

COLLECTIVE AGREEMENT

between

TRENT UNIVERSITY

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3908 (UNIT 2)

September 1, 2021 to August 31, 2024

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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 in the establishment of wage scales, hours of work, and other terms and conditions of employment; and
- (f) to encourage a climate of mutual respect and good faith.

1.02 Such matters as are covered by this Agreement shall supersede all other agreements between the Employer and employees represented by the Union.

ARTICLE 2- DEFINITIONS

- 2.01 The use of gender inclusive language shall be used through this Collective Agreement.
- 2.02 For the purpose of interpretation of this Agreement, the following definitions will apply:
- (a) “*Academic Term (or) Session*” is as defined in the Trent University Calendar;
 - (b) “*Agreement*” means this Collective Agreement between the Union and the Employer;
 - (c) “*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;
 - (d) “*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;
 - (e) “*Chair*” or “*Director*” means the Chair or Director of an Academic Department or Program at Trent University;
 - (f) “*Dean*” refers to the head of a decanal unit;
 - (g) “*Department*” means Academic Department or Program at Trent University;
 - (h) “*Employee*” means a student at Trent University included in the bargaining unit as defined in Article 4 (Recognition) of this Agreement;
 - (i) “*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;
 - (j) “*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;
 - (k) “*Parties*” means the Union and the Employer, as defined in this article;
 - (l) “*Student*” means an individual who is a registered student at Trent University, including those on approved leave of absence;
 - (m) “*Supervisor*” means the individual(s) directly responsible for the assignment and direction of work;
 - (n) “*Working day*” is a regular business day, exclusive of weekends, statutory holidays, and other holidays recognized by the University or outlined in this Agreement;
 - (o) “*Writing*” in the context of communication between the Employer, employee(s) and/or the Union shall include email correspondence, hard-copy letter and electronic documents, such as PDF, image file, or word document. Unless a signed hard copy is required, as specified in the provisions of the Collective Agreement digital signatures or electronic approval shall be accepted

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 documented just cause;
 - (d) Plan, direct and control operations, determine classifications, requirements, and hours of work, determine work assignments, methods, schedules, procedures and standards. Determine the size, composition and deployment of the workforce;
 - (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 in the Academic Programs at Peterborough and at the Durham 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, 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 remain 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 7.02.

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 there shall be no discrimination, interference, restriction, harassment, or coercion exercised or practised by either of them with respect to any employee in the bargaining unit in any matter concerning the provisions of this Agreement, by reason of:

- (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) Language (except where language is a bona fide occupational requirement of a position)
- (k) Marital status (including, but not limited to, married, single, widowed, divorced, separated or living in a conjugal relationship outside of marriage, whether in a same sex or opposite sex relationship)
- (l) Nationality
- (m) Parental Status
- (n) Place of origin
- (o) Place of residence (except where place of residence at such distance from the University significantly restricts members from carrying out their duties and responsibilities)
- (p) Race
- (q) Receipt of public assistance (in housing only)
- (r) Record of offences except where provision of such a record is a reasonable and bona fide requirement because of the nature of the employment.
- (s) Sex (including pregnancy and breastfeeding)
- (t) Sexual orientation
- (u) Ways of Knowing

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 or religious affiliations or orientations, identification as transgendered, nor by reason of membership or non-membership or activity or lack of activity in the Union, or the exercise of rights under this Agreement.

The Employer and the Union agree that members have the right to be referred to by the correct gender pronouns, and that refusal to refer to any person by their preferred gender pronouns constitutes discrimination and harassment.

5.01.02 Trent University Free Speech Policy does not excuse violations of the Discrimination & Harassment Policy and the Workplace Violence and Harassment Policy by any individuals covered by these policies.

5.02 Harassment and Violence in the Workplace

- .01 The Union and the Employer recognize the right of employees to work in an environment free from violent and harassing behaviour, and the Employer will take all possible and appropriate actions to foster such an environment. The parties agree that sexual harassment, as well as harassment on the basis of race, gender, religion, ethnic origin or sexual orientation is unacceptable conduct which may be the subject of discipline.
- .02 Harassment: is 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.
- .03 Sexual and Gender Harassment: is a form of harassment that can include, but is not limited to: 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.

The parties acknowledge that in certain circumstances the nature of a particular harassment complaint may require an extension of grievance timelines. Such extension will not be unreasonably opposed by either party but shall not exceed sixty (60) days.

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 15.

The parties understand and acknowledge that it is difficult to come forward with a complaint of harassment and recognize a complainant's interest in keeping the matter confidential. To protect the interests of the complainant, the person complained against and any others who may report incidents of harassment, confidentiality will be maintained throughout the grievance process to the extent practicable and appropriate under the circumstances.

- 5.04 Where personal safety is at risk or a strongly negative environment exists, the employee or union designate, upon notification to the Dean has the right to discontinue such contact with the alleged harasser pending the completion of the investigation of the complaint. Such a request will not be unreasonably denied. Upon receipt of such a request, the Employer will make every reasonable effort to accommodate this request without the complainant suffering any financial penalty. In the event that such discontinuance of contact significantly reduces the workload of either the member making the complaint or of a member who is the alleged harasser, the Dean may assign other duties as deemed necessary.

- 5.05 Both Parties acknowledge at times the Supervisor and Academic Supervisor may be one and the same. This can create difficult situations due to the power

dynamics that must be recognized.

- 5.06 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.
- 5.07 Discrimination, Harassment and Violence constitute serious offenses that may result in disciplinary sanctions from the University. There will be no reprisal or retaliation against anyone pursuing their rights under this Article of the Collective Agreement, or for participating in proceedings related to this Article of the Collective Agreement. Any such alleged retaliation, reprisal, or threat of retaliation or reprisal shall be significant grounds for grieving a complaint under this article. The University retains the right to not proceed where there is sufficient evidence that a complaint is frivolous or vexatious, and, in such cases, may impose sanctions and remedies that it deems appropriate.
- 5.08 Employees found to have harassed or discriminated against others could face disciplinary action ranging from verbal warning up to and including discharge from employment. Any Employee who is disciplined as the result of investigations into alleged Discrimination or Harassment shall have the right to grieve such discipline under Article 15 of this Collective Agreement.
- 5.09 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.

5.10 Employment Equity

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

ARTICLE 6- ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT

6.01 Accessibility for Ontarians with Disabilities Act

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

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

ARTICLE 11- INFORMATION AND FACILITIES

- 11.01 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.
- 11.02 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.
- 11.03 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.
- 11.04 The Employer shall provide a centrally located bulletin board of at least one square metre in Traill College, and on the Symons and Trent Durham GTA campus, 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 Joint Labour- Management Committee for resolution. The Union shall have the exclusive right to put up and/or take down material from this space. These boards will be located in areas are highly visible to employees.
- 11.0 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 all campuses, 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 12- OFFICE WORK SPACE AND FACILITIES

- 12.01 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.
- 12.02 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;
 - As required by their employment, office supplies, software, access to internet on campus and access to available office equipment including printing, photocopying, and paper.

ARTICLE 13- COACHING AND PROGRESSIVE DISCIPLINE

The Employer recognizes the developmental nature of Unit 2 positions and will take this into consideration in progressive disciplinary measures. However, a member may be disciplined only for just, reasonable, and sufficient cause. Such disciplinary action shall be fair, reasonable, commensurate with the seriousness of the violations, and based on the principle of progressive discipline. Both parties recognize the objective of progressive discipline as being corrective in nature.

13.01 Non-disciplinary Situations

- .01 A member may not be disciplined for violation of a rule, regulation or instruction unless that rule, regulation or instruction has been promulgated and communicated by the appropriate authority, and does not violate this Agreement.
- .02 Medical disability shall not be cause for discipline. If a member is disciplined for an incident they claim is a result of medical disability or illness, they shall notify the university. In such cases, the university may require members to provide a medical certificate from a physician of their choice.
- .03 Coaching and counselling letters are non-disciplinary direction provided by the Employer to a member on employment-related matters. The Employer may place a coaching or counselling letter in a member's personnel file. Such letters shall be removed from the member's personnel file and destroyed after twelve (12) months.

13.02 The Employer shall, in the process of progressive discipline, follow the sequence of supportive and corrective action 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.

13.03 Procedure

The measures through Step 1 to Step IV are normally followed in sequence; however, depending on the seriousness of the infraction the disciplinary process may commence at any point. In the event that the employer elects to accelerate the process directly to suspension or dismissal, the Employer shall advise the union.

.01 Step I- Verbal Warning/ Informal Meeting (with a follow-up email)

Subject to 13.03, an employee shall receive a verbal warning prior to any other disciplinary action. 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. Following the meeting, an email will be sent to the employee recording what corrections are required to avoid further progressive disciplinary action. If requested by the Employee, the Union will be copied on the follow up email.

.02 Step II- Written Warning

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 appropriate Dean.

The written warning shall state the nature of the complaint which requires corrective action.

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 not met the standards as outlined in the written warning, then the Chair/ Director may proceed to Step III of the disciplinary procedure (13.03.03).

.03 Step III- Suspension from Work

If just cause is found to exist as per the procedures described at Step II (13.03.02), the Employer may issue a Notice of Suspension. The length of the suspension shall be commensurate with the severity of the employee's infraction. Suspensions resulting from not meeting the standards as outlined in the written warning will not exceed five (5) business days.

The Chair/ Director of the employing department shall send the Notice of Suspension to the employee, copied to the Union, and the Office of the appropriate Dean, 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 (13.03.02).

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 documented just cause exists, and only after the completion of a period of suspension indicated in the Notice of Suspension at Step III (13.03.03), 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 the appropriate Dean, 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 (15.04).

.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 the appropriate Dean. 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 (15.04).

- 13.04 The fact and substance of non-disciplinary situations and disciplinary investigations shall be treated confidentially by the Employer and the Union.
- 13.05 An employee who wishes to grieve disciplinary action taken against them shall initiate the grievance at Step II (15.04).
- 13.06 It is agreed that any written communications in regards to progressive discipline as outlined in Article 13 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.
- 13.07 The union shall be copied on all terminations which occur during the probationary period of new employees.

ARTICLE 14- PROBATIONARY PERIOD

- 14.01 New 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 15- GRIEVANCE PROCEDURE

15.01 Definition

- .01 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.
- .02 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. The union will be required to notify Human Resources in advance if the scheduled meeting conflicts with the grievors working hours. If the joint meeting occurs during normal teaching hours or during the class lecture, the joint meeting should be considered working hours and the Unit 2 member should be paid at their normal rate of pay.
- .03 For any particular grievance, the time limits provided in the Grievance Procedure may be extended by mutual written consent of both parties.
- .04 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.
- .05 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.

15.02 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.

15.03 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.

15.04 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 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.

- 15.05 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.
- 15.06 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.

15.07 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 16 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.

15.08 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 16- ARBITRATION/ MEDIATION

16.01 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.

16.02 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.

- 16.03 No matter may be submitted to Arbitration which has not properly followed all steps of the grievance procedure.
- 16.04 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.
- 16.05 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.
- 16.06 The parties will jointly bear the fees and expenses of the Arbitrator.

16.07 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 17- ACADEMIC FREEDOM

17.01 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. Academic freedom does not confer immunity from the terms of the University's Discrimination and Harassment policy.

ARTICLE 18- POSITION DEFINITIONS

18.01 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, or workshops. 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 include:

- Employer-required training and orientation;
- Assigning, marking, and evaluating written and oral student work;
- Submission of grades as required;
- Attendance at lectures in person or virtual as assigned;
- Monitoring labs;
- Preparing for and conducting discussion groups, seminars, workshops, 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.

18.02 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 lab or workshop group, assigning and marking of students' overall written and oral work in a course or principally responsible for conducting the lab or workshop; AA will work under the direction of a supervisor and will not work without oversight. 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 include the following:

- Demonstrating problem-solving and analytical techniques and related

- marking (e.g. Mathematics, Chemistry),
- Assist facilitating small group discussions and development of problem solving strategies (e.g. Environmental Studies, Indigenous Studies),
- Assisting students in laboratory settings (e.g. Biology).

18.03 Student Lab Demonstrator (SLD)

A SLD shall be defined as an enrolled Trent University student who does not hold a full or half-time GTA position. SLD shall not set up or take down laboratories or workshops. A SLD 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 lab or workshop work;
- Submission of grades as required;
- Monitor labs;
- Preparing for and conducting discussion groups, laboratories, workshops, and/or problem solving sessions

18.04 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.

18.05 Proctor

A Proctor or invigilator shall be defined as an enrolled Trent University Student whose assigned duties are aiding Course Instructors in the administration of exams by:

- Handing out blank exam booklets before the exam;
- Collecting unused exam booklets after the exam;
- Being present in the exam room for the scheduled duration of the exam.
- Being aware of Trent's academic integrity policies

ARTICLE 19- POSTINGS AND APPOINTMENTS

19.01 Graduate Teaching Assistant (GTA) Appointments

- .01 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 appointment of GTAs will be on the basis of the best-qualified candidate, as determined by the Undergraduate Chairs and the Dean of Graduate Studies.
- .02 The total length of a GTA appointment shall be designated in the letter of admission as part of the funding package provided by the Office of Graduate Studies. Normally the duration of the GTA appointment will be consistent with the length of the Graduate Program in which the student is registered. A GTA must be registered as a Graduate Student as a condition of employment.

19.02 Hiring Form

- .01 The Graduate Students shall be notified the details of their appointment through a hiring form issued by the undergraduate department or school. This form is to be returned by GTA's by the communicated payroll deadline.

The form shall include the following:

- (a) Per term salary
- (b) Start and end dates of contract
- (c) Hours per week
- (d) Assigned courses
- (e) Chair of the employing department
- (f) Links to required payroll documents including Revenue Canada TD1 form
- (g) Declaration stating they do not have a criminal record in which they have not received a pardon
- (h) Confirmation of eligibility to work in Canada
- (i) A link to the CUPE Unit 2 website.

19.03 GTA Assignments

- .01 Undergraduate department Chairs and Deans will be notified of the approximate number of students who will be assigned a GTA in their department by June 15.
- .02 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.
- .03 The availability of these assignments is subject to change, depending on undergraduate enrollment. If a GTA appointment is cancelled the University would make every reasonable effort to reassign the member to another position while maintaining the awarded funding.

19.04 Department Assignments of GTAs

- .01 All GTA's will submit an up to date CV and cover letter that will serve as a statement of interest for their course preferences.
- .02 The placement of GTAs shall proceed in the following order of priority:
 - (a) Returning GTAs content to remain in their currently assigned department;
 - (b) Returning GTAs who want to change their currently assigned department GTA assignments; and
 - a. New GTAs.
- .03 Assignment of Courses to GTAs
 - (a) Returning GTAs will be asked by the School of Graduate Studies to indicate their preferred course(s) no later than August 1st, if a preference is not indicated, returning students will be assigned a course in the department in which they previously taught.
 - (b) New Graduate Students will be assigned to the remaining available courses.
- .04 Where two or more qualified applicants with equal experience of the same work assignment express a preference for that work assignment, the Employer can consider outside experience and research interests, and will appoint the most appropriate applicant.

- .05 Failure to assign GTAs to their preferred work assignments shall not necessarily 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.

19.05 Acceptance of GTA Assignment

GTA assignments 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.

19.06 Non-Funded Posting Procedures

- .01 All available non-funded positions in this unit shall be posted on the relevant undergraduate departmental website and a copy of the postings will be sent to the union.

- (a) the position(s) available
- (b) the classification of the position
- (c) relevant course(s)
- (d) qualifications required
- (e) application procedures
- (f) deadline for application

The Department Chair and/or the course instructor shall select the successful applicant based on the experience and expertise and the ability of the applicant to perform the duties as determined by the Department Chair and/or the course instructor.

19.07 Non-Funded position hiring queries

For positions totaling sixty (60) hours or more in an academic session, in which two or more equally qualified candidates apply, the Union shall be eligible to submit a hiring query to the chair of the department to inquire as to the reasons of the decision.

19.08 Cancellation of Appointments

When an appointment is cancelled by the Employer, appropriate notice shall be provided as per the Employment Standards Act.

ARTICLE 20- HOURS OF WORK AND WORK ASSIGNMENTS

20.01 Hours of Work

- .01 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.
- .02 Over the course of a GTA appointment, the Union and Employer agree that any mandatory or assigned training will constitute working hours.

20.02 GTA Work Assignment

- .01 The supervisor shall confirm in writing (email is acceptable) with all recipients of GTA appointments the expectations of the position, and where possible, 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) Department and Location of position;
 - (f) Expected Class size/ Number of Students
 - (g) Description of duties;
 - (h) The classification and stipend (or hourly rate) for the position.
- .02 Where a GTA has reason to believe that the assigned duties cannot be performed within the hours specified in Article 19.02, the GTA 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 GTA's concern. If no agreement can be reached informally, the GTA may file an individual grievance. Such a grievance shall be initiated at Step II of the grievance procedure.

- .03 Supervisors will meet with the GTAs prior to the end of the second week of classes to discuss GTA requirements. The Supervisor is expected to provide a written guideline of the approximate length of time expected to be devoted to each major activity in relation to the assigned position (see Article 18). This should include but is not limited to lecture/seminar contact, marking, office hours, course specific training, preparation for seminar/workshop, communication (electronic or in-person) with students, attendance of lectures/seminars, setup/cleanup of seminars/workshops/labs, and administrative tasks such as troubleshooting of virtual-learning software. The hours for the predetermined guidelines must add up to no more than 120 hours per term (full-GTA), or the hours allotted to the position..
- .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, 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 GTA 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 Supervisor in person or to communicate the necessary information to them via email. In the event that the 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.

20.03 Non- Funded Positions Hours of Work

The number of hours assigned to a non-funded position shall be in accordance with the hiring form provided at the time of hiring by the office of the relevant Dean. The hours of work will vary from department to department and from course to course, but will not exceed the maximum indicated in the hiring form.

The employee shall be paid for actual hours worked as approved by their supervisor and submitted to payroll on a bi-weekly basis.

20.04 Additional Hours of Work

Full-time graduate students are expected to pursue their graduate degree on a full-time basis and make satisfactory progress toward timely completion.

Accordingly, the University is committed to the principle that full-time graduate students should not normally be employed more than an average of 10 hours per week on campus. It is recognized however, there may be circumstances wherein it is mutually beneficial for a student employee to work additional hours, in such cases a Request For An Exception To On Campus Work form shall be required. Subject to Article 4.01, these requests shall not be unreasonably denied.

It is not possible, or desirable, for the university to monitor and enforce the employment activities of its graduate students outside the university.

ARTICLE 21- HOLIDAYS

21.01 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.

Some employees may, for reasons based on creed, in accordance with the Ontario Human Rights Code and Commission Guidelines, wish to observe holidays other than those listed above. An employee with a request for paid time for religious leave will make that request in writing to the supervisor at least ten (10) business days in advance of the leave date(s) including the name of the holiday and the specific measures of accommodation that are required. No such request will be unreasonably denied. With the approval of the Supervisor(s), an employee may arrange to exchange their duties with a qualified person in order to attend University celebrations and commemoration(s).

21.02 Vacation Pay

All members of the bargaining unit shall be entitled to an additional 4% of salary and/or wages paid as vacation pay. After five (5) years of employment, employees shall be entitled to 6% of vacation in accordance with Employment Standards Act. Vacation pay shall be calculated, identified separately, and included as part of an employee's regular salary.

If employees are instructed to work on statutory holidays, they shall be paid as legally required.

ARTICLE 22- LEAVES

22.01 General

- 0.1 In order for the University to be able to cancel, re-schedule or find replacement staff for classes, it is understood that when an Employee is unable for any reason to be present for scheduled duties, all reasonable efforts shall be made to advise the immediate Supervisor as far in advance of the absence as possible. Except in emergency situations, notice will be sent to the Supervisor in writing.
- 0.2 In no case shall the paid or unpaid component of a leave extend beyond the expiry date of any appointment.
- 0.3 It is understood that employees are eligible to apply for posted positions while on leave.

22.02 Short Term Leaves

Employees who have an appointment or appointments totaling sixty (60) 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 denied.

22.03 Medical Leave

Employees who have an illness, injury, medical condition, or procedure 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 and shall not be unreasonably denied.

Where such medical leave exceeds five (5) consecutive business days, the employee shall consult with their supervisor, and the Chair/ Director of the employing Department with regard to the anticipated duration of their leave. The Employee shall keep their Supervisor regularly informed of the anticipated date for the resumption of duties. Reasonable accommodations shall be made and Employees shall not be expected to reschedule or exchange assigned duties.

If requested to do so, in an absence of more than five (5) consecutive business days, employees must provide medical documentation supporting their leave,, signed by a legally qualified medical practitioner and acceptable to the Employer,

with copies forwarded to Human Resources, which shall be kept confidential. Following submission of a receipt, the cost for the issuance of such medical certificate shall be reimbursed by the Employer.

22.04 Professional Development Leave

Employees who have an appointment or appointments totaling sixty (60) 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 supervisor, these request will not be unreasonably denied. Professional Development Leave activities can be defined as, but are not limited to, delivering a paper or poster, presenting research findings, chairing a session, serving as a discussant at an academic conference or workshop, or unanticipated off-campus research obligations. An employee shall not be expected to reschedule or exchange assigned duties.

22.05 Union leave

Employees who have an appointment or appointments totaling sixty (60) 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 and shall not be expected to reschedule or exchange assigned duties.

22.06 Unpaid Leave of Absence

Employees who have an appointment or appointments totalling sixty (60) 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.

22.07 Grievance Leave

Where attendance at a grievance meeting or an arbitration hearing unavoidably conflicts with the employee's duties, those Union representatives 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 shall not be expected to reschedule or exchange duties.

22.08 Bereavement Leave

Employees who have an appointment or appointments totalling sixty (60) 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 partner, spouse, elder, child (born or unborn), parent, sibling, grandparent, parent-in-law, grandchild, sibling, or member of the immediate household. In the event of such an absence, the employee will advise their supervisor as soon as reasonably possible, and shall not be expected to reschedule or exchange duties. The leave shall not be denied.

22.09 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, partner, sibling, parent, grandparent, in-law, or child. In the event of such an absence, the employee will advise their supervisor as soon as reasonably possible, and shall not be expected to reschedule or exchange assigned duties. The leave shall not be unreasonably denied.

22.10 Pregnancy Leave

A pregnant Employee will be entitled to up to seventeen (17) weeks of leave. To be eligible the Employee must have been employed in a bargaining unit position for a minimum of thirteen (13) consecutive weeks in the sixteen (16) months prior to the due date.

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). Furthermore, if an Employee has a miscarriage or

stillbirth within the 17 week period preceding the due date, they are also entitled to seventeen (17) weeks of pregnancy leave, and on occasion, longer in accordance with Employment Standards Act (2000) and the Employment Insurance Act.

The Employee shall give supervisors and the Department of Human Resources, whenever possible, a minimum of two (2) weeks notice of the intended start date of the leave.

In exceptional circumstances, the employee may request an extended pregnancy leave without pay and approval shall not be unreasonably denied. Where extended leave is requested, the employee shall give two (2) weeks' notice in writing to their 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.

22.11 Parental Leave

Employees are entitled to leave on the occasion of becoming a parent, including adopting a child. The leave is for a period of up to sixty three (63) weeks. Such leave shall not be denied.

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

For an employee who has taken pregnancy leave, parental leave must commence at the end of pregnancy leave and is for a maximum of sixty one (61) weeks. For others the leave must commence no later than seventy eight (78) weeks after the date of birth or adoption.

22.12 Civic Leave

Employees 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.

22.13 Special Leave

Employees are entitled to one day of leave in any one academic session for compassionate reasons, bona fide personal or family emergency, participation in traditional ceremonial practices, or for cases of inclement weather. Such leave shall not be unreasonably denied.

ARTICLE 23- HEALTH AND SAFETY

23.01

- (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, Public Health Regulations 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.

23.02 Violence in the Workplace

- .01 Pursuant to the University's Workplace Violence and Harassment Policy, 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 this includes domestic violence on campus. 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) and the Union if requested by the employee
- .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 24- WAGES

- 24.01 Wages paid to employees will be set out in Appendix A attached hereto and forming part of this Collective Agreement.
- 24.02 The employer shall pay all employees by direct deposit, every second Friday. In the case that the Friday falls on a statutory holiday, employees shall be paid on the business day preceding the statutory holiday. The Employer will advise the union of any proposed change(s) to the date(s) that wages are paid through Joint Committee.
- 24.03 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 25- DURATION OF THE AGREEMENT

- 25.01 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, 2024. 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.
- 25.02 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 26- FILES AND FILE RETENTION

- 26.01 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.
- 26.02 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.
- 26.03 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.

- 26.04 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.

ARTICLE 27 - INTELLECTUAL PROPERTY MANAGEMENT

Intellectual Property created by the member for the purposes of teaching or assisting in teaching is owned in the first instance by the member. This includes course outlines, lectures, laboratory manuals, and all other teaching materials including, but not limited to, multimedia instructional aids prepared by the student using University facilities (ie. computers, library, office and laboratory space, telephone, etc.). At the discretion of the member, the member may grant a non-exclusive license to the University or a faculty member to reproduce and circulate the work for internal teaching and research purposes. Such license shall include the right to edit, modify, add to, or delete any part of the work.

All members of the University community must abide by Trent University's intellectual property policies and respect the intellectual property rights of others. It is the responsibility of all members to read and familiarize themselves with Trent's policies and guidelines on intellectual property.

Please refer to the Guidelines for the Use and Ownership of Intellectual Property Developed by Graduate Students at Trent University as outlined in the Graduate Academic Calendar for additional information.

For Unit 2 members working Unit 1 positions, Article 9 Intellectual Property of CUPE Local 3908 (Unit 1) Collective Agreement will apply.

APPENDIX A- WAGE RATES

(September 1, 2021 to August 31, 2024)

	Sept. 1, 2021	Sept. 1, 2022	Sept. 1, 2023
GTA (full):	\$11,289.00	\$11,401.89	\$11,515.91
GTA (half):	\$5,644.50	\$5,700.94	\$5,757.95
Proctor	\$17.35 (as of Jan 2022)	\$17.53	\$17.70
Undergraduate Students: Academic Assistants/ Student Markers	\$17.35	\$17.53	\$17.70
Student Lab Demonstrator		\$22.73	\$22.96
Graduate Students:			
Academic Assistants	\$21.35	\$21.56	\$21.78
Student Marker	\$21.79	\$22.01	\$22.23

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 - 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 subcommittee of the Joint Committee;

September 1, 2021: \$27,500.00

September 1, 2022: \$27,500.00

September 1, 2023: \$27,500.00

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 \$500.00 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 \$200.00 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 D- 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 E- 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 F- HEALTH BENEFIT REIMBURSEMENT

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 October 31, 2021: \$70.00

Employed as of October 31, 2022: \$70.00

Employed as of October 31, 2023: \$70.00

APPENDIX G- 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

APPENDIX H – EQUITY, DIVERSITY, AND INCLUSION (EDI)

LETTER OF UNDERSTANDING

Whereas the University is a signatory of the *Dimensions Charter*, and has committed to the principles therein; and

Whereas the University has established a Senate Committee on Indigenous Education to advance indigenization at the University; and

Whereas, the Parties wish to affirm their commitment to **the Dimensions Charter and** the goal of advancing equity, diversity, and inclusion; and,

Whereas, consultation will be required to formulate plans for achieving this goal as it impacts this unit.

The Parties agree to meet no later than 90 days following ratification of this agreement, to discuss engaging the services of a **mutually agreed to** third party EDI facilitator to make recommendations to the Parties regarding how to improve Equity, Diversity, and Inclusion for Unit 2 members, with specific attention to issues and barriers that may exist for Indigenous members. The Parties will equally share the cost of this facilitator. These recommendations shall be taken into consideration during the next round of Collective Bargaining.

APPENDIX I – PAYROLL PROCESSING

LETTER OF UNDERSTANDING

The parties agree to meet no later than 60 days following the ratification of this agreement of this agreement to discuss the administration of payroll and the accessibility of submitting hours and timesheets for hourly rated positions, with an aim to remove barriers to equitable and timely payment.

APPENDIX J - RIGHTS FOR UNIT 2 MEMBERS WORKING UNIT 1 POSITIONS

LETTER OF UNDERSTANDING

Whereas, the parties agree there are two ways in which CUPE 1 positions may be filled by CUPE Unit 2 Employees;

- 1) Through non-competition as per Article 5.09 of the CUPE Unit 1 Collective Agreement and Appendix E of this agreement.
- 2) Through competition as per the normal posting procedure outlined in CUPE Unit 1.

The parties now therefore agree:

Where a student applies for a posted CUPE 3908 Unit 1 position and is the successful candidate as per the processes outlined in the Unit 1 agreement, they shall become CUPE Unit 1 members for the duration of their appointment and will be subject to all rights, responsibilities and privileges granted under the CUPE 1 Collective Agreement. A course Instructor approval form will be required.

The Employer will notify, in writing, both CUPE 3908 Unit 1 and CUPE 3908 Unit 2, of any CUPE 3908 Unit 1 appointments assigned to Trent University students.

Signed at Peterborough on this 25 day of November, 2021

APPENDIX K – LETTER OF UNDERSTANDING

TRANS FUND

The Parties agree to reallocate \$15,000 from the existing surplus in the Professional Development and Employee Assistance Fund to create a Trans fund. The annual amount allocated will be \$5,000 to be available to support health services and other costs associated with gender transitioning not covered by OHIP or any other government program. Unused funds shall be carried over with the fund amount not to exceed \$15,000. The Parties will establish a subcommittee of Joint Committee to determine the procedures for the administration of the fund.

Signed at Peterborough on this 26 day of November, 2021

APPENDIX L – CENTRALIZED NON-FUNDED POSITION POSTINGS

The parties will meet within 90 days of the ratification of this agreement to discuss the implementation of a centralized job posting website for non-funded CUPE Unit 2 positions, with an implementation date of no later than August 15, 2022.

THIS COLLECTIVE AGREEMENT

SIGNED AT PETERBOROUGH, ONTARIO

THIS 28 DAY OF June, 2022

For Trent University:

For CUPE, Local 3908 (Unit 2):

*Leo Groarke
President and Vice-Chancellor*

*Mitch Champagne
CUPE 3908*

*James Connelly
Dean of Graduate Studies*

*Alison Fraser
CUPE 3908.2*

*Stephanie Williams
VP, Human Resources*

*Michael Schmidt
CUPE 3908.2*

*Dana Large
Director, Human Resources*

*Eric Lehman
CUPE 3908.2*

*Rosanna Grims
Manager, Dean of Arts and Science*

*Shiva Javdan
CUPE 3908.2*

*Stephanie Belfry
Manager, Graduate Studies*

*Yvonne LaRose
Office Manager
CUPE 3908*

*Linda Pinto
Human Resources and Labour
Relations Advisor*

*Russ Armstrong
National Representative CUPE*