that of the employee on temporary assignment, the Associate Vice President (Human Resources) shall review the duties being performed and may, in appropriate cases and depending upon the extent of the duties being performed, award additional compensation beyond the level specified above.**
- .04 Payment shall commence effective from the date on which the staff member performs such duties described in .01 or .02 above and continues for the duration of the time so performed by said staff member.**
- .05 Such additional compensation will be added to the staff member's compensation as a gross pay adjustment rather than as a change in base salary or hourly rate. Such an addition will preclude additional contributions being made to pension and insurance plans. Non-statutory holidays (Article 15.3) to which an employee is entitled shall be paid to an employee on temporary assignment at the base rate of pay applicable to the employee's regular appointment.**
- .06 If the staff member should not return to work in the appropriate time period outlined in this Agreement, then the job will be posted in the normal manner and applications invited from all interested staff.**
- .07 If the temporarily upgraded staff member is the successful applicant, the staff member enters the new job at the greater of the appropriate start rate for the staff member in the new job or the temporary rate established in .02 above and receives salary and performance reviews at normal intervals.**

13.15 Performance Appraisal

Performance appraisal is the process by which the job performance and effectiveness of a staff member is determined and communicated to the member. It is the responsibility of supervisors to complete and sign assessments of the effectiveness of the members' performance of their assigned responsibilities. Performance appraisal shall be made at the completion of the probationary period/assessment period, and at least annually thereafter in conjunction with the salary review.

Performance appraisal proceedings will be initiated when the Department of Human Resources forwards individual performance appraisal forms to the Department/College Heads. It shall be the responsibility of the Department/College Head to invite the appropriate supervisor to complete the

appraisal form. An interview shall take place between the supervisor and/or Department/College Head and the staff member as part of the performance appraisal review. The staff member will be encouraged to complete the section of the form requesting the staff member's comments. The staff member will sign the appraisal form acknowledging that the staff member has seen the contents in the appraisal form. Each staff member shall be given a copy of his/her performance appraisal after completion.

The Department/College Head shall review the appraisals and shall forward the performance appraisal forms to the Department of Human Resources for administrative purposes and for the maintenance of members' personnel files. All comments from supervisors and staff members shall be confidential unless and until such time as they are used for personnel decisions.

13.16 Payroll Matters

Pay Periods and Pay Days

Salaries for staff are automatically deposited to the staff member's bank account on the twenty-eighth (28th) day of each month. If the twenty-eighth (28th) day falls on a weekend or a Statutory Holiday, salaries are deposited in advance.

Wages for hourly-paid staff are automatically deposited to the staff member's bank account on alternate Fridays, and include payment for work performed up to and including the previous Saturday.

Each staff member receives a pay statement listing deductions. Questions regarding payroll deductions should be referred to the Payroll Office, Department of Human Resources, Blackburn Hall.

The University reserves the right to tender the contract for provision of payroll services, change the supplier, etc., provided only that prior notification is provided to the Union and a comparable level of payroll service is maintained.

Vacation Pay for Recurring Employees

Recurring employees (with a regularly-scheduled period of layoff of not more than four (4) months, subject to recall to the position from which he/she was laid off) shall have the following options with respect to vacation pay:

- (a) to receive their vacation pay at the time of layoff; or
- (b) to request, in writing, to delay receipt of the amount owed at the time of layoff and receive such vacation pay within two (2) pay periods of their return to work.

The University is not accountable for any issues of eligibility for external programs arising from a delay in vacation payment.

13.17 Payroll Deductions

Statutory Deductions

Certain deductions are required by law. Other deductions are required to fund benefit coverage. Some deductions (e.g. Canada Savings Bonds, charitable, etc.) require prior approval by staff members. New staff members are advised of the deduction amounts during their benefit orientation interview.

13.18 Garnishees, Assignments, Third-Party Demands

Legal requirements authorizing deductions from a person's pay for reasons of a court garnishee or government third-party demand must be honoured by the University.

ARTICLE 14 - BENEFITS

14.1 Benefits

As a minimum, and subject to the eligibility and other detailed provisions of the various group benefit plans (both statutory and non-statutory) which are summarized below, staff members shall be provided with the benefits listed. In the case of statutory benefits (EI, CPP, WSIB), further information is available through the various government offices and/or through the Department of Human Resources. For non-statutory insured group benefits, staff members should consult their benefit booklet. Further information is also available through the Department of Human Resources.

14.2 Statutory Benefits

- (a) Employment Insurance (EI) - Board/employee premiums as determined by the Federal Government
- (b) Canada Pension Plan (CPP) - Board/employee premiums as determined by the Federal Government
- (c) Workplace Safety and Insurance Board (WSIB) - Board premiums as determined by the Province

14.3 Insured Group Benefits

- (a) Semi-private Hospital Coverage - Board pays 100% of this coverage
- (b) Extended Health Care - Single or family coverage, as appropriate; \$25 single/\$50 family deductible, paid by staff member; Board pays 100% of premium; coverage includes, but is not limited to, the following:
 - (i) Prescription drugs
 - (ii) Private nursing where ordered by attending physician
 - (iii) Difference in cost between semi-private and private (where available) hospital accommodation
 - (iv) Contact Department of Human Resources regarding details of further coverage which is provided, including ambulance, prosthetic appliances, speech therapy, etc.
- (c) Additional Extended Health Benefits - Board pays 100% of the premium costs for the following benefits:
 - (i) Vision Care - a two hundred and fifty dollar (\$250.00) optical

benefit which shall be available once in any twelve (12) consecutive month time period in accordance with the terms and conditions of the Plan.

Eye Examinations – a fifty dollar (\$50.00) eye examination benefit which shall be available once in every twenty-four (24) consecutive month time period in accordance with the terms and conditions of the Plan.

- (ii) Hearing Aids - up to \$750 every four years per family member
- (iii) Massage Therapy - up to \$200 per year per family member
- (iv) Chiropractic Coverage - up to \$500 per year
- (v) Naturopathic Care – up to a maximum of \$300 per year
- (vi) Out-of-Country Coverage - effective September 1, 2004

(d) **Dental Plan**

- (i) Dental Plan - single or family coverage, as appropriate, based on the previous year's Ontario Dental Association (ODA) Schedule, updated annually each January 1
- (ii) Dental Plan/Orthodontic Treatment - single or family coverage, as appropriate; \$2,000 lifetime maximum per eligible family member; 50% co-insurance (i.e., carrier and staff member pay half each of eligible orthodontics fees)

(e) **Group Life Insurance** - term insurance equal to 1.5 x annual salary (Board pays 100%) - plus optional coverage of an additional 1x, 2x, 3x, or 4x annual salary, and optional survivor income benefits for spouse and/or children. (Employee pays 100% of premium on options.)

(f) **Long Term Disability** - Board self-insures for absence from sickness/injury for six (6) months; after six (6) months, where total disability, LTD coverage provides for 75% of monthly insured earnings; these LTD benefits are taxable income.

14.4 **Trent Pension Plan**

It is understood and agreed by the parties that the Contributory Pension Plan for OPSEU and Exempt Employees of Trent University" (Amended July 1, 2001) as amended from time to time, forms part of this Collective Agreement

and, insofar as it relates to members of the OPSEU bargaining unit, may only be altered or amended by mutual agreement of both parties. Copies of the Plan text, as well as additional information about its provisions, are available to any member of the Plan, upon request, through the Department of Human Resources.

By way of summary, staff members who participate will contribute 6.5% of pensionable earnings. The University contributes required amounts in accordance with Appendix VII (Items 5 and 6). Pension benefits, which are entirely separate from Canada Pension Plan entitlements, provide for an annual pension commencing at Normal Retirement Date (the first day of the month coincident with or next following the date the member attains age 65) equal to 2% of final average earnings times the number of years of service. Final average earnings are determined by calculating the average of the best consecutive three (3) of the last ten (10) years of the member's earnings at the University.

Additional pensionable earnings shall include hours worked by part-time or recurring employees beyond the base hours of their regular position to a maximum of the full-time equivalent. It does not include additional contract positions.

14.5 Tendering of Benefits Contract

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

14.6 Coverage

A summary of benefit participation by position classification is shown in Article 14.8.

The following information relates to benefits coverage on Termination of Employment:

(a) Employment Insurance (EI)

Staff members will be provided with a Record of Employment upon termination of employment or if there is to be an interruption of their earnings of seven (7) days or more. The information on the Record of Employment is used by Employment and Immigration Canada to decide if there is an entitlement to benefits and the rate and duration of benefits.

(b) Semi-Private Coverage

Coverage in this plan ceases at the end of the month following the month in which a staff member terminates.

(c) **Dental Plan**

Coverage in this plan ceases at the end of the month following the month in which a staff member terminates.

(d) **Extended Health Care**

Coverage in this plan ceases at the end of the month following the month in which a staff member terminates.

(e) **Long Term Disability Insurance**

Coverage ceases immediately with termination of employment. Benefits payable by the insurance company cease when employment terminates due to the death of staff members, or if staff members reach normal retirement age, or if they cease to be totally disabled, except that for the two (2) year period immediately following the six (6) months during which the University maintains salary payments according to sick leave policies, staff members may engage in "rehabilitative employment" and continue to receive partial benefits. The Department of Human Resources can be contacted for further information on benefits as outlined in the insurance policy.

(f) **Group Life Insurance**

Coverage ceases upon termination of employment. However, application for private insurance coverage may be made without providing evidence of insurability provided application is made to the group life insurance company within thirty-one (31) days of date of termination. The Department of Human Resources can be contacted for further details.

(g) **Trent Pension Plan**

Members of the Plan who terminate employment with the University are entitled to termination benefits as outlined in the Pension Plan text.

(h) **Canada Pension Plan (CPP)**

The Canada Pension Plan, to which all staff members between the ages of 18 and 65 must belong from their first day of work, provides for payment of a pension, based on the amount of individual earnings (up to a certain maximum), and service from January 1, 1966. Death and survivor benefits are also payable from this plan, and under particular circumstances, a disability pension may also be available.

At age 65, staff members may make application to receive a Canada Pension benefit (in which case contributions will cease) or they can postpone applying for a pension, and, provided they are working, continue to pay contributions up to age 70. At age 70, their contributions

will cease and they can apply for their pensions in full, whether or not they keep on working and regardless of their earnings. It is possible to apply for Canada Pension benefits any time after age 60 and before age 65, but there is a 1/2 per cent per month reduction for each month of early retirement prior to age 65.

(i) **Workplace Safety Insurance**

The University pays premiums annually to the Workplace Safety and Insurance Board (WSIB) based on an amount per \$100.00 of assessable earnings for each employee in accordance with the rates set annually by the Workplace Safety and Insurance Board.

The Workplace Safety and Insurance Board provides compensation and/or medical aid to employees who, as a result of an accident related to their work, are injured to the extent that they experience a loss of time from work.

Employees who suffer an injury at work must immediately report this injury to their supervisors who in turn must immediately report this injury to the Health and Safety Office (Department of Risk Management). This procedure should be followed whether or not the injury is severe enough to warrant loss of time from work and/or medical aid. A report is filed with WSIB immediately. Such a procedure aids in the establishment of claims at a later date, if necessary, and in the correction of safety hazards in the University work place. The University is required to pay fines to WSIB for late filing of accident reports.

14.7 **Coverage and Cost Sharing**

Coverage

Legislation and the applicable plan policies in effect at the date of signing of this Agreement define the terms of participation and level of benefits provided under Articles 14.1, 14.2, 14.3, 14.4 and 14.6 of this Agreement. A summary of participation by position classification is shown as Article 14.8.

Cost Sharing

The University and employees will contribute as specified to the cost of providing the benefits as outlined in Articles 14.1, 14.2, 14.3, 14.4 and 14.6.

14.8 Benefit Coverage Participation

Staff-Categories

<u>Position Classification</u>	<u>Hours in Normal Work Week</u>		
	Full-time Staff (35 or more)	Part-time Staff (17.5 or more)	Part-time Staff (Less than 17.5)
Regular	X	X	Z
Recurring	X	X	Z
Limited Term	X	X	Z
Contracted	Z	Z	Z

- X - membership in all plans**
Z - not eligible for membership in any plans

Note:

- 1. Hourly-paid staff members eligible for membership in the Extended Health and Dental Plans, Life Insurance and Trent University Pension Plan have a three-month waiting period before enrolment.**
- 2. For recurring employees, the University will contribute 25% of the monthly cost of benefits during layoff, effective September 1, 2004.**

14.9 Travel Expenses

With previous approval, staff members required to travel as part of their normal University job responsibilities will be reimbursed for reasonable expenses. The administration will publicize and report to the Union details of expense maximums and approval procedures.

14.10 Professional Association

The University shall pay professional and/or licence fees for a staff member who, as a condition of employment, is required to be a member of a professional association or to be licensed.

14.11 Flexible Benefits Plan

The University will provide an annual flexible benefit to each regular or recurring employee equivalent to \$250.00 per year pro-rated for employees that are employed for less than a year.

The benefit will be applied against the cost of one of:

- Campus parking fees for available lots
- Athletic fees (full membership);
- Athletic fees (swimming only);
- Trent Express Bus Pass;
- City Bus Pass;
- Aramark Dollars.

If the value of the benefit selected is less than the benefit entitlement, the residual entitlement may be credited against one other benefit above. Each Flexible Benefit entitlement must be used entirely within the specified year and may not be carried forward to future years. The value of the unused entitlement expires on June 30 of each year.

Flexible Benefit Allocation Forms must be submitted to Human Resources no later than September 20 of each year.

While the University is currently in receipt of tax advice indicating that a Flexible Benefits Plan confers a taxable benefit on individuals participating in the Plan, it is understood and agreed that in the event the tax status of the Plan, or part thereof, becomes other than is currently understood, the Flexible Benefit, or applicable part thereof, shall be treated in accordance with Revenue Canada regulations.

14.12 Automobile Allowance

For approved automobile travel, employees are entitled to claim mileage allowance, in accordance with prevailing University practices and rates, as amended from time to time.

All staff members using their automobiles for University business should carry sufficient automobile liability insurance. A minimum of \$500,000 is recommended.

"Service Permits" will be provided to employees of the bargaining unit at no cost to the employee, where the employee's duties and responsibilities include a regular and ongoing requirement to use a personal vehicle to transport tools, equipment and/or supplies between various University sites or between the University and locations in the City of Peterborough. Such permits will enable the employee to park in any Red lot or, while performing such duties, in designated University service/loading areas.

Permits will be issued upon authorization of the employee's Department/College Head.

ARTICLE 15 - LEAVES OF ABSENCE WITH PAY

15.1 Vacations

Actual dates for vacations must be arranged with, and approved by, the supervisor and Department/College Head. Where scheduling conflicts arise, seniority will be considered by the supervisor when resolving the conflict.

Approval of vacation by the supervisor or department/ college head will be given within 30 days of the receipt of the request.

Vacation entitlements are determined according to a staff member's service during the year in accordance with the following schedule:

Years of Service	Vacation Entitlement in Days	Vacation Pay Calculation*
Less than one year	One day per month to a maximum of ten	4%
1	10	4%
2	12	4.8%
3	15	6%
4	15	6%
5	15	6%
6	16	6.4%
7	17	6.8%
8	18	7.2%
9	20	8%
10	20	8%
11	21	8.4%
12	21	8.4%
13	22	8.8%
14	22	8.8%
15	23	9.2%
16 - 19	25	10%
20+	26	10.4%

*Less any days taken.

The vacation year runs from July 1 to June 30 and vacation entitlements accrue towards the vacation period beginning July 1 of the succeeding year. However, if the appropriate number of years of service are completed prior to September 30, the additional vacation entitlement accrued in the current year is applicable.

Normally, vacations may not be carried over from one vacation year to another. However, in certain situations and with prior written approval, vacation days to a maximum of five (5) working days may be carried over to the next vacation year.

Vacation entitlement for part-time staff will be prorated accordingly.

Vacation entitlement does not accrue during:

- (a) any period of layoff, subject to recall;
- (b) any period of unpaid leave of absence (see Articles 16.1, 16.4 and 16.5).

15.2 Sickness/Accident/Bereavement During Vacation

When a staff member is hospitalized or bereaved during a vacation period, there shall be no deduction from vacation credits for such period of hospitalization or bereavement entitlement.

A staff member suffering an incapacitating illness or injury which prevents the employee from participating in previously-arranged vacation travel and/or which otherwise seriously prohibits enjoyment of a normal vacation routine, shall receive consideration on a case-by-case basis to extending and/or otherwise re-organizing the vacation period for an appropriate period of time. A medical certificate documenting the illness or injury and the length of time the staff member was incapacitated must be provided. Requests of this nature shall be submitted to the Associate Vice President (Human Resources).

15.3 Holidays

Statutory and Non-Statutory Holidays

All regular or recurring full-time or part-time staff members will receive the following statutory holidays with one (1) day's pay, provided they work both the scheduled working day before and the scheduled working day after the holiday:

Statutory
New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

Non-Statutory
Civic Holiday
OPSEU Day

In addition, all regular and recurring staff members shall be granted the working day before Christmas, three (3) working days between Christmas and New Year's, and one further working day over the Christmas period (to be designated annually by the Department of Human Resources) as paid non-statutory holidays. It is understood that employees temporarily assigned to positions under the provisions of Article 13.14 shall be paid for non-statutory holidays to which they are entitled at the base rate of pay applicable to their regular appointment.

Contracted employees will receive the appropriate statutory or non-statutory holidays, with the exception of OPSEU Day, the working day before Christmas, three working days between Christmas and New Year's, and the further working day over the Christmas period, subject to qualification in accordance with the Employment Standards Act.

Where any of New Year's Day, Canada Day, Christmas Day or Boxing Day fall on either a Saturday or a Sunday, another day (generally the preceding Friday or following Monday) will be declared in its place.

If staff members are required to work on any of the statutory holidays for which they qualify, they will be paid time and one-half for hours worked, plus the compensation for a normal day. If staff members are required to work on any of the non-statutory holidays for which they qualify, they will be paid their normal rate of hours worked, plus compensation for a normal day.

Staff members required to work on a statutory holiday, but who do not qualify for a paid statutory holiday will be paid time and one-half for each hour worked.

A paid holiday on which a staff member does or does not work will not be counted as a normal working day for purposes of calculating overtime entitlements. Overtime entitlement is calculated on hours worked. If you are on vacation over a paid holiday, a further day of vacation or pay in lieu of will be given.

15.4 OPSEU Day (Floating Day)

The University and the Union agree that each regular and recurring staff member is entitled to one other day as an additional paid non-statutory holiday each year. This day will be decided upon by each staff member in consultation with the appropriate supervisor. The OPSEU Day must be used during the Contract year.

15.5 Reporting Absence

Staff who cannot report to work because of sickness or other reasons are expected to telephone within fifteen (15) minutes of their normal starting time, to advise their supervisor of the expected time of their return to work. Staff members who commence work at 16:00 hours or later will make every effort to inform their supervisor(s) of their pending absences as early in the day as possible, and no later than 12:00 hours for the 16:00 hour or 18:00 hour shifts, or 15:00 hours for the midnight shift. However, employees failing to provide notice as stipulated in this Article through circumstances beyond their control shall not be deemed to have violated any of the terms of this Agreement.

Staff should inform their supervisor of the reason for their absence. In the event of illness, exact medical reasons need not be given.

15.6 Medical Certificate

In the event of frequent absences or of an absence of more than four (4) days, a certificate from a licensed medical practitioner which provides satisfactory medical evidence will be required for Department of Human Resources records and to maintain sick leave coverage, if applicable. In an absence of more than two (2) weeks, subsequent doctor's certificates will be required at least once a month in order that an application for benefits under the Long Term Disability Plan can be initiated. Subject to Provincial legislation or regulation, these certificates will be at the expense of the employee.

15.7 Sick Leave Policy for Staff Covered Under the Long Term Disability Plan

Each department shall keep accurate individual records of sick leave absences and shall forward appropriate record summaries to the Department of Human Resources each month.

In the event of frequent absences or of an absence of more than four (4) days, a medical certificate will be required. When an absence is prolonged, monthly medical certificates will be required in order to ensure continuation of salary or wages.

In the event of absence due to sickness or accident and upon receipt of satisfactory medical evidence, a regular or recurring staff member who works

seventeen and one-half (17-1/2) hours or more per week and is enrolled in the Long Term Disability Insurance Plan will be paid regular salary or wages up to a maximum of six (6) calendar months. During this period of sick leave, the staff member will continue to assume the cost of the member's portion of benefit contributions.

A staff member who holds a recurring appointment and becomes ill after notice of layoff will still be laid off under the terms of the appointment. Sick leave pay will be paid up to the time of layoff and will start again at the time of recall if the staff member is still ill or disabled, provided a satisfactory medical certificate is produced. The total period of paid sick leave coverage both prior to and following the normal layoff period will not total more than six (6) months.

If at the end of six (6) months, the staff member is unable to return to work, upon application to the insuring company and the company's approval of the application of disability, Long Term Disability benefits will commence.

Staff members, whose applications for benefits are not approved by the Insurance Company, are entitled to apply to the Employment Insurance Commission, at the time of layoff, for sick benefits calculated on the basis of their insurable earnings. Layoffs resulting from illness or disability are covered under Article 10.14.

15.8 Sick Leave Policy for Staff Not Covered by the Long Term Disability Plan

Regular or recurring staff members who work less than seventeen and one-half (17-1/2) hours per week will be paid their hourly rate at the rate of one (1) normal working day for each month of service dating from the appointment date up to a maximum of sixty (60) normal working days, to the extent that these days have not been used on previous illness.

In the event of frequent absences or of an absence of more than four (4) days, a medical certificate will be required.

When all accumulated sick leave entitlement has been utilized, members shall be laid off in accordance with the provisions of Article 10.14.

Sick leave arrangements for this group of staff members will be outlined in their appointment letters.

15.9 Sick Leave Policy for Staff Covered Under the Workplace Safety and Insurance Board

A regular or recurring staff member who suffers an injury at work which is severe enough to warrant loss of time from work will receive full regular salary or wages from the University for a period of up to six (6) months from the date of the absence from work, provided medical evidence satisfactory to the

University and the WSIB is received. The regular cost sharing of benefits and pension shall continue as if the staff member was working. The WSIB will reimburse the University at a rate established by WSIB regulations.

If at the end of six (6) months, the staff member is unable to return to work, the University will cease paying salary or wages and the WSIB will be instructed to pay the injured staff member directly. This pay will be calculated at a rate established by WSIB regulations. Coincident with the staff member receiving payment directly from WSIB, an application for long term disability benefits will be made to the insuring company providing these benefits.

If this application for long term disability benefits is approved, the amount of the WSIB payment will be deducted from the disability benefit payment. (See Article 14.3).

At the same time as the WSIB starts to pay the injured or disabled employee directly, the University will commence paying for the total cost of the appropriate benefit and pension plans and will continue to do so while the staff member is eligible to receive WSIB and/or long term disability benefits. Under certain circumstances, disabled and/or injured staff members may engage in rehabilitative employment and continue to receive a portion of their WSIB and/or long term disability benefits.

Staff members, whose applications for WSIB and/or long term disability benefits are not approved, are entitled to apply to the Employment Insurance Commission, at the time of layoff, for sick benefits calculated on the basis of their insurable earnings. Layoffs resulting from illness, injury or disability are covered under Article 10.14.

15.10 Bereavement Leave

An absence, at normal pay, of up to five (5) working days leave shall be authorized in writing by a supervisor for bereavement purposes with a copy of the authorization to the Associate Vice President (Human Resources).

Five (5) working days will be granted in the event of the death in a staff member's immediate family. "Immediate family" shall mean spouse, child, parent, brother, sister, or grandchild. Three (3) working days will be granted in the event of the death of a staff member's father-in-law, mother-in-law, or grandparent. One (1) day absence will be granted for the purpose of attending the funeral of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece or nephew. For those bereavements involving one (1) or three (3) working days, an additional leave of up to two (2) working days may be granted in exceptional cases, such as where a lengthy trip is required to attend the funeral. Requests for such additional leave shall not be unreasonably denied.

15.11 Civic Leave

Employees subpoenaed to serve as jurors or witnesses in any court shall be granted leave of absence for such purpose, such leave being granted without loss of any part of any of the privileges enjoyed by the employees. Such subpoenaed employees shall present a satisfactory certificate showing the period of such jury service or witness and the amount of compensation received for that purpose. If the employee deposits with the University the full amount of compensation received for jury service or witness service and presents an official receipt therefore, the University shall authorize payment of full salary for the period granted as leave of absence on account of such jury or witness service. If the employee refuses to pay to the University such funds, the individual shall forfeit the right to claim any part of the person's salary for the aforementioned period of absence.

15.12 Compassionate Leave and Special Leaves

Leave of absence at normal pay for up to a maximum of six (6) days per year may be granted for compassionate/special reasons. These leaves may be taken as either full or half day increments. Such leaves shall be authorized in writing by the supervisor with a copy to the Associate Vice President (Human Resources). Without limiting the generality of the types of situations where compassionate/special leave may be granted, the following situations will normally qualify:

Paternity

Adoption

Illness in the immediate family (spouse, parent, or child)

Moving of a household (normally one day for a move within the local Peterborough area)

Employee's wedding occurring on a normal workday

Major property damage caused by fire or some other personal disaster.

Although, requests for compassionate/special leave shall not be unreasonably denied, approval will be subject to operational needs.

In the event that the leave request is turned down by the supervisor, the member may appeal the decision to the Associate Vice President (Human Resources).

An individual employee who prefers, in any situation which would give rise to Compassionate or Special leave, to make up time according to Article 12.1 may apply to do so subject to the terms and conditions of that Article. Such make-up time shall be completed in the current pay period or the pay period immediately preceding or immediately subsequent to the time taken off. Make-up time shall not be considered to be overtime, nor shall it give rise to overtime payments. Where an employee makes up time in accordance with these provisions, it is understood and agreed that the University shall not be deemed to have violated any rights under this Article or any other statute or legislation, including the

Human Rights Code and Employment Standards Act.

15.13 Medical and Dental Appointments

With the permission of their supervisor, employees may be allowed an early departure from or late arrival at work to attend medical and dental appointments. Permission for such absences of no more than two (2) hours per occasion shall not be unreasonably withheld. Early consultation with supervisors on each occasion is required to permit supervisors to organize the workforce.

It is understood that employees will attempt to schedule appointments wherever possible to minimally disrupt normal departmental work schedules.

15.14 Maternity Leave Sub Plan

After a staff member has been employed at Trent University for one (1) year, she can file for maternity leave under this sub plan. Under this plan, the University will pay 95% of the staff member's normal salary or wages for the first two (2) weeks and for the next fifteen (15) weeks, the University will supplement the benefit paid by the Employment Insurance Commission so that when combined with earnings from other sources, the total from both sources will equal 95% of the Trent base salary or wages. After the first two (2) weeks, the recipient will be required to produce a record of payment from the Employment Insurance Commission before the University can pay the supplement.

Payments in respect to guaranteed annual remuneration, deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

To be eligible for this benefit, a staff member must have worked at Trent University for twelve (12) months. The staff member must also be planning to return to work no later than fifty-two (52) weeks from the commencement of combined leaves (maternity and parental) for a period equal to seventeen (17) weeks. An agreement must be signed by the candidate promising to repay the University the University's portion if the staff member decides not to return to work.

During this period of leave, the cost of continuing in the benefit plans will be shared as if the staff member were fully employed.

During maternity leave, vacation credits and seniority accrue in accordance with Articles 10.7 and 15.1.

15.15 Parental Leave Sub Plan

After a staff member has been employed at Trent University for one (1) year, she/he can apply for a parental leave sub plan. Under this plan all staff eligible

under Article 15.14 above may also extend the sub plan for an additional ten (10) weeks as parental leave providing the parental leave is taken immediately following maternity leave. An additional twenty-five (25) weeks of parental leave may also be taken, but shall be considered an unpaid leave and may be eligible for Employment Insurance benefits, but not salary/wages from the University.

To be eligible for this benefit, a staff member must have worked at Trent University for twelve (12) months. The staff member must also be planning to return to work no later than fifty-two (52) weeks from the commencement of combined leaves (maternity, parental leave and unpaid leave) for a period equal to twenty-seven (27) weeks.

A staff member appointed to a limited term appointment as an external candidate is not entitled to these benefits beyond the completion date of the appointment.

Parental leave benefits for staff not eligible under 15.14 shall be subject to the following conditions:

- (i) first two (2) weeks - 95% of staff member's normal salary/wages will be paid by the University upon receipt of Employment Insurance acceptance;**
- (ii) next ten (10) weeks - the University will supplement Employment Insurance benefits to 95% of normal salary/wages;**
- (iii) next twenty-five (25) weeks - are considered unpaid leave and may be eligible for Employment Insurance benefits, but not salary/wages from the University.**

After the first two (2) weeks, the staff member will be required to produce a Record of Payment from the Employment Insurance Commission before the University can pay the supplement.

Payments in respect to guaranteed annual remuneration, deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

To be eligible for this benefit, a staff member must have worked at Trent University for twelve (12) months. The staff member must also be planning to return to work no later than thirty-seven (37) weeks from the commencement of combined parental leave and unpaid leave for a period equal to twelve (12) weeks. An agreement must be signed by the candidate promising to repay the University's portion if the staff member decides not to return to work.

During this period of leave, the cost of continuing in the benefit plans will be shared as if the staff member were fully employed.

During parental leave, vacation credits and seniority accrue in accordance with

the Employment Standards Act and Articles 10.7 and 15.1.

A staff member appointed to a limited term appointment as an external candidate is not entitled to these benefits beyond the completion date of the appointment.

15.16 Applications

Leaves under Articles 15.7 through 15.15 are approved by the applicable Department/College Head and reported to Department of Human Resources.

Applications for all other types of leaves with pay shall be made to the Department/College Head who shall refer them to the Department of Human Resources. Such applications will indicate the purpose of the leave and a reasonable outline of the study, research or other activities proposed.

Applications for other types of leave shall normally be submitted at least two (2) months in advance of the proposed starting date, except for extended leaves of absence, for which at least six (6) months' notice shall normally be required.

In the event that an application is turned down by the Department/College Head, the member may appeal the decision with the Associate Vice President (Human Resources).

15.17 Deferred Income Leave

Eligible staff members may fund leaves of absence by deferring a portion of their salary, which is then paid at the time the leave is taken. For more information, see the "Self-funded Leave Plan" booklet, as amended from time to time, or contact the Department of Human Resources.

15.18 Long Service Award

In their 25th year, each member shall have a Long Service Award vacation consisting of an extra five (5) days for a total of thirty-one (31) days' vacation in the 25th year.

ARTICLE 16 - LEAVES OF ABSENCE WITHOUT PAY

16.1 Leaves of Absence Without Pay

A staff member may apply for a leave of absence without pay for personal reasons other than illness, providing that the staff member makes a written request stating reasons for the leave to the Department/College Head and subject to the approval of the Associate Vice President (Human Resources). Permission for such leave shall not be unreasonably withheld, subject to workload requirements. Except as provided in Articles 16.2 and 16.3, and subject to the approval of the carrier, Plan provisions, provisions of the *Income Tax Act* and Regulations, and any requirements of the *Pension Benefits Act* R.S.O. 1990 and Regulations, an employee may, at their option and upon written application to the Department of Human Resources, continue participation in benefit and pension plans, provided the employee pays the full premiums cost(s), including any share normally contributed by the University.

Current provisions permit a member on unpaid leave to continue long term disability coverage for a maximum of four (4) months; pension contributions during unpaid leave are limited to a life-time maximum of five (5) years.

16.2 Pregnancy Leave

A staff member is entitled to a flexible seventeen (17) week unpaid leave of absence for pregnancy provided the member has a minimum of thirteen (13) weeks of continuous service prior to the expected date of delivery as indicated by her medical certificate. The member is required to give two (2) weeks written notice of the date on which she intends to begin her leave. All members may begin their leave at any time within seventeen (17) weeks before the expected date of delivery.

If a staff member is required to be absent for a period longer than seventeen (17) weeks as certified by a legally qualified medical practitioner, or if her work is materially affected by her pregnancy, and the University requires an extension of leave, any further leave period is covered under the University's sick leave policy.

The staff member is entitled to not less than six (6) weeks post-natal leave after the date of birth. The Employment Standards Act insures the right of the employee to return to the same or a comparable job without loss of seniority or benefits or drop in salary, if pregnancy leave of not longer than seventeen (17) weeks is taken.

During pregnancy leave, the cost of continuing membership in the University's benefits plans shall continue as if the member were actively at work. In the case of benefits where costs are shared (i.e., pension, life insurance), if the staff members are willing to pay their normal share of the cost, the University will contribute its portion of the costs.

During pregnancy leave, the vacation credits do accrue in accordance with Article 15.1.

If the staff member returns to work on a regular basis the period of pregnancy leave is considered time worked for seniority purposes.

16.3 Parental Leave

Under the terms of the Employment Standards Act, all employees who are parents (both natural and adoptive) are entitled to thirty-seven (37) weeks of unpaid parental leave, provided they have been employed for a minimum of thirteen (13) weeks prior to the estimated date of delivery or adoption of a child. For natural mothers, parental leave must commence at the end of maternity leave. For others, the leave must commence no later than fifty-two (52) weeks after the date of birth or adoption.

Natural mothers are entitled to seventeen (17) weeks of maternity leave plus thirty-five (35) weeks of parental leave. Adoptive mothers are entitled to thirty-seven (37) weeks of parental leave. Fathers are entitled to thirty-seven (37) weeks of parental leave.

Under the terms of the Employment Insurance Act, parental benefits are available to eligible parents (both natural and adoptive) for a total of thirty-five (35) weeks per family. The thirty-five (35) weeks can be used by one parent or split between the two. For individuals not previously in receipt of maternity benefits, there is a two-week waiting period during which parental benefits will not be paid.

During parental leave, the cost of continuing membership in the University's benefits plans shall continue as if the member were actively at work. In the case of benefits where costs are shared (i.e., pension, life insurance), if the staff members are willing to pay their normal share of the cost, the University will contribute its portion of the costs.

During parental leave, the vacation credits do accrue in accordance with Article 15.1.

16.4 Long-term Leave of Absence

A long-term leave of absence may be requested for academic or professional study reasons, and may extend from four (4) to eighteen (18) months. While approval for such leave shall not be unreasonably withheld, staff members should not expect to necessarily return to the same position at the end of this leave. Where possible, a contract replacement may be appointed for the period of the regular staff member's leave.

16.5 Short-term Leave of Absence

Short-term leave of absence may be requested for personal reasons, and may extend up to four (4) months. Approval for such leave shall not be unreasonably withheld, subject to workload requirements. Staff members may expect to return to the same position at the end of this leave. Any replacement approved shall be a contract appointment.

ARTICLE 17 - JOB CLASSIFICATION

17.1 Job Descriptions

The University will provide each employee covered by the Agreement with a general Job Description, based on the job questionnaires submitted to the Department of Human Resources, including duties, responsibilities, qualifications, and classification for his/her job. The Department of Human Resources has the sole responsibility and authority for the format, content and final approval of Job Descriptions, and for any amendments or modification thereto.

17.2 Job Questionnaires

Upon request, employees will have access to the job questionnaire used for the purpose of evaluating their position as well as the assigned factor scores used to establish the job band.

17.3 Joint Job Evaluation System

General

Jobs shall be classified and wages shall be paid during the term of this Agreement, in accordance with Schedules A and B of this Agreement, and with the Joint Job Evaluation System, copies available in the Department of Human Resources. It is understood that the Trent University and OPSEU Joint Job Evaluation System, implemented February 1, 2001 (factor definition, rating criteria, point chart and joint committee evaluation), forms part of the Collective Agreement. All positions are deemed to be properly evaluated as of February 1, 2001.

17.4 The Joint Job Evaluation Committee

- (a) A Joint Job Evaluation Committee, a subcommittee of joint committee Article 6, will be formed to maintain and evaluate the classification of positions. Members of the JJEC shall be entitled to make reasonable adjustments of their normal duties as per Article 4.10.**
- (b) The Joint Job Evaluation Committee will consist of 6 representatives. The committee will consist of two experienced Job Evaluation Committee members from the previous committee, one from OPSEU and one from the Department of Human Resources, plus two (2) employees elected by the Union and two (2) employees, managers of OPSEU staff, appointed by the Employer. Committee membership will consist of a two-year rotating term, for all JJEC members, one as new and one as experienced.**

- (c) **Training will be provided by the two experienced Job Evaluation Committee members from the previous committee, one from OPSEU and one from the Department of Human Resources.**
- (d) **All Committee decisions will be by consensus; however, two (2) Union representatives plus two (2) Employer representatives are required for a quorum. Any decisions will require an equal number of JJEC representatives from both parties be present.**
- (e) **This committee will be scheduled to meet on a regular basis (monthly), with frequency dictated by the number of reviews outstanding, the meeting being cancelled in the absence of any evaluations to be processed.**

17.5 Joint Working Sub-Committee

In order to avoid lengthy delays in job posting, a sub-committee will be formed to evaluate new or substantively-altered positions prior to posting. This Sub Committee will consist of the two (2) experienced members, one Employer representative and one Union representative. The Working Sub-Committee will normally render their recommendations within five (5) working days from receipt of the completed job questionnaire to the Human Resources Department.

17.6 New Jobs

The University may create new jobs at any time during the term of this Agreement. A job description for the new position will be completed by the manager or supervisor and submitted to the Joint Working Sub-Committee for their review. Within five (5) working days this Sub-Committee will exchange recommendations and if in agreement on the evaluation of the new position, the new position is deemed to have been evaluated and may be posted in keeping with Article 18, including the job band assigned.

The employer will include the banding of any new positions in the Master Job Evaluation Spreadsheet, to be distributed to JJEC monthly.

If there is an objection, the position will be reviewed at the next monthly meeting of the larger Joint Job Evaluation Committee. Should an employee bid into a position which is subsequently increased in band, the employee will be paid at the higher band level retroactive to the commencement of their appointment to the position. If the band is subsequently decreased, as a result of the JJEC review, the employee's rate will be reduced effective the date of the decision of the Joint Job Evaluation Committee and the employee may exercise their rights under Article 13.11.

When a vacancy occurs in a multiple incumbent position and the supervisor elects to substantively alter the position prior to posting such that the JJEC Sub-Committee upgrades the position, those members with more than twelve (12) months of service, who have been determined by the supervisor to be both in the

substantively altered position and qualified, will be upgraded accordingly, effective the date that the vacant position is submitted to Human Resources for banding and posting.

17.7 Substantively-altered Jobs

The University may substantively alter existing jobs at any time during the term of this Agreement.

An incumbent in a position which has been altered may request a review of the job evaluation based on substantive change of a permanent nature which they believe will change the banding of the position.

The Union or the Employer may also request a review of the job evaluation based on a substantive change of a permanent nature, which they believe will change the banding of the position.

Submissions must be signed by the party requesting the review and a copy provided to the employee, the supervisor and the Department of Human Resources.

The party requesting a review will submit their request in writing to the Joint Job Evaluation Committee, c/o Department of Human Resources. The written request should be in the form of a full job evaluation submission such as: a new completed questionnaire, a revised job description or a letter which includes a description of how the position has changed from the current questionnaire and the perceived impact on the job factors and scores. This document will be submitted to the Joint Job Evaluation Committee for their review at their next monthly meeting.

Should the committee agree on a change in a job evaluation, the effective date of such change will be the date that the request for review is received in the Department of Human Resources.

17.8 Mediation/Arbitration

If the members of the Joint Job Evaluation Committee fail to reach agreement on the scoring and banding of a position, the issue may be submitted to Mediation/Arbitration. A mediator/ arbitrator jointly agreed by the parties will be asked to pre book one Med/Arb day per quarter to hear issues between the parties, and if required render a decision.

It is understood and agreed that the arbitrator's only jurisdiction shall be with respect to a determination of classifications or rates of pay, and shall be expressly restricted to the existing job classifications and job rates as set out in Schedules A and B of this Agreement, and to a determination of whether the grievor's job is properly classified.

17.9 Appeals of Classification Reviews

Within six (6) months of JJEC's decision under Article 17.6, an employee who claims his/her assigned job is improperly classified and that he/she should be properly classified to another classification named in Schedule B, may appeal the committee's findings by presenting a request for review in writing to the Joint Job Evaluation Committee, c/o the Department of Human Resources.

The written request must specify the classification claimed by the employee to be inappropriate together with those individual job factors which are being contested and the substantive basis on which the claim is advanced. Any changes from the original questionnaire should be included. The employee may also request to give a brief verbal submission to the Joint Job Evaluation Committee on the date of the joint review.

The Committee will review the whole job, not just individual factors. Should the Committee make a change to a job factor, all other comparator positions will be reviewed to ensure pay equity compliance. The decision of the Joint Job Evaluation Committee will be communicated by the Department of Human Resources to the employee and the Local President, or designate, within fifteen (15) days of that meeting. The Joint Job Evaluation Committee shall be under no obligation to accept or respond to more than one (1) request for review of the same position within any twelve (12) month period.

Should the committee agree on a change in a job evaluation, the effective date of such change will be the date that the request for review is received in Department of Human Resources.

17.10 Band Increase

- (a) Employees reclassified to a higher band level shall be placed at a step level in the new band that represents as a minimum a one (1) step increase from the previous salary.**
- (b) It is understood that there shall be no retroactivity payment, including any retroactivity awarded through arbitration, prior to the date of the receipt of the written request for review in Department of Human Resources.**

17.11 Referral to Arbitration

An employee who is in a position which has been subject to the procedures outlined in 17.9 above, and who is not satisfied with the decision of the Joint Job Evaluation Committee, may file a grievance directly in writing, within thirty (30) working days of the date of the JJEC decision, to an Arbitrator mutually agreed upon by the parties and copied to Department of Human Resources. The arbitrator may issue a decision in writing, or by meeting with the parties at the

next quarterly meeting, or at their earliest available date acceptable to the parties. A brief written notice of his/her decision will be issued within ten (10) working days of the hearing. The arbitration shall be limited to the consideration of those relevant facts submitted for review to the Joint Job Evaluation Committee.

[refer to Appendix VI]

17.12 Cost Sharing

The University and the Union shall each pay one-half (1/2) of the remuneration and expenses of the Mediator.

Guidance on the Trent University OPSEU Job Evaluation process can be found on the Trent University Human Resources compensation webpage.

ARTICLE 18 - JOB POSTING PROCEDURES

18.1 Job Postings

- 1. Permanent regular or recurring vacancies, or new regular or recurring positions, shall be posted on designated bulletin boards and on the Trent University web site for eight (8) working days from the date of issue. E-mail copies will be sent to locations off the main campus and the OPSEU office. In addition, hard copies of job postings shall be placed on designated bulletin boards.**
- 2. Contract positions less than three (3) months in duration are not subject to the job posting or job competition process. Contracts that exceed three (3) months in duration, and contracts with an unknown end date shall be posted on the bulletin boards for the information of all staff.**
- 3. All postings and information notices shall include:**
 - (a) title and description of the position;**
 - (b) position supervisor;**
 - (c) salary classification and salary range (as published);**
 - (d) position definition including the schedule for recurring positions;**
 - (e) required qualifications including education, experience and special skills;**
 - (f) deadline for receipt of applications;**
 - (g) starting date.**

18.2 Applications

Applications may be submitted in writing or electronically to Human Resources prior to the deadline. The University will consider regular and/or recurring, internal applicants, and shall not consider and/or appoint an external candidate where an internal applicant possesses the required qualifications for the position including education, experience and special skills.

Those internal applicants who, in the opinion of the Hiring Committee, lack the required qualifications will be notified in writing, and upon request to Department of Human Resources, will be advised of the areas in which their qualifications do not meet the posted requirements.

The University shall be under no obligation to consider applications from, or to select, employees who have been hired, promoted or who have successfully applied for a transfer within the previous six (6) months. The University shall be under no obligation to select any employee who has made application.

Department of Human Resources will forward applications of internal applicants to the hiring committee and the committee will review these together with:

- (a) the applicant's previous work record at Trent, including reports from former and current supervisors;
- (b) seniority;
- (c) known relevant experience outside Trent;
- (d) test scores;
- (e) known particulars of qualifications.

In the event there are no successful internal applicants, the University may consider applications from external and contract employees.

18.3 Selection

In selecting an employee to fill a permanent regular or recurring vacancy or a new regular or recurring position, the University shall consider the applicant's overall qualifications, including education, experience and special skills, and where these factors are relatively equal, then seniority would be the deciding factor. Relatively equal shall mean a range of 10 percentage points on the selection evaluation scale.

The weighting of the criteria utilized in the Selection Evaluation process shall be:

Application	5 points
Training and Experience	30 points
Interview	45 points
Assessment of Performance in Current/Past Position(s)	20 points

Department of Human Resources will notify both successful and unsuccessful internal candidates. In addition, unsuccessful candidates will be advised of their right to receive in writing upon request to Department of Human Resources, the reasons for the decision.

18.4 Release from Present Position

Successful applicants should be released from their present position as soon as possible, but normally at least within twenty (20) working days of notification of their selection. During any overlap period, and as scheduled by the Department of Human Resources, the successful applicant shall be expected to spend some time in the new position receiving orientation, as well as assisting with the orientation of a replacement for the position being vacated.

ARTICLE 19 - CAREER DEVELOPMENT

19.1 Trent University is committed to assisting staff in career planning and in seeking opportunities for career growth.

Any regular or recurring employee who wishes to establish a formal career plan may apply through Human Resources. The University will provide the services of an experienced career counsellor who will meet with the employee and in a confidential capacity assist the employee through testing and interviews to prepare a future plan.

Development of a formal plan through a counsellor is limited to fifteen (15) staff per year. If, at any time through the year, there are more applicants than spaces remaining in the program, space will be allocated on the basis of seniority, and unsuccessful applicants will be advised to apply the following year.

Once a formal plan has been developed, the employee shall meet with Human Resources to provide a written copy of their formal career plan. The employee together with Human Resources will seek opportunities which are appropriate for development and which fit within the individual's agreed-upon career plan. Such opportunities may be found for example in anticipated or vacant contracted positions, limited term appointments, an opportunity identified in the performance assessment process, a secondment outside of the bargaining unit or external to Trent University. While the staff member is on secondment outside of the bargaining unit, he/she will continue to accrue seniority up to a maximum of twelve (12) months. The Parties may agree to extend the timelines. If the employee does not return to their position within twelve (12) months, or any extended period, he/she will be deemed to be terminated from the bargaining unit and their home position will be posted.

During the time that an employee is in a developmental assignment, their home position may be filled by another employee on a contract, subject to the provisions of Article 10.1(c) and 13.14.

Participants in Career Development opportunities may be considered for a position for which he/she does not meet all of the qualifications, but who has been identified as being appropriate for such role. An applicant under this program will have a right of first refusal for temporary positions, providing there are no qualified employees on layoff. Such employee must compete for any regular or recurring positions.

Compensation will be at the rate of pay assigned to the Career Development opportunity, not the incumbent's home position.

Should the employee elect to enter the program but does not complete the program or does not submit a formal plan, the University will have no further obligation to the employee, nor is the employee entitled to a right of first refusal for developmental positions.

A maximum of two right of first refusal career development opportunities will be allowed for each employee in the Career Development Program.

The University should be entitled to recoup any training costs should an employee depart from the University within 120 days of completing training.

19.2 Academic Courses and Professional Study

Staff members may, on the recommendation of their Department/College Head, and at the discretion of the Associate Vice President (Human Resources) or designate, be given the opportunity and may be required to participate in seminars, workshops, and short courses to keep up to date with the knowledge and skills of their respective fields.

The staff member who attends a conference or convention at the request of the University to represent the interest of Trent University, or who is required to attend a course for the purposes of intensive retraining or upgrading, shall be eligible for full pay, travel expenses, and reimbursement of registration fees.

The staff member whose participation in a conference or convention in an official capacity (e.g. present an address, or give a course in a field of specialization), as approved by the supervisor and Department/College Head, is eligible for leave with pay and reimbursement of registration fees and travel expenses.

A joint University/Union committee will be established to meet on a quarterly basis to make recommendations on training courses which would benefit a group of employees in their career development. Courses may be in areas such as developing technology, software applications, report writing skills, problem solving techniques, statistical analysis or business programs. From the recommendations of the committee, a training course, preferably one granting a certificate or in conjunction with a degree program, will be held on campus each Fall and Winter term. Courses will be arranged in conjunction with the timing best suited to the participants, for example over a lunch period or coincident with the end of shift, or opportunity will be provided to make up loss of regular hours of work.

19.3 Education Leave

The University encourages staff to work towards self-development by enrolment in academic and technical courses offered by secondary and post-secondary institutions.

19.4 Policy Respecting Rebate of Tuition Course Fees to Eligible University Staff Members

- 1. An eligible University staff member is one who holds a regular or recurring appointment at Trent University.**

- 2. For purposes of this policy, a course is defined as a program of formal instruction offered by a secondary or post-secondary institution in the Province of Ontario, up to and including graduate level programs, the successful completion of which, in the opinion of the supervisor and the Associate Vice President (Human Resources), will be of benefit to the staff member in the performance of job duties at the University and will result in some educational credit being obtained.**
- 3. Eligible staff applying to take courses must be prepared to meet normal admission requirements and to comply with published deadlines, etc.**
- 4. Tuition course fee rebates shall be limited to the equivalent of one (1) undergraduate credit between September and April and one (1) undergraduate credit between May and August, or one (1) domestic part time graduate program fee per term. Where the hours of instruction fall within working hours, the employee shall be required to make up for any time lost by taking the course. Where there are multiple offerings to the course, the employee is expected to select the timing so as to provide minimal disruption to the work unit.**
- 5. When staff members are required to write examinations during working hours for courses taken under the tuition rebate policy, this time away from work will be considered time off with pay. Staff members will not be required to make up time lost from work while writing scheduled examinations. Staff members will inform their supervisors of the scheduled examination dates as early as possible.**
- 6. The University will waive the fee for one undergraduate credit taken between September and April and one undergraduate credit taken between May and August at Trent University, or one domestic part time graduate program fee per term, or rebate the fee for a course taken at another academic institution provided written authorization for both the taking of the course and the waiving or rebating of the fee has been obtained from the supervisor prior to the commencement of the course. Proof of successful completion will be required to receive a rebate or to validate the fee waiver.**
- 7. The forms for written authorization should be obtained from the Department of Human Resources. This Department should be contacted if authorization appears to be improperly withheld.**
- 8. Failure to successfully complete a course will result in the staff member being held financially responsible for the full course fee. Where there has been a waiver, the charge will be placed on the staff member's account. Where the staff member has withdrawn from a Trent course without academic penalty, the appropriate fee up to the date of withdrawal in accordance with Trent University policy will be charged to the staff member's account.**

9. Ancillary fees consisting of the Julian Blackburn College Student Government fee, the College fee and Health Service fee will be waived. Any levy imposed by Julian Blackburn College student government, other than those listed above, will be the responsibility of the staff member.
10. The University will not be financially responsible for fees for staff who only wish to audit a course.
11. Where the course is taken at an accredited university other than Trent, the fee rebate will be limited to Trent's undergraduate course fee or domestic part time graduate program fee, exclusive of ancillary fees.

19.5 Dependent's Tuition Waiver

Dependents of a staff member who holds a regular or recurring appointment, enrolled in courses at Trent University, shall have their normal undergraduate academic fees waived for the duration of this Agreement. Ancillary fees are not waived. Admission and progression standards for such students shall be those applicable to other students.

19.6 Definitions of Dependency

Dependency shall be considered to apply to anyone living in the family relationship of husband and wife (including common law) or parent and child.

Spouses: In any given academic year, tuition will be waived for one spouse only for each member of the bargaining unit.

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.

19.7 On-the-Job Training

The parties recognize the desirability of staff development through on-the-job training. The University agrees to consult with the Union on training and development needs of staff members and the ability of the University to meet these needs during regular working periods without affecting the salary/hourly rate of the staff members concerned.

19.8 University Committees

Staff members accepting an office or committee work with a University committee must first obtain the authorization of their supervisor and/or Department/College Head. Such authorization shall not be unreasonably

withheld. The University recognizes the contribution of staff members who become involved in such committee work, and wherever possible, the University will provide time off during working hours for activities which are an integral part of the operation of such committees, and at the request of the employee and with the approval of the supervisor, time off in lieu for committee meetings scheduled outside normal working hours. Time is normally granted to attend meetings during normal working hours, but must be approved by the supervisor. Committee members should notify fellow departmental staff members to ensure that service is maintained in departments at all times. Costs for committee use of reasonable quantities of supplies and services (e.g. stationery, photocopying, postage, telex, IUTS) will be absorbed by the University. Appropriate budget accounts should be employed for the charging of such materials or services.

ARTICLE 20 - GRIEVANCE AND ARBITRATION

20.1 Grievance 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. No grievance shall be deemed to be invalid or abandoned due to a minor technical irregularity.

20.2 Types of Grievance

- (a) An individual grievance is a grievance which involves a single individual.**
- (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.**
- (c) A policy grievance is one involving a question of general application, administration or interpretation of this Agreement.**

20.3 Carriage of Grievances

An individual employee shall have the right to initiate a grievance at the informal complaint stage (see 20.4, below), provided however that any such grievance may not be advanced to the Formal Steps without the Union being a signatory to the written grievance.

20.4 Informal Complaint Stage

Before the formal grievance procedure is initiated, efforts will normally be made to resolve the dispute through informal discussion with the immediate supervisor. In such cases, complaints shall be discussed with the immediate supervisor within ten (10) working days of the incident or original circumstances giving rise to the complaint, or within ten (10) working days after the complainant became aware of or ought reasonably to have known of the incident or original circumstances giving rise to the complaint. An authorized Union representative may accompany the complainant at the informal stage, if the complainant so wishes. The immediate supervisor shall respond within five (5) working days after the complaint was discussed and, if not satisfied, the complainant may file an individual grievance as set out in Article 20.5.

20.5 Formal Grievance Steps

An earnest effort shall be made to settle grievances fairly and promptly as set out below:

Step 1

Failing resolution of the complaint at the Informal Stage, a formal grievance may be filed. If so, it shall be set forth in writing, on a form provided by OPSEU and mutually agreed by OPSEU and Department of Human Resources, and signed by the grievor and authorized OPSEU representative. The written grievance shall set forth the details of the grievance, a statement of the matter(s) in dispute, the provision(s) or interpretation of the Agreement that has allegedly been violated and the remedy sought. The written grievance shall be given to the grievor's immediate supervisor within thirty (30) working days after the incident or original circumstances giving rise to the complaint, or within thirty (30) working days after the grievor became aware of or ought reasonably to have known of the incident or original circumstances giving rise to the complaint. A copy of the written grievance shall be forwarded to the Department/College Head and Department of Human Resources. The immediate supervisor will reply, in writing, within ten (10) working days following receipt of the written grievance.

Step 2

If the grievance is not settled at Step 1, it shall be presented to the Department/College Head concerned within five (5) working days following receipt of the reply as set forth in Step 1 above. The Department/College Head will give a written reply within a further five (5) working days.

Step 3

If the grievance is not settled at Step 2, it shall be presented to the Associate Vice President (Human Resources) within five (5) working days following receipt of the reply as set forth in Step 2 above. Within five (5) working days of receiving the written grievance, the Department of Human Resources shall convene a meeting of the concerned parties to the grievance. After this meeting, a written reply will be given within five (5) working days.

Step 4

If the grievance is not settled or otherwise resolved at Step 3, the grievance may be referred to Arbitration (see Articles 20.7 to 20.13 below).

20.6 General Provisions

- (a) Individual grievances shall be initiated at Step 1; Group grievances may be initiated at Step 2, if all the employees concerned are employed in the same department, or at Step 3, if employed in different departments;**

Policy grievances may be filed at Step 3.

- (b) Notwithstanding sub-paragraph 20.6(a) (above), any grievance involving discipline, suspension or discharge may be commenced at Step 3 of the Grievance Procedure. In addition, where an employee grieves an internal job competition for a position outside his/her department, the grievance may be commenced at Step 3 of the Grievance Procedure, provided that a copy of the grievance shall also be submitted to the employee's immediate supervisor.
- (c) In the case of a University Policy Grievance which is submitted at Step 3, the grievance shall be submitted to the OPSEU President, or designate, and the referral of a University Policy Grievance to Arbitration shall be made by written notice to the OPSEU President, 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.
- (d) All agreements reached under the formal steps of Grievance Procedure (i.e., Steps 1, 2, or 3), between the representatives of the parties, including any agreement as to whether the settlement of a particular grievance shall stand as a precedent for other cases, will be final and binding upon the parties and the employees. Any such settlements shall be reduced to writing, signed by the authorized representative of both parties, and copied to the authorized Union representative, the grievor and the Department of Human Resources.
- (e) The parties agree to follow the grievance steps as outlined above, in Articles 20.4 and 20.5, in accordance with the time limits and conditions contained therein. If at any step, the responding party fails to give a written reply within the required time limit, the grieving party may advance the grievance to the next step at the expiration of the time limit. If the grieving party does not advance the grievance to the next step within five (5) working days following receipt of the written reply, that particular grievance shall be deemed to be settled on the basis of the last reply. If dissatisfied with the decision at any step in the Grievance Procedure, the grieving party may take the grievance to the next step.
- (f) The University acknowledges that employees have the right to Union assistance in preparing and presenting a complaint and/or grievance, including any complaints or grievances in relation to disciplinary matters. The Union agrees to advise the University, on a current basis, of the names of its authorized grievance representatives.
- (g) The University recognizes the role of authorized Union representatives in investigating disputes and assisting/participating in the grievance and arbitration process. As much as possible, investigation, consultation and participation in grievance matters shall be scheduled in such a way as to minimize conflict with assigned duties. Where that is not possible, grievors and authorized Union representatives will be entitled to

reasonable time off, without loss of normal pay, benefits or seniority, for the purpose of attending grievance step meetings with the employer or arbitration hearings. In such cases, employees shall not leave work without having obtained permission from their immediate supervisor. Such permission shall not be unreasonably withheld.

- (h) "Working Day", for the purposes of these grievance and arbitration provisions, excludes Saturdays, Sundays and Holidays (see 15.3).
- (i) Subject only to availability through normal scheduling, the University shall provide suitable meeting rooms for the purpose of grievance investigations, discussions, and meetings.
- (j) 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.

20.7 Referral of Grievance to Arbitration

Within ten (10) working days of receipt of the Step 3 reply, the grieving party shall give notice, in writing, 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.

20.8 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.

20.9 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.

20.10 **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.

20.11 **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. Except where otherwise expressly provided in this Article 20, the powers of the Arbitration Board shall be in accordance with those specified in the Ontario Labour Relations Act.

20.12 **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.

20.13 **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.**

APPENDIX I

Trent University

SCHOLARSHIP PLAN FOR SPOUSES/DEPENDENTS OF MEMBERS OF THE OPSEU BARGAINING UNIT

Spouses and eligible dependents of members of the bargaining unit represented by the Union may apply for a limited number of OPSEU Dependents' Scholarships tenable at Trent University. A maximum sum based on the equivalent of fifteen (15) full-time students shall be allocated by the University for each academic year (i.e., 15 x basic tuition fees for a full-time student, e.g. 15 x \$6,435.51= \$96,532.65 for 2009/2010). Both full-time and part-time students/dependents will be eligible to apply to the Finance Office for a Scholarship in accordance with the criteria set out below. Those who are successful in this closed competition are not eligible for a Tuition Fee Waiver (see 19.5 of the current Collective Agreement) during any academic year in which they hold a Scholarship, although they are eligible for other scholarships and bursaries.

Criteria

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

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

Administration of the OPSEU Dependents' Scholarship Plan

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

For the purposes of administering this Plan, an academic year is defined as May 1 to April 30, and Scholarships will be available commencing September, 1989.

Students who wish to be considered under this Plan must submit a completed Tuition Fee Waiver application form to the Finance Office normally at least three weeks prior to the commencement of the academic session. These applications will be processed in the usual way to allow students to complete course registration. After registration, the Finance Office will provide a list of the registered spouses/dependents with their tuition fees to the Committee on Scholarships and Academic Awards for its determination of those eligible to receive OPSEU Scholarships. The Committee will rank successful applicants and advise the Finance Office in writing so that the students may be removed from the Fee Waiver list.

The list of successful candidates will also be copied to the Department of Human Resources, which shall advise successful applicants by letter that they have been awarded an OPSEU Dependents' Scholarship. Applicants who are not awarded a Scholarship will remain on the Fee Waiver list and be handled in the normal manner.

In order to distribute available funds to cover both Winter and Summer session applicants, the Committee will initially allocate an amount equivalent to 11 x basic tuition for Winter and 4 x basic tuition for Summer. This proportion can be adjusted in future if deemed appropriate, and it is understood that unused Summer allocations will be carried forward to the Winter allocation.

APPENDIX II

MEMORANDUM OF UNDERSTANDING

Re: Weekend Scheduling

It is understood and agreed that the following operations presently include "weekend" scheduling of bargaining unit members on a regular basis:

**Athletics
Animal Care Facility
Bookstore
Conference and Hospitality Services
Library
Physical Resources**

While the University is not currently planning to increase the number of such "weekend" operations, it is further understood and agreed that the University retains that right under the terms of the Collective Agreement.

APPENDIX III

MEMORANDUM OF UNDERSTANDING

Re: Pension Plan – Health Care Allowance

Note: Appendix III has been included in the Collective Agreement for purposes of reference.

WHEREAS The Retiree Health Care Allowance, as described in Section 7 of the Memorandum of Agreement With Respect to Pension Plan and Retiree Health Care Reimbursements, as provided in Appendix VII to the collective agreement for the period July 1, 2007 to June 30, 2010, applies to members who elect to take early retirement from July 1, 2007;

AND WHEREAS previous collective agreements have provided for a Retiree Health Care Allowance with application to specific retiree groups. As these are ongoing benefits for staff members who retired prior to July 1, 2007, the terms of these arrangements are summarized below:

The parties agree to the following summary of previous Collective Agreements which are included for purposes of reference:

1. A Health Care Allowance for existing retirees who were drawing pensions on June 30, 1998 was implemented. This non-bankable fund reimburses retirees and survivors for eligible health-related expenses, including health plan premiums as defined in *The Income Tax Act*. It is created annually for each retiree or survivor based on one of the following formulae:

i) for retirement after June 30, 1987, \$25 for each year of Pension Plan membership, to a maximum of \$500;

ii) for retirement before July 1, 1987, \$45 for each year of Pension Plan membership, to a maximum of \$1,000;

iii) deferred pensioners are ineligible to receive a health account.

(Source Document: Appendix II, Pension Plan Framework Agreement, Collective Agreement between Trent University and OPSEU, July 1, 1998 to June 30, 2001; and duplicated in Appendix I, Pension Plan Framework Agreement, Collective Agreement between Trent University and OPSEU, July 1, 2001 to June 30, 2004 and July 1, 2004 to June 30, 2007)

2. A Health Care Allowance for members of the Pension Plan as of July 1, 2004 who subsequently elect early retirement under the Pension Plan and who have 10 or more years of continuous service with the University on their early retirement date was implemented. The University will provide a health care account between their date of retirement and age 65 under the terms and conditions below. This non-bankable fund will be used to

reimburse eligible retirees and their spouses for eligible health-related expenses, including health care premiums, as defined in the *Income Tax Act*.

The health care account will be created annually for each eligible retiree for the period from July 1st to the following June 30th (the "plan year"), in the following amounts:

- (i) For coverage for a full plan year, the amount will be \$500.
- (ii) For a member who retires in the first 6 months of the plan year, the amount for that plan year will be \$500. For a member who retires in the second 6 months of the plan year, the amount for that plan year will be \$250.
- (iii) In the plan year in which an eligible retiree attains age 65, if the retiree attains age 65 in the first 6 months of the plan year, the amount for that plan year will be \$250. If the retiree attains age 65 in the second 6 months of the plan year, the amount for that plan year will be \$500.

The health care account will cease on the earlier of the retiree's death or the end of the month in which the retiree attains age 65.

The health care account will be extended under the terms and conditions above to existing retirees under the Pension Plan who retired early after June 30, 1998 (i.e., not eligible for the health care account available to those in receipt of a pension on June 30, 1998), starting July 1, 2004.

Deferred pensioners who commence their pension before age 65 are ineligible for this health care account.

Reimbursement under the health care account program in place prior to this agreement and under this new health care account program will be made from the funds set aside in the stabilization fund. This new health care account program will cease once all the funds in the stabilization fund have been exhausted. Starting July 1, 2004, the University will credit interest to the stabilization fund on an annual basis at the rate earned on the University's cash account.

(Source Document: Appendix X, Memorandum of Agreement Re: Pension Plan, Collective Agreement between Trent University and OPSEU, July 1, 2004 to June 30, 2007)

APPENDIX IV

MEMORANDUM OF UNDERSTANDING

Re: Student Employees

The University and the Union hereby understand and agree that:

- 1. Consistent with the recognition clause of the Collective Agreement (4.1) which excludes students including graduate students, and past practice, the employment of students to perform duties traditionally and customarily performed by students (referencing, for illustrative purposes, a listing of student employees dated February 16, 1995) - including but not limited to students employed under funding programmes such as the OWSP (Ontario Work Study Programme), and under both general operating and ancillary budgets - is outside the scope of the bargaining unit.**
- 2. Other than 1, above, and while acknowledging that student employees are not substitutes for, or alternatives to, bargaining unit employees, students may be employed outside the scope of the Collective Agreement (normally in positions which would have been in Bands 1 to 4, inclusive, if staffed by members of the bargaining unit) for periods of up to three (3) months to replace members of the bargaining unit absent on sick leave. The Union shall be advised of students so employed on a monthly basis.**
- 3. Other than 1 and 2, above, and without reducing the regular hours of staff members holding regular or recurring appointments, students may be employed outside the bargaining unit for up to a maximum of ten (10) hours per week during the period September 1 to April 30, inclusive. During the period May 1 to August 31, inclusive, students may be employed outside the bargaining unit in part-time or full-time capacity.**
- 4. Where students are employed under paragraph 2, above, regular employees laid off under the terms of the Collective Agreement may, on the basis of seniority, elect to assume such employment for the duration of the assignment, within the scope of the Collective Agreement, provided such regular employee possesses the minimum required qualifications including education, experience, and the ability to perform the duties of the job.**
- 5. Notwithstanding the fact that students, including Graduate Students, are excluded from the bargaining unit, a student selected and appointed by the University to a contract appointment, other than in paragraphs 1, 2, or 3, above, will be within the scope of the bargaining unit for the duration of the appointment.**
- 6. The University shall provide to the Union comprehensive listings of student employees twice yearly (February and August) indicating title, department/location, and rate of pay.**

APPENDIX V

MEMORANDUM OF UNDERSTANDING

Re: Tracking and Quantification of Student Employees

Entirely without prejudice to the University's position, except as provided in the Memorandum of Understanding (Appendix IV), that students, including graduate students, are excluded from the Collective Agreement, the parties agree to refer the questions of tracking and quantification of student employees, via Payroll or other systems, to the Joint Committee.

APPENDIX VI

LETTER OF UNDERSTANDING

- Between -

Trent University

- And -

The Ontario Public Service Employees' Union and its Local 365

Re: Article 17 – Job Classification

This document is to clarify the process defined in Article 17.9 Classification Reviews, and Article 17.10 Referral to Arbitration, as agreed upon by the parties on January 14th, 2002.

- 1) Article 17.10 states that, “An employee who is in a position which has been subject to the procedures outlined in 17.9 above, and who is not satisfied with the decision of the Joint Job Evaluation Committee, may file a grievance directly in writing, within thirty (30) working days of the JJEC decision, to an Arbitrator mutually agreed upon by both parties and copied to Department of Human Resources ...”.
 - a) Once an employee receives and is not in agreement with the decision of the Joint Job Evaluation Committee, he/she may file a grievance directly to arbitration by completing a grievance form at the OPSEU, Local 365 office.
 - b) The employee will have thirty (30) working days from the receipt of JJEC’s decision to file a submission.

- 2) As prescribed in 17.11, “The arbitration shall be limited to the consideration of those relevant facts submitted for review to the Joint Job Evaluation Committee.”, the submission may include any additional information given to the Committee during the review process .
 - a) The grievance should be limited to the employee’s perceived misapplication of the Tool by the JJEC, and should not be a denigration of the joint process itself.
 - b) Only those factors that are being contested, and the substantive basis on which the claim is advanced should be included.
 - c) The grievance will be referred directly to the OPSEU office, where an OPSEU representative will refer the written submission to the Arbitrator.
 - d) The Department of Human Resources will be copied on the submission and the application for Arbitration.

- e) **An Employer representative will also submit a written submission explaining the decision of JJEC. This will be limited to those facts reviewed by the Committee, including any verbal submissions by the employee or their supervisor.**
- 3) **“...The arbitrator may issue a decision in writing, or by meeting with the parties at the next quarterly meeting, or at their earliest available date acceptable to the parties...”**
 - a) **Each of the parties will be afforded a maximum of thirty (30) minutes when making their submissions to the Arbitrator.**
 - b) **The grievor will be make their submission first, and the Chief Steward and/or the Union Steward from their area will provide support during the process. It is further understood that the Regional OPSEU Representative may attend so that he/she may oversee the proceedings to ensure bargaining members’ rights and the integrity of the joint process.**
 - c) **The experienced JJEC Employer representative will respond with the experienced JJEC Union representative in attendance.**
- 4) **It is anticipated that the arbitrator will be able to hear four (4) cases per quarterly meeting. If at the time of the regularly scheduled meeting, the number of classification grievances outstanding is less than four, the cases will be deferred until the next meeting date, with no one single case waiting longer than a 6-month period.**
- 5) **Once the arbitrator has made a decision on the matter, “ A brief written notice of his/her decision will be issued within ten (10) working days of the hearing.”**
- 6) **Finally, the parties agree to revisit the process outlined above after the first trial case has been heard.**

Signed at Peterborough this 8th day of February 2002.

APPENDIX VII

Memorandum of Agreement

Re: Pension Plan and Retiree Health Care Reimbursements

1. Reduced Early Retirement Provision

For retirement during and after the term of this Agreement under the Pension Plan's reduced early retirement provision, the following reductions will apply:

- (i) For active members of the Pension Plan who as of July 1, 2007 are within 10 years of their normal retirement date, 4% per year from the earlier of a member's unreduced early retirement date and normal retirement date.
- (ii) For all other active members, 6% per year from the earlier of a member's unreduced early retirement date and normal retirement date.

2. Indexation Provisions

For members who retire or terminate on or after July 2, 2007, the indexation provisions will be as follows:

- (i) Pension benefits will be increased as of each July 1st by the amount of indexation that can be provided by the Cumulative Excess Investment Earnings of the pension fund, where Cumulative Excess Investment Earnings are defined as in (ii) below.
- (ii) Cumulative Excess Investment Earnings are equal to the percentage value that is the cumulative excess/deficiency of the average annualized rate of return on the pension fund (on a market value basis), net of fund expenses, above/below 6.50% for the applicable period, as described below, ending on the immediately preceding March 31st. The starting measurement date for the rate of return and the cumulative excess/deficiency will be April 1, 2007. For each of the 12-month periods starting April 1st in the period from April 1, 2007 to March 31, 2010, the rate of return used in the calculation will be for the 12-month period ending on the immediately preceding March 31st and thereafter the rate of return used in the calculation will be determined over the four-year period ending on the immediately preceding March 31st.
- (iii) Increases to pensions in payment as of July 1st will not exceed 50% of the annual increase in the Consumer Price Index determined as of the immediately preceding March 31st. For increases to deferred vested pensions, the increase will not exceed 50% of the lesser of the increase in the Consumer Price Index and the increase in the Average Industrial Wage, both determined as of the preceding March 31st.
- (iv) Where the Cumulative Excess Investment Earnings are more than sufficient to provide the above indexation in a Plan Year (as defined under the Pension Plan), the excess will be used to provide increases in respect of any one or more of the

previous five Plan Years, up to the maximum amounts shown in (iii), applied in reverse chronological order.

- (v) The percentage expended on indexation in (iii) and (iv) above will be deducted from the Cumulative Excess Investment Earnings.
- (vi) If the Cumulative Excess Investment Earnings are negative, there will be no indexation; however, there will be no reduction in pension benefits.
- (vii) To the extent that the surplus as of a valuation date exceeds a contingency reserve, the surplus in excess of the contingency reserve will be available for further surplus-based indexation subject to the following:
 - The contingency reserve shall be 5% of the Pension Plan liabilities.
 - The Pension Plan liabilities for purposes of determining the surplus and contingency reserve shall include the indexing reserve included in the actuarial valuation.
 - Any surplus-based indexation shall not result in the surplus decreasing below the level of the contingency reserve or shall not create a solvency deficiency.
 - No surplus-based indexation will be granted if there is a solvency deficiency as of the valuation date.

For clarity, the existing indexation provisions under the Pension Plan will continue to apply to members who retired or terminated up to and including July 1, 2007.

3. Member Required Contributions

Member required contributions will increase from 6.0% of Earnings (as defined under the Pension Plan) to 6.50% of Earnings, effective January 1, 2008.

4. University Contributions

For each Plan Year during the term of this Agreement, the University will contribute to the Pension Plan an amount equal to the minimum required contribution under the Pension Benefits Act (Ontario), determined without application of any going concern surplus. If the minimum required contribution to the Pension Plan is less than 10.25% of Earnings, the excess of 10.25% of Earnings over the minimum required contribution will be directed to the Stabilization Fund.

Any amounts directed to the Stabilization Fund under this Section will be tracked separately and will be available to satisfy any solvency special payments required to be made by the University to the Pension Plan.

5. Credits For Special Payments

Any special payments made by the University in a Plan Year in connection with a going concern unfunded liability and/or solvency deficiency can be used as a credit against University contributions in any of the following 10 Plan Years provided that the use of any such credit does not create or increase a going concern unfunded liability and/or solvency

deficiency. This provision shall not apply to any solvency special payments made from the Stabilization Fund under Section 5 above.

6. Health Care Reimbursements

For members of the Pension Plan as of July 1, 2007 who subsequently elect early retirement under the Pension Plan and who have 10 or more years of continuous service with the University on their early retirement date, the University will provide a health care account between their date of retirement and age 65 under the terms and conditions below:

- (i) This non-bankable fund will be used to reimburse eligible retirees and their spouse for eligible health-related expenses, including health care premiums, as defined under the Income Tax Act. Reimbursements will be made from the funds set aside in the Stabilization Fund, unless there are not sufficient funds in the Stabilization Fund, in which case, reimbursement will be made by the University.
- (ii) The health care account will be created annually for each eligible retiree for the period from July 1st to the following June 30th (the "plan year") in the amount of \$750 for a retiree without a spouse at the beginning of the plan year and \$1,500 for a retiree with a spouse at the beginning of the plan year, subject to the adjustments in (iii) and (iv) below for partial years.
- (iii) For a member who retires in the second six months of the plan year, the amount for that plan year will be one half of the amount in (ii).
- (iv) In a plan year in which an eligible retiree attains age 65, if the retiree attains age 65 in the first six months of the plan year, the amount for that plan year will be one half of the amount in (ii). If the retiree attains age 65 in the second six months of the plan year, the amount for that plan year will be the amount in (ii).
- (v) The health care account will cease at the earlier of the retiree's death or the end of the month in which the retiree attains age 65.
- (vi) Deferred pensioners who commence their pension before age 65 are ineligible for this health care account.

For clarity, for retirees up to and including July 1, 2007, the health care reimbursements will continue to be made in accordance with the Agreement in effect up to June 30, 2007.

Signed at Peterborough this 21st day of November 2007.

APPENDIX VIII

LETTER OF UNDERSTANDING

- Between -

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

- And -

**THE ONTARIO PUBLIC SERVICE EMPLOYEES' UNION, LOCAL 365
(hereinafter referred to as "the Union")**

Re: Restructuring

The Employer shall consult with the Union regarding any restructuring which directly affects OPSEU positions insofar as practical and reasonable in advance of advising staff of any anticipated change.

Signed at Peterborough this 1st day of June 2004.

APPENDIX IX

LETTER OF UNDERSTANDING

- Between -

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

- And -

**THE ONTARIO PUBLIC SERVICE EMPLOYEES' UNION, LOCAL 365
(hereinafter referred to as "the Union")**

Re: College Residence Life Coordinators – Essential Workers

Given that the position of College Residence Life Coordinator is a live-in position that requires the incumbent to be on-call and available 24 hours on a rotational basis to be responsible for students in residence, they are to be considered as essential workers in the event of an OPSEU labour dispute.

For the duration of the labour dispute, these employees will perform only the duties of their OPSEU positions.

Signed at Peterborough this 12th day of October 2007.

APPENDIX X

LETTER OF UNDERSTANDING

- Between -

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

- And -

**THE ONTARIO PUBLIC SERVICE EMPLOYEES' UNION, LOCAL 365
(hereinafter referred to as "the Union")**

RE: Pension Plan funding shortfall

The Parties agree that the Pension Subcommittee as constituted under section 16.01 (b) of the Pension Plan will be directed to address any Plan funding shortfall. If a short fall exists potential remedies to be examined may include increased employee and employer contributions and/or future benefit reductions.

The committee will consult with the University Actuary and Pension Advisor from OPSEU corporate. A plan will be developed by January 30, 2012 to take effect July 1, 2012. This plan will be subject to ratification by the membership and the Board of Governors.

Any costs incurred as part of this process must be jointly agreed to by the parties.

Signed at Peterborough this 17 day of September 2010.

APPENDIX XI

LETTER OF UNDERSTANDING

- Between -

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

- And -

**THE ONTARIO PUBLIC SERVICE EMPLOYEES' UNION, LOCAL 365
(hereinafter referred to as "the Union")**

RE: Joint Committee – Subcommittee on LTD

The Parties agree that a Subcommittee of the Joint Committee, consisting of two union representatives and two management representatives, will meet to review, explore, and discuss issues around the OPSEU LTD plan. The subcommittee shall advise OPSEU and the Administration of any proposed recommendations in advance of the next collective bargaining process.

Any costs incurred as part of this process must be jointly agreed to by the parties.

Signed at Peterborough this 21st day of November 2007.

APPENDIX XII

LETTER OF UNDERSTANDING

- Between -

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

- And -

**THE ONTARIO PUBLIC SERVICE EMPLOYEES' UNION, LOCAL 365
(hereinafter referred to as "the Union")**

RE: No Layoffs

For the duration of the 2010-2012 Collective Agreement, the Parties agree to the following:

- 1. The employer will not declare any positions currently held by an active OPSEU member, as of the signing of this agreement, redundant.**
- 2. There shall be no permanent layoffs for the term of the Collective Agreement. A layoff shall be defined as: any action which would otherwise invoke Article 11.4 through 11.7, except that annually the employer may offer a voluntary retirement or voluntary exit incentive.**
- 3. If the employer chooses not to fill a vacancy and to redistribute the work performed by the previous incumbent in the vacant position the University shall provide a restructuring plan to the Union within 30 days of the position being vacated. Such plan shall identify and include the redistribution of the duties of the position.**
- 4. No employee shall see a reduction in their number of hours of work as at the signing of, and the duration of this current agreement, unless by mutual consent of the parties.**

Signed at Peterborough this 17 day of September 2010.

APPENDIX XIII

LETTER OF UNDERSTANDING

- Between -

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

- And -

**THE ONTARIO PUBLIC SERVICE EMPLOYEES' UNION, LOCAL 365
(hereinafter referred to as "the Union")**

RE: LTD Benefits

The parties agree, for the duration of this agreement only, to the following:

- 1. Effective July 1, 2010, the Employer agrees to pay fifty percent (50%) of LTD premiums for OPSEU members.**
- 2. Effective July 1, 2011 the Employer agrees to pay seventy five percent (75%) of LTD premiums for OPSEU members.**
- 3. The parties agree that a Subcommittee of Joint Committee, consisting of two Union representatives and two management representatives, will meet to review, explore, and discuss issues around the OPSEU LTD plan. The subcommittee shall advise OPSEU and the Administration of any proposed recommendations in advance of the next Collective Bargaining process.**
- 4. In an effort to ensure improvements in LTD experience, the Union agrees to support the Employer's engagement of the services of an Occupational Health Nurse to assist with successful return to work planning.**

Signed at Peterborough this 17 day of September 2010.

APPENDIX XIV

LETTER OF UNDERSTANDING

- Between -

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

- And -

**THE ONTARIO PUBLIC SERVICE EMPLOYEES' UNION, LOCAL 365
(hereinafter referred to as "the Union")**

RE: Oshawa Campus Article-11.2

The parties agree that should the operations of the Oshawa campus expand such that there is a requirement for a fulltime equivalent OPSEU position (40 hours per week) in one of the existing OPSEU positions, the University will comply with the provisions existing under Article 11.2.

Signed at Peterborough on this 17 day of September 2010.

APPENDIX XV

LETTER OF UNDERSTANDING

- Between -

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

- And -

**THE ONTARIO PUBLIC SERVICE EMPLOYEES' UNION, LOCAL 365
(hereinafter referred to as "the Union")**

RE: Lieu Time

The parties agree that Human Resources will meet with the executive of OPSEU in January 2011 to discuss the reporting capacity of the new HRIS Ceridian system relative to OPSEU request for information regarding accrued lieu time.

Signed at Peterborough on this 14 day of September 2010.

APPENDIX XVI

LETTER OF UNDERSTANDING

- Between -

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

- And -

**THE ONTARIO PUBLIC SERVICE EMPLOYEES' UNION, LOCAL 365
(hereinafter referred to as "the Union")**

RE: Benefits for Active OPSEU employees over age 65

- 1. Health and Dental coverage will be extended, as per the existing OPSEU group benefit plan for those employees 65 and over so long as the employee remains employed in a regular OPSEU position for more than seventeen and one half (17.5) hours per week. Eligibility will be subject to Article 14.1.**
- 2. The parties agree to discuss the feasibility of Long Term Disability and Life Insurance Benefits for active OPSEU employees 65 and over during the term of this Collective Agreement. Recommendations will be forwarded to Joint Committee in advance of Collective Bargaining.**

Signed at Peterborough on this 17 day of September.

SCHEDULE A

SALARY GRID - YEAR I and II - July 1, 2010 to June 30, 2012 (Based on 35 hours per week)

Note: Initial calculations are based on Monthly Salary figures. Annual Salary = Monthly x 12;
Hourly rate = Annual divided by 1820. Annual rounded to nearest dollar

BAND #	POINT RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Annual Salary (Based on 35 hours per week)								
1	-131	27,909	28,692	29,498	30,325	31,176	32,051	32,951
2	132-163	30,325	31,176	32,051	32,951	33,875	34,826	35,803
3	164-195	32,951	33,875	34,826	35,803	36,808	37,841	38,903
4	196-227	35,803	36,808	37,841	38,903	39,994	41,117	42,271
5	228-259	38,903	39,994	41,117	42,271	43,457	44,676	45,930
6	260-291	42,271	43,457	44,676	45,930	47,219	48,544	49,906
7	292-323	45,930	47,219	48,544	49,906	51,307	52,747	54,227
8	324-355	49,906	51,307	52,747	54,227	55,748	57,313	58,921
9	356-387	54,227	55,748	57,313	58,921	60,575	62,275	64,022
10	388-419	58,921	60,575	62,275	64,022	65,819	67,666	69,565
11	420-451	64,022	65,819	67,666	69,565	71,517	73,524	75,587
12	452-483	69,565	71,517	73,524	75,587	77,708	79,889	82,131
13	484-515	75,587	77,708	79,889	82,131	84,435	86,805	89,241

Monthly Salary (Based on 35 hours per week)								
1	-131	2,325.77	2,391.01	2,458.13	2,527.11	2,598.01	2,670.92	2,745.89
2	132-163	2,527.11	2,598.01	2,670.92	2,745.89	2,822.92	2,902.17	2,983.59
3	164-195	2,745.89	2,822.92	2,902.17	2,983.59	3,067.32	3,153.39	3,241.88
4	196-227	2,983.59	3,067.32	3,153.39	3,241.88	3,332.86	3,426.39	3,522.55
5	228-259	3,241.88	3,332.86	3,426.39	3,522.55	3,621.39	3,723.03	3,827.49
6	260-291	3,522.55	3,621.39	3,723.03	3,827.49	3,934.90	4,045.34	4,158.86
7	292-323	3,827.49	3,934.90	4,045.34	4,158.86	4,275.56	4,395.56	4,518.92
8	324-355	4,158.86	4,275.56	4,395.56	4,518.92	4,645.70	4,776.08	4,910.10
9	356-387	4,518.92	4,645.70	4,776.08	4,910.10	5,047.89	5,189.57	5,335.19
10	388-419	4,910.10	5,047.89	5,189.57	5,335.19	5,484.89	5,638.81	5,797.06
11	420-451	5,335.19	5,484.89	5,638.81	5,797.06	5,959.77	6,126.99	6,298.93
12	452-483	5,797.06	5,959.77	6,126.99	6,298.93	6,475.67	6,657.42	6,844.23
13	484-515	6,298.93	6,475.67	6,657.42	6,844.23	7,036.29	7,233.75	7,436.72

Hourly Rate								
		1	2	3	4	5	6	7
1	-131	15.33	15.76	16.21	16.66	17.13	17.61	18.10
2	132-163	16.66	17.13	17.61	18.10	18.61	19.14	19.67
3	164-195	18.10	18.61	19.14	19.67	20.22	20.79	21.38
4	196-227	19.67	20.22	20.79	21.38	21.97	22.59	23.23
5	228-259	21.38	21.97	22.59	23.23	23.88	24.55	25.24
6	260-291	23.23	23.88	24.55	25.24	25.94	26.67	27.42
7	292-323	25.24	25.94	26.67	27.42	28.19	28.98	29.80
8	324-355	27.42	28.19	28.98	29.80	30.63	31.49	32.37
9	356-387	29.80	30.63	31.49	32.37	33.28	34.22	35.18
10	388-419	32.37	33.28	34.22	35.18	36.16	37.18	38.22
11	420-451	35.18	36.16	37.18	38.22	39.30	40.40	41.53
12	452-483	38.22	39.30	40.40	41.53	42.70	43.90	45.13
13	484-515	41.53	42.70	43.90	45.13	46.39	47.70	49.03

SCHEDULE B

BAND	POS	NO.	TITLE
2	L	48	Shelver
2	SB	24	Lead Hand Cleaner (Athletics)
2	SB	66	Caretaker
2	SB	73	Lighting/Maintenance Services Technician
2	SO	298	Clerk, Student Health Services
2	SO	350	Assistant Admissions Clerk
2	SS	48	Animal Care Assistant
3	L	5	Circulation Assistant Circ/Reserves
3	SB	64	Shipping/Receiving Driver
3	SO	206	Secretary, Indigenous Studies
3	SO	245	Program Assistant DSO
3	SO	278	Administrative Secretary, JBC-Oshawa
3	SO	279	Accounts Payable/Financial Services Clerk
3	SO	283	Clerk (Admissions - Education)
3	SO	284	Receptionist, Housing Services
3	SO	292	Clerk (Admissions)
3	SO	300	Records Clerk (RO)
3	SO	302	Office Clerk, ENLS
3	SO	324	Convocation Clerk
3	SO	331	Accounts Payable Assistant
3	SO	331-2	Assistant, Financial Aid Customer Service
3	SO	339	Secretary, School of Education
3	SO	352	Print Shop Operations Assistant
3	SO	353	Office Assistant, Facilities
4	A	193	ISW Week Coordinator
4	A	197	Assistant Coordinator, Bar Services
4	A	209	Assistant, Camps & Campus Recreation
4	C	59	Switchboard Operator/Equipment Circulation Coordinator
4	L	74	Microforms & Campus ID Card Coordinator
4	L	76	Library Services Assistant (Oshawa)
4	L	78	Client Support & Technical Services Assistant
4	SB	20	Mail Room Shipper/Receiver
4	SB	33	Grounds Keeper
4	SB	68	Porter
4	SO	6	Student Accounts Representative
4	SO	116	Medical Office Secretary
4	SO	185	Administrative Assistant/Secretary
4	SO	214	Administrative Assistant,
4	SO	231	Accounting Clerk
4	SO	237	Registrar's Service Representative
4	SO	264	Administrative Assistant, ASC
4	SO	280	Annual Giving Assistant
4	SO	293	System Support/Scheduling Assistant
4	SO	305	Collaborative Program Secretary
4	SO	310	Research Accounting Clerk
4	SO	311	Alumni Affairs Assistant (ERA)
4	SO	320	Capital Project Clerk
4	SO	323	Academic Camps Facilitator
4	SO	341	Admin Secretary, JBC Trent in Oshawa
4	SO	343	Member Services Agent
4	SO	348	New Student Advising Coordinator

4	SO	349	Assistant Academic Administrative Secretary PSYC
5	A	81	Program Coordinator (Ecuador)
5	A	155	Career Resource Advisor
5	A	159	Employer Services Advisor
5	A	181	Administrative Assistant, Trent/Fleming Nursing
5	A	205	Records/Registration Assistant Degree Audit/Tt
5	L	68	Information Services Assistant (Interlibrary loans]
5	L	71	Catalogue & Reserves Assistant
5	L	77	Circulation Services Assistant
5	SB	1	Library Facilities & Collections Coordinator
5	SB	52	Walkhome Coordinator
5	SB	58	Power House Operator/E&M Technician Assistant
5	SB	63	General Maintenance Assistant
5	SB	70	Relief Power House Operator/E&M Technician Assistant
5	SO	9	Print Shop Assistant
5	SO	15	Academic Admin Secretary HIST
5	SO	22	Academic Admin Secretary BIOL
5	SO	25	Academic Admin Secretary GEOG
5	SO	28	Academic Program Secretary CUST
5	SO	48	Academic Program Secretary COIS
5	SO	120	Academic/Administrative Secretary ANTH
5	SO	122	Administrative/Academic Secretary PSYC
5	SO	125	Academic Program Secretary ENLS
5	SO	154	Administrative Department Secretary ENGL
5	SO	160	Administrative Assistant PHYR
5	SO	168	Academic/Administrative Program Secretary BUSA
5	SO	178	Academic Program Secretary (CDS)
5	SO	193	Purchasing Assistant
5	SO	196	Academic/Administrative Secretary CHEM
5	SO	197	Academic Secretary (Sociology)
5	SO	200	Financial Aid Assistant (OSAP)
5	SO	205	Academic Administrative Secretary GEOG
5	SO	209	Secretary/Administrative Assistant (Counselling)
5	SO	211	Administrative Secretary (JBC)
5	SO	216	Academic/ Administrative Secretary (CSP)
5	SO	229	Academic/Administrative Secretary TCPS
5	SO	232	Senior Accounts Payable/ Purchasing Asst.
5	SO	252	Financial Aid Assistant (Bursary)
5	SO	253	Administrative Assistant INDG Grad/ Undergrad
5	SO	256	Financial Officer, INDG
5	SO	268	Collections Officer – FNSV
5	SO	272	Junior Buyer
5	SO	273	Administrative Secretary, ANTH Grad Program
5	SO	275	Program Secretary (School of Ed)
5	SO	279	Accounts Payable/ Financial Services Clerk
5	SO	288	Academic/Administrative Secretary AMOD
5	SO	289	Administrative Assistant - Associate Dean (Science)
5	SO	290	Academic/Administrative Secretary FORS
5	SO	310	Research Accounting Clerk
5	SO	311	Alumni Affairs Assistant
5	SO	317	Academic/Administrative Secretary Grad ENG&HIST
5	SO	329	Major Gifts & Stewardship Assistant ERA
5	SO	335	Work Order Dispatcher

5	SO	340	Administrative Assistant, Distance Education & College Partnerships/ JBC
5	SS	37	Animal Care Technician
6	A	158	Placement Officer
6	A	163	Residence Assignments Coordinator
6	A	194	Coordinator, Hospitality Services
6	A	195	Assistant, Trent- ESL Recruitment TIP
6	L	12	Maps / GIS Technologies Assistant
6	L	36	Assistant Circulation Coordinator
6	L	41	Library Electronic Serials Cataloguing & Binary Assistant
6	L	53	Serials Assistant, Acquisitions & Budget
6	SB	50	Lead Hand Groundskeeper
6	SO	31	College Assistant (TC)
6	SO	32	College Assistant (PGC)
6	SO	33	College Assistant (LEC)
6	SO	34	College Assistant (OC)
6	SO	35	College Assistant (CC)
6	SO	98	Administrative Assistant, TIP
6	SO	133	Engineering Assistant
6	SO	207	Donations Management Coordinator-Development
6	SO	258	Assistant, Study Abroad, TIP
6	SO	265	Administrative Assistant/Research Centre Coordinator
6	SO	291	Scholarships & Bursary Liaison Officer
6	SO	304	Educational Access Assistant
6	SO	325	Academic/Administrative Secretary (AHCL & POST)
6	SO	326	Academic/Administrative Secretary MATH & ECON
6	SO	327	Academic/Administrative Secretary (WMST & PHHIL)
6	SO	342	Academic/Administrative Secretary (MLL&QTED)
6	SO	345	Financial Aid Scholarship & Bursary Specialist
6	SS	55	Chemical Technician
7	A	5	Aquatics Supervisor
7	A	90	Enrolment Advisor Liaison/Recruitment
7	A	104	Registration and Records Coordinator
7	A	123	Conference Services Coordinator
7	A	143	Departmental Coordinator (SOCl)
7	A	144	Liaison and Admissions Officer
7	A	145	College Residence Life Coordinator (HOUS)
7	A	146	Enrolment Management Assistant Education
7	A	148	Admissions Co-ordinator
7	A	152	Campus Programs Coordinator
7	A	167	Placement Officer [Forensics]
7	A	173	Registration/Data Management Officer GRAD
7	A	196	Admissions Officer (RO)
7	A	199	International Enrolment Advisor, TIP
7	A	206	Coordinator, CAST Network, Frost Centre
7	A	208	College Residence Life Coordinator-Special Projects
7	A	210	International Student Advisor
7	A	212	Fitness / Lifestyle Coordinator
7	C	52	Web Information Officer
7	C	57	Telecommunications Analyst/Clerk
7	L	20	Circulation Department Coordinator
7	L	61	Budget Manager, Library Acquisitions
7	L	72	Special Collections & Art Collection Coordinator, Archives

7	L	79	Media & Cataloguing Coordinator
7	SB	53	Preventative Maintenance Coordinator
7	SB	74	Coordinator of Maintenance/ Pool Operator
7	SO	191	Buyer
7	SO	287	Transfer Credit Coordinator
7	SS	7	Lab Demonstrator (Chemistry)
7	SS	10	Cartographic/Photographic Technician
7	SS	18	Teaching Assistant (PSYC)
7	SS	30	Demonstrator (Physics)
7	SS	42	Demonstrator/Technician (BIOL)
7	SS	54	Teaching Assistant (Admin Stud) SS
7	SS	60	Teaching Assistant (Admn Std) Accounting SS
7	SS	61	Teaching Assistant (Admn Std) Issues &Skills
7	SS	65	Demonstrator/Technician (FORS)
7	SS	68	Laboratory Technician - Nursing
8	A	79	Coordinator of Annual Giving
8	A	80	Academic Program Coordinator
8	A	83	Program Assistant-Trent-Queen's Teacher Ed
8	A	114	Graduate Studies Officer
8	A	122	Cultural Advisor
8	A	126	Scheduling Officer
8	A	137	Student Success Coach/Learning Strategist
8	A	139	Department Coordinator (Psychology)
8	A	161	Research Project Officer – Pre
8	A	168	Disability Advisor/Academic Coach (DSO)
8	A	175	Career Counsellor
8	A	178	Restricted Funds Accountant
8	A	180	Sustainability Coordinator
8	A	185	Chapter Relations & Alumni Coordinator
8	A	203	Coordinator, Camps & Campus Recreation ATHL
8	A	207	Compliance Officer
8	A	211	Coordinator Marketing & Communications
8	C	33	Microcomputer Tech (Science
8	C	37	Communications Networking Co-ordinator
8	C	38	Finance Systems Co-ordinator
8	L	49	Catalogue Coordinator &Senior Reference Assistant, Government Publications
8	L	56	Library Systems Administrator
8	L	61	Technical Services Budget Manager, Acquisitions & Information
8	L	70	Data Tech, MaDGIC Maps, Data & Government
8	L	75	Library Service Coordinator (Oshawa)
8	SB	37	Locksmith
8	SB	78	Preventative Maintenance Team Leader
8	SO	234	Assistant Manager of Accounting Services
8	SO	261	Research Accounting Assistant
8	SO	277	Financial Aid Officer
8	SS	38	Science Stores Manager/Chemistry Technician
8	SS	45	Electron Microscopy/Cell Biology Technician
8	SS	49	Chemistry & Instrument Technician/Demonstrator
8	SS	59	Demonstrator/Technician(COIS)
8	SS	64	Demonstrator, School of Ed
8	SS	66	Science Facilities Assistant
8	SS	69	Demonstrator/Technician (ANTH)

9	A	1	Print Shop Manager
9	A	62	International Programs & Services Manager
9	A	102	Senior Admissions Officer
9	A	138	Adaptive Technologist - DSO
9	A	170	Senior Records Officer (RO)
9	A	182	Placement/Lab Coordinator Nursing
9	A	186	Academic Skills Instructor
9	A	201	Trent-ESL Instructor, TIP
9	A	202	ESL Instructor/Curriculum Coordinator, TIP
9	C	46	Help Desk Support Analyst
9	C	47	WEB CT Administrator/Coordinator/Developer
9	C	55	Enterprise Desktop Specialist
9	L	34	Interlibrary Loans Coordinator
9	SB	60	Electrical & Mechanical Technician
9	SS	1	Supervisor of Animal Care Facilities
9	SS	36	Demonstrator/Technician (ERST)
9	SS	40	Senior Lab Demonstrator (CHEM)
9	SS	46	Electronics Technician
9	SS	53	Lab Technician/Demonstrator ERS
9	SS	63	Machine Shop Technician
10	A	78	Aboriginal Counsellor
10	A	121	Coordinator, Instructional Development Centre
10	A	191	Senior Academic Skills Instructor
10	C	45	Web Developer/New Media Designer
10	SS	9	Senior Technician/Demonstrator GEOG
10	SS	27	Senior Lab Demonstrator (PHYS)
10	SS	39	Senior Demonstrator/Budget Manager BIOL
11	A	2	Managing Editor, JCS
11	C	6	Analyst/Programmer
11	C	24	Manager, Administration and Information Services
11	C	34	Applications Systems Administrator
12	C	43	Senior Network Analyst [C29]
11	C	49	Network Systems Specialist
11	SB	69	General Maintenance Lead Hand
11	SS	51	Science Facilities Manager
12	SB	42	Energy Management Technician
13	A	113	Coordinator, Research & Grad Studies

THIS COLLECTIVE AGREEMENT


SIGNED AT PETERBOROUGH, ONTARIO

THIS 24th DAY OF NOVEMBER, 2010


For the University:


For the Union:

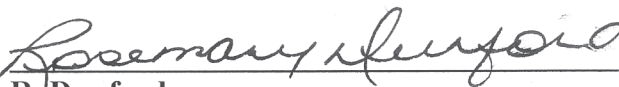

S. Franklin
President and Vice-Chancellor


W. Thomas
OPSEU President



D. O'Leary
Vice President (Administration)

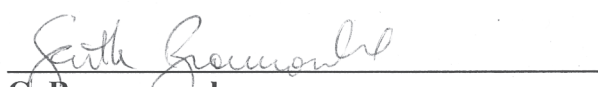

T. Marston
OPSEU Negotiator


S. Williams
Associate Vice President (Human Resources)

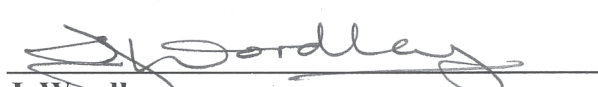

R. Dunford
President, Local 365


J. Muldoon
Negotiating Committee



R. MacDonald
Negotiating Committee



G. Brownscombe
Negotiating Committee


D. Brown
Negotiating Committee


J. Wordley
Negotiating Committee


S. Daniels
Negotiating Committee


M. Willson
Negotiating Committee


D. Earle
Negotiating Committee


D. Den Boer
Negotiating Committee


B. Casey
Local Services Supervisor