

COLLECTIVE AGREEMENT

between



TRENT UNIVERSITY

and



CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3908 (UNIT 2)

September 1, 2014 to August 31, 2017

Contents

ARTICLE 1- PURPOSE.....	3
ARTICLE 2- DEFINITIONS.....	4
ARTICLE 3- MANAGEMENT RIGHTS.....	5
ARTICLE 4- RECOGNITION.....	6
ARTICLE 5- DISCRIMINATION AND/OR HARASSMENT.....	7
ARTICLE 6- UNION REPRESENTATION.....	9
ARTICLE 7- NEGOTIATING COMMITTEE.....	12
ARTICLE 8- DUES AND CHECK OFF.....	13
ARTICLE 9- STRIKE OR LOCKOUT.....	15
ARTICLE 10- INFORMATION AND FACILITIES.....	16
ARTICLE 11- OFFICE WORK SPACE AND FACILITIES.....	17
ARTICLE 12- DISCIPLINE.....	18
ARTICLE 13- PROBATIONARY PERIOD.....	21
ARTICLE 14- GRIEVANCE PROCEDURE.....	22
ARTICLE 15- ARBITRATION/ MEDIATION.....	25
ARTICLE 16- ACADEMIC FREEDOM.....	26
ARTICLE 17- POSITION DEFINITIONS.....	27
ARTICLE 18- POSTINGS AND APPOINTMENTS.....	29
ARTICLE 19- HOURS OF WORK AND WORK ASSIGNMENTS.....	31
ARTICLE 20- HOLIDAYS.....	33
ARTICLE 21- LEAVES.....	34
ARTICLE 22- HEALTH AND SAFETY.....	37
ARTICLE 23- WAGES.....	38
ARTICLE 24- DURATION OF THE AGREEMENT.....	39
ARTICLE 25 – FILES AND FILE RETENTION.....	40
APPENDIX A- WAGE RATES.....	41
APPENDIX B- COUNSELLING SERVICE.....	42
APPENDIX C- INTELLECTUAL PROPERTY MANAGEMENT POLICY.....	43
APPENDIX D - PROFESSIONAL DEVELOPMENT AND EMPLOYEE ASSISTANCE FUND.....	44
APPENDIX E- Ph.D. STUDENT INSTRUCTORSHIP.....	45
APPENDIX F- EMPLOYMENT EQUITY INFORMATION.....	46

APPENDIX G- HEALTH BENEFIT REIMBURSEMENT.....	47
APPENDIX H- GTA ASSIGNMENT.....	48
APPENDIX I- TIME ALLOCATION GUIDELINE.....	49

ARTICLE 1- PURPOSE

1.01 The purpose of this Agreement is:

- (a) to establish and maintain an orderly employment relationship between the Employer and its employees represented by the Union;
- (b) to provide a clear definition of the conditions of employment;
- (c) to provide mechanisms for the prompt and equitable settlement of non- academic grievances;
- (d) to promote cooperation and understanding between the Employer and its employees;
- (e) to recognize the mutual value of joint discussions and negotiations;
- and
- (f) to encourage a climate of mutual respect and good faith.

1.02 The parties agree to foregoing and following provisions which shall supersede all previous agreements between the Employer and the employees represented by the Union.

ARTICLE 2- DEFINITIONS

- 2.01 Where required herein, the pronouns “they” and “them” and the corresponding possessive adjective “their” shall be understood as used to designate a person of any gender or sex.
- 2.02 For the purpose of interpretation of this Agreement, the following definitions will apply:
- (a) “*Agreement*” means this Collective Agreement between the Union and the Employer;
 - (b) “*Employer*” means Trent University, the body corporate defined by the *Trent University Act* (1962-3), and any person(s) authorized to act on its behalf;
 - (c) “*Union*” means the Canadian Union of Public Employees and its Local 3908, Unit 2, and any person(s) duly authorized to act on its behalf;
 - (d) “*Bargaining unit*” means the unit defined in the decision of the Ontario Labour Relations Board, as set out in Certificate Number 4836-97-R, dated April 9th, 1998;
 - (e) “*Parties*” means the Union and the Employer, as defined in this article;
 - (f) “*Employee*” means a person included in the bargaining unit as defined in Article 4 (Recognition) of this Agreement;
 - (g) “*Supervisor*” means the person directly responsible for the assignment and direction of work;
 - (h) “*Student*” means a person who is a registered student at Trent University, including those on approved leave of absence;
 - (i) “*Working day*” is a regular business day, exclusive of weekends, statutory holidays, and other holidays recognized by the University or outlined in this Agreement;
 - (j) “*Department*” means Academic Department or Program at Trent University;
 - (k) “*Chair*” or “*Director*” means the Chair or Director of an Academic Department or Program at Trent University;
 - (l) “*Board*” means the Board of Governors of Trent University, as provided for by the *Trent University Act* (1962-3) and/or any person(s) authorized to act on its behalf;
 - (m) “*Academic Term (or) Session*” is as defined in the Trent University Calendar;
 - (n) “*Writing*” in the context of communication between the Employer, employee(s) and/or the Union shall include email correspondence, hard-copy letter and PDF, unless a signed hard

copy is required, as specified in the provisions of the Collective Agreement.

ARTICLE 3- MANAGEMENT RIGHTS

- 3.01 The Union recognizes the rights, powers and responsibilities of the Employer to operate and manage, the University in accordance with the *Trent University Act* (1962-3). It is agreed that all inherent, statutory and common law management functions and prerogatives which are not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Employer. The Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, discipline, and efficiency;
 - (b) Hire, appoint, re-appoint, not appoint, assign, promote, demote, classify, transfer, lay-off, recall, and direct employees;
 - (c) Demote, suspend, discharge or otherwise discipline employees for just cause;
 - (d) Determine the nature and kind of business conducted by the University, the kinds and locations of equipment used, materials used, the methods and techniques of work, the schedules and hours of work, the number of personnel to be employed, classifications and qualifications for positions, and the extension, limitation, curtailment or cessation of operations;
 - (e) Put into effect, enforce, and alter fair and reasonable policies, rules, and regulations governing the conduct of the Employer and the Employees.
- 3.02 Management shall exercise its rights in a manner that is reasonable and consistent with the terms of this Agreement.

ARTICLE 4- RECOGNITION

4.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees registered as students at Trent University who are regularly employed for not more than 24 hours per week as Teaching Assistants, Academic Assistants, Markers, Proctors, Lab Demonstrators or Lab Advisors in the Academic Programs at Peterborough and at the Oshawa locations, save and except any employees for whom a trade union held bargaining rights on March 17, 1998.

4.02 The Employer hereby agrees to negotiate with the Union, or any of its authorized representatives, concerning all matters arising from the administration of this agreement.

For purposes of clarity, Research Assistants are not included in the bargaining unit.

For purposes of clarity, students employed in the delivery of non-credit courses, with the exception of students employed as Lab Advisors in the Department of Information Technology, are not included in the bargaining unit.

4.03 Employees who are also appointed to the Board of Governors and who would otherwise be included in the bargaining unit will not be included in the bargaining unit during their term of appointment to the Board of Governors.

4.04 No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. Neither shall the Employer meet with any employee or group of employees undertaking to represent the Union without the authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall speak for the Union, as per article 6.02.

No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives that conflicts with the terms of this Collective Agreement.

ARTICLE 5- DISCRIMINATION AND/OR HARASSMENT

5.01 The Employer and the Union agree that every employee has the right to freedom from discrimination and harassment in any matter related to their terms and conditions of employment by reason of the grounds defined in the Ontario Human Rights Code:

- (a) Age
- (b) Ancestry
- (c) Citizenship
- (d) Colour
- (e) Creed (religion or system of beliefs)
- (f) Disability (including mental, physical, developmental and learning disabilities)
- (g) Ethnic origin
- (h) Family status (such as being in a parent-child relationship)
- (i) Gender identity, gender expression
- (j) Marital status (including married, single, widowed, divorced, separated or living in a conjugal relationship outside of marriage, whether in a same sex or opposite sex relationship)
- (k) Place of origin
- (l) Race
- (m) Receipt of public assistance (in housing only)
- (n) Record of offences (criminal conviction for a provincial offence, or an offence for which a pardon has been received in employment only)
- (o) Sex (including pregnancy and breastfeeding)
- (p) Sexual orientation

Further, the Parties agree not to discriminate on the basis of the number of dependents, native language, Acquired Immune Deficiency Syndrome (AIDS), or AIDS related illness, political affiliation, identification as transgendered, nor by reason of membership or non-membership or activity or lack of activity in the Union.

5.02 Harassment

.01 Harassment: means a course of vexatious comment or conduct that is based on a protected ground that is known, or ought reasonably to be known, as unwelcome. A single incident, if sufficiently serious may constitute harassment. Examples include: singling out, humiliating, ridiculing or demeaning a person based on a protected ground;

display or circulation of materials based on a protected ground that would reasonably be interpreted as humiliating or threatening.

.02 Sexual and Gender Harassment: is a form of harassment that can include: comments about an individual's physical characteristics; demeaning remarks, threats or taunting based on gender; demands for dates or sexual favours. Sexual solicitations or advances made by a person in a position to grant or deny a benefit or advancement, where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome, is prohibited. Further, a reprisal or threat of reprisal, for rejection of sexual solicitation or advance, where the reprisal is made or threatened by a person in a position to grant or deny a benefit or advancement, is prohibited. Relationships between faculty and students, or supervisors and subordinates are susceptible to exploitation. This policy is not designed to inhibit normal social relationships. A person entering into or involved in a sexual relationship with a consenting adult who will be or is the subject of evaluation or supervision should decline or terminate the supervisory or evaluative role, and inform the next level supervisor (e.g. Chair, Dean, Director, Vice-President) who will make appropriate alternative arrangements for supervision and/or evaluation.

5.03 The Employer and the Union agree that any allegation of discrimination or harassment under Article 5 shall be handled through Step III of the grievance procedure.

In the event of a grievance resulting from an alleged violation of Article 5, the grievor may, where the person against whom the allegations is made is the grievor's supervisor, refer the grievance to the next step of the grievance procedure.

If an employee has filed a grievance under Article 5 and wishes to exercise rights under the University Discrimination and Harassment Policy or the Campus Violence and Harassment policy, the grievor shall file a formal request to hold the grievance in abeyance under Article 14.

5.04 Where personal safety is at risk or a strongly negative environment exists, the employee may request of the Dean that their duties be modified, as the nature of the particular circumstances dictate, in an attempt to eliminate contact between the employee and the accused during the period of investigation. Such a request will not be unreasonably denied.

5.05 The Union and the Employer acknowledge and support Trent University's *Policy on Acquired Immune Deficiency Syndrome*, as revised August, 1989, and as amended from time to time by appropriate University bodies.

5.06 Nothing in Article 5 is intended to:

(a) limit the authority of those individuals charged with supervising others, counselling others, informally resolving complaints or conducting job performance appraisals; or

- (b) restrict the role of the Union or its representatives in responding to the concerns of members;
or
- (c) restrict the actions of the University in responding to allegations of discrimination or harassment.

ARTICLE 6- UNION REPRESENTATION

- 6.01 The Union shall have the right at any time to have the assistance of a representative(s) of the Canadian Union of Public Employees when meeting or negotiating with the Employer. Such authorized representative(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

- 6.02 As provided for in Article 4 of this Agreement, the Employer agrees that no employee or group of employees shall undertake to represent the Union to the Employer without proper authorization of the Union. In order that this may be carried out, the Union shall provide the Employer, in writing, with the names and position titles of its officers and the names and jurisdiction of its stewards, including the person(s) designated Chief Steward, and the name(s) of its National Representative(s) within 14 working days of the Annual General Meeting. The Union undertakes to provide updates to this list within 14 working days of any changes. The Employer shall be obligated to recognize the status of these persons listed only from the date of such written notice. Likewise, the Employer shall supply the Union with a list of its designated authorities with whom the Union is required to transact business.

- 6.03 The Parties agree that stewards have regular duties to perform on behalf of the University. Every attempt shall be made to schedule such duties outside of scheduled work hours. Where this is not possible stewards will first obtain permission from their immediate supervisor in the event that they need to take temporary leave of such duties for steward business. Such permission will not be unreasonably withheld. The Employer agrees not to financially penalize stewards who have obtained approval for temporary leave from their University duties to act as stewards.

- 6.04 Joint Committee to Administer the Agreement

Recognizing the mutual benefits which can be derived from joint consultation, the parties hereby approve the establishment of a Joint Committee to Administer the Agreement. The Committee shall be comprised of three (3) representatives from the Union and three (3) representatives of the Employer. A representative of each party shall be designated as a joint Chair, and the two (2) persons so named shall preside over alternate meetings. Meetings shall be convened at a mutually-agreeable time, no less than three times per year, at the request of either party.

6.05 Powers of the Joint Committee

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

6.06 The parties agree that where the Employer becomes aware of significant university wide policy changes that are expected to have a substantial impact on the distribution of work and/or the number of positions available to Local 3908 (Unit 2) CUPE bargaining unit, the Employer will inform the CUPE executive via a joint committee meeting scheduled as soon as practicable. The Union will be provided with a reasonable time period within which to respond in writing to the notification. Where such a decision is subsequently taken, the Union shall be informed.

6.07 All correspondence between the parties shall be sent between the Department of Human Resources and the Union office. The Union will provide the mailing and email address to the Employer and will inform the Employer of any changes.

6.08 The Union agrees that there will be no solicitation on behalf of the Union on University premises by a member of the bargaining unit during that member's regularly scheduled working hours.

6.09 The Employer agrees to provide the Union the equivalent of 1.5 GTA base stipend, per year, for the purpose of paying members for union service.

6.10 The Employer agrees to provide the Union with an opportunity to meet with new graduate students by incorporating a presentation by the Union in the Fall Orientation Week events for new graduate students.

6.11 The Employer agrees to allow the Union to design and conduct a one (1) hour information session, to be approved by the Dean of Graduate Studies, as part of the annual Teaching Assistant Training Certificate Program.

ARTICLE 7- NEGOTIATING COMMITTEE

- 7.01 The Employer agrees to recognize and deal with a negotiating committee of not more than three (3) members and one (1) alternate member in the bargaining unit, plus an authorized representative of the Union. The Union will advise the Employer of the Union members of the committee.
- 7.02 The negotiating committee will deal only with such matters as are properly the subject matter of negotiations for the renewal or modification of this Agreement.
- 7.03 The Employer agrees to allow the bargaining unit employees from the Union's negotiating committee time off work without any financial penalty or loss of entitlement under this agreement on those days the Union negotiating committee meets with the University negotiating committee, up to but not including conciliation, where the employee would otherwise have been required to work on that day.

ARTICLE 8- DUES AND CHECK OFF

8.01 Union Membership

Membership in the Union shall be voluntary. However, as a condition of employment, each employee shall have deducted by the Employer from each payment of wages and/or salary during the term of this Agreement an amount equal to the Union dues, levies and other assessments of the Union as uniformly levied on all members of the Union.

8.02 Dues check-off

.01 The Employer shall regularly deduct from the salary and/or wages (inclusive of vacation pay) of each member of the bargaining unit such dues or other assessments as are uniformly and regularly payable by a member of the Union, as certified in writing to the Employer by the Secretary or Treasurer of the Union. The Employer shall remit the amount deducted in accordance with this Article no later than the 15th day of the month following the month in which such deductions were made, and at the same time shall forward a list of names of the persons from whom deductions were made and the amount of each individuals' earnings and deduction.

.02 The Employer shall indicate the monthly deduction of dues on each employee's pay.

.03 The University will show the amount of Union dues paid by an employee on the employee's income tax T-4 statement.

8.03 Liability

The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this article.

8.04 Membership Information

The Employer shall provide the Union with the following information:

By electronic transfer, on November 15th, and February 15th each year for current Fall/Winter appointments, a dataset of contracts of bargaining unit members containing the following information for each employee:

- Name;
- Year of Enrolment;
- Email Address (Trent Address);
- Permanent Address;

- Temporary Address;
- Phone Number(s);
- Gender;
- Whether the Member is a Visa Student;

The Union agrees that such individual data will be held in confidence and will be used for official Union purposes only.

ARTICLE 9- STRIKE OR LOCKOUT

- 9.01 The University agrees that there will be no lockout of employees and the Union agrees that there will be no strike, during the term of this agreement. The words “strike” and “lockout” shall bear the meaning given them in the Ontario Labour Relations Act.
- 9.02 In the event that an(y) employee(s) of Trent University, other than those covered by this Agreement, engages in a strike, employees covered by this Agreement shall not be required to perform work normally done by that (those) employee(s). However, employees are expected to perform their own scheduled duties during such periods.
- 9.03 Employees shall not be required or coerced in any way to perform the work of any other University employees who have chosen not to cross a picket line.

ARTICLE 10- INFORMATION AND FACILITIES

- 10.01 The Employer agrees to inform all applicants upon employment in the bargaining unit that the Union represents the Bargaining Unit and that a Collective Agreement is in effect. The School of Graduate Studies' student intranet portal shall at CUPE's request, include a one page statement about the Union, prepared by the Union at its own expense.
- 10.02 Preferably within thirty (30) days but no later than sixty (60) days of the ratification of this Agreement, the Employer shall prepare and provide each employee in the bargaining unit at that time with an electronic copy of the Agreement. The Employer shall provide the link to the agreement to all new GTA's as part of the orientation package. In addition, the Employer shall provide the Union, at no cost, with eighty (80) hard copies of the Agreement for its own use. If the Union wishes additional copies of the Agreement, these may be purchased from the Employer at cost.
- 10.03 The Employer agrees to permit the Union the use of campus mail facilities for business pertaining to the Union, including notification of Union meetings. Union representatives may have reasonable access to departmental mailboxes, where available, of bargaining unit members for the purpose of distributing notices and other Union communications. All postage for off-campus mail must be supplied by the Union.
- 10.04 Upon request, and no later than October 1, and February 1 of each year the Employer shall provide the Union, by electronic transfer, a list of email addresses for all current bargaining unit members.
- 10.05 The Employer shall provide a centrally located bulletin board of at least one square metre in Traill College, and adjacent to the School of Graduate Studies in the Science Complex, to be marked "Canadian Union of Public Employees Local 3908, Unit 2." Normally, bulletin boards shall be accessible to all members of the bargaining unit. Where such access cannot be reasonably provided, the matter will be referred to the Labour- Management Committee for resolution. The Union shall have the exclusive right to put up and/or take down material from this space.
- 10.06 The Employer shall provide to the Union, without charge, the following:
- (a) the use of a suitable office space. Should a move from the Union's current office space be deemed required, the Employer will make best efforts to ensure that any new office space is equal to the current facilities, and of comparable size;
 - (b) a telephone line exclusive of long distance charges;
 - (c) a computer user account;

- (d) the use of suitable meeting rooms on campus, for the conduct of Union business, subject to availability and normal scheduling arrangements;
- (e) access to photocopying facilities. The Union is responsible for photocopying charges, as well as any other charges for additional services and facilities, on the same basis and at the same rate as internal University departments.

ARTICLE 11- OFFICE WORK SPACE AND FACILITIES

- 11.01 The Employer agrees to ensure that GTAs have suitable work space as is required for the performance of their duties and responsibilities, at no cost to the employee.
- 11.02 Employees shall have access to the following as required in the performance of their duties:
- Access to space appropriate for confidential discussions with students where the office space assigned is not appropriate;
 - Course materials;
 - Instructional equipment;
 - Office supplies and access to available office equipment.

ARTICLE 12- DISCIPLINE

- 12.01 The Employer and the Union recognize the principle of progressive discipline and agree to adopt the following procedures. No employee shall be disciplined or discharged without just cause.
- 12.02 The Employer shall, in the process of progressive discipline, follow the sequence of reprimands as outlined
- (i) Verbal Warning/ Informal Meeting
 - (ii) Written Warning
 - (iii) Suspension from work
 - (iv) Dismissal for just cause

This sequence will be followed in all cases of discipline except in cases of a major infraction on the part of the employee. Disciplinary action may call for any of these responses depending on the severity of the problem and the number of occurrences. In such cases, one or more of the steps may be bypassed or certain steps may be repeated.

The Employer and the Union recognize that there are certain types of employee misconduct that are serious enough to justify either a suspension or, in extreme situations, termination of employment, without going through the usual progressive disciplinary steps.

By using progressive discipline, most employee discipline problems can be corrected at an early stage, benefiting both the employee and the Employer.

12.03 Procedure

.01 Step I- Verbal Warning/ Informal Meeting

Except in cases of a major infraction, an employee shall receive a verbal warning prior to any other discipline. Concerns which may lead to further discipline shall be discussed in a meeting between the Chair of the Department or designate and the employee. The employee shall be advised in writing that the employee is entitled to be accompanied by a Union representative. A Steward or other Union representative shall be afforded if the employee so requests.

.02 Step II- Written Warning/ Letter of Reprimand

Within five (5) days of finding that just cause exists, the Chair/ Director shall send a written warning to the employee, copied to the Union and the Office of Graduate Studies.

The written warning shall state that discipline may be considered, in accordance with the procedures outlined in this Article, following a repetition of the act, omission, or other shortcoming which is the subject matter of the concern/ complaint.

Where the complaint concerns the standard of the employee's work, the employee will be provided with a date by which they must bring their work up to a reasonable standard.

Such date will give the employee reasonable opportunity to correct the problem(s) referred to in the written warning before disciplinary action is taken.

The written warning shall inform the employee of the right to Union representation and/or consultation upon request.

If by the date stipulated in the written warning the employee has failed to bring their work up to a reasonable standard, as per the terms described in the Letter of Warning, then the Chair/ Director may proceed to Step III of the disciplinary procedure (12.03.03).

.03 Step III- Suspension From Work

If just cause is found to exist as per the procedures described at Step II (12.03.02), the Employer may issue a Notice of Suspension. The length of the suspension shall be commensurate with the severity of the employee's infraction.

The Chair/ Director of the employing department shall send the Notice of Suspension to the employee, copied to the Union, and the Office of Graduate Studies, within ten (10) days of the date by which the employee was to bring their work up to a reasonable standard as indicated in the written warning (12.03.02).

The Notice of Suspension shall specify in detail the nature of the suspension, the reasons for its imposition, and the start and end date of the suspension prior to its taking effect.

.04 Step IV – Dismissal for Just Cause

In most cases where dismissal is contemplated, the Employer shall first suspend the employee. Where just cause exists, and only after the completion of a period of suspension indicated in the Notice of Suspension at Step III (12.03.03), the Employer may choose to dismiss the employee.

A Notice of Dismissal specifying the reasons for dismissal shall be provided to the employee and copied to the Union, and the Office of Graduate Studies, prior to dismissal taking effect.

The Notice of Dismissal shall advise the employee of the right to request reconsideration of the decision, and of the right to Union representation if and when a meeting to reconsider is held. If a grievance is brought forward the grievance shall begin at Step III of the grievance procedure (14.04).

.05 Loss of Student Status

In cases where an employee's employment is terminated as a result of their student status being revoked, the University will provide the member with a notice of dismissal specifying the reasons for dismissal and copied to the Union, and the Office of Graduate Studies. The employee has the right to request reconsideration of the decision, and the right to Union representation. If a grievance is brought forward the grievance shall begin at Step IV of the grievance procedure (14.04).

- 12.04 The fact and substance of disciplinary investigations shall be treated confidentially by the Employer and the Union.
- 12.05 An employee who wishes to grieve disciplinary action taken against him/her shall initiate the grievance at Step II (14.04).
- 12.06 It is agreed that disciplinary letters within an employee's employment file shall be removed after a twelve (12) month period of employment provided that no further discipline has been recorded within that twelve (12) month period of employment.

ARTICLE 13- PROBATIONARY PERIOD

- 13.01 Employees shall be considered probationary for thirty (30) calendar days, commencing from the date on which classroom duties begin. The probationary employee may be terminated where, in the sole opinion of the Employer, the employee is determined unsuitable or the employee's performance is determined to be unsatisfactory. Such employee shall have no recourse to the grievance and arbitration provisions of this Agreement, nor shall an arbitrator have jurisdiction to entertain a grievance concerning the discharge of a probationary employee.

ARTICLE 14- GRIEVANCE PROCEDURE

14.01 Definition

1. A grievance shall be defined as any difference or dispute arising out of the interpretation, application, administration or alleged violation of the provisions of this Agreement.
2. Every reasonable effort will be made to schedule the joint meetings required under this Grievance Procedure at times which do not conflict with scheduled teaching assignments.
3. For any particular grievance, the time limits provided in the Grievance Procedure may be extended by mutual written consent of both parties.
4. Termination of an individual's employment and thereby their membership in the bargaining unit, shall not affect their right to grieve a matter which occurred during the period they were a bargaining unit employee, but the time limits detailed in the grievance procedure shall still apply.
5. The Union or the University may bring additional representatives to any meetings outlined in this Article provided reasonable notice of the identity of the person(s) is given to the other party.

14.02 Types of Grievance

- (a) An individual grievance, defined as a grievance which involves a single employee, shall be initiated at Step I.
- (b) A group grievance is one that 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 and may be initiated at Step I or Step II.
- (c) A policy grievance, defined as a grievance involving a question of general application, administration or interpretation of this Agreement, shall be initiated at Step III of the grievance procedure.
- (d) A grievance involving health and safety shall be initiated at Step III of the grievance procedure.

14.03 Carriage of Grievances

- (a) An individual employee has the right to be accompanied by a Union representative.
- (b) An individual employee shall have the right to initiate an individual grievance, except

that such a grievance shall not proceed beyond the informal stage (Step I) without the written consent of the Union.

(c) The Union alone shall have the right to consolidate individual grievances into group grievances.

(d) Policy grievances may only be initiated by either the Union or the Employer.

14.04 Grievance Procedure

Step I Informal Complaint Stage

It is the mutual desire of the parties that complaints of employees be addressed as promptly as possible, and it is understood that an employee shall normally give their immediate Supervisor an opportunity to address their complaint.

Before a formal grievance is filed, reasonable efforts shall normally be made to discuss and resolve the dispute and/or complaint. Individual employees who believe they might have a grievance shall normally discuss the matter with their immediate Supervisor, within thirty (30) working days of the incident or original circumstances giving rise to the complaint, or within thirty (30) working days after the employee ought reasonably to have known of the incident or original circumstances. The immediate Supervisor shall reply within five (5) working days after the complaint was discussed.

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

Step II Commencement of Formal Steps

If the complaint is not resolved at Step I, or if it is filed directly at Step II, it shall be set forth in writing and signed by the grievor and authorized Union officer (or designate). It shall clearly set forth the nature of the grievance and a statement of the matters in dispute, the provision(s) or interpretation(s) of the Agreement(s) that has (have) allegedly been violated and, if possible, the remedy sought. The grievance shall be submitted to the Chair/Director of the grievor's employing department, with a copy forwarded to the Department of Human Resources, within fifteen (15) working days of the expiry of the Step I time limits, or, if Step I was bypassed, within thirty (30) working days of the incident or original circumstances giving rise to the complaint, or within thirty (30) working days after the grievor ought reasonably to have known of the incident or original circumstances. The Chair/ Director, or authorized designate, shall convene a meeting to discuss and attempt to resolve the grievance within five (5) working days of receipt of the grievance, and shall give their decision, in writing, within five (5) working days of the meeting.

Step III Human Resources

If the grievance is not resolved at Step II, the authorized Union officer (or designate) may refer it to the Associate Vice President of Human Resources (or designate) within fifteen (15) working

days of the expiry of the Step II time limit. The Director (or designate) shall convene a meeting to discuss the grievance within ten (10) working days of receipt and shall give their decision, in writing, within five (5) working days of said meeting.

In the case of a group grievance filed directly at Step III, the grievance shall be filed within thirty (30) working days of the incident or original circumstances giving rise to the complaint, or within thirty (30) working days after the aggrieved parties ought reasonably to have known of the incident or original circumstances.

Step IV Dean

If the grievance is not resolved at Step III, the authorized Union officer (or designate) may refer it to the appropriate Dean (or designate) within fifteen (15) working days of the expiry of the Step III time limit. The appropriate Dean (or designate) shall convene a meeting to discuss the grievance within ten (10) working days of receipt and shall give their decision, in writing, within five (5) working days of the meeting.

In the case of a policy grievance, or a grievance relating to health and safety, or a grievance relating to suspension or dismissal, which is filed directly at Step III, the grievance shall be filed within thirty (30) working days of the incident or original circumstances giving rise to the complaint, or within thirty (30) working days after the aggrieved party ought reasonably to have known of the incident or original circumstances.

The appropriate Dean (or designate) shall convene a meeting to discuss the grievance within ten (10) working days of receipt of the grievance and shall give their decision, in writing, within five (5) working days of the meeting.

- 14.05 The time limits specified in this Article may be extended only with the written consent of both parties to the Agreement. Similarly, any step of the grievance procedure may be waived by written consent of both parties.
- 14.06 All grievance settlements agreed to between the Employer and the Union or their authorized representatives, in accordance with the procedures outlined in this Article, shall be in writing and shall be final and binding upon the Employer, the Union and the employees concerned.
- 14.07 Failing settlement under the procedure outlined in this Article of any grievance between the parties, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as set forth in Article 15 of this Agreement. Any grievance not processed within the time limits specified in the grievance procedure shall be deemed to have been settled and not be eligible for arbitration. The withdrawal of a grievance at any Step in the grievance procedure shall be without prejudice to grievances on similar matters. No grievance may be submitted to arbitration which has not properly followed all steps of the grievance procedure outlined in this Article.
- 14.08 Confidentiality

The parties recognize the principle of confidentiality and agree that the identity of the grievor(s) and the fact and substance of the grievance(s) shall only be made available on a strictly need to know basis. The parties further agree that publication of a summary of the grievance(s) in a union newsletter shall not violate the principle of confidentiality, unless otherwise specified in the grievance settlement.

ARTICLE 15- ARBITRATION/ MEDIATION

15.01 Request for Arbitration

- .01 If the Employer or the Union requests that a grievance be submitted to arbitration, it shall make such request in writing addressed to the other party within fifteen (15) working days of receipt of the decision at Step IV in the grievance procedure.
- .02 Where no written request for arbitration is received within the time limits set out herein, the grievance shall be deemed to have been settled and withdrawn, without prejudice to grievances on similar matters.
- .03 The time limits set out in this article may be extended by mutual agreement of the parties in writing.

15.02 Appointment of Arbitrator

A written request that a grievance be submitted to arbitration shall include the names of three (3) proposed Arbitrators. The other party shall respond within ten (10) working days, either confirming its agreement to one of the Arbitrators proposed, or suggesting three (3) alternative Arbitrators. This process shall be repeated until a sole Arbitrator is agreed upon by the Parties.

If the parties are unable to agree on an Arbitrator within thirty (30) days, they may then request the Ontario Minister of Labour to appoint an Arbitrator.

- 15.03 No matter may be submitted to Arbitration which has not properly followed all steps of the grievance procedure.
- 15.04 The Arbitrator shall hear and determine the difference between the parties and the decision of the Arbitrator shall be final and binding upon the parties hereto and the employees.
- 15.05 The Arbitrator 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.
- 15.06 The parties will jointly bear the fees and expenses of the Arbitrator.
- 15.07 At any time subsequent to the request for Arbitration, the parties may, by mutual agreement, request the assistance of a mediator. Either party may request of the other, in writing, the services of a Mediator. The other party shall respond, in writing, within five (5) days of receipt of such a request, indicating whether or not they agree to accept the services of a mediator. The cost of grievance mediation services shall be jointly shared by the parties.

ARTICLE 16- ACADEMIC FREEDOM

- 16.01 Academic freedom is based upon the principle that the common good of society depends on the search for knowledge and its free exposition, and upon the recognition that universities, through their teaching, scholarship, and research, are essential to both of these functions. Academic freedom does not require neutrality on the part of the individual, but rather makes commitment possible.

The parties agree that they will not infringe or abridge the academic freedom of any member of the academic community.

Members of the academic community are entitled, regardless of prescribed doctrine, to freedom in carrying out research and in publishing the results thereof, freedom of teaching and discussion, freedom to criticize the University and the Union, and freedom from institutional censorship.

Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge. The claim of academic freedom shall not excuse members from meeting their duties and responsibilities as set out in this Agreement.

ARTICLE 17- POSITION DEFINITIONS

17.01

1. Graduate Teaching Assistant (GTA) a GTA shall be defined as an enrolled Trent University Graduate Student who is awarded a full or half-time Teaching Assistant position, funded by the Office of Graduate Studies, as outlined in a letter of admission. It is recognized that a component of the GTA compensation relates to financial support in the role of a graduate student. GTAs shall prepare and conduct laboratories, seminars, tutorials, or section(s) of course(s). A GTA will not be assigned principal responsibility for the preparation and presentation of courses.

Duties related to the position, which shall be in accordance with University and departmental practices, shall be determined by the person(s) who has (have) principal responsibility for the course. Those assigned duties may include but are not limited to the following:

- Employer-required training and orientation;
- Assigning, marking, and evaluating written and oral student work;
- Submission of grades as required;
- Attendance at lectures;
- Monitoring labs;
- Preparing for and conducting discussion groups, seminars, tutorials, and/or problem solving sessions;
- Maintenance of reasonable hours for student contact.

A GTA may volunteer to lecture in a course, but lecturing is not required as part of their GTA duties.

2. Academic Assistant (AA) An AA shall be defined as an enrolled Trent University student who does not currently hold a GTA, and who is not responsible for the overall evaluation of students in a tutorial or workshop group, or the assigning and marking of students' overall written and oral work in a course. Duties related to the position, which shall be in accordance with University and departmental practices, shall be determined by the person(s) who has (have) principal responsibility for the course. Assigned duties may include but are not limited to the following:
 - Demonstrating problem-solving and analytical techniques and related marking (e.g. Mathematics, Chemistry),
 - Facilitating small group discussions and development of problem solving strategies (e.g. Environmental Studies, Indigenous Studies),
 - Assisting students in laboratory settings (e.g. Biology).
3. Computer Lab Advisor (CLA) A CLA shall be defined as an enrolled Trent University student who: extends services in the Department of Information Technology lab, actively assisting users and monitoring lab activities. Duties related to the position, shall be determined by the person(s) who has (have) principal responsibility for the lab.

4. Student Markers (SM) A SM shall be defined as an enrolled Trent University student whose assigned duties may include but are not limited to the following:

- Marking, grading, calculating and recording grades of students' work;
- Marking preparation based on course materials;
- Marking and grading of lab reports/ assignments, tests, exams and essays;
- Commenting upon students' work as required.

Duties related to the position, shall be determined by the person(s) who has (have) principal responsibility for the course.

ARTICLE 18- POSTINGS AND APPOINTMENTS

18.01 GTA Appointment

The Employer shall make the initial appointment of the Graduate Teaching Assistants (GTAs) based on the availability of funding and the suitability of graduate student applicants. The awarding of GTAs will be on the basis of the best-qualified candidate, as determined by the Graduate Program Directors and the Dean of Graduate Studies. The length of a GTA appointment shall be designated in the letter of offer provided by the Office of Graduate Studies. Normally the duration of the GTA employment will be consistent with the length of the Program in which the student is registered. A GTA must be registered as a Graduate Student as a condition of employment.

18.02 GTA Statement of Interest

.01 In order to enable graduate students who have been allocated GTAs to indicate interest in specific work assignments, and to enable graduate students to be informed about specific work assignments, a list of courses in which GTAs may be required, will be posted by July 1 on the Employer's intranet. This list will include title, course number, duration, department and contact person. The availability of these assignments is subject to change, depending on undergraduate enrollment.

.02 Statements of interest indicating the applicant's preferred work assignment must be forwarded by the employee to the designated contact person no later than August 15. The Employer will first assign those qualified applicants previously employed as GTAs. Where two or more qualified applicants have expressed a preference for the same work assignment, the applicant having greater prior experience of the same assignment will be given priority. Where two or more qualified applicants with equal experience of the same work assignment express a preference for that work assignment, the Employer will appoint the most appropriate applicant.

In considering the statement of interest of new applicants the Employer shall take into consideration the expressed preferences of the applicants.

Failure to assign GTAs to their preferred work assignments shall not be considered grounds for a grievance. Employees who do not receive their preferred work assignment may request a meeting with the Chair. Such a meeting will not be unreasonably denied.

18.03 Acceptance of GTA Appointment

Graduate Teaching Assistantship Appointments shall be accepted or declined in writing no later than ten (10) days after receipt of a confirmation of appointment.

Declining the offer of a GTA position will not affect any future decisions related to offers of employment.

18.04 Academic Assistant (AA) Postings

Each academic department will post a notice outside the department office each term, and on their departmental website, copied to the Union, indicating the courses requiring an Academic Assistant, requesting that students interested in working as AAs will submit their names to the department office, along with a current resume. The Department Chair and/or the course instructor shall select an AA from among the students who have placed their names on such a list. Selection of AAs shall be based on the ability of the student to perform the duties as determined by the Department Chair and/or the course instructor.

18.05 Student Marker (SM) Postings

Each academic department will post a notice outside the department office each term, and on their departmental website, copied to the Union, requesting that students interested in working as markers submit their names to the department office, along with a current resume. The Chair and/or course instructor shall select a student marker from among the students who have placed their names on such a list. Selection of student markers shall be based on the ability of the student to perform the duties as determined by the Department Chair and/or the course instructor. Annually, on May 31, The Dean of Arts and Science will provide the union with a list of the names of markers hired in the previous academic year, and the courses to which they were assigned.

18.06 Computer Lab Advisor (CLA) Postings

The Associate Vice President of Information Technology or designate will post a notice outside the Information Technology office each term, requesting that students interested in working as CLAs submit their names to the office, along with a current resume. The Associate Vice President of Information Technology or designate shall select a CLA from among the students who have placed their names on such a list. Selection of CLAs shall be based on the ability of the student to perform the duties as determined by the Associate Vice President of Information Technology or designate.

ARTICLE 19- HOURS OF WORK AND WORK ASSIGNMENTS

19.01 Hours of Work

Subject to the provisions of this Article, a full Graduate Teaching Assistant (GTA) position shall normally require an average of ten (10) hours per week, to a total of, and not to exceed, 120 hours per term for two terms, for a total of 240 hours per appointment. A half GTA position shall normally require an average of five (5) hours per week, to a total of, and not to exceed, 60 hours per term, for a total of 120 hours per appointment.

The number of hours assigned to an AA or student marker will vary from department to department and from course to course

Over the course of a GTA appointment, the Union and Employer agree that any mandatory or assigned training will constitute working hours.

19.02 Work Assignment

.01 The supervisor shall confirm with all recipients of GTA appointments the expectations of the position, no later than two weeks from the start date of the position. This shall include the following information:

- (a) Title and course number;
- (b) Name of course instructor/ supervisor;
- (c) Dates and duration of position;
- (d) Timetabled days and hours;
- (e) Location of position;
- (f) Expected Class size/ Number of Students
- (g) Description of duties;

The parties recognize the benefit of GTA positions being allocated in a timely manner, and agree that the information may be communicated via email from the Chair/ Director of the employing department, or designate, to the graduate student.

.02 Where an employee has reason to believe that the assigned duties cannot be performed within the hours specified in Article 19.02, the employee shall notify their supervisor in writing, which may include email communication. A meeting to resolve the issue is encouraged. The GTA shall be permitted to be accompanied by a Union representative at that meeting. The supervisor will reply within five (5) working days to the employee's concern. If no agreement can be reached informally, the employee may file an individual grievance. Such a grievance shall be initiated at Step II of the grievance procedure.

- .03 Course Supervisors will meet with GTAs prior to the end of the second week of classes to discuss GTA requirements. The Course Supervisor is expected to provide a guideline of the approximate length of time expected to be devoted to each major activity, e.g. classroom contact, marking, office hours.
- .04 Establishment of the duties will take into account several factors, including, but not limited to, seminar or lab size, number of marking assignments, midterm examinations and final examinations, introduction of new texts and/or new software, and preparation time.
- .05 In the fall and winter term, Course Supervisors are expected to conduct a workload review before the final date for Students to withdraw from courses without penalty. The review should involve communication between the Course Instructor and the GTA to receive input on the number of hours the employee has worked thus far and the approximate number of hours they believe will be required to complete the term's workload. The GTA may decide whether to meet with the Course Supervisor in person or to communicate the necessary information to them via email. In the event that the Course Supervisor, with input from the GTA, concludes that the workload required will, by term's end, exceed the total workload hours of the appointment, then it will be necessary to reduce the workload.
- .06 GTAs who believe they have been required to exceed and have exceeded the total hours maximum for the assignment may initiate a grievance at Step III.

ARTICLE 20- HOLIDAYS

20.01 Holidays

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

The employer will ensure compliance with the Ontario Human Rights Code and uphold rights to religious leave as defined therein. An employee with a request for paid time for religious leave will make that request in writing to the supervisor 30 days in advance of the leave date(s) including an explanation of the reason for the request and the specific measures of accommodation that are required. The supervisor will assess the request in good faith and reply in writing by two weeks in advance of the leave date(s). Where, having explored and exhausted alternatives, accommodation is not possible because of undue hardship, this will be explained by the supervisor to the person making the request.

20.02 Vacation Pay

All members of the bargaining unit shall be entitled to an additional 4% of salary and/or wages paid as vacation pay. Vacation pay shall be calculated, identified separately, and included as part of an employee's regular salary.

ARTICLE 21- LEAVES

21.01 Short Term Leaves

Employees who have an appointment or appointments totaling one hundred and twenty (120) hours or more in an academic session, with the approval of their Supervisor, may arrange to exchange duties, with a qualified person familiar with the work for periods not to exceed one (1) week at a time and not exceeding two (2) weeks per year. Permission for such exchanges shall be requested as far in advance as possible and shall not be unreasonably withheld.

21.02 Short Term Medical Leave

Employees who have an appointment or appointments totaling one hundred and twenty (120) hours or more in an academic session and who due to short term illness, injury or medical condition, may be unable to be present for regularly scheduled duties are eligible for paid medical leave. Employees must make all reasonable effort to advise their immediate supervisor of the absence, as far in advance as possible.

Where such illness exceeds one (1) calendar week, the employee shall consult with their supervisor, and the Chair/ Director of the employing Department with regard to the anticipated duration of their illness and the employee's ability to continue in their position.

If requested to do so, in an absence of more than one (1) week, employees must provide proof of sickness or injury in the form of an appropriate certificate, signed by a legally qualified medical practitioner and acceptable to the Employer, with copies forwarded to Human Resources.

21.03 Professional Development Leave

Employees who have an appointment or appointments totaling one hundred and twenty (120) hours or more in an academic session and who are unable to be present for scheduled duties, shall be granted one (1) day of leave per year, without loss of pay to undertake approved Professional Development Leave. Employees must make all reasonable effort to advise their supervisor of the absence, two (2) weeks in advance to reschedule assigned duties. Requests for Professional Development Leave are understood to only be approved upon written application and approval from the Chair/ Director. Professional Development Leave activities can be defined as, but are not limited to, delivering a paper, presenting research findings, chairing a session, serving as a discussant at an academic conference or workshop, or unanticipated off-campus research obligations.

21.04 Union leave

Employees who have an appointment or appointments totaling one hundred and twenty (120) hours or more in an academic session and who are current members of the CUPE3908 Executive shall be granted one (1) day of leave per year, without loss of pay, if unable to be present for scheduled duties, to attend a Union convention, union conference or union workshop. Employees must make all reasonable efforts to advise their supervisor of the absence two (2) weeks in advance.

21.05 Unpaid Leave of Absence

Employees who have an appointment or appointments totalling one hundred and twenty (120) hours or more in an academic session, may request an unpaid leave of absence for a period of no less than one term and up to a maximum of three (3) academic terms without penalty to their entitlement under 18.01. Requests for such unpaid leave of absence must be submitted in writing to the Dean of Graduate Studies no later than thirty (30) days prior to the start of the term. Such leaves are subject to the approval of the Dean of Graduate Studies.

21.06 Grievance Leave

Where attendance at a grievance meeting or an arbitration hearing unavoidably conflicts with the employee's duties, those Union stewards, officers, grievors, and witnesses whose presence is required shall be entitled to attend without loss of pay. The affected employee(s) shall provide their Supervisor with reasonable notice and the employee should make every effort to arrange for an exchange of duties, with a qualified person familiar with the work, if the employee is unable to find a replacement for their duties they will notify their supervisor.

21.07 Bereavement Leave

Employees who have an appointment or appointments totalling one hundred and twenty (120) hours or more in an academic session will be granted up to five (5) consecutive days of bereavement leave without loss of pay, where the employee is scheduled to work within this period, in the event of the death of a close family member, including but not limited to a spouse, child, parent, brother, sister, grandparent, father-in-law, mother-in-law or member of the immediate household. In the event of such an absence, the employee will advise his or her supervisor as soon as reasonably possible.

21.08 Family Medical Leave

An employee is entitled to five (5) consecutive working days of paid compassionate leave and up to seven additional weeks unpaid, to attend to seriously ill members of their family. Such medical leaves require supporting medical documentation confirming that a family member has a serious medical condition with a significant risk of death within the next twenty-six (26) weeks. Family members are defined for the purpose of this leave as a spouse, sibling, parent, grandparent,

in-law, or child. In the event of such an absence, the employee will advise his or her supervisor as soon as reasonably possible.

21.09 Pregnancy Leave

Employees employed for thirteen (13) consecutive weeks prior to their due date shall be granted 17 weeks of unpaid pregnancy leave in accordance with the Employment Standards provisions. Pregnancy leave may begin up to 17 weeks before the due date. The latest that a pregnancy leave may begin is on the due date (or on the actual birth date if later than the due date).

The employee shall give supervisors and the Department of Human Resources, whenever possible, a minimum of two (2) weeks notice of the date she intends to begin her leave.

In exceptional circumstances, the employee may request an extended pregnancy leave without pay and approval shall not be unreasonably withheld. Where extended leave is requested, the employee shall give one (1) month notice in writing to her employment supervisor.

Following pregnancy leave, an employee shall be reinstated to her former position or shall be provided with alternate work of a comparable nature and at a not less favourable classification and/or wage rate for the remainder of the appointment. For clarity, the total length of the funding period will not be reduced by a leave.

21.10 Parental Leave

All employees are entitled to unpaid parental leave as outlined in the Employment Standards Act. The employee shall give supervisors a minimum of two (2) weeks notice in writing prior to the date the employee intends to begin their unpaid parental leave.

21.11 Civic Leave

Employees who have an appointment or appointments totaling one hundred and twenty (120) hours or more in an academic session and upon written request to the Chair/Director of the department in which they are employed, supported by a copy of the summons, shall be granted Civic Leave. The Employer will continue to pay full salary for employees who have been called for jury or crown witness duty for up to one (1) month, and will not deduct any payments which may be received by the employee for carrying out such duties, provided that such appearances and/or services conflict with the employee's regularly scheduled duties, and that upon return to work the employee provides their supervisor with written confirmation of the date(s) and time(s) on which they appeared and/or served, signed by an appropriate official of the court.

ARTICLE 22- HEALTH AND SAFETY

- 22.01 (a) The parties recognize the joint and shared responsibility of the Employer and the employees for the maintenance of a safe and healthy work environment. The Employer specifically acknowledges its obligations under the Occupational Health and Safety Act and related legislation, and in particular its responsibility to provide a workplace where the health and safety of employees is protected as they carry out their duties.
- (b) The employer further acknowledges its obligations with respect to the education and training of employees in accordance with the Occupational Health and Safety Act and the Workplace Hazardous Materials Information System (WHMIS).
- (c) Both the Union and the Employer acknowledge that no employee shall be required to do work where they have reason to believe that there is a danger to themselves or any other worker per section 43 of the Ontario *Occupational Health and Safety Act*.
- (d) The Employer agrees to provide protective equipment wherever it is required for the safe and effective performance of duties, and to ensure that safety equipment, materials and protective devices are maintained in good condition.
- (e) For its part, the Union agrees to support any education programs of information by relevant legislation initiated by the Employer and/or required by relevant legislation that will promote health and safety awareness and training among the members of the bargaining unit.
- (f) The Union and the Employer recognize that time spent participating in training as per 22.01(e) shall be considered working time and be compensated at the Employee's regular rate.
- (g) The employer agrees that the Union shall have the right to appoint a representative to the University's Health and Safety Committee. The involvement and participation of such representative shall be in accordance with the terms of reference of the Health and Safety Committee. Employee representatives shall be compensated at their regular hourly rate as certified by the University's Environmental Health and Safety Officer.

22.02 Violence in the Workplace

- .01 The University will not tolerate violent behavior in the workplace. Workplace violence is defined as any incident in which an employee is threatened, coerced, abused or sustains physical, emotional, or psychological harm or injury in, at, or related to the workplace. It is expected that employees will report incidents of workplace violence to their immediate supervisor and/or Campus Security as specific circumstance dictates and, as necessary, file an incident report detailing the incident including any directly related damage to property.
- .02 Reported incidents will be investigated, and as appropriate, a summary report of such investigation will be provided to Supervisor(s).

- .03 The parties agree that information and training with respect to workplace violence is essential to promoting a safe and security conscious work environment and will work jointly to continue to enhance efforts in this regard.

ARTICLE 23- WAGES

- 23.01 Wages paid to employees will be set out in Appendix A attached hereto and forming part of this Collective Agreement.
- 23.02 The Employer shall pay all monthly employees by direct deposit on the 28th of each month. In the case that the 28th of any month falls on a day that the University is not open for regular business, employees shall be paid on the final business day preceding the 28th of the month. Bi-weekly employees shall be paid by direct deposit, every second Friday. The Employer will advise the union of any proposed change(s) to the date(s) that wages are paid through Joint Committee.

For monthly employees, the completed and approved graduate student stipend form, and accompanying documentation, must be received in Payroll by the 10th of the month to ensure payment in that month. Forms received after the 10th of the month will be processed as soon as possible, recognizing that the payment may only be processed in the following monthly pay period.

- 23.03 Where the Employer determines to introduce a new job classification into the bargaining unit, the Employer will first discuss the position and its necessity with the Union. Once the new position is agreed upon by both parties, the Employer will then discuss the wage rate for a new classification with the Union. If the Employer and the Union are unable to agree on the wage rate for a new classification, the Employer may unilaterally implement a wage rate and the Union may file a grievance concerning the wage rate pursuant to the grievance provisions of the Agreement. In any arbitration concerning a wage rate for a new job classification, the arbitrator's decision shall be based solely on the existing wage rates in the Agreement and the duties and responsibilities performed by employees in the bargaining unit.

ARTICLE 24- DURATION OF THE AGREEMENT

- 24.01 This Agreement shall be effective from the date of ratification by both parties, and shall continue in effect up to and including the 31st day of August, 2017. The Agreement shall continue automatically thereafter, year to year unless either party notifies the other in writing within a period of three (3) months immediately prior to the expiration date that it desires to amend the Agreement.
- 24.02 If notice of amendment or termination is given, the provisions of this Agreement shall continue in force until a new Agreement is signed or the right to strike or lockout accrues.

ARTICLE 25 – FILES AND FILE RETENTION

- 25.01 There shall be one file only, maintained by the Office of Graduate Studies (for Graduate Students), or Office of the appropriate Dean (for all undergraduate students) which shall contain all official documents relating to the employment of the employee, including disciplinary materials.
- 25.02 Access to these files shall be limited to authorized University officials in connection with academic or employment related matters. Any request from other parties, including external agencies for information, will not be divulged without the written authorization of the member.
- 25.03 Disciplinary warnings and actions taken by the Employer, including Letters of Warning, Letters of Reprimand, Notices of Suspension from Work, or Notice of Dismissal for Just Cause, may, according to the provisions of Article 12, be included in the employee's file and shall not be maintained in any other location. The Employer can only make use of the documents that are contained within the file for disciplinary procedures, as per Article 12.

As per Article 12.03, all files and documentation relating to disciplinary actions taken by the Employer that are resolved at Step I (12.03.01) or Step II (12.03.02) of the disciplinary process shall be destroyed, and such allegations shall not be relied upon in any further action.

All information relating to disciplinary matters shall be removed from the employee's file and destroyed after a period of twelve (12) months from the date of the disciplinary action, and shall not be used in any further actions concerning the employee and are inadmissible in any grievance/ arbitration process which might take place after that time, provided no other warnings or disciplinary actions have been imposed on the employee during the intervening period.

- 25.04 Current employees shall have the following rights with respect to the maintenance of the employment related materials in their files:
- (a) While the file shall be available for use for making decisions relating to the employee's employment, no document contained therein related to employment, shall be released physically or orally outside the Graduate Studies Office without the employee's prior written consent, except for purposes described in Article 25.03.
 - (b) The right to examine their file, during normal business hours, upon a minimum of two (2) days' written notice to the Dean.
 - (c) The right to place written comments in their file, in response to employment related matters, contained within it. Such responses shall be appended to the relevant document and may not be separated from it.
 - (d) The right to duplicate any employment related materials contained within their file.
 - (e) The right to have their file corrected or supplemented if it contains errors or inadequacies.

APPENDIX A- WAGE RATES
(September 1, 2014 to August 31, 2017)

	<u>Sept. 1, 2014</u>	<u>Sept. 1, 2015</u>	<u>Sept. 1, 2016</u>
<u>GTA (full):</u>	\$10,237.35	\$10,339.72	\$10,494.82
	\$5,118.68	\$5,169.87	\$5,247.41

	<u>Sept. 1, 2014</u>	<u>Sept. 1, 2015</u>	<u>Sept. 1, 2016</u>
<u>GTA (half):</u>	\$5,118.68	\$5,169.87	\$5,247.41
	\$2,559.34	\$2,584.93	\$2,623.71

<u>Undergraduate</u> <u>Students:</u>	<u>Sept. 1, 2014</u>	<u>Sept. 1, 2015</u>	<u>Sept. 1, 2016</u>
Academic Assistants/ Computer Lab Advisors/ Student Markers	\$15.74	\$15.89	\$16.13

<u>Graduate Students</u>	<u>Sept. 1, 2014</u>	<u>Sept. 1, 2015</u>	<u>Sept. 1, 2016</u>
Academic Assistants	\$19.36	\$19.56	\$19.85
Student Marker	\$18.93	\$19.12	\$19.40

APPENDIX B- COUNSELLING SERVICE

Members of the bargaining unit are entitled to use the services of the Careers and Counselling Centers. In the event counseling services are no longer offered by the University, the Employer agrees to seek other agencies to supply similar services.

APPENDIX C- INTELLECTUAL PROPERTY MANAGEMENT POLICY

LETTER OF UNDERSTANDING

It is agreed that CUPE, Local 3908 (Unit 2) representative will participate in joint discussions with the Office of the Associate Vice- President (Research) to develop an Intellectual Property Management (IPM) policy.

**APPENDIX D - PROFESSIONAL DEVELOPMENT AND EMPLOYEE ASSISTANCE
FUND**

1. Eligibility

Employees who have an appointment or appointments totaling one hundred and twenty (120) hours or more in an academic session are eligible to apply for assistance from this fund.

2. Funding:

The Employer agrees to provide the following amounts into a Professional Development and Employee Assistance Fund, to be administered by a sub-committee of the Joint Committee;

September 1, 2014: \$20,000.00

September 1, 2015: \$20,000.00

September 1, 2016: \$20,000.00

Any unused portion from a particular contract year shall be carried forward to the next year. The subcommittee referred to in clause four (4) below shall make recommendations to Joint Committee in regard to the criteria to be used to disburse this unused portion, if any such exists. With the agreement of both parties, the unused portion may be disbursed in accordance with these recommendations.

3. Eligible Claims:

(a) Professional Development: the Parties acknowledge that CUPE 3908 Unit 2 members are not required to engage in research and scholarship, as part of their employment responsibilities under this Collective Agreement. Eligible employees may submit professional and academic development proposals for assistance from the fund to a maximum per employee of not more than \$300.00 per year;

(b) UHIP reimbursement: Eligible employees who demonstrate the need for financial assistance may apply for assistance with UHIP premium costs, up to a maximum per employee of \$300.00 per year.

4. Reimbursement Process:

(a) Proposals shall be reviewed by the subcommittee composed of two bargaining unit members and two employer members, to be named by the Joint Committee;

(b) The procedures for applying, and the criteria governing the assessment of proposals shall be established and approved at Joint Committee;

- (c) Any problems which are encountered in the administration of the fund may be referred to the Joint Committee for guidance/discussion/resolution.

APPENDIX E- Ph.D. STUDENT INSTRUCTORSHIP

The Parties recognize the problem in finding suitably qualified instructors for some courses as well as the benefit of CUPE 3908 Unit 2 Trent Ph.D. students to acquire teaching experience. Therefore it is agreed that positions posted under the CUPE 3908 Unit 1 agreement that are not filled due to the lack of qualified applicants may be assigned to qualified Ph.D. students as a “Ph.D. Student Instructor”..

A Ph.D. Student Instructor shall be defined as an individual who is assigned principal responsibility for the preparation and presentation of a course, subject to reasonable limitations associated with the approved course syllabus. Duties related to the position, which shall be in accordance with University and departmental practices, include lecturing, the conduct of seminars/ tutorials, marking, the development and administration of tests and examinations, submission of grades, as required, and the maintenance of reasonable hours for student contact outside of scheduled hours.

Any such Ph.D. students assigned to such positions shall remain members of CUPE 3908 Unit 2 and otherwise subject to the terms and conditions of that Collective Agreement, with the exception of Article 16 “Academic Freedom” in this case Article 1.07 “Academic and Personal Freedom” of the CUPE 3908 Unit 1 Agreement will apply. The rate of pay for a “Ph.D. Student Instructor” shall be the same rate as a CUPE 3908 Unit 1 Course Instructor.

These individuals shall have the option to decline such an appointment, and be assigned a normal GTA position. Ph.D. Instructors must complete and sign an approval form to undertake the assignment.

Ph.D instructorships are subject to the university approval process.

Student Instructors shall not be expected to exceed the average of ten (10) hours of work per week. Courses with enrolments in excess of fifty (50) students shall be eligible for teaching and/or marking assistance as outlined in the CUPE Unit 1 Agreement.

The Employer will notify, in writing, both CUPE 3908 Unit 1 and CUPE 3908 Unit 2, of such appointments.

APPENDIX F- EMPLOYMENT EQUITY INFORMATION

LETTER OF UNDERSTANDING

The Employer and the Union agree that the Dean of Graduate Studies will meet with a representative of the union to discuss self-declared data collected by the Employer as part of the registration process.

APPENDIX G- HEALTH BENEFIT REIMBURSEMENT

LETTER OF UNDERSTANDING

-between-

The Board of Governors on behalf of Trent University (“Employer”)

-and-

The Canadian Union of Public Employees Local 3908 UNIT 2 (“Union”)

The University shall reimburse all GTA’s employed for two hundred and forty hours or more, who do not opt out of the Graduate Student Association Health Benefit Fund, the following amounts:.

Employed as of March 1, 2015: \$40.00

Employed as of October 31, 2015: \$45.00

Employed as of October 31, 2016: \$50.00

Signed at Peterborough on this 27th day of February 2015

APPENDIX H- GTA ASSIGNMENT

LETTER OF UNDERSTANDING

The parties agree that it is beneficial for Graduate students to have GTA's that provide meaningful work experience related to their studies.

The parties further agree that there is benefit to amending the GTA assignment process as indicated in Article 18 of the Collective Agreement. For the 2015-16 Academic Year the process outlined below will be followed.

1. The department for the GTA will be indicated in the letter of offer of admission. Normally, students will be assigned to the home department of their assigned faculty supervisor. The Dean of Graduate Studies will consult with the faculty supervisor about the most appropriate GTA assignment for any exceptions to the above.
2. Undergraduate department Chairs and Deans will be notified of the students who will assigned a GTA in their department by June 15. Information about GTA assignments for students accepted after June 15th will be forwarded to departments when the student has accepted the offer of admission.
3. The list of courses where a GTA may be required will be posted on the respective department and graduate studies website by July 1. This list will include title, course number, duration, department and contact person. The availability of these assignments is subject to change, depending on undergraduate enrollment.
4. The procedure outlined in Article 18.02.02 will apply with respect to course selection.
5. In December 2015 the parties will meet to review the process as it occurred in summer and fall 2015. The parties may mutually agree to maintain the process outlined, or to amend the process as determined appropriate for the duration of the current collective agreement.

Signed at Peterborough on this 27th day of February 2015

APPENDIX I- TIME ALLOCATION GUIDELINE

LETTER OF UNDERSTANDING

The University, in consultation with the Graduate Studies Committee and CUPE 3908, will develop a procedure to document Graduate Teaching Assistant hours of work, in adherence with Article 19 of this Collective Agreement. The procedure will include a template Time Allocation Guideline. The procedure will also include the requirement that programs submit completed Time Allocation Guidelines to the Office of Graduate Studies to ensure hours are managed efficiently and are within provincial guidelines for Graduate Student hours of work.

Signed at Peterborough on this 27th day of February 2015

THIS COLLECTIVE AGREEMENT

SIGNED AT PETERBOROUGH, ONTARIO

THIS ____ DAY OF MAY, 2015

For Trent University:

For CUPE, Local 3908 (Unit 2):

*Leo Groarke
President and Vice-Chancellor*

*Stephen Horner
President
CUPE 3908.2*

*Elaine Scharfe
Interim Vice-Provost and
Dean of Graduate Studies*

*Caileigh Morrison
CUPE 3908.2*

*Stephanie Williams
AVP, Human Resources*

*Gary Larsen
CUPE 3908.2*

*Dana Large
Labour Relations Officer*

*Phil Abbott
CUPE 3908.2*

*Rosanna Grims
Manager, Dean of Arts and Science*

*Yvonne LaRose
Office Manager
CUPE 3908*

*Jenifer Richardson
Manager, Graduate Studies*

*Christine Lang
National Representative
CUPE*