

Memorandum of Settlement Between Trent University

and The Canadian Union of Public Employees Local 3908.2

- The parties herein agree to the terms of this Memorandum as constituting a full settlement of all matters in dispute for the renewal of the Collective Agreement.
- 2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this Memorandum to their respective parties and to take for ratification within sixty (60) days.
- 3. The parties herein agree that the term of the Collective Agreement shall be from September 1, 2024, to August 31, 2028.
- 4. The parties agree that the terms herein shall be effective from the date of ratification unless otherwise provided in this settlement.
- 5. The final form of the renewal Collective Agreement will be subject to a housekeeping review for numerical consistency, cross-referencing, and correcting any errors or omissions that are agreed to by both parties. The parties agree to review the wage grids and update to incorporate the current classifications.
- 6. The parties herein agree that the newly-negotiated collective agreement shall include the terms of the previous collective agreement expiring August 31, 2024, and all agreed-upon amendments.
- 7. The parties agree that 20.01.03 will be effective January 1, 2025.
- The parties agree to increase the wages and rates in Appendix A as follows and retroactively:

September 1, 2024

- An internal equity adjustment of 45 cents per hour to the rate of Graduate Student Academic Assistant.
- Followed by an internal equity adjustment of 0.7% to all hourly rated positions, and a bill 124
 adjustment of 2% Across the Board, and an additional three (3) percent general wage
 increase.

September 1, 2025 - an additional three (3) percent general wage increase.

September 1, 2026 - an additional three (3) percent general wage increase.

September 1, 2027 - an additional three (3) percent general wage increase.

9. Retroactive wages shall be paid within sixty (60) days of ratification.

Dated at Peterborough this 25th day of October 2024

For the Union:	For the Employer:
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NO DC

Tentatively Agreed to Items Between CUPE Local 3908 (Unit 2) And Trent University October 21, 2024

AMEND TO READ

جرمت 5,01 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 **misconduct or** 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.
- .02 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.





5.1011 Employment Equity

Trent University is an employment equity employer. The Employer is parties are committed to establishing equitable opportunities for employment and a workplace environment that is free of discrimination. The parties also agree to work together through bilateral consultation and negotiations to seek, identify, and remove any discriminatory barriers that may exist in employment areas, including the recruitment and hiring of, as well as professional development opportunities for, bargaining unit members especially in regards to the employment of women, Indigenous peoples, people with disabilities, members and allies of 2SLGBTQIA+ people, and members of visible minorities in employment areas covered by the Agreement.

AMEND TO READ

7.09 The Employer agrees to provide the Union the equivalent of **one and a half** (1.5) GTA base stipend, per year, for the purpose of paying members for union service.

AMEND TO READ

11.035 The Employer agrees to permit the Union to make use of the University's internal post services for the purpose of communication with its members and the Employer 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 offcampus-mail must be supplied by the Union.

AMEND TO READ

13.04 The fact and substance of non-disciplinary situations and disciplinary investigations shall be treated confidentially by the Employer and the Union unless disclosure is required through alternate legislation or legal proceedings.

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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.

The claim of academic freedom shall not be considered a justification or excuse for hate speech, defamation, slander, or actions or speaking which is not compliant with any of the following: the Human Rights Code, the Criminal Code of Canada; provincial regulations, and Article 5.

AMEND TO READ

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 Department Chair/Directors and the relevant 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.

No

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 **May 15** 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 June 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.

AMEND TO READ

- 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
- (c) 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.

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AMEND TO READ

19.07 Non-Funded position hHiring qQueries

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.

AMEND TO READ

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.
- 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 17). 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.

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 Supervisor 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.

AMEND TO READ

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 Eemployee 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, loss of pregnancy (bern or unborn), parent, sibling, grandparent, parent-in-law, grandchild, pibling (aunt/uncle), nibling (nephew/niece), chosen family, or member of the immediate household. In the event of such an absence, the employee will advise their Seupervisor as soon as reasonably possible, and shall not be expected to reschedule or exchange duties. The leave shall not be denied.

AMEND TO READ

22.09 Family Medical Leave

An employee is entitled to five (5) consecutive working days of paid compassionate leave and up to seven (7) 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.

22.11 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 Eemployee must have been employed in a bargaining unit position for a minimum of thirteen (13) consecutive weeks in the sixteen (16) months prior to the expected date of delivery or adoption.

For an Eemployee 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.

AMEND TO READ

27.03 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 including 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.





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.

The parties will meet within 90 days of the signing of this agreement.

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AMEND TO READ

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.

The parties will meet within 90 days of the signing of this agreement.

FOR THE UNION

FOR THE EMPLOYER

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Tentatively Agreed to Items Between CUPE Local 3908 (Unit 2) And Trent University October 21, 2024 -2

AMEND TO READ

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

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- (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, and/or gender expression
- (i) 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)
- (I) 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

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5.0203 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, psychological harassment, as well as harassment on the basis of race, gender, religion, ethnic origin, or sexual orientation, or any other grounds named in 5.01 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: **coercion, financial, emotional abuse,** 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.

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AMEND TO READ

5.0304 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.

The parties acknowledge that in certain circumstances the nature of a particular harassment complaint may, from a grievor's perspective, render it undesirable or impractical for a grievance to be filed within the normal time limits specified in Article 15. Accordingly, the parties agree that greater latitude will be allowed in the extension of the time limits for filing in such cases and such extension will not be unreasonably opposed by either party require an extension of grievance timelines. Such extension will not be unreasonably opposed by either party but shall not exceed sixty (60) days.

Where a complainant files a grievance, the grievance may, by mutual agreement of the parties be put in abeyance, for a maximum of sixty (60) days unless otherwise agreed, while an investigation is being conducted under the Trent University Harassment and Discrimination policy dated October 4, 2013 or Campus Violence and Harassment policy dated January 17, 2013.

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 griever 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.

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AMEND TO READ

5.0405 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. Where a complainant and the alleged harasser are in contact by virtue of teaching, employment or other institutional relationships, and where the complainant has reasonable grounds to believe that their safety and/or well-being are in jeopardy, the complainant, upon notification to the Dean, has the right to discontinue such contact with the alleged harasser pending the completion of the investigation of the complaint. Upon receipt of such a request, the Employer will make every reasonable effort to accommodate it without the complainant suffering any financial penalty or any adverse impact on the accruals toward or retention of seniority. In the event that such discontinuance of contact significantly reduces the workload of either a member making the complaint or of a member who is the alleged harasser, the Dean may assign other duties as deemed necessary.

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AMEND TO READ

7.02 As provided for in Article 4 of this Agreement, the Employer parties agrees that no employee or group of employees shall undertake is empowered to represent the Union to the Employer without proper authorization of the Union specific authorization either through the express provisions of this Agreement or through formal written notice from one party to the other. 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 each party will confirm in writing each October a list of its authorized spokespersons and their respective jurisdictions. The Union undertakes to provide updates to this list within 14 working days of any changes. Each party shall maintain the currency of its list. 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.

The Union shall have the right at any time to call upon the assistance of authorized representatives of the CUPE when dealing with the University. Such representatives and any other duly-designated representatives shall have access to the University premises at all reasonable times to consult with members, Local officers, or University officials.

When such representatives deal directly with University officials, the extent of their authority shall be clearly defined and communicated to the University officials by the Union.

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AMEND TO READ

7.05 Powers of the Joint Committee

.01 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.

.02 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. Matters which may or are likely to be of general concern to members of the bargaining unit may be raised by either party for discussion at Joint Committee.

.023 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. **Meetings shall be convened at a mutually-agreeable time at the request of either party, the parties agree to provide reasonable availability.**

.034 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.

.05 For the purposes of negotiations, the ongoing administration of this Agreement, or to fulfill any legislative requirements, the Employer and the Union agree to make available to the other party, upon written request and within a reasonable period of time after receiving the request, documents that by policy or practice are routinely available to members of the University, and requests for further information shall not be unreasonably denied. Where such information relates to named individuals in detail, such details shall be treated confidentially by the parties, officers, and designated representatives. This paragraph shall not be construed as requiring either party to compile information and/or statistics in a particular form if such data are not already being compiled in such a format.

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AMEND TO READ

7.07 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.

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

AMEND TO READ

7.10 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 and physical and digital materials organized by any the University agency for new graduate students. The Employer shall notify the union of orientation and training sessions where CUPE members may attend, a minimum of one (1) month in advance, to allow for CUPE to prepare any presentations.

AMEND TO READ

7.11 The Employer agrees to allow the Union to design and conduct an ene (1) hour information session and online materials annually, to be approved by the Dean of Graduate Studies, as part of the annual graduate teaching training Teaching Assistant Training Certificate Program.

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AMEND TO READ

9.02 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 to the Treasurer of the Union 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 also agrees to provide any non Trent email addresses, provided to them, through the employment relationship, including the VIP system.
- .023 The Employer shall indicate the monthly deduction of dues on each employee's pay.
- .034 The University will show the amount of Union dues paid by an employee on the employee's income tax T-4 statement.

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9.04 Membership Information

The Employer shall provide the Union with the following information:—Bby electronic transfer, no later than November 15th, February 15th, and July 15th, and on occasion by request each 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:
- Assigned employment Department
- Position Title
- Campus
- Start and End Date of Contract

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

The University Employer will periodically report on system enhancements which may allow the reporting of gender pronoun

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11.01The 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 online materials shall at CUPE's request, include a one page brief statement about the Union, prepared by the Union at its own expense.

AMEND TO READ

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, **fifty** (50) 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.

AMEND TO READ

11.03 A link to the Collective Agreement shall accompany each offer of appointment.

AMEND TO READ 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 and biweekly pay per assignment
- (b) Start and end dates of contract
- (c) Total contract hours and 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.



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AMEND TO READ

19.06 Non-Funded Posting Procedures

.01 All available non-funded positions, such as AA, SLD, SM, or Proctor (as defined in Article 18), in this unit shall be posted on the relevant undergraduate departmental website, linked from the careers page of the Trent University website, and a copy of the postings will be sent to the union.

Departments will post positions as far in advance as possible. The parties acknowledge that unpredictable fluctuations in student enrolment and course registration, as well as other factors, may result in postings being retracted during the posting period.

All postings shall include the following:

- (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

.02 Length of Postings

Except for exceptional circumstances, positions shall normally be posted for at least five (5) days before being filled.

.03 All applicants for positions must apply directly and in writing, in relation to each posting for which they wish to be considered, in accordance with the specifications set out in the posting. All applications must include an up-to-date CV or resume. 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.

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AMEND TO READ

19.11 Rights for Unit 2 Members Working Unit 1 Positions [Text remains the same as Appendix J except where indicated - request removal of Appendix J]

Whereas, the parties agree Tthere 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. Article 19.10 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 sessional faculty member approval form will be required for sessional faculty positions.

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

AMEND TO READ

20.02.03

Supervisors must 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.

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AMEND TO READ

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 Supervisor shall lay out the expectations of the position including the processes for ensuring Employees do not work over their contracted hours.

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

NEW

20.05 Academic Integrity

In situations where academic integrity is suspected, or a student contacts the member in regards to a grade dispute, the member's only responsibility is to refer the situation to the course instructor, and shall not be requested to do any further work in that regard.





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.
- .04"Week" and "month" for the purposes of leaves refers to all the days within the Julian calendar.

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AMEND TO READ

22.03 Medical Leave

Employees who have an illness, injury, medical condition, **hospitalization**, or **medical** 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 **S**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 Eemployee shall consult with their Ssupervisor, 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**, **E**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, These documents will which shall be kept confidential **by all parties privileged to them**. Following submission of a receipt, the cost for the issuance of such medical certificate shall be reimbursed by the Employer.

The Employer and the Union recognize the importance of Trent community members who are ill remaining home to avoid transmitting illness to others. They also recognize that there are circumstances in which a member might be ill, but still able to perform some duties rather than taking medical leave. As such, members, in consultation with the Department and Course Instructor, may shift to a remote synchronous or asynchronous delivery should their position allow it. Ongoing requirements to teach remotely shall be subject to decanal approval.

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AMEND TO READ

22.09 Family Medical Leave

An employee is entitled to five (5) consecutive working days of paid compassionate leave and up to seven (7) 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.

AMEND TO READ

22.11Parental 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 Eemployee must have been employed in a bargaining unit position for a minimum of thirteen (13) consecutive weeks in the sixteen (16) months prior to the expected date of delivery or adoption.

For an Eemployee 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.

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AMEND TO READ

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 Eemployee 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 Eemployee provides their Ssupervisor 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. Employees shall advise their immediate supervisor, in advance, of such civic requirement.

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AMEND TO READ

22.13Special Leave

Employees are entitled to one (1) day of leave in any one academic session for compassionate reasons, **such as** bona fide personal or family emergency, participation in traditional ceremonial practices, or for cases of inclement weather. Such leave shall not be unreasonably denied. **Requests beyond one (1) day shall be considered on a case by case basis.**

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NEW

24.04 Payroll

- O1 Wages shall be paid by direct deposit to all members of the Bargaining Unit. In the event that a member submits their completed documentation in accordance with payroll deadlines, and does not receive payment, the member may elect to be paid by manual cheque, upon written request, within three(3) business days. In the event that the member is not paid within three (3) business days they shall receive an additional \$200.00.
- .02 All Bargaining Unit members who are employed under an employment contract will be paid bi-weekly in accordance with the established payroll schedule.
- .03 For each pay period, employees will be provided an electronic pay stub which clearly specifies:
 - the pay period for which the wages are being paid;
 - the wage rate(s);
 - each job title;
 - the vacation pay being paid;
 - the statutory holiday pay being paid, if any;
 - the gross amount of wages;
 - the amount and purpose of each deduction;
 - the net amount of wages earned (i.e., take-home pay).



NEW

ARTICLE 28 - TECHNOLOGICAL CHANGE

28.01 If the University intends to implement new technology, which has a significant impact on the members duties, including but not limited to the use of computer-related teaching methods, the University will advise the Union as early as possible. As soon as practicable, but not more than thirty (30) Working Days after the Union is notified, the Employer shall meet with the Union to discuss the effects of the technological change on the group of members.

The information provided to the Union shall include, but is not limited to:

- (a) The nature of the technological change;
- (b) The date on which the Employer proposes to implement the technological change; and
- (c) The Employer's assessment of the effects that technological change may be expected to have on the members' terms and conditions of employment.

Where technological changes affecting the performance of duties of an Employee are introduced during an Employee's contract, and the Employee then does not have the required skills, the employer may provide training to upgrade our members' skills through the Centre for Teaching and Learning.

No member shall suffer a reduction of their normal earnings as a result of any technological change introduced during any work assignment.

No member shall be denied a position where technology is required for the proper instruction of the course where the employer can provide minimal training to upgrade the member.

No member shall be required to provide biometric data as a condition of their employment (including, but not limited to, retinal scans and fingerprints), and no member shall be denied a position on the basis of their declining to provide such data.

FOR THE UNION

FOR THE EMPLOYER

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Tentatively Agreed to Items Between CUPE Local 3908 (Unit 2) And Trent University October 25, 2024

NEW

12.03

It is acknowledged that when the Employer only provides shared office space, the employee may request a T2200 form. All requests must be submitted to the relevant Dean's office on or before March 15, and shall be provided to the employee within ten (10) working days. Completed forms shall indicate the employee works from home 50% of the time.

NEW LETTER OF UNDERSTANDING

The parties agree that within 90 days of the ratification of the Collective Agreement to discuss and explore the opportunity for members to receive student feedback to further their professional growth.



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's will work under the direction direct supervision and will not work alone or 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),
- Assisting an instructor or other teaching support staff (other than another AA) in facilitating small group discussions and development of problem-solving strategies during scheduled class time or in synchronous online discussion forums (e.g. Environmental Studies, Indigenous Studies),
- Assisting students in laboratory settings (e.g. Biology)

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NEW

19.09 Emergency Postings

In exceptional circumstances when an AA, SM, SLD pr Proctor position is required within ten (10) days of commencement of duties, the appointment shall be processed as an emergency posting. Exceptional circumstances may include unexpected resignations, leaves, illness, death, or other unexpected absences, or unexpected enrolments.

For an emergency posting, the Employer shall post in accordance with Article 19.06 but in an accelerated manner of two (2) working days.

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19.10 Ph.D. Student Instructorship Delete Appendix D

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 17 "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.

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AMEND TO READ

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 to the expected date of delivery (due date) as indicated by their medical certificate.

Pregnancy leave may begin up to 47 seventeen (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 47 seventeen (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 (1996).

Employees who have a late term abortion shall be permitted up to seventeen (17) weeks unpaid leave of absence. 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 procedure as indicated by their medical certificate.

The Employee shall give Ssupervisors 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 Eemployee may request an extended pregnancy leave without pay and approval shall not be unreasonably denied. Where extended leave is requested, the Eemployee shall give two (2) weeks' notice in writing to their employment Ssupervisor.

Following pregnancy leave, an Employee shall be reinstated to her their 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 student's funding period will not be reduced by a leave.

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AMEND TO READ

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 23.01(e) shall be considered working time and be compensated at the Employee's regular rate.
- (g) The Eemployer agrees that the Union shall have the right to appoint a representative to the University's **Joint** Health and Safety Committees. 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.
- (h) At any time the Government of Ontario has declared a state of emergency the Employer agrees to form an emergency response committee to address CUPE concerns, with equal representation from the employer and CUPE.

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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.

.03 Over the course of all Unit 2 contracts and hourly wage positions, the Union and Employer agree that any mandatory or assigned training will constitute working hours. If the training hours exceed available work hours in the contract, or additional specialized training is assigned, the member will be paid for reasonable additional hours at their job rate subject to prior supervisory approval.

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AMEND TO READ

APPENDIX K - TRANS FUND GENDER AFFIRMATION FUND

1. Purpose:

The Gender Affirmation Fund is monies available to support social, legal, medical, and other transition related costs that are not covered by OHIP or any other government program that the member is able to/or wishes to access. It is available on a first-come basis to support CUPE Unit 2 members and their families requesting financial assistance.

This fund understands that there are many barriers/reasons as to why an individual may not be able to access funding through OHIP, other government programs, or insurance. This may include unsupportive or nonexistent medical teams, religious choices, and the desire to choose a specific surgeon/medical procedure variation. This fund was created to eliminate barriers, not create more.

2. Funding:

The employer agrees to replenish the fund annually on September 1, to the maximum of \$5000.00 annually and to a maximum fund amount of \$15,000.00.

The Parties agree to reallocate \$15,000 from the existing surplus in the Professional Development and Employee Assistance Fund to create a Trans Gender Affirmation 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.

Funding will be dispersed in the order applications are received.

Funds can be earmarked for members to allow for reasonable planning of expenses. To earmark funds, please provide documentation outlining estimated costs, timeline, or exact date of service or purchase. To ensure that all members have equal opportunity to access funds, earmarked funds cannot be held indefinitely. Earmarked funds will be held for up to three (3) months. Members who have a known date, for example a surgical date, that is further out than three

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(3) months can simply contact us to confirm that the information is still accurate, and the funds can then continue to be held. If eligible, based on CUPE affiliation at the time of service or purchase, members can apply retroactively for funding with valid documentation.

3. Eligible Claims:

Eligible Employees are Unit 2 members, their domestic partners, and dependent children who have a gender or genders that do not align, entirely or in part, with the gender that they were assigned at birth. There are many identities that fall under the umbrella of transgender, including but not limited to: trans, trans woman, trans man, non-binary, genderqueer, agender, two-spirit, and gender-fluid.

Claims cover any expense related to an individual's gender affirming needs. A list is available and maintained on the CUPE 3908 website.

Expenses not eligible for coverage under another benefit plan may be submitted under this fund

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AMEND TO READ

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, 2024: \$27,500 September 1, 2025: \$27,500 September 1, 2026: \$30,000 September 1, 2027: \$32,000 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 \$600.00 per year. For the duration of the 2024-2028 Collective Agreement or until such a time that the surplus in the fund has been exhausted, employees may claim a maximum of \$1000.00 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 60 unit members and two employer members, to be named by the Joint Committee;

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- (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.

5. Reimbursement Timelines

Members shall be reimbursed within forty-five (45) working days of the Joint Committee decision.

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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 **Trent Student Benefits Plan** Graduate Student Association Health Benefit Fund, the following amounts: Employed as of October 31, 2021 2024: \$70.00 Employed as of October 31, 2022 2025: \$70.00 Employed as of October 31, 2027: \$70.00

FOR THE UNION.

FOR THE EMPLOYER

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