

<b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)	Tabled: 5 March 2024; 1pmMT
<u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7	

**EMPLOYER’S OPENING PROPOSAL**  
**“E1A”**

**2024 Negotiations for a Collective Agreement  
between**

**The Governors of the University of Alberta**

**and**

**The Association of the Academic Staff of the University of Alberta  
(AASUA)**

Notes:

Proposed amendments to the current collective agreement are denoted as follows:

- language the Employer proposes to add is in blue italics; e.g. *new language*
- new language that has been agreed is in green text; e.g. **new agreed language**
- language the Employer proposes to delete is in red strikethrough text; e.g. ~~deleted language~~
- language that the parties have agreed to delete is in green strikethrough text; e.g. ~~agreed to delete~~
- table notes are identified by a pink “Note” and within square brackets; e.g. [Note: this is a note to AASUA and is not language that the Employer proposes to include in the collective agreement.]

Except as specifically amended herein, the Employer’s position on all matters is as per the current collective agreement, except as may be modified by a subsequent proposal. The Employer reserves the right to amend or withdraw any proposal herein prior to its acceptance by AASUA, or to correct an error or omission.

Final agreement on all matters is subject to the Employer’s ratification process as set out in its letter to AASUA of January 23, 2024.

**E1A:** Employer's Opening Proposals

(substantive and 'housekeeping' combined)

Tabled:  
5 March 2024;  
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# Common Agreement

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**Table of Contents [Note: to be revised as applicable]**

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**Article 1: Definitions and Abbreviations**

1.01.0 *“Academic Term” or “Term” means one of the following three Terms: Winter, Fall, Spring/Summer. The “Intersession” means the Spring/Summer Term. [Note: 3 terms for the purposes of the Agreement; Employer proposes to amend the third term to “Spring/Summer” throughout Agreement, as applicable]*

...

**Exclusions**

1.39 The parties to this Agreement agree that the following persons shall not be included as a Staff Member and a member of the Association:

- a) persons whose appointment is full-time or part-time for an appointment period of less than 4 months, unless the duties consist of teaching the equivalent of a three-credit course (e.g., *Spring/Summer Term* ~~Spring or Summer term~~);

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**Article 2: Term of Agreement, Agreement Review Committee and Collective Bargaining**

2.02 This Agreement shall be effective July 1, ~~2020~~ 2024 and expire on June 30, ~~2024~~ 2028 (the "Expiration Date"), however, if notice to bargain is not given in accordance with the Code, the Expiration Date of this Agreement shall be deemed to be extended by one year.

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**Article 4: Management Rights**

4.04 The Board of Governors will not adopt, change or implement policies or procedures that affect the terms and conditions of employment of Staff Members, as defined in this Agreement, without the prior consultation with the Association. *Prior consultation means providing an opportunity to the Association of no less than two weeks to review, consider and to provide feedback to the planned initiative, which shall be considered in good faith by the Employer. The Association may request an extension of the two-week timeline, which request shall not be unreasonably denied.* [Note: in conjunction with the proposal here, the Employer provides notice that it does not consider the MOU of December 2009 re “Negotiated Details of Formal AASUA Input into University Policy and Procedure Development” to be valid.]

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**Article 5: Association Recognition**

- 5.03 The Employer shall provide to the Association on an ongoing monthly basis (or annually where stipulated) in electronic form the following information for each Staff Member, or on an aggregate basis where stipulated:
- ...
- f) ~~Gender Sex~~, as may be identified by the Staff Member; [Note: consistent with data provided, i.e. male or female]
- ...
- r) ~~Hospital email addresses for clinical staff;~~ [Note: housekeeping: has never provided; Employer does not have access]
- 5.06 ~~A Staff Member seeking release time to further the work of~~ the Association shall submit a request to *the appropriate Dean their Department Chair, or Supervisor, as applicable*, with as much advance notice as possible, *where seeking release time for a Staff Member to further the work of the Association*. Subject to operational requirements, the request shall not be unreasonably denied and shall be without loss of salary and benefits. The Association shall not be required to reimburse the Employer for the Staff Member's salary while on release, except for those Staff Members who require release from teaching responsibilities. The Association may be required to substantiate the basis for the request.

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## ARTICLES 6&7

[Note:

All employees have the right to a safe and secure workplace. Correspondingly, all employees have an obligation to ensure their conduct is consistent with that right and should be held accountable otherwise. This benefits everyone. The Employer has proposed changes that enhance its ability to issue appropriate discipline where warranted, while recognizing the right of employees to a fair, expeditious process. We recognize that, for the overwhelming majority, discipline is rarely needed or issued over a career and that Article 6 and 7 may never be relevant on an individual basis; however, for the exceptional case, it's important that the language appropriately enables misconduct to be addressed.

Structurally, the Employer proposes to create a 'new' Article 6 (Disciplinary Action) as distinct from Article 7 (Complaint Process). Article 6 would have general application to matters of discipline whether arising following a complaint or otherwise. While the article itself is technically new, the idea that discipline may occur in the absence of a complaint is not new. Article 7 details the (current) complaint process specifically and addresses discipline, albeit only by reference to Article 6. Much of the language of Article 6 - that specific to discipline itself, is not new conceptually but simply moved from Article 7. Notes have been added to help identify the source of the language in Article 6 and any material changes.

While all the language of Article 6 is, strictly speaking, new or repositioned (and therefore in blue italics), **underlined language denotes a substantively new concept.**

### Summary of Substantive proposals in Art 6/7:

- express confirmation of members' right to have Association representation at all meetings, whether or not that arises from an Article 7 Complaint
- express confirmation of members' right to have discipline issued within a reasonable timeframe following the misconduct, whether or not that arises from an Article 7 Complaint
- disciplinary actions open to the Employer to be more explicit and flexible, appropriate to the circumstances
- revised records retention periods
- differentiation of more serious misconduct i.e. violations of discrimination, harassment and sexual violence policies for the purposes of records retention
- ability to use expunged records for rebuttal purposes only
- in an Article 7 Complaint process, expanded ability of Provost to delegate
- new process to select investigator where the parties cannot agree



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**Article 6: *Disciplinary Action***

6.00 Where the Employer has, through means other than a complaint under Article 7, become aware of alleged misconduct or other activity of a Staff Member which may warrant discipline, the use of this Article 6 is appropriate.

**Definitions**

- 6.01 (a) "Discipline" shall mean a written letter of reprimand, a suspension with pay, a suspension without pay, dismissal, *restrictions on certain activities, or any other action implemented for corrective purposes or to support the health, safety and/or security of any person, but shall not include a fine or reduction of salary. (It is understood that a written letter of expectation or warning, or required remedial training, is not Discipline.)* [Note: see 7.03.2 (a); 7.11.2; expansion of explicit disciplinary actions]
- (b) "Level 1 Discipline" shall mean a written letter of reprimand. [Note: see 7.03.2 (a)]
- (c) "Level 2 Discipline" shall mean Discipline other than a written letter of reprimand. [Note: see 7.03.2 (b)]
- (d) "Employer" for the purposes of this Article 6 shall mean any person who, on behalf of the University, has the actual or ostensible authority to issue direction to a Staff Member, including the President, a Vice-President, a Dean and Supervisors, and excluding persons who are bargaining unit members.

**Disciplinary Action**

- 6.02.1 Prior to issuing any Discipline, the Employer commits to a fair investigative process appropriate to the circumstances, which, at a minimum, provides the Staff Member with an opportunity to understand the allegations against them and to respond.
- 6.02.1.1 If a complaint has been filed in accordance with Article 7 with respect to the same allegations of misconduct, the process of Article 7 shall apply.
- 6.02.2 A Staff Member, should they choose to be represented, shall only be represented by the Association at any meeting held under the process noted in Article 6.02.1 including any meeting in which Discipline is issued.
- 6.02.3 Discipline shall be issued within a reasonable time following the misconduct giving rise to the Discipline.
- 6.02.4 It is understood that Discipline may only be issued by the Employer.

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6.02.5 *The decision regarding Discipline, if in dispute, may at the Association's option be referred to arbitration directly, in accordance with Article 15, without engaging the dispute resolution process in Article 14.*

**Records of Discipline**

6.03.1 *Level 1 Discipline shall be expunged from all of the Staff Member's personnel files 12 months following its effective date, determined in accordance with Articles 6.04.1 and 6.04.2, provided there are no further incidents of similar misconduct within that period. [Note: see 7.04.4]*

6.03.2 *Subject to Article 6.03.3, Level 2 Discipline (except dismissal) shall be expunged from all of the Staff Member's personnel files 24 months following its effective date, determined in accordance with Articles 6.04.1 and 6.04.2, provided there are no further incidents of similar misconduct within that period. [Note: see 7.11.3]*

6.03.3 *Notwithstanding Article 6.03.2, Level 2 Discipline arising from misconduct in violation of the Discrimination, Harassment and Duty to Accommodate Policy or the Sexual and Gender-Based Violence Policy, as these may be amended, shall not be expunged. [Note: new; for the safety and security of everyone on campus, records of offences under these policies should not be expunged]*

6.03.4 *Discipline, once expunged, shall never be used in any subsequent disciplinary matter or in any grievance process, except only to rebut an assertion by a Staff Member that they have never engaged in similar misconduct. [Note: see 7.04.4; ability to rebut is new]*

**Effective date of Discipline**

6.04.1 *Subject to Article 6.04.2, the effective date of the Discipline shall be determined by the Employer except as may be amended by an Arbitrator.[Note: see 7.16.1; no change]*

6.04.2 *With respect to a suspension, if the Association has not engaged Article 15 seeking arbitration early in accordance with Article 6.02.5, the suspension shall be effective no earlier than the first day following the applicable timeline for engaging the Grievance process under Article 14. Should the Association decide to challenge a suspension either through Article 14 or Article 15, the effective date of the suspension shall be deferred pending, and subject to, the completion of the Article 14 and Article 15 process, as applicable [Note: see 7.16.2; slight amendments to account for arbitration and/or grievance]*

**Confidentiality**

6.05 *When Discipline is imposed, details of such shall be restricted to those persons who have a need to know, including, where applicable, the Supervisor or the Department Chair and the Dean or Vice-President. When Discipline is not imposed and it becomes necessary to correct information which may have become known, upon request by the Staff Member and subsequent consultation with the Executive Director of the Association, the Employer shall issue a correction notice in writing.[Note: see 7.17; first sentence not reproduced - remains in Art 7 as its only relative to Complaints]*

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**Non-disciplinary suspension**

6.06 *The Employer may impose on a Staff Member a non-disciplinary suspension in accordance with the Memorandum of Understanding re Non-Disciplinary Suspensions.[Note: see 7.18; no change]*

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**Article 7: Discipline Complaint Process**

[Note: Employer proposes to amend all references to “Article 7 (Discipline)” throughout Agreement to “Article 7 (Complaint Process)” and any other change of a housekeeping nature occasioned by the change to this Article title.]

- 7.01 Initiation of actions under this Article 7 shall be guided by the principles set out in Appendix F.
- 7.01.1 *The use of this Article 7 is appropriate where an aggrieved individual or group of individuals (hereinafter “complainant”) make a written complaint to the Office of the Provost about alleged misconduct of a Staff Member (the “respondent”).*
- 7.01.2 The use of this Article 7 is inappropriate where there are other existing dispute resolution mechanisms in this Agreement. [Note: moved from 7.02.3]

**Written complaints**

- 7.02.1 Any person may make a written complaint to the *Office of the Provost* about alleged misconduct *of a Staff Member*. The complainant shall provide a description of the act or omission.
- 7.02.2 The Provost, *or designate*, may exercise discretion not to authorize an investigation if the complaint is deemed to be vexatious or frivolous. The Provost shall provide in writing to the complainant the rationale for the decision.
- 7.02.3 The respondent, should they choose to be represented, shall only be represented by the Association at any meeting under this Article 7. [Note: moved from 7.05.2]
- 7.02.4 If the written complaint is not received by the Provost within 6 months of the date that the alleged misconduct became known to the complainant, the complaint shall be considered abandoned. Notwithstanding Article 7.10, where circumstances reasonably warrant, the Provost has the discretion to extend the timeline.

**Preliminary Assessment**

- 7.03.1 Once the Provost is aware of the alleged misconduct referenced in Article 7.02.1, the Provost shall preliminarily assess the severity of the alleged misconduct as *potentially giving rise to either Level 1 or Level 2 Discipline*, as those terms are defined in Article 6.01 ~~7.03.2(a) and (b)~~; and such assessment shall be completed within ~~10~~ 15 days.
- ~~7.03.2 (a) Level 1 shall mean misconduct attracting possible disciplinary action in the form of a than a written letter of reprimand. (It is understood that a written letter of expectation or warning are not disciplinary action.) [Note: moved to 6.01]~~
- ~~(b) Level 2 shall mean misconduct attracting possible disciplinary action in the form set out in 7.11.2. [Note: moved to 6.01]~~

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- 7.03.3 If the alleged misconduct is assessed by the Provost as *potentially giving rise to Level 1 Discipline, Article 7.04 shall apply* and the Provost may delegate to ~~the Deputy Provost, a Vice Provost, a~~ Dean or other appropriate administrative officer (the "designee"), but shall not delegate to a Staff Member, including Department Chairs. Hereinafter, for purposes of Level 1 *Discipline*, Provost shall mean Provost or designee ~~and for purposes of Level 2, Provost shall mean Provost or Deputy Provost.~~
- 7.03.4 *If the alleged misconduct is preliminarily assessed, or subsequently reassessed, by the Provost as potentially giving rise to Level 2 Discipline, Article 7.05 shall apply.*

### Level 1 **Misconduct Discipline**

- 7.04.1 ~~In the case of the alleged Level 1 misconduct~~ the Provost may conduct an inquiry into the allegations of misconduct *potentially giving rise to Level 1 Discipline*. The respondent shall, at a minimum, be provided an opportunity to know and respond in writing and/or in person to the allegations. ~~The respondent, should they choose to be represented, shall only be represented by the Association.~~ If the inquiry is not commenced within 15 days of the date that the Provost is aware of the alleged misconduct, the complaint shall be considered abandoned. [Note: ~~deleted sentence redundant with 7.02.3~~]
- 7.04.2 ~~If the Provost has delegated Level 1 misconduct to a designee, and if the designee reassesses the severity of the alleged misconduct as Level 2 misconduct the matter shall be referred back to the Provost.~~
- 7.04.3 Following the inquiry described in Article 7.04.1, if the Provost reasonably believes that *Level 1 Discipline* ~~a letter of reprimand~~ is warranted, it shall be issued as soon as reasonably possible.
- ~~7.04.4 Discipline issued in accordance with Article 7.04.3 shall be expunged from all of the respondent's personnel files 6 months following its effective date, determined in accordance with Articles 7.16.1 and 7.16.2, provided there are no further incidents of similar misconduct within that period. Once expunged, the letter of reprimand shall never be used in any subsequent disciplinary matter nor in any grievance process. [Note: see 6.03]~~
- ~~7.04.5 The decision to issue discipline in accordance with Article 7.04.3 shall be subject to Arbitration pursuant to Article 7.15.1. [Note: see 6.02.4]~~

### Level 2 **Misconduct Discipline**

- 7.05.1 Once the Provost has completed their preliminary assessment required in Article 7.03.1, and the assessment is Level 2 *Discipline misconduct*, the Provost shall prepare a Notice of Complaint containing an offer to meet *with the respondent* and send it together with a copy of the complaint to the respondent and the Association within 10 days. *The respondent shall reply within 10 days confirming an intention to meet.*
- 7.05.2 [Note: moved to 7.02.3]

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**Duties of the Provost following Acceptance of the Complaint**

- 7.06.1 The Provost shall, within 10 days following the meeting with the respondent, make one of the following decisions, and so advise, in writing, the respondent, complainant and the Association.
  - a) to authorize an investigation of the complaint in accordance with this Article 7; or
  - b) to dismiss the complaint; or
  - c) to recommend the complainant and the respondent to follow alternative dispute resolution pursuant to Articles 7.13.1 - 7.13.3.
- 7.06.2 Should the Provost dismiss the complaint, the decision of the Provost shall be binding on the parties, the respondent, and the complainant.

**The Investigation**

- 7.07.1 Should the Provost authorize an investigation of the complaint, the Provost shall within 10 days appoint an investigator to carry out an investigation to be completed within a reasonable time period. The investigator appointed to carry out the investigation shall be selected by mutual agreement of the parties. *If the parties are unable to agree on an investigator within that 10-day period, the Provost shall identify three possible investigators and the Association shall select one of them.* [Note: to facilitate an efficient process where the parties cannot agree]
- 7.07.2 The investigator shall meet with the respondent and the complainant, and shall provide the respondent and complainant the opportunity to make written submissions.
- 7.07.3 The investigator may meet with any persons that could provide information relevant to the complaint. The investigator may receive materials submitted, whether at the investigator's request or unsolicited, and shall not be bound only by the initial letter of complaint.
- 7.07.4 Should the complainant or the respondent reside outside of the Edmonton area, the investigator may make electronic / telecommunication arrangements to obtain a reasonably complete account of all particulars relevant and in response to the complaint.
- 7.07.5 [Vacant]
- 7.07.6 Upon completion of the investigation, the investigator shall submit a written report to the Provost with a copy to the Association. The Provost shall provide a copy to the respondent and the complainant within 10 days. At the same time, the Provost shall advise the respondent and complainant of their rights in Articles 7.08.1 - 7.09.2.

**Response to the investigation report**

- 7.08.1 The respondent and the complainant may each submit a written response to the investigator's report to the Provost, within 10 days of receipt of the report; the Provost shall send a copy of such response to the other party within 10 days of receipt.

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7.08.2 Within 10 days, the respondent and the complainant may submit written rebuttals to the responses made pursuant to Article 7.08.1. The rebuttal statements under this Article 7.08.2 shall be the last submissions made unless requested otherwise by the Provost.

**Meeting to discuss the report and responses**

- 7.09.1 Prior to making a decision, the Provost shall offer to meet with the respondent and the complainant.
- 7.09.2 The Provost may require further investigation. If a supplementary report is submitted, a copy will be sent to the respondent, the complainant and the Association. The procedures pursuant to Articles 7.08.1, 7.08.2 and 7.09.1 (responses, rebuttals and meetings) shall apply.

**Extension of deadlines**

7.10 Subject to the approval of the Association, which shall not be unreasonably withheld, the Provost may extend any deadline under this Article 7, and advise the parties, complainant, and respondent in writing.

**Decision of the Provost**

- 7.11.1 Within 20 days following the last meeting with either the respondent or complainant in accordance with Article 7.09.1 or 7.09.2, the Provost shall, in writing:
  - a) dismiss the complaint; or
  - b) *issue Discipline, as defined by Article 6.01, as appropriate, which may include a discipline the respondent in accordance with Article 7.11.2* stating the effective date in which the *Discipline discipline* will be imposed. Such decision shall be binding subject to Arbitration pursuant to Article 7.15.1; or
  - c) issue such other decision as may be agreed between the parties.

~~7.11.2 The discipline, subject to Article 7.15.1, may include one or more of the following:~~

- ~~a) a suspension with pay;~~
- ~~b) a suspension without pay; or~~
- ~~e) dismissal.~~

~~7.11.2.1 Where discipline is warranted but not at the level of suspension or dismissal, a lesser form of discipline may be implemented, which shall be either a letter of reprimand that will be expunged from the member's file after 6 months or shall be an alternative form of discipline in accordance with 7.11.1(c).~~

~~7.11.3 The discipline issued in accordance with Articles 7.11.2(a) and 7.11.2(b) shall be expunged from all of the respondent's personnel files 24 months following its effective date, provided there are no further incidents of similar misconduct within that period.~~



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7.11.4 The Provost shall advise the complainant, respondent and the Association of the decision, in writing.

**Effect of Procedures in Alternative Forums**

7.12 The Provost may suspend or terminate an investigation when the alleged misconduct in the written complaint becomes the subject of an investigation beyond the authority of the Board and shall provide written reasons for this action to the respondent, the complainant and the Association.

**Mediation**

7.13.1 Should the Provost decide that the written complaint shows a breakdown in interpersonal relations, the Provost may recommend that the individuals concerned participate in mediation.

7.13.2 Should mediation be successful, the complainant shall notify the Provost, in writing, and no further action on the complaint shall be taken. If such a procedure is not successful, the Provost shall be so advised by the mediator. In such a case, the complaint shall revert to Article 7.06.1.

7.13.3 Proceedings under the mediation process are confidential and without prejudice and cannot, ~~subject to Article 7.17,~~ be used in any other proceedings.

**Communications to the Respondent**

7.14 All communications under this Article 7 to the respondent shall be marked as confidential and sent to the respondent's University of Alberta email address.

**Association's Options**

7.15.1 Within three (3) months of receipt of the Provost's decision under ~~Articles 7.04.5 and~~ 7.11.4, the Association may:

- a) take no action; or
- b) by notice in writing to the Provost, refer the decision or ~~discipline~~ Discipline, or both, to Arbitration.

7.15.2 [Vacant]

7.15.3 [Vacant]

7.15.4 It is understood that Article 7.15.1 does not preclude the parties from engaging in settlement discussions.

**Effective date of discipline** [Note: see 6.04]

~~7.16.1 Subject to Article 7.16.2, the effective date of the discipline shall be determined by the Provost except as may be amended by an Arbitrator.~~

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~~7.16.2 — If the Association does not file for Arbitration with respect to a suspension, the suspension shall be effective no earlier than the first day following the applicable timeline for doing so under Article 14. Should the Association decide to refer a suspension to Arbitration, the effective date of the suspension shall be deferred pending, and subject to, the decision of the Arbitrator.~~

**Confidentiality [Note: see 6.05]**

7.17 ~~Notwithstanding Articles 7.16.2, 14, and 15, the Provost shall, in writing, advise all persons who are involved in proceedings under this Article 7 of the requirement to maintain confidentiality. When discipline is imposed, details of such shall be restricted to those persons who have a need to know about the case, including, where applicable, the Supervisor or the Department Chair and the Dean or Vice President. When discipline is not imposed and it becomes necessary to correct information which may have become known, upon request by the respondent and subsequent consultation with the Executive Director of the Association, the Provost shall issue a correction notice in writing.~~

**Non-disciplinary suspension [Note: see 6.06]**

~~7.18 — The Employer may impose on a Staff Member a non-disciplinary suspension in accordance with the Memorandum of Understanding re Non-Disciplinary Suspensions.~~

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**Article 8: Leaves**

**PARENTAL LEAVE**

...

8.07.8 A Staff Member who has been granted Parental Leave shall ~~give a written undertaking to the Department Chair/Supervisor either~~ *be required* to return to the service of the University for 6 months following such leave or, alternatively, to reimburse the University for all salary payments made to or on behalf of the Staff Member while on Parental Leave.

**OTHER LEAVES**

**Discretionary Leave**

8.08 The Provost or Vice President may grant leave with pay, with partial pay, or without pay to Staff Members for prescribed periods and purposes, subject to a written agreement. *Discretionary leave may include leave to attend to a catastrophic illness or family emergency that requires their direct care and full time attention.* [Note: this incorporates Compassionate Leave from Appendix D]

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**Article 10: Staff Member Information and ~~Personal~~ *Personnel* Files**

**Access to Information**

...

- 10.02 A Staff Member may request of the custodian of files that the Staff Member be permitted to examine the Staff Member's ~~personal~~ *(non-digitized) personnel* files in that office. Such examination shall be during working hours. During the examination, the Staff Member shall be accompanied by the custodian, or delegate. The Staff Member shall not remove the file from the office, and subject to Articles 10.03 and 10.04 and shall not change anything in the file. *Access to review digital personnel files is provided through granting access to a secured folder.*

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**Article 11: Copyright and Patent**

[Note:

The Employer proposes to strike a concurrent negotiating committee - with equal members appointed by the Employer and by AASUA - to negotiate a new, comprehensive Intellectual Property Policy to replace the current Patent Policy and copyright regulation. Amendments to the collective agreement as agreed at this committee would be included in the overall Settlement and subject to the normal ratification/approval processes of the parties.

While subject to agreement of the parties, the Employer's intentions here can be summarised as follows:

This new IP Policy would encompass most major forms of intellectual property including patents, plant breeders rights, and copyright, and would include, but not be limited to, the following principles:

- a. **Scope:** The University IP policy should apply to Intellectual Property created: (i) in the course and scope of employment at the University; (ii) making "significant use" of University resources; or (iii) using University administered funds. The IP Policy should include a definition of "significant use", which expressly identifies some uses that do qualify (e.g. the use of specialized research facilities), and uses that do not qualify (e.g. uses by students of commonly available facilities). Notwithstanding the foregoing, certain types of transactions common in academia (e.g. the assignment of a paper to a publisher) should be exempted from the obligations contained in the IP policy. These principles are drawn from a combination of US and Canadian IP Policies.
- b. **Ownership:** With certain key exceptions consistent with the University's current patent policy and copyright regulations, the University IP policy should retain the principle of Inventor Ownership for all forms of IP.
- c. **Revenue Distribution:** The new IP Policy should adopt a revenue sharing distribution (for licensing or other situations where the inventor is not starting a new company) where the University receives 0% of Net Revenue (Gross revenue less taxes and customary fees) below a \$100,000.00 threshold, and 20% of net revenue in excess of that threshold. This split should apply regardless of whether IP is assigned to the University or not.
- d. **Revenue Sharing:** where investors wish to commercialize through a spinoff, then in lieu of the amounts owed pursuant to the policy, the University may require the PI to provide compensation in accordance with spinoff terms approved by the University from time to time.
- e. **Disclosure Obligations:** University personnel should be required to disclose any intellectual property covered by the IP Policy which they intend to commercialize. This obligation should be carefully exempted to avoid an obligation to report transactions customary in academia, such as the assignment of an academic paper to a publisher (this principle is drawn from the University of Calgary IP Policy).
- f. **Variation of IP Ownership in Agreements:** The University would have a right (analogous to section 10 of the current patent policy and section 1.6 of the current copyright regulation) to modify ownership of patentable intellectual property in a sponsored research agreement.

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**Article 18: Retirement**

18.04 ~~A Staff Member participating in the supplementary health and dental benefit plans who provides an irrevocable notice of retirement on or after the date of ratification of this Agreement to take effect on or before July 1, 2020, (and is not otherwise in a phased pre or post retirement period) is eligible to continue participation in those plans for a 1-5 year period beyond the date of retirement up to the age of 65, provided the Staff Member pays 100% of the applicable premiums.~~ [Note: defunct]

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**Article 20: Salaries and Benefits**

**Salaries and Salary Adjustment**

...

20.01.2 Salaries shall be paid monthly in arrears.

20.01.2.1 *Notwithstanding Article 20.01.2, the Employer may amend the pay frequency following prior consultation with the Association, with a minimum 12 months' notice to all Staff Members and provided the pay cycle is no less frequent than monthly. Prior consultation shall have the same meaning as provided in Article 4.04. [Note: flexibility to align with semi-monthly frequency for other employees; increase administrative efficiency, reduce off-cycle pays etc.]*

...

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**Article 21: General Liability Insurance**

21.01 The Board has in place a General Liability Insurance Policy to protect the University and its Staff Members against certain risks to certain limits. ~~A copy of the Policy shall be delivered to the Association annually.~~ The Board continues to review the Policy to vary coverages and limits. Staff Members are encouraged to apprise themselves of the existing University coverage and, where University coverage is not adequate to the needs of individual Staff Members, such Staff Members shall make their own insurance arrangements. (See *GFC Policy Manual Section 120.9 Professional Liability*). [Note: not permitted by provider]



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**Article 22: Death in Service**

22.01 ...

22.02 Pending further decision of the Board with notice to Staff Members, the Board shall provide an insurance policy which shall pay to the estate of the Staff Member or to the Staff Member the sum of \$100,000.00 for any accident resulting in death or up to \$100,000.00 for any accident resulting in dismemberment or loss of sight in consequence of and during the course of any trip while on University business, subject always to the terms and conditions of the insurance policy. Details may be obtained from ~~Human Resource~~ *Shared* Services.

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**Article 23: Employment Equity**

**Affirmation Statement**

23.01.1 The parties recognize the responsibility, value, and need to provide a proactive inclusive environment supportive of equity, diversity, reconciliation, and the fair treatment of university community members, particularly those in federally designated and other ~~equity-seeking~~ *equity-denied* groups such as women *and gender minorities, visible minorities,* ~~members of visible minority groups,~~ Indigenous peoples, persons with disabilities, and *2SLGBTQ+ LGBTQ2S+* people.

...

23.01.4 In this commitment, the Employer will abide by relevant Alberta and Canadian legislation, the Strategic Plan for Equity, Diversity, and Inclusivity, as well as University of Alberta Policies and Procedures Online (UAPPOL), particularly the Discrimination, Harassment and Duty to Accommodate Policy, the Disability Management/Health Recovery Support Policy, the Sexual *and Gender-Based* Violence Policy and Procedures, and the Recruitment Policy.

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**Appendix A: Economic Agreement**

**1. Term**

Four years: July 1, ~~2020~~ 2024 to and including June 30, ~~2024~~ 2028

The parties agree that:

- i. any new collective agreement language (i.e. changes) shall apply effective the date of ratification;
- ii. any collective agreement process that has started under the language of the ~~2018-2020~~ 2020-2024 collective agreement shall be concluded under that language; and
- iii. where the Parties have expressly agreed to an alternate effective date, the applicable language shall apply as at that date;

and, in any event, the Parties agree to resolve any transitional matters in good faith.

**2. Across-The-Board (ATB) Increases**

Across-the-board (ATB) salary increases as follows, which will be applied equally to all Constituency Groups (FAC, FSO, ATS, LIB, APO, TRAS and TLAPO), and applied to all salary scales, salary maxima and minima, and Increment values:

<i>Year</i>	<i>Effective Date*</i>	<i>ATB Amount</i>
<i>1</i>	<i>July 1, 2024</i>	<i>2%</i>
<i>2</i>	<i>July 1, 2025</i>	<i>2%</i>
<i>3</i>	<i>July 1, 2026</i>	<i>1.75%</i>
<i>4</i>	<i>July 1, 2027</i>	<i>1.75%</i>

*\* but in any event, no earlier than the date of ratification*

~~July 1, 2020: 0%~~  
~~July 1, 2021: 0%~~  
~~July 1, 2022: 0%~~  
~~April 1, 2023: 1.25% (effective 1st day of 10th month of year three of the renewal collective agreement)~~  
~~December 1, 2023: 1.5% (effective 1st day of 6th month of year four of the renewal collective agreement)~~

<p><b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
<p><u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7</p>	

~~An additional 0.5% ATB increase retroactive to December 1, 2023 (effective 1st day of 6th month of year four of the renewal collective agreement), payable in the February 2024 or March 2024 "pay cheque," subject to the following "Gain Sharing Formula."~~

- ~~○ Gain Sharing Formula: Alberta's 20-year average (2000-2019) of Real Gross Domestic Product (GDP) is 2.7%. Provided that the "Average of all Private Forecasts for Alberta's Real GDP" for the 2023 Calendar year is at or above 2.7% as of February of 2024, then an additional 0.5% will be applied retroactively effective on the first day of the sixth (6th) month of Y4 (i.e. December 1, 2023):~~
- ~~○ "Average of all Private Forecasts for Alberta's Real GDP" for 2023 Calendar year would be a simple average of Alberta's Real GDP for 2023 across the following independent forecasting institutions:
 
  - ~~● Conference Board of Canada~~
  - ~~● Stokes Economics~~
  - ~~● BMO Capital Markets~~
  - ~~● GIBC World Markets~~
  - ~~● Laurentian Bank~~
  - ~~● National Bank~~
  - ~~● RBC Royal Bank~~
  - ~~● Scotiabank~~
  - ~~● TD Bank~~~~
- ~~○ The most recent publicly available forecast for Alberta's Real GDP for 2023 would be sourced from each institution at the time the pay-out determination would be made in February 2024.~~

**3. Merit Increments**

Maintain existing formulae for determining the Merit Increments pools available to FEC (1.2 per eligible FAC and FSO, respectively), LIB (1.2 per eligible LIB), ATSEC (1.2 per eligible ATS), and APOs (1.1 per eligible APO).

**4. Revised ATS Salary Scales [Note: we've left in this section given the timing of the application of the new grid - June 30, 2024]**

A new salary grid will be created for those Lecturers hired for the first time under the ATS Schedule (and/or previously CAST) on or after June 30, 2024, which provides a salary maximum of \$100,100. This new grid would not apply to anyone previously hired under ATS or CAST agreement prior to June 30, 2024.

Note: there would be no application of the new grid to enhanced salary schedules per Appendix D.5 para viii

**E1A: Employer's Opening Proposals**

(substantive and 'housekeeping' combined)

Tabled:  
5 March 2024;  
1pmMTArticles Included:

Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7

<b>June 30, 2024 ATS Salary Scales without 0.5% Gain Sharing</b>			
<b>Step/Rank</b>	<b>Assistant Lecturer</b>	<b>Associate Lecturer</b>	<b>Full Lecturer</b>
1	\$64,901	\$78,014	\$94,822
2	\$67,524	\$81,376	\$98,480
3	\$70,147	\$84,738	\$100,100
4	\$72,770	\$88,100	
5	\$75,393	\$91,462	
6	\$78,016	\$94,824	
7	\$80,639	\$98,186	
8	\$83,262	\$100,100	
9	\$85,885		
10	\$88,508		
11	\$91,131		
12	\$93,754		
Increment value	\$2,623	\$3,362	\$3,658

**E1A:** Employer's Opening Proposals  
(substantive and 'housekeeping' combined)

Tabled:  
5 March 2024;  
1pmMT

Articles Included:

Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7

June 30, 2024 ATS Salary Scales with 0.5% Gain Sharing			
Step/Rank	Assistant Lecturer	Associate Lecturer	Full Lecturer
1	\$65,220	\$78,398	\$95,289
2	\$67,856	\$81,776	\$98,965
3	\$70,492	\$85,154	\$100,100
4	\$73,128	\$88,532	
5	\$75,764	\$91,910	
6	\$78,400	\$95,288	
7	\$81,036	\$98,666	
8	\$83,672	\$100,100	
9	\$86,308		
10	\$88,944		
11	\$91,580		
12	\$94,216		
Increment value	\$2,636	\$3,378	\$3,676

**5. ~~Elimination of Promotion Transition Zones in the Academic Faculty and FSO Salary Scales~~**  
[Note: already implemented]

~~Eliminate the Promotion Transition Zones in the FSO 2, 3, and 4, and Associate Professor and Professor salary scales that was created in the so-called "transitional" MoA entitled "Transitional and Consequent Matters Arising from the May 26, 2008 MoA on Compensation" as follows:~~

- ~~Effective July 1, 2022 the Promotion Transition Zone in the Associate Professor salary scale will be eliminated.~~

**E1A: Employer's Opening Proposals**

(substantive and 'housekeeping' combined)

Tabled:  
5 March 2024;  
1pmMTArticles Included:

Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7

- ~~The four one-half steps in the Promotion Transition Zone in the Professor salary scale will be eliminated over a two-year period as follows:~~
  - ~~On July 1, 2022, the existing lowest two one-half steps in the Promotion Transition Zone in the Professor salary scale will be eliminated.~~
  - ~~On July 1, 2023 the remaining two one-half steps in the Promotion Transition Zone in the Professor salary scale will be eliminated.~~
  - ~~Thus, effective July 1, 2023, there will no longer be any Promotion Transition Zone in the Professor salary scale.~~
- ~~The four one-half steps in the Promotion Transition Zones in the FSO 2, 3 and 4 salary scales will be eliminated over a two-year period as follows:~~
  - ~~On July 1, 2022, the existing lowest two one-half steps in the Promotion Transition Zones in the FSO 2, 3 and 4 salary scales will be eliminated.~~
  - ~~On July 1, 2023 the remaining two lowest one-half steps in the Promotion Transition Zones in the FSO 2, 3 and 4 salary scales will be eliminated.~~
  - ~~Thus, effective July 1, 2023, there will no longer be any Promotion Transition Zones in the FSO 2, 3 and 4 salary scales, respectively.~~
- ~~Effective July 1, 2022 and continuing thereafter, faculty that are Associate Professor or Professor whose base salary (salary not including any sort of supplement) is less than Step 1.0 in the Associate Professor or Professor salary scale, respectively, will have their base salary raised to Step 1.0 in the Associate Professor or Professor salary scale, respectively.~~
- ~~Effective July 1, 2022 and continuing thereafter, FSO that are FSO 2, 3 or 4 whose base salary (salary not including any sort of supplement) is less than Step 1.0 in the FSO 2, 3 or 4 salary scales, respectively, will have their base salary raised to Step 1.0 in the FSO 2, 3 or 4 salary scale, respectively.~~

**6. Academic Benefits Plan**

*For the collective agreement expiring June 30, 2028, the* ~~The~~ per capita funding of the Academic Benefits Plan shall be increased by the year over year percentage increase associated with the "Edmonton average annual Statistics Canada CPI index" as listed in

<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000501&pickMembers%5B0%5D=1.24&cubeTimeFrame.startYear=2000&cubeTimeFrame.endYear=2021&referencePeriods=20000101%2C20210101>

~~starting from the last year (2019-20) of the immediate previous collective agreement. For example: The 2020 annual CPI index for Edmonton increased by 1.05% over the 2019 annual CPI index for Edmonton. Thus, the July 1, 2020 to June 30, 2021 per capita funding would be increased over the July 1, 2019 to June 30, 2020 per capita funding by the same percentage increase as the same percentage associated with 2020 CPI over the 2019 CPI Index, i.e., 1.05%. The 2021 annual CPI index for Edmonton increased by 2.97% over the 2020 annual CPI index for~~

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~~Edmonton. Thus, the July 1, 2021 to June 30, 2022 per capita funding would be increased over the July 1, 2020 to June 30, 2021 per capita funding by the same percentage increase as the same percentage associated with 2022 CPI over the 2021 CPI Index, i.e., 2.97%.~~

Year	CPI percentage increase formula	
	Per capita funding - Operating	Per capita funding Trust (Operating minus \$1,400)
2019-20 (base year)	\$12,466	\$11,066
2020-21	\$12,597 (1.05% increase over 2019-20)	\$11,197
2021-22	\$12,971 (2.97% increase over 2020-21)	\$11,571
2022-23	<i>\$13,789 (6.31% increase over 2021-22)</i>	<i>\$12,389</i>
2023-24	<i>\$14,181 (2.84% increase over 2022-23)</i>	<i>\$12,781</i>
<i>2024-25</i>	<i>TBD</i>	<i>TBD</i>
<i>2025-26</i>	<i>TBD</i>	<i>TBD</i>
<i>2026-27</i>	<i>TBD</i>	<i>TBD</i>
<i>2027-28</i>	<i>TBD</i>	<i>TBD</i>

The July 1, ~~2023~~ 2027 to June 30, ~~2024~~ 2028 per capita funding that has been set shall continue during the statutory bridging period in accordance with the Labour Relations Code.

~~7. ———~~ **Psychologist Services**

~~Psychologist Services shall be examined and considered by the Academic Benefits Management Committee within the Academic Benefits Plan.~~

~~8. ———~~ **Dental Fee Guide**

~~Effective the date of ratification, the dental fee guide shall be maintained at the most current year Alberta Dental Fee Guide going forward. [Note: already in effect]~~



<b>E1A: Employer's Opening Proposals</b> (substantive and 'housekeeping' combined)	Tabled: 5 March 2024; 1pmMT
<u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7	

~~9. Compensation in lieu for Academic Staff not covered by Benefits Plan~~

~~Effective the date of ratification, compensation in lieu of benefits for Academic Staff not covered by the Academic Benefits Plan will be 4% of salary payable. [Note: already in effect]~~

~~10. Sabbaticals and Professional Leaves~~

~~[Note: imbedded in agreement proper]~~

~~Effective July 1, 2022:~~

- ~~• Sabbaticals for faculty will be at 90% of basic salary.~~
- ~~• Professional Leaves for FSO and LIB shall be at 100% of full salary except where the Professional Leave is of primary benefit to the Member in which case the Professional Leave will be at no less than 75% of full salary.~~
- ~~• Professional/Educational Leaves for APO will be at 100% of basic salary.~~

**11. The Academic Supplementary Retirement Plan (ASRP) Salary Cap**

~~With respect to the Academic Supplementary Retirement Plan (ASRP) salary cap, the collective agreement expiring June 30, 2020 provides:~~

- ~~• Increase the ASRP salary cap, as follows:
 
  - ~~○ Effective January 1, 2018: \$216,162~~
  - ~~○ Effective January 1, 2019: \$220,668~~~~

~~The parties have agreed that the ASRP salary cap will be "status quo" over the life of the agreement expiring June 30, 2024. The Union takes the position that "status quo" means that the ASRP salary cap should be increased annually by determining the sum of the current year Maximum Pensionable Salary associated with the Universities' Academic Pension Plan (UAPP) plus \$52,170 rounded off to the closest dollar which would result in the following:~~

~~Effective January 1, 2020: \$224,391~~

~~Effective January 1, 2021: \$232,928~~

~~Effective January 1, 2022: \$242,640~~

~~Effective January 1, 2023: determined by the sum of the current year Maximum Pensionable Salary associated with the Universities' Academic Pension Plan (UAPP) plus \$52,170 rounded off to the closest dollar~~

~~Effective January 1, 2024: determined by the sum of the current year Maximum Pensionable Salary associated with the UAPP plus \$52,170 rounded off to the closest dollar.~~

~~The Employer takes the position that "status quo" means no change to the negotiated value in the current contract which would result in the ASRP salary cap set as follows:~~

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~~Effective July 1, 2020: \$220,668~~

~~Effective January 1, 2021: \$220,668~~

~~Effective January 1, 2022: \$220,668~~

~~Effective January 1, 2023: \$220,668~~

Effective January 1, 2024: \$220,668

~~The dispute shall be submitted to binding arbitration before a single arbitrator who shall determine what "status quo" means, subject to the evidence and arguments before the arbitrator.~~

<b>E1A: Employer's Opening Proposals</b> (substantive and 'housekeeping' combined)	Tabled: 5 March 2024; 1pmMT
<u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7	

**APPENDIX A.1**

***Letter of Understanding***

***Benefits Working Group***

*The parties agree to strike a working group, with equal representation from the Employer, NASA and AASUA, to explore alternative options for benefit plan management at the University with a view to enhancing governance, shared accountability, sustainability, and equity.*

<p><b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
<p><u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7</p>	

**Appendix B: Copyright Regulations (2016)**

[Refer to applicable Schedule]

[Note: see Article 11]

<p><b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
<p><u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7</p>	

**Appendix C: Patent Policy**

[Note: see Article 11]

<b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)	Tabled: 5 March 2024; 1pmMT
<u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7	

**Appendix D.1: Benefit Programs**

...

~~Compassionate Care and Emergency Leave: Provision for time off (either paid or unpaid) for a period up to 6 calendar months to attend to a catastrophic illness or family emergency that requires their direct care and full time attention. [Note: moved to Article 8 Leaves]~~

<b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)	Tabled: 5 March 2024; 1pmMT
<u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7	

**Appendix F: Discipline *and* Complaint Process  
Interpretation**

1. This appendix is an interpretive guide to Articles 6 and 7; *to the extent of any conflict between Articles 6 and 7 and this Appendix F, the Articles supersede.*
2. ~~Article 7 is a disciplinary mechanism in response to a complaint. It sets out the administration's right to discipline within the context of a university collective agreement. Article 6 (Disciplinary Action) contemplates disciplinary action of Staff Members broadly; it applies to all disciplinary action whether or not there is a complaint brought forward. Article 7 (Complaint Process) is one process through which disciplinary action of a Staff Member may result.~~ Not every disciplinary action must be initiated by way of Article 7. [Note: last sentence moved from para 3]
3. ~~Articles 6 and 7 do not restrict the Employer from initiating non-disciplinary action, such as issuing letters of expectation, letters of warning or non-disciplinary suspensions. Not every disciplinary action must be initiated by way of Article 7. There is still room for the progressive application of discipline. Deans and other Department Chair/Supervisors may take corrective measures, such as issuing letters of warning or expectations.~~
4. ~~Not every complaint made under Article 7 becomes the subject of an investigation. The Provost is responsible for the administration of Article 7, and may dismiss the complaint or recommend the complainant and the respondent to mediate the dispute. In the cases of Level 1 misconduct the Provost may delegate to persons set out in Article 7. [Note: unnecessary - see 7.06.1 and 7.03.3.]~~
5. For Level 2 *Discipline misconduct*, the Article 7 procedure creates an arm's length investigation by peer professionals or external experts.
6. Article 7 does not give academic staff members an unrestricted right to complain of administrative decisions and have their complaints investigated and adjudicated by the Provost as the chief academic officer of the University. Complaints of improper administrative decision-making are more likely to be the subject of a grievance, which must be initiated by the Association.
7. Article 7 also permits persons who are not a party to the collective agreement to make complaints about academic staff members. Article 7 does not give complainants any special standing beyond the right to make a complaint. Complainants should not expect to be consulted as to the process or the discipline imposed except as provided in Article 7.
8. Article 7 shall be used to investigate *complaints which may contain* alleged violations of University policies, such as the UAPPOL Discrimination, Harassment and Duty to Accommodate Policy, and alleged breaches of administrative rules and regulations, that are binding on academic staff members. *Absent a complaint brought under Article 7, the Employer is not restricted from otherwise investigating alleged violations of University policies, and alleged breaches of administrative rules and regulations, that are binding on academic staff members.*

<b>E1A: Employer's Opening Proposals</b> (substantive and 'housekeeping' combined)	Tabled: 5 March 2024; 1pmMT
<u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7	

**Memorandum of Understanding  
Non-Disciplinary Suspensions (Suspension)**

The parties recognize that the University may impose a non-disciplinary suspension on a staff member, as an exercise of management rights rather than statutory authority, under the following conditions:

- 1) The suspension may be imposed
  - a) by the Provost, or
  - b) in consultation with the *Associate Vice President Human Resources, Health, Safety and Environment* ~~Vice Provost & Associate Vice President (Human Resources)~~ or designate,
    - i) a designate of the Provost, or
    - ii) as follows depending on the ~~collective agreement~~ *Schedule, below:*

<b><i>Agreement Schedule</i></b>	<b>Position</b>
Administrative Professional Officer	Vice President, designate of a Vice President, Dean
Faculty	Dean
Librarian	Vice Provost and Chief Librarian
Academic Teaching Staff	Dean
Temporary Librarian, Administrative and Professional Officer	Vice President, designate of a Vice President, Dean
FSO	Dean
Trust/Research Academic Staff	Vice President, designate of Vice President, Dean

- 2) AASUA will be notified of the non-disciplinary suspension either in advance of imposing the non-disciplinary suspension or within 72 hours thereafter.
- 3) The suspension shall be with pay.



<p><b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
<p><u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7</p>	

- 4) The staff member will receive confirmation of the terms of the suspension in writing preferably at the time the suspension commences, but not later than 72 hours thereafter.
- 5) The staff member is expected to remain available to meet with University representatives for the duration of the suspension.
- 6) Circumstances where a suspension is appropriate include, but are not limited to, the following:
  - a) in the University's opinion there may be a risk to property or person,
  - b) a 'cooling off' period may be necessary,
  - c) pending the outcome of an investigation, or
  - d) as an interim measure arising from a discrimination or harassment complaint; *or*
  - e) *as an interim measure arising from an alleged violation of the Discrimination, Harassment and Duty to Accommodate Policy or the Sexual Gender-Based Violence Policy.*

**E1A:** Employer's Opening Proposals  
(substantive and 'housekeeping' combined)

Tabled:  
5 March 2024;  
1pmMT

Articles Included:

Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7

# Schedule A

## ACADEMIC FACULTY MEMBERS

<b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)	Tabled: 5 March 2024; 1pmMT
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**Article A1: Appointments**

**Removal** *Non-accountable moving allowances* [Note: to align with terminology of CRA and UAPPOL; Employer proposes to make this change throughout agreement]

A1.05.1 An Academic Faculty member upon appointment may be eligible for a **removal** *non-accountable moving* allowance toward expenses necessarily and reasonably incurred in moving to Edmonton which shall be based on removal from the place of residence. The allowance, to the maximum specified, shall be paid upon presentation of an account of expenses supported with appropriate receipts. Regulations governing **removal** *non-accountable moving* allowances shall be established from time to time by the Board after consultation with the Association.

A1.05.2 An Academic Faculty member who voluntarily leaves the service of the University before rendering two years of service shall be required to refund a portion of the **removal** *non-accountable moving* allowance; each month's regular service (exclusive of leave periods) shall be considered as discharging one twenty-fourth of the obligation. In cases where probationary periods are less than two years, the obligation shall be discharged in a proportionately shorter period. If the Academic Faculty member is appointed with tenure, one year's service shall discharge the obligation to the University; if such an Academic Faculty member leaves the University prior to having served one year, the obligation shall be reduced proportionally with each month served.

...

A1.06.4 Re-appointment or appointment to a faculty position under Article A1.06.2 or A1.06.3 shall not prevent an investigation into the conduct of the Academic Administrator nor the imposition of discipline, even if the appointment as an Academic Administrator was terminated for cause. Upon the immediate re-appointment or appointment to a faculty position, the provisions of Article ~~6~~ ~~7~~ (Discipline) shall apply notwithstanding that the conduct pre-dated the re-appointment or appointment to a faculty position.

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**Article A2: University Responsibilities**

...

A2.01.2 ...

- a) Teaching: participation in teaching programs, including classroom teaching, supervision of graduate students and ~~personal~~ interactions with and advising students;

...

**Teaching**

A2.02.1 The Department Chair shall assign to each Academic Faculty member specific teaching responsibilities, which shall include courses to be taught and other teaching duties which may include supervisory and administrative responsibilities.

*A2.02.1.1 For any given Academic Year, no Academic Faculty member shall be assigned courses to be taught in all three Terms, except as may be agreeable to the Academic Faculty member.*

A2.02.2 *Notwithstanding Article A2.02.1.1, ~~Teaching~~ teaching responsibilities in the 2024 and 2025 Intersession shall be governed by the terms set out in Appendix A.5. In the event of a conflict between a provision of Appendix A.5 and a provision of the Common Agreement or Schedule A, the provisions of the latter shall prevail.*

A2.02.3 An Academic Faculty member may decide on specific course content and instructional methodology, recognizing the approved course description, and academic policy approved by the Department, the Faculty and the University.

...

~~Annual report~~ **Activities Report (Annual or Bi-annual)**

A2.05 An Academic Faculty member shall submit to the Department Chair and Dean ~~an Annual Report~~ *an Activities report* on University responsibilities during the previous *review period year*. The requirements of the report are provided in Appendix A.2. In the event of a conflict between a provision of Appendix A.2 and a provision of the Common Agreement or Schedule A, the provisions of the latter shall prevail.

**Dispute resolution**

A2.06 If there is a dispute with respect to the Academic Faculty member's University responsibilities, an Academic Faculty member shall have recourse to the Dean. The decision of the Dean shall be final and binding.

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**Article A3: Supplementary Professional Activities (SPA)**

**Reporting requirements**

...

A3.07.4 The annual SPA Report ~~may be made in conjunction with the Annual Report~~ *shall be separate from the Activities Report (Article A2.05)* of the Academic Faculty member ~~or it may be a separate report. Each Faculty Council shall determine, from time to time, which is the appropriate method for that Faculty.~~

**Faculty regulations**

- A3.08 Each Faculty Council shall develop regulations with respect to SPA. The regulations and any amendments thereto shall be filed with the Provost and the Association. The regulations shall include:
- a) The definition of what constitutes major SPA.
  - b) The format for the annual SPA Report; the determination of the time period covered by the SPA Report; the date by which the SPA Report is to be submitted; ~~and whether the annual SPA Report shall be included in the Annual Report.~~
  - c) ...

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**Article A4: Sabbaticals**

**Terms and Conditions**

~~A4.03.1 With respect to an Academic Faculty member's first sabbatical following receipt of the award of Tenure through the FEC processes under Articles A5 and A6, the Academic Faculty member, as an Associate Professor or Professor, shall receive a percentage of their basic University salary, as follows:~~

~~a) 90%, where the sabbatical commences on or after July 1, 2019.~~

A4.03.2 ~~With respect to an Academic Faculty member's second and any subsequent sabbatical,~~ the Academic Faculty member shall receive ~~82.5% (effective July 1, 2022:~~ 90%) of their basic University salary *while on sabbatical*.

[Note: all housekeeping]

<p><b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
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**Article A6: Faculty Evaluation**

**Standards of performance**

...

A6.03.2 Standards of performance shall be prepared by FEC on the basis that an Academic Faculty member is expected to demonstrate competence in teaching (*including academic supervision of graduate students, when applicable*), research, and service. Standards of performance:

...

A6.03.3 Faculty members shall be evaluated **annually** against the following standards of performance.

- a) The evaluation of performance shall ensure that, except where an Academic Faculty member has a reduced teaching assignment, performance as a teacher (*including academic supervision of graduate students, when applicable*) shall be of a major importance in the review;
- b) Performance expectations shall increase as an Academic Faculty member moves through the ranks;
- c) For the award of tenure, the Academic Faculty member must demonstrate a strong record of achievement in teaching (*including academic supervision of graduate students, when applicable*) and research, and must demonstrate on the basis of performance while on probation that they are capable of contributing effectively as an Academic Faculty member in all areas of responsibility; and
- d) For promotion to the rank of Professor, the Academic Faculty member must demonstrate a strong record of achievement in teaching (*including academic supervision of graduate students, when applicable*) research, and service, including excellence in teaching and/or research, and/or exceptional service.

...

A6.03.4 Evaluation of teaching shall be multi-faceted and, in particular, shall not be based primarily on any one method of evaluation. The standards for evaluation of teaching performance shall be broadly based, including course content, course design, **and** performance in the classroom, *and performance in graduate student supervision, including progression of graduate students through their programs*. Such evaluation may take into account information such as reviews of teaching dossiers and other materials provided by the Academic Faculty member; reviews by peers and administrative officials; comprehensive reviews of student commentary; and the frequency distribution of responses to student questionnaires.

...

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**Responsibility for review of performance**

**Pre-Tenure**

A6.07.1 FEC shall annually consider the performance of each *pre-tenured* Academic Faculty member in the Faculty, except that of Academic Administrators as defined in Article A1.06 and the Department Chairs.

~~A6.07.2 The Dean shall annually review the performance of all Department Chairs and submit recommendations to the Provost who shall award incrementation. FEC shall consider applications for promotion by Department Chairs.~~

~~A6.07.3 Notwithstanding the provisions of Articles A6.07.1 and A6.07.2, Faculty Council may require that the performance of Department Chairs be considered by FEC for Incrementation.~~

[Note: see A6.07.6, 6.07.7 below]

**Post-Tenure**

A6.07.4 *With effect commencing with the review period starting July 1, 2026, FEC shall bi-annually consider the performance of each tenured Academic Faculty, with the exception of Academic Faculty members:*

- (a) *who are applying for promotion, in the year of the application; or*
- (b) *whose performance has been cited as unsatisfactory and unacceptable in any of the two preceding years and further provided that, if the Academic Faculty member had appealed the FEC decision to GAC, such appeal was not upheld.*

[Note: For clarity of transition, FEC review shall occur as normal in 2025 and 2026 with respect to the 2023/24 and 2024/25 review periods, and A6.07.4 shall take effect thereafter. Most tenured members will be reviewed again in 2029 in respect of the two-year period 2025-27.]

A6.07.5 *An Academic Faculty member on a bi-annual review cycle shall automatically receive the same Incrementation for the 'off' year (i.e. the year in which performance was not reviewed) as received in the preceding year, which is not appealable.*

[Note: for clarity, see example scenario set out in the table below; the Employer is not adverse to including this table in the agreement itself as an appendix for information purposes.]



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Effect of Employer's Proposal on Tenured Faculty					
Year	FEC Review?	period under review	Incrementation (as examples)	Effective Date of Incrementation	Appealable?
2026	yes	July 1, 2023 - June 30, 2024	0.75	July 1, 2025	yes
2027	yes	July 1, 2024 - June 30, 2025	2.25	July 1, 2026	no
2028*	no	n/a (off-year, no FEC review)	2.25 (automatic)	July 1, 2027	no
2029	yes	July 1, 2025 - June 30, 2027	0.5	July 1, 2028	yes
2030	no	n/a (off-year, no FEC review)	0.5 (automatic)	July 1, 2029	no
2031	yes	July 1, 2027 - June 30, 2029	"0d" (6.10(d))	July 1, 2030	yes
2032	yes	July 1, 2029 - June 30, 2030	1.5	July 1, 2031	no
2033	yes	July 1, 2030 - June 30, 2031	2.75	July 1, 2032	no
2034	no	n/a (off-year, no FEC review)	2.75 (automatic)	July 1, 2033	no
2035	yes	July 1, 2031 - June 30, 2033	2.5	July 1, 2034	no

\* transition to bi-annual process takes effect in 2028

**Department Chairs**

*A6.07.6 The Dean shall annually review the performance of all Department Chairs and submit recommendations to the Provost who shall award incrementation. FEC shall consider applications for promotion by Department Chairs and Associate Deans.*

*A6.07.7 Notwithstanding Article A6.07.6, Faculty Council may require that the performance of Department Chairs be considered by FEC for Incrementation.*

[Note: A6.07.6 and A6.07.7 moved from A6.07.2 and A6.07.3]

...

<p><b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
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**Department Chair's Recommendation: Incrementation**

A6.09.1 Each *review period year*, the Department Chair shall recommend to FEC whether an Academic Faculty member should receive Incrementation based on performance in the preceding *review period year*. Such a recommendation shall be submitted to FEC for each Academic Faculty member in the Department, except for the Department Chair. The recommendation shall be one of the following:

...

**Annual review of performance**

Post-Tenure

A6.13 In preparation for submission of a recommendation to FEC under this Article A6, the Department Chair shall review the performance of each Academic Faculty member in the Department in the *review period year* under review, ~~the particular year being determined by Faculty Council~~. The performance shall be reviewed in relation to the responsibilities under Article A2 and to the standards of performance under Article A6.03. Each review shall include a meeting between the Academic Faculty member and the Department Chair and such other consultation as the Department Chair deems necessary, provided that a meeting between the Academic Faculty member and the Department Chair shall not be required if the Academic Faculty member chooses not to meet.

Pre-Tenure

*A6.13.1 In preparation for submission of a recommendation to FEC under this Article A6, the Department Chair shall review the performance of each pre-tenure Academic Faculty member in the Department annually. The performance shall be reviewed in relation to the responsibilities under Article A2 and to the standards of performance under Article A6.03. Each review shall include a meeting between the Academic Faculty member and the Department Chair and such other consultation as the Department Chair deems necessary.*

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**Article A7: Unsatisfactory and Unacceptable Academic Performance**

[Note: changes in this Article to distinguish between "discipline" for culpable misconduct (addressed by Article 6) and unsatisfactory performance.]

- A7.01 The FEC Chair shall refer the record of an Academic Faculty member to the Provost ~~with a recommendation that the Academic Faculty member be disciplined for unacceptable academic performance~~ if FEC has cited *the Academic Faculty member's* performance as unsatisfactory and unacceptable, provided that the Academic Faculty member's performance has also been cited as unsatisfactory and unacceptable in either of the two preceding years and further provided that, if the Academic Faculty member had appealed the FEC decision to GAC, such appeal was not upheld. [Note: FEC to simply assess performance and if unsatisfactory to refer record to Provost.]
- A7.02 The record of the Academic Faculty member shall include copies of all material about the Academic Faculty member which had been before FEC in the last 3 years and before GAC in any appeals made by the Academic Faculty member in those years and any additional material which the FEC Chair adds ~~to support the recommendation.~~
- A7.03 The ~~recommendation~~ *record* shall be filed with the Provost within 20 days of the decision of FEC or, if the decision has been appealed under Article A8, the decision of GAC.
- A7.04 At the same time the FEC Chair shall provide to the Academic Faculty member a copy of the material under Articles A7.01 and A7.02 except that which is confidential.
- A7.05 The Academic Faculty member may submit material in response to that submitted under Articles A7.01, A7.02 and A7.04, with such material to be submitted to the Provost within 15 days of receipt of the material under Articles A7.01, A7.02 and A7.04.
- A7.06 The Provost shall offer to meet with the Academic Faculty member within 20 days of the receipt of the ~~recommendation~~ *record* under Article A7.03 or within 10 days of the receipt of the material under Article A7.05. The Provost may be accompanied by an Administration Advisor and the Academic Faculty Member may be represented by the Association but shall not be represented by their own legal counsel at such a meeting. Each shall, but not later than the day before the meeting, inform the other who the attendees will be.
- A7.07 Following any meeting under Article A7.06 and any other consultations the Provost chooses to have, the Provost shall, in writing, within 10 days:
  - a) *notify the Academic Faculty Member that no action will be taken* ~~not approve the recommendation of the FEC Chair~~; or
  - b) ~~penalize the Academic Faculty member, which may include~~ *address the performance through* one or more of the following: by a letter of reprimand; suspension with or without pay; dismissal, or other appropriate *penalty action* (but not a fine or a reduction of salary), stating the effective date of such *penalty action*. [Note: terminology of penalize/penalty implies culpable misconduct and is inappropriate]

<b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)	Tabled: 5 March 2024; 1pmMT
<u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7	

A7.08 The Provost shall, as soon as possible, after reaching a decision under Article A7.07, advise the Academic Faculty member, the FEC Chair and the Association of the decision, in writing.

A7.09 The onus shall be on the FEC Chair to establish that, on the balance of probabilities, that the academic performance of the Academic Faculty member be declared unsatisfactory and unacceptable ~~and that the penalty be assessed by the Provost.~~ *The onus shall be on the Provost to establish that, on the balance of probabilities, the action is appropriate. [Note: for clarity]*

...

<b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)	Tabled: 5 March 2024; 1pmMT
<u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7	

**Appendix A.1: *Sample* Letter of Appointment**

[Note: to align with agreement at Appendix D.1 and to allow for updates to be made as necessary; e.g. updating contact info to Staff Service Centre, Enterprise Square, Phone: 780-492-8000; updated Health & Safety language to mirror MaPS. There is no dispute that the provisions of the Agreement would supersede those of the Letter of Appointment where in conflict. Employer proposes to amend all Appendices X.1 in the same way. ]

<p><b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
<p><u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7</p>	

**Appendix A.2: ~~Annual~~ *Activities* Report (Annual or Bi-annual)**

**1. Requirement to Report**

- 1.01 Each Academic Faculty member shall submit an ~~Annual~~ *Activities* Report. (A2.05)
- 1.02 The ~~Annual~~ *Activities* Report shall provide information on the University responsibilities during the reporting period.
- 1.03 *Academic* Faculty members on leave or on sabbatical for all or a portion of the reporting period shall include a report on activities while on leave or sabbatical. (See, for example, A4.03.8.)

**2. Reporting Structure**

- 2.01 *Activities* Reports shall be submitted to the Department Chair with a copy submitted to the Dean.
- 2.02 In Faculties which are not divided into Departments, the ~~Annual~~ *Activities* Report shall be submitted to the Dean.
- 2.03 *Academic* Faculty members who are in divisions of Faculties or Departments shall, in addition, submit a copy of the ~~Annual~~ *Activities* Report to the division Chair or Head.
- 2.04 Department Chairs shall submit their ~~Annual~~ *Activities* Reports to the Dean, with a copy to the Provost.

**3. Format of the *Activities* Report**

- 3.01 The format of the *Activities* Report may vary by Faculty; the Faculty Council shall approve the format of the report. The format includes the way in which the ~~Annual~~ *Activities* Report is structured or designed (electronic or otherwise) and its contents. ~~Annual~~ *Activities* Reports shall provide at least the information required in 3.02 of this Appendix.
- 3.02 The ~~Annual~~ *Activities* Report shall include, as a minimum:
  - a) Personal data: name, rank, department.
  - b) Information about teaching activities: courses taught, numbers of students, graduate ~~students supervised~~, *student supervision and progression in their program*, new courses, programs or techniques developed.
  - c) Information about research and scholarly activity: books and articles published, inventions, lectures and presentations, other means of disseminating the results of research activity, prizes and awards and grants received, as well as descriptions of ongoing research or creative scholarly effort.
  - d) Information about service: to the scholarly discipline, to the University, the Faculty, and the Department, to the general public, including offices held.
  - e) Information about activities in faculty recruitment, faculty development, peer mentorship and related activities.
- 3.03 Subject to the decision of the Faculty Council (pursuant to A3.07 and A3.08 (b)), the ~~Annual~~ *Activities* Report may include a section on supplementary professional activity *to complement the Annual SPA Report*.

<b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)	Tabled: 5 March 2024; 1pmMT
<u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7	

- 3.04 The ~~Annual~~ *Activities* Report shall be designed to permit reporting in ways which will assist in determining whether the standards of performance for the Faculty have been met (see A6.03).
- 3.05 The Faculty Council shall determine the time period to be reported on in the ~~Annual~~ *Activities* Report and the date of submission.
- 3.06 The decision of the Faculty Council about the format, the time period and the date of submission shall be reported to the Provost and to the Association.
- 4. **Uses of the ~~Annual~~ *Activities* Report**
  - 4.01 The ~~Annual~~ *Activities* Report shall be used by the Department Chair in preparing recommendations to the Faculty Evaluation Committee.
  - 4.02 The ~~Annual~~ *Activities* Report shall be made available to the Faculty Evaluation Committee and to a General Appeals Committee.
  - 4.03 The ~~Annual~~ *Activities* Report shall be made available to the Provost, and to other University officials as authorized by the Provost.
  - 4.04 The information from the ~~Annual~~ *Activities* Report may be used to compile data on the teaching, research and service activities of a Department or Faculty.
  - 4.05 Notwithstanding 4.04, no summary or publication of information about Supplementary Professional Activity shall be released, except as required by Article A3.
  - 4.06 If the ~~Annual~~ *Activities* Report is made available beyond the Faculty Evaluation Committee, the Academic Faculty member shall be informed.

<b>E1A: Employer's Opening Proposals</b> (substantive and 'housekeeping' combined)	Tabled: 5 March 2024; 1pmMT
<u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7	

**Appendix A.3: Detailed Procedures for Sabbaticals**

**H. Sabbatical Salary (Reference: Articles A4.03.1 and A4.03.2)**

Sabbatical salary is normally based on the level of the Academic Faculty member's regular professorial salary and any market supplement and is at ~~82.5% (effective July 1, 2022: 90%)~~ of that salary rate, which shall be defined as the Academic Faculty Member's basic University salary. ~~An Academic Faculty member shall receive a salary of 90% of the Academic Faculty member's basic University salary for the Academic Faculty member's first sabbatical following receipt of the award of Tenure through the FEC processes under Articles A5 and A6, where the sabbatical commences on or after July 1, 2019.~~ Other University stipends, such as administrative stipends, clinical income and honoraria paid in lieu of professional fees, etc. do not enter into the calculation of the sabbatical salary. Non pensionable salary supplements and stipends may or may not be paid during a sabbatical depending on the conditions set by the funding source.

**I. Return to Service Obligation (Reference: Article A4.03.9)**

1. ~~Before the Academic Faculty member will be paid any sabbatical salary or receive a sabbatical research grant, they must sign an agreement to return to the service of the University following the sabbatical.~~ [Note see A4.03.9]
2. ~~The sabbatical agreement provides that~~ if the Academic Faculty member does not voluntarily return to the service of the University following sabbatical or if the Academic Faculty member returns to the service but does not stay in such service for a period of 6 months, or longer, then the Academic Faculty member must repay to the University 12.5% of the sabbatical remuneration received. By remuneration is meant the total of sabbatical salary, sabbatical research grant and any salary adjustment.

...

**K. Sabbatical Research Grants (Reference: Article A4.03.4)**

1. In accordance with policies of Revenue Canada (Taxation), a portion of the total remuneration to the Academic Faculty member on sabbatical may be classed as a sabbatical research grant. It should be emphasized that such a grant is not in addition to sabbatical salary. Rather, the sabbatical salary (normally at ~~82.5% (effective July 1, 2022: 90%)~~ of basic salary) is reduced to the extent of the research grant. The total of the two payments (salary + research grant), of course, would stay at the ~~82.5% 90%~~ level (effective July 1, 2022: 90%). For example, if an Academic Faculty member's basic salary were \$50,000, then the usual sabbatical salary would be ~~82.5% (effective July 1, 2022: 90%)~~ of that amount or ~~\$40,000 (effective July 1, 2022: \$45,000)~~. If the Academic Faculty member received a \$4,000 sabbatical research grant, then the salary portion would be reduced to ~~\$36,000 (effective July 1, 2022: \$41,000)~~.

...



<b>E1A: Employer's Opening Proposals</b> (substantive and 'housekeeping' combined)	Tabled: 5 March 2024; 1pmMT
<u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7	

### **Appendix A.5: Intersession Teaching**

The following regulations govern teaching in the Intersession:

- a) No Academic Faculty member will be required to teach in the Intersession.
- b) An Academic Faculty member and Department Chair may agree that, in the best interests of the Department, the Academic Faculty member will be assigned a teaching load in the Intersession and will receive compensating teaching release time during the regular session; in such a case the Academic Faculty member will not receive additional remuneration for the Intersession teaching.
- c) An Academic Faculty member and Department Chair may agree that the Academic Faculty member will be assigned a teaching load in the Intersession without compensating release time during the regular session; normally, the Academic Faculty member will receive additional compensation for the Intersession teaching.
- d) Nothing in this Agreement limits the existing rights of the Department Chair to assign differential teaching loads (e.g. for limited research productivity) and an Academic Faculty member and the Department Chair may agree that the Academic Faculty member should be assigned a teaching load in the Intersession without additional compensation for the Intersession teaching as part of that differential teaching load.
- e) Each Faculty which offers courses in the Intersession shall be required to revise their statement of standards (Article A6.03.2) to cover the evaluation of performance of Academic Faculty members during Intersession assignments to ensure, inter alia, that differential assignment of responsibilities will be taken into account in the evaluation.
- f) Department Chairs shall not normally assign Intersession teaching loads (under c), above) to provide income to Academic Faculty members as a replacement for merit Increments not received.

*This Appendix A.5 shall be inapplicable beyond the 2025 Intersession.*

<p><b>E1A:</b> Employer’s Opening Proposals (substantive and ‘housekeeping’ combined)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
<p><u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7</p>	

**Appendix A.6: Academic Faculty Salary Scales**

[Note: to be amended in accordance with monetary settlement]

<p><b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
<p><u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7</p>	

**Appendix A.7: Copyright Regulations**

[Note: see Note under Article 11]

<b>E1A:</b> Employer's Opening Proposals  (substantive and 'housekeeping' combined)	Tabled: 5 March 2024; 1pmMT
<u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7	

## Schedule B

## FACULTY SERVICE OFFICER

<b>E1A: Employer's Opening Proposals</b> (substantive and 'housekeeping' combined)	Tabled: 5 March 2024; 1pmMT
<u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7	

**Article B4: Professional Leave**

...

**Terms and Conditions**

~~B4.03.1 In determining the salary level, the Provost shall follow B4.03.2, B4.03.3 or B4.03.4.~~

B4.03.2 When the leave is determined to be of primary benefit to the FSO Member, the salary level shall be not less than ~~50% (effective July 1, 2022: 75%)~~ of full salary, *and otherwise at 100% of full salary.*

~~B4.03.3 When the leave is determined to be of equal benefit to both the FSO Member and the University, the salary level shall be not less than 75% (effective July 1, 2022: 100%) of full salary.~~

~~B4.03.4 When the leave is determined to be of primary benefit to the University, the salary level shall be 100% of full salary.~~

...

B4.03.10 ~~An FSO Member shall be required by the Provost to sign a return to service agreement prior to going on leave with the return period not to exceed the period of leave. An FSO Member shall return to regular duties at the University for 6 months upon completion of the professional leave or, in default thereof, repay to the University an amount equal to 12.5% of the total gross salary paid while on professional leave and shall, if requested by the University, sign an agreement to that effect prior to going on leave. [Note: clarity re current practice; language adopted from Article A.4.03.9]~~

B4.03.11 The FSO Member shall submit a report on the leave activities within two months of returning from leave with copies to be provided to the Department Chair, the Dean and the Provost.

<p><b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
<p><u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7</p>	

**Article B6: Evaluation**

[Note: Employer proposes to adopt the changes negotiated in Schedule A re: frequency of evaluation, annual reporting etc., amended as applicable for FSOs]

**Composition of FEC**

B6.06.1 The composition of FEC shall be:

- a) In departmentalized Faculties, the Dean (as Chair), all Department Chairs, and at least two tenured Academic Faculty members from the Faculty elected by Faculty Council. Faculty Council shall determine the number of elected members, as well as the term of office of the Chair, and terms of office of elected members.
- b) For non-departmentalized Faculties, and for departmentalized Faculties with fewer than 30 Academic Faculty members or fewer than 4 departments, one additional Academic Faculty member from another Faculty shall be added to FEC by the Provost from a list of Academic Faculty members appointed jointly by the President and the President of the Association. The role of the external member shall include monitoring the application of the Faculty's statement of standards from an external perspective.
- c) An FSO Member from another Faculty, appointed by the Provost from a list of FSO Members approved jointly by the President and the President of the Association (with such member to participate only in FSO Member cases before FEC).
- d) *One member from the PRC.* [Note: clarifying current practice]

<p><b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
<p><u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7</p>	

**Article B7: Unsatisfactory and Unacceptable Academic Performance**

[Note: Employer proposes to adopt the changes negotiated in Schedule A.7, amended as applicable for FSOs]

<p><b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
<p><u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7</p>	

**Appendix B.2: FSO Member Salary Scales**

[Note: to be amended in accordance with monetary settlement]



<p><b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
<p><u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7</p>	

**Appendix B.3: Copyright Regulations**

[Note: see Note under Article 11]

<p><b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
<p><u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7</p>	

**Appendix B.4: Annual Report**

[Note: Employer proposes to adopt the changes negotiated in Schedule A, Appendix A.2), amended as applicable for FSOs]

**E1A:** Employer's Opening Proposals

(substantive and 'housekeeping' combined)

Tabled:  
5 March 2024;  
1pmMT

Articles Included:

Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7

## Schedule C

## LIBRARIANS

<b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)	Tabled: 5 March 2024; 1pmMT
<u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7	

## Article C4: Professional Leave

### Terms and Conditions

~~C4.03.1 In determining the salary level, the LEC shall follow C4.03.2, C4.03.3 or C4.03.4.~~

C4.03.2 When the leave is determined to be of primary benefit to the Librarian, the salary level shall be not less than ~~50% (effective July 1, 2022: 75%)~~ of full salary, *and otherwise at 100% of full salary.*

~~C4.03.3 When the leave is determined to be of equal benefit to both the Librarian and the Library, the salary level shall be 75% (effective July 1, 2022: 100%) of full salary.~~

~~C4.03.4 When the leave is determined to be of primary benefit to the Library, the salary level shall be 100% of full salary.~~

...

C4.03.10 ~~A Librarian shall be required by the Chief Librarian to sign a return to service agreement prior to going on leave with the return period not to exceed the period of leave.~~ *A Librarian shall return to regular duties at the University for 6 months upon completion of the professional leave or, in default thereof, repay to the University an amount equal to 12.5% of the total gross salary paid while on professional leave and shall, if requested by the University, sign an agreement to that effect prior to going on leave. [Note: clarity re current practice; language adopted from Article A.4.03.9]*

C4.03.11 The Librarian shall submit a report on the leave activities within two months of returning from leave with copies to be provided to the Supervisor and Chief Librarian.

<p><b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
<p><u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7</p>	

**Article C7: Unsatisfactory and Unacceptable Performance**

[Note: Employer proposes to adopt the changes negotiated in Schedule A , amended as applicable for Librarians]

<p><b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
<p><u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7</p>	

**Appendix C.2: Librarian Salary Scales**

[Note: to be amended in accordance with monetary settlement]

<p><b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
<p><u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7</p>	

**Appendix C.4: Copyright Regulations**

[Note: see Note under Article 11]

<p><b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
<p><u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7</p>	

## Schedule D

## ACADEMIC TEACHING STAFF



<b>E1A: Employer's Opening Proposals</b> (substantive and 'housekeeping' combined)	Tabled: 5 March 2024; 1pmMT
<u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7	

**Article D1: Appointments**

...

**Conversion of Contract Status**

Term to TR [Note: header for clarity]

- D1.07.1 Subject to Articles D1.07.2 and D1.07.4, an ATS Member who has been appointed to 3 full-time appointments at the contract status of Term (with an appointment period of at least 8 months for each appointment) will have the contract status of a fourth full-time appointment to of Term converted to TR, provided:
- a) the original 3 appointments were within the most recent 3-year period (academic years); and
  - b) all 4 appointments are/were functionally of the same profile and made within the same Department; and
  - c) upon acceptance of the fourth appointment, the Staff Member makes a request for the conversion in writing to the Department Chair, accompanied by appropriate supporting material evidencing eligibility as defined by Articles D1.07.1(a) and (b).
- D1.07.2 The contract duration of a converted fourth appointment in accordance with Article D1.07.1 shall be determined by the Department Chair, subject to Article D1.01(f).

T12 to Career Status [Note: header for clarity]

- D1.07.3 Subject to Article D1.07.4, an ATS Member who has been appointed to a minimum of two consecutive appointments at the contract status of T12 will have the contract status of a third appointment to T12 converted to a Career Status appointment, provided:
- a) the two original appointments cover a continuous appointment period of at least 9 years in the aggregate; and
  - b) all 3 appointments are/were functionally of the same profile and made within the same Department; and
  - c) upon acceptance of the third appointment, the ATS Member shall have this appointment converted by providing the Department Chair supporting material evidencing eligibility as defined by Articles D1.07.3(a) and (b).
- D1.07.4 [Vacant]
- D1.07.5 A Staff Member having former service as an ATS Member who is appointed to a full-time continuing tenure-track position in accordance with Schedule A shall receive credit for that former service in the calculation of sabbatical leave in accordance with Appendix A.3: Detailed Procedures for Sabbaticals.

<b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)	Tabled: 5 March 2024; 1pmMT
<u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7	

**Article D2: Responsibilities to the University**

...

D2.01.2 The general responsibilities of an ATS Member shall be established in the position profile. Specific responsibilities shall be assigned in writing by the Department Chair. Such general and specific responsibilities shall facilitate the review of the ATS Member's performance in accordance with Article D5.01.1 and Article D6. (See Appendix D.8 for a Position Profile Template ~~to be developed.~~) [Note: see App. D.8]

<p><b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
<p><u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7</p>	

**Article D7: ~~Unsatisfactory and Unacceptable Performance Appeals~~**

[Note: the proposed changes in this Article reflect informal progress to date between the parties]

D7.01.1 A designation of unsatisfactory performance occurs when ~~an~~ *a Fixed Term* ATS Member receives Zero Increment in accordance with Article D6.10.1 (d) and is appealable under ~~this~~ Article *D7.02.2* ~~D7~~.

D7.01.2 An incrementation award of less than an Increment is appealable *under Articles D7.02.1, D7.02.2 and D7.03*.

**~~Unsatisfactory Performance Appeal Processes for Less than an Increment~~**

D7.02.1 *An ATS Member with Career Status with an Incrementation award of less than an Increment (i.e., 0.50, 0.75, 0.0B) shall have recourse as follows:*

*(a) within 10 days of the Incrementation decision, a written submission sent to the Provost, whose decision shall be final and binding.*

D7.02.2 An ATS Member with Fixed-Term Status with ~~unsatisfactory performance~~ *an Incrementation award of less than an Increment (i.e., 0.50, 0.75, 0.0B, 0.0D)* shall have recourse as follows:

- a) where evaluated by the Department Chair; *a written submission within 10 days of the Incrementation decision sent to the Dean, whose decision shall be final and binding;* or
- b) where evaluated by ATSEC; *a written submission within 10 days of the Incrementation decision sent to the Provost, whose decision shall be final and binding.*
- c) *in a non-departmentalized faculty, where evaluated by the Dean, a written submission within 10 days of the Incrementation decision sent to the Provost, whose decision shall be final and binding.*

**Termination of Fixed-Term Status Appointments for Unsatisfactory Performance**

D7.02.2.1 The appointment contract of an ATS Member with Fixed-Term Status who has received a designation of unsatisfactory performance may be terminated.

D7.02.3 In the case of unsatisfactory performance for an ATS Member with Fixed-Term Status, where the decision is termination, the appointment contract shall terminate on the:

- a) date stipulated in the Letter of Appointment for Term status;
- b) full-time workload end-date for TR status (e.g. appointment period of July 1 to June 30 and full-time workload occurs September 1 to April 30, the contract shall terminate on April 30); or
- c) next end-date within the annual appointment period for T12 status (e.g., appointment period of July 1 to June 30, the contract shall terminate on June 30).

D7.02.4 Before making the determination under Article D7.02.3 to terminate the appointment of an ATS Member with unsatisfactory performance, the Department Chair or the ATSEC Chair shall

<p><b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
<p><u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7</p>	

consult with an Administration Advisor. The Administration Advisor shall advise the Association of the decision to terminate the appointment.

D7.02.5 In the event of a termination in accordance with Article D7.02.3(b), the ATS Member shall be provided with written notice from the Department Chair or the ATSEC Chair to terminate the appointment. The Association shall be present when the ATS Member receives the written notice.

**Contested and Reconsidered Case for Career Status**

~~note that this section is subject to Appendix D.7 to be developed~~

D7.03.1 A contested case occurs when a Department Chair makes a recommendation of unsatisfactory performance (0.0D) to ATSEC and where the ATS Member with Career Status shall be provided with the opportunity to present their case in person to ATSEC.

D7.03.2 A reconsidered case occurs when ATSEC has:

- a) reduced a Department Chair's Increment recommendation to unsatisfactory performance (0.0D), or
- b) has disagreed with the Department Chair's recommendation for promotion.

~~In these cases,~~ *Within 10 days of the decision in a) or b),* the ATS Member with Career Status shall be provided with the opportunity to *make a written submission to ATSEC and, if they choose, to also* present their case in person to a reconvened ATSEC.

D7.03.3 An ATS Member who is provided with the opportunity to present their case in person to ATSEC shall be advised that they may consult with the Association. The ATS Member shall have the right to be accompanied by an advisor, but not legal counsel nor the Association.

D7.03.4 An ATS Member with Career Status who receives either a decision of unsatisfactory performance, or denial of promotion by ATSEC shall have recourse to the Provost, *via a written submission within 10 days of the reconsideration decision,* whose decision shall be final and binding.

**Termination of Career Status Appointments for Unacceptable Performance**

D7.04.1 A designation of unacceptable performance for an ATS Member with Career Status occurs when they receive a second ~~decision recommendation~~ of unsatisfactory performance, having received a first decision of unsatisfactory performance in either of the two preceding years.

D7.04.2 The appointment contract of an ATS Member with Career Status with unacceptable performance may be terminated.

~~D7.04.3 When a Department Chair makes a recommendation of unacceptable performance to ATSEC, the ATS Member shall be provided with the opportunity to present their case in person to ATSEC as a contested case.~~

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<u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7	

~~D7.04.4 When ATSEC has reduced a Department Chair's Increment recommendation to unacceptable performance, the ATS Member shall be provided with the opportunity to present their case in person to ATSEC as a reconsidered case.~~

~~D7.04.5 The ATS Member who is provided with the opportunity to present their case in person to ATSEC shall be advised that they may consult with the Association. The ATS Member shall have the right to be accompanied by an advisor, but not legal counsel.~~

D7.04.6 Before making the determination under Article D7.04.2 to terminate the appointment of an ATS Member with unacceptable performance, the Department Chair shall consult with an Administration Advisor. The Administration Advisor shall advise the Association of the decision to terminate the appointment.

D7.04.7 The ATS Member shall be provided with written notice from ATSEC to terminate the appointment. The Association shall be present when the ATS Member receives the written notice.

D7.04.8 In the case of unacceptable performance for an ATS Member with Career Status, where the decision is dismissal, the Provost shall state the effective date of termination.

D7.04.9 The decision to terminate the appointment of an ATS Member with Career Status for unacceptable performance is subject to the Grievance Procedures established in Article 14.

<p><b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
<p><u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7</p>	

**Appendix D.5: Salary Schedule**

[Note: to be amended in accordance with monetary settlement]

<p><b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
<p><u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7</p>	

**Appendix D.6: Copyright Regulations (2016)**

[Note: see Note under Article 11]

<p><b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
<p><u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7</p>	

**~~Appendix D.7: Detailed Procedures on Evaluation and Promotion~~**

~~AASUA agrees to strike an ARC in accordance with Article 2.06 – 2.11 to consider Appendix D.7 (Procedures on Evaluation and Promotion for Lecturers) and D.8 (Positional Profile Template). Should the parties not reach agreement during the ARC process, the current collective agreement language remains as status quo.~~

[Note: see revised Article D7]



<b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)	Tabled: 5 March 2024; 1pmMT
<u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7	

**Appendix D.8: Position Profile Template**

[Note: the following reflects informal progress to date between the parties]

~~AASUA agrees to strike an ARC in accordance with Article 2.06— 2.11 to consider Appendix D.7 (Procedures on Evaluation and Promotion for Lecturers) and D.8 (Positional Profile Template). Should the parties not reach agreement during the ARC process, the current collective agreement language remains as status quo.~~

*Academic Teaching Staff (ATS) Members*

*Approved by ATSEC in accordance with Article D6.05.1*

**POSITION PROFILE**

- Position Titles:* [Teaching Professor]
- [Lecturer]
- [Coach or Clinical Coach]
- [Instructor]
- [insert]
- Position Rank:* [Assistant Lecturer/Associate Lecturer/Full Lecturer]
- Contract Status:* [Career/ T12/ TR/ Term]
- Faculty:* [insert]
- Department (if applicable):* [insert]
- Full-time Equivalent (FTE):* [If FT indicate 1.0 and pro-rate if PT, e.g. 0.5]
- Terms Required:* [Fall/Winter/Spring/Summer]
- Salary Range:* [\$ ] per established Salary Scale
- Refer to Articles D6.07 and D6.08 for Increment Eligibility*
- Reports to:* [Chair/Dean in non-departmentalized Faculties]
- Evaluated by:* Career [ATSEC]
- Term 12 [ATSEC or Chair/Dean]
- TR - [ATSEC or Chair/Dean]
- Term - [Chair/Dean]

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<u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7	

**General Overview**

*A staff member under Schedule D shall be a scholar who:*

- *has teaching and/or teaching-related responsibilities as their primary academic responsibility; such teaching shall involve University credit courses*
- *shall demonstrate scholarship and remain current and competent in the discipline or profession*
- *may have assigned duties related to research and other scholarly activities*
- *may have assigned duties related to service*

*If research and other scholarly activities and service responsibilities are not specifically included in this Position Profile or the supplementary conditions to the letter of appointment, the degree of voluntary participation in such responsibilities may vary from staff member to staff member and from time to time. Such voluntary participation is not compensated nor reported on the Annual Report.*

***[The following sections are required and the details contained within are examples of requirements that are normally included]***

***[Variations in the content will occur depending upon the Working Title.]***

**Academic and/or Professional Qualifications**

- *Masters, MFA, or PhD Degree required*
- *Demonstrates currency and competency in the discipline or profession*
- *Maintains registration and is in good standing with their Professional body (if required)*

**Skills and Competencies**

- *Recent experience in university teaching at the undergraduate/graduate level*
- *Ability to employ varied teaching strategies*
- *Ability to design or select and administer effective assessments*
- *Excellent verbal and written communication skills with the ability to adapt communication style and to collaborate with colleagues and students*
- *Ability to maintain positive relations with students and colleagues*
- *Critical thinking and organizational ability*
- *Facilitation, negotiation and problem solving skills and an ability to handle challenging student situations*
- *Technically proficient in the computer environment and a working knowledge of various applications*

<b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)	Tabled: 5 March 2024; 1pmMT
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### Faculty-Specific Overview

- *Lecturer rank is as defined in the Faculty guidelines*
- *[Definition of full-time teaching load for Career appointments is normally x HCE (Fall), x HCE (Winter), x HCE (Spring), x HCE (Summer)]*
- *[Definition of full-time teaching load for T12 appointments is normally x HCE (Fall), x HCE (Winter), x HCE (Spring), x HCE (Summer)]*
- *[Definition of full-time teaching load for TR appointments is normally x HCE (Fall), x HCE (Winter), x HCE (Spring), x HCE (Summer)]*
- *[Definition of full-time teaching load for Term appointments is normally x HCE (Fall) AND/OR x HCE (Winter) OR x HCE (Spring), x HCE (Summer)]*
- *Deviations from the following responsibilities and/or FTE would need to be assigned or negotiated with the Chair/Dean and documented in writing*
- *Release from teaching for additional duties shall not normally exceed x HCE*

### Teaching of University Credit Courses

- *Provides instruction to undergraduate and may also provide instruction to graduate students*
- *Prior to the start of class: Design course syllabus; order textbooks and other course materials as required*
- *Upon conclusion of the class: prepare, administer, and mark final exams/assignments; complete records related to grades; may be required to prepare and/or administer deferred exams*
- *Evaluates student performance progress and provides appropriate and timely feedback according to department protocols*
- *Demonstrates scholarship and remain current and competent in the discipline or profession by keeping course syllabi and assignments relevant to the needs of current students*
- *Attends course-related orientations, meetings and other activities related to teaching assignment*
- *May oversee GSA TAs assigned to the course(s)*
- *May provide supervision to undergraduate studies*
- *Hold office hours as per department policy and be available for email communications with students and the department*

***[Duties below only as stipulated in the Supplementary Conditions to the Appointment Letter or in written agreement with the Chair/Dean]***

### Teaching Related Activities

*May include but is not limited to:*

- *Coordinator role in undergraduate program*
- *Mentoring teaching assistants*
- *Calls and chairs meetings*

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<u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7	

**Service Contributions**

*May include but is not limited to:*

- *Participates in the development of curriculum and design of courses*
- *Participates in the governance of the Faculty through committee membership*
- *Disseminates knowledge to the general public by making available their expertise and knowledge of the discipline*
- *Serves in departmental administrative positions*
- *Coordinates outreach, dissemination, and collegial activities*

**Research and Scholarly Activities [select/add according to Rank]**

*May include but is not limited to:*

- *Pedagogical research and innovation*
- *Scholarly research and dissemination*
- *Research through creative activity that demonstrates subject currency*
- *Professional Development*
- *Public intellectual engagement*

**[Signatures and Dates may be added for individual Position Profiles]**

<p><b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
<p><u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7</p>	

# Schedule E

## TRUST/RESEARCH ACADEMIC STAFF

<b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)	Tabled: 5 March 2024; 1pmMT
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**Article E2: Position Responsibilities**

~~E2.01.3 — Only a member of the Teaching and Research Job Family may be appointed to teaching duties. Courses shall be assigned at the discretion of the Department Chair. It is the TRAS Member's responsibility to demonstrate scholarship and remain current and competent in the discipline or profession. A TRAS Member may decide on specific course content and instructional methodology, recognizing approved course description and academic policy approved by the Department, the Faculty and the University.~~

[Note: Teaching and Research Job Family no longer exists; members who teach do so under the ATS Schedule.]

<b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)	Tabled: 5 March 2024; 1pmMT
<u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7	

**Article E5: Probation**

E5.01.1 Initial appointments ~~of more than one year~~ shall include a probationary period of ~~6 to 12~~ 9 months *(or the duration of the appointment whichever is longer)*. ~~The length of the probationary term will be clearly stated in the Letter of Appointment.~~ [Note: changes to take effect for new appointment effective date of ratification forward; to enable the Trustholder (Faculty Member) to efficiently address inadequate performance of a new employee for even those with a term of less than 12 months; particularly important given nature of funding.]

...

<p><b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
<p><u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7</p>	

**Article E6: Performance Review**

[Note: Employer proposes to adopt terminology of the report as agreed upon in A6 (e.g. "Activities report")]



<p><b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
<p><u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7</p>	

## Article E7: Unsatisfactory and Unacceptable Performance

[Note: Employer proposes to adopt the changes negotiated in Schedule A.7, amended as applicable for TRAS]

...

### Second Awarding of Zero Increment

- E7.02.1 Should the TRAS Member receive Zero Increment due to unsatisfactory and unacceptable performance, in the next year, the Trustholder may refer the record of the TRAS Member to Human Resource Services ~~with a recommendation that the TRAS Member be disciplined for unsatisfactory and unacceptable performance.~~
- E7.02.2 The record of the TRAS Member shall include copies of all material about a TRAS Member including the reports of meetings referred to in Articles E7.01.4 and E7.05.5.
- E7.02.3 The ~~recommendation of the Trustholder record~~ shall be filed with Human Resource Services within 20 days of the notification of the awarding of Zero Increment.
- E7.02.4 At the same time, the Trustholder shall provide to the TRAS Member a copy of the materials filed with Human Resource Services.
- E7.02.5 The TRAS Member may submit material to Human Resource Services in response to that submitted under Articles E7.02.1 and E7.02.2 within 15 days of receipt of the materials.
- E7.02.6 Human Resource Services shall offer to meet with the TRAS Member within 20 days of the receipt of the ~~recommendation record~~ or within 10 days of the receipt of material under Article E7.02.3. The TRAS Member may be accompanied by the Association but shall not be represented by their own legal counsel at such a meeting.
- E7.02.7 Following any meeting under Article E7.02.6 and any other consultations Human Resource Services chooses to have, the Provost shall, in writing, within 10 days:
- a) *notify the TRAS Member that no action will be taken* ~~Not approve the recommendation of the Trustholder;~~ or
  - b) ~~Penalize the TRAS Member which may include~~ *address the performance through* one or more of the following: by a letter of reprimand; suspension with or without pay; dismissal, or other appropriate ~~penalty action~~ (but not a fine or a reduction of salary); stating the effective date of such ~~penalty action~~, or
- E7.02.8 Any decision *taken in accordance with Article E7.02.7(b)* ~~to penalize the TRAS Member~~ is subject to appeal in accordance with the grievance procedure established in Article 14.



(substantive and 'housekeeping' combined)

Articles Included:

Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7

**Article E9: Salaries and Benefits**

...

**Supplementary Health, Dental and Ancillary Benefits**

...

E9.02.2 ~~A TRAS Member whose appointment is part time or is less than 8 months in duration is not eligible to participate in the benefit programs.~~ *A full-time TRAS Member, except those with a Fixed-Term appointment of less than 8 months, shall participate in the benefit plans set out in Appendix E.10, in accordance with eligibility restrictions stated therein. [Note: alignment with the language at D9.02.1; no substantive change]*

...

<p><b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
<p><u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7</p>	

**Appendix E.4: Copyright Regulations (2016)**

[Note: see Note under Article 11]

<b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)	Tabled: 5 March 2024; 1pmMT
<u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7	

**Appendix E.5: Trust/Research Academic Salary Levels and Ranges**

[Note: to be amended in accordance with monetary settlement]

**E1A:** Employer's Opening Proposals  
(substantive and 'housekeeping' combined)

Tabled:  
5 March 2024;  
1pmMT

Articles Included:

Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7

## Schedule F

# ADMINISTRATIVE AND PROFESSIONAL OFFICER

<b>E1A: Employer's Opening Proposals</b> (substantive and 'housekeeping' combined)	Tabled: 5 March 2024; 1pmMT
<u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7	

**Article F2: Establishment and Evaluation of Positions**

**Provest Employer Responsibility**

F2.01 The **Provest Employer** shall:

- a) designate positions as APOs in accordance with Article F1.01.1;
- b) undertake their evaluation in accordance with the University's APO Position Evaluation Plan (Appendix F.4);
- c) provide training and support in writing position descriptions and training on the University's APO Position Evaluation Plan (Appendix F.4);
- d) report in writing annually to the Association the number of positions evaluated during the year, their nature and the general outcomes;
- e) ensure the integrity and currency of the University's APO Position Evaluation Plan (Appendix F.4) is maintained;
- f) ensure benchmarks, as described in the University's APO Position Evaluation Plan (Appendix F.4), are established and validated through a Committee process (as described in Article F2.02).

**APO Position Evaluation Process Panel (PEPP)**

F2.02.1 The **Provest Employer** and the Association shall appoint a panel of 6 mutually agreed to members to be trained in the University's APO Member Evaluation Plan (Appendix F.4) as follows:

- a) 3 members appointed by the Employer and agreed to by the Association; one of which is the person responsible for the administration of this Schedule F and who shall act as Chair, one from a teaching department, and one from a non-teaching department;
- b) 3 members appointed by the Association and agreed to by the Employer; at least one of which is from a teaching department, and at least one of which is from a non-teaching department.

...

<p><b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
<p><u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7</p>	

**Article F3: University Responsibilities**

**Basic Regular Responsibilities**

...

<b>E1A: Employer's Opening Proposals</b> (substantive and 'housekeeping' combined)	Tabled: 5 March 2024; 1pmMT
<u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7	

**Article F4: Professional / Educational Leave**

...

**Terms and Conditions**

- F4.03.1 If an application for Professional / Educational Leave has been approved, an APO Member shall:
- a) receive a salary of ~~80% (effective July 1, 2022: 100%)~~ of the APO Member's basic University salary, which shall be defined as the APO Member's regular salary and any market supplement.
  - b) be eligible to participate, in full, in the benefit programs as set out in Article 20, with the Board continuing to pay the regular employer costs.

...

- F4.03.4 ~~An APO Member shall be required to sign a return to service agreement prior to going on leave with the return period not to exceed the period of the leave. An APO Member shall return to regular duties at the University for 6 months upon completion of the professional / educational leave or, in default thereof, repay to the University an amount equal to 12.5% of the total gross salary paid while on professional / educational leave and shall, if requested by the University, sign an agreement to that effect prior to going on professional / educational leave. [Note: clarity re current practice; language adopted from Article A.4.03.9]~~

- F4.03.5 The APO Member shall submit a report to the Supervisor and the Vice-President on the leave activities within two months of returning from leave.



<p><b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
<p><u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7</p>	

**Article F7: Unacceptable Performance**

...

**Second Awarding of Zero Increment**

- F7.02.1 Within 20 days of receiving Zero Increment due to unsatisfactory performance at the end of the next academic year, or if the APO Member has been awarded no Increment due to unsatisfactory performance in any of the previous two years, the Supervisor will refer the record of the APO Member, ~~along with the recommendation for imposing one of the penalties under Article F7.02.7,~~ to the Dean or Vice-President and to Human Resource Services.
- F7.02.2 The record of the APO Member shall include copies of all evaluation material regarding the APO Member including the reports of meetings referred to in Articles F7.01.
- F7.02.3 At the same time, the Supervisor shall provide to the APO Member and the Association a copy of the materials described in Article F7.02.1.
- F7.02.4 The APO Member may submit material to the appropriate Dean or Vice-President in response to that submitted by the Supervisor under Article F7.02.1 within 15 days of receipt of the materials.
- F7.02.5 The Dean or Vice-President shall offer to meet with the APO Member within 20 days of the receipt of the ~~record recommendation for penalty under Article F7.02.7.~~ The Dean or Vice-President may be accompanied by an Administration Advisor and the APO Member may be represented by the Association but shall not be represented by their own legal counsel at such a meeting.
- F7.02.6 Following any meeting under Article F7.02.5 and any other consultations the Dean or Vice-President chooses to have, the Provost shall, in writing, within 10 days choose one of the following actions:
  - a) *notify the APO Member that no action will be taken* ~~not approve the recommendation of the Supervisor;~~ or
  - b) *address the performance through one or more of the following: by a letter of reprimand; suspension with or without pay; dismissal, or other appropriate action (but not a fine or a reduction of salary), stating the effective date of such action* ~~approve the recommendation of the Supervisor, and their recommended penalty under Article F7.02.7 or~~
  - e) ~~approve the recommendation of the Supervisor but substitute impose a different penalty other under Article F7.02.7.~~
- F7.02.7 ~~The penalty referenced in Articles F7.02.1 and F7.02.6 may include one or more of the following: by a letter of reprimand; suspension with or without pay; dismissal, or other appropriate penalty (but not a fine or a reduction of salary); stating the effective date of such penalty.~~ [Note: moved to F7.02.6 b) above]
- F7.02.8 Any decision *taken in accordance with Article F7.02.6(b)* ~~to penalize the APO Member~~ is subject to the grievance procedure established in Article 14.

<b>E1A: Employer's Opening Proposals</b> (substantive and 'housekeeping' combined)	Tabled: 5 March 2024; 1pmMT
<u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7	

**Article F9: Salaries and Benefits**

- F9.01.1 The salary range for APO Members is set out in Appendix F.8.
- F9.01.2 ~~A salary range shall be established for each position, with the salary range being a function of the evaluation points (Article F2.01 b)) and the following:~~
- ~~a) The salary equation shall follow the formula:  
 $y = mx + b$ ;  
 where y = the mid-point salary  
 m = the dollar value per evaluation point;  
 x = the number of evaluation points assigned to the position; and  
 b = the dollar constant for all evaluation points~~
  - ~~b) The basic salary range for an APO position shall be from: a minimum annual salary = 0.80 (mid-point salary) to a maximum annual salary = 1.265 (mid-point salary).~~
  - ~~c) The basic salary range for a position shall provide for a series of 14 Increments in which the value of each Increment is equal to the basic maximum annual salary less the minimum annual salary divided by 14.~~
  - ~~d) There are two Increments added to the top of each salary range. These Increments are not included in the calculation of the mid-point under Article 20.01 (a) and are not considered part of the basic salary range. However, the Increments will be of the same value as those calculated under Article F9.01 e).~~

[Note: F9.01.2 is defunct given F9.01.1. The schedule is provided in App. F.8 and can only be changed through negotiation and agreement of the parties. How the schedule was first developed is unnecessary.]

...

<p><b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
<p><u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7</p>	

**Appendix F.2: Notice of Retirement**

[Note: outdated per what's in practice- Employer proposes to remove from Agreement; discussion of forms better suited to LMC not collective bargaining.]

<p><b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
<p><u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7</p>	

**Appendix F.3: Copyright Regulations (2016)**

[Note: see Note under Article 11]

**E1A:** Employer's Opening Proposals  
(substantive and 'housekeeping' combined)

Tabled:  
5 March 2024;  
1pmMT

Articles Included:

Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7

## Appendix F.4: The University's APO Position Evaluation Plan

...

### **B. JOB EVALUATION USING THE HAY METHOD OF JOB EVALUATION<sup>1</sup>**

9) ~~Evaluations are compared to benchmarks. Benchmarks are example (hypothetical) jobs serve as reference points or anchors from which to get a better sense of the Hay Point values. [Note: hypothetical benchmarks not used.]~~

...

### ~~**G. SALARY RANGE ESTABLISHMENT**~~

1) ~~Salary ranges at the University should be (a) internally equitable and (b) externally competitive. The former is accomplished through the use of the job evaluation process described above. An attempt to achieve the latter is made, in part, through the comparison of salary dollars per Hay Point at the University and at organizations outside the University which also use the Hay Guide Chart © Profile Method of Job Evaluation.~~

2) ~~A salary policy line is negotiated each year by the Board and the Association relative to Hay Points assigned which represents the mid-point of the basic salary range. The equation for determining the salary of a position is outlined in Article 20.01.~~

[Note: Section C is defunct given F9.01.1. The schedule is provided in App. F.8 and can only be changed through negotiation and agreement of the parties. How the schedule is established/maintained is unnecessary.]

---

<sup>1</sup>©2018 Korn Ferry Hay Group.

<p><b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
<p><u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7</p>	

**~~Appendix F.7: Annual Report (PREPD)~~**

[Note: outdated per what's in practice- Employer proposes to remove from Agreement; discussion of forms better suited to LMC not collective bargaining.]

<p><b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
<p><u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7</p>	

**Appendix F.8: APO Member Salary Scales**

[Note: amended per monetary settlement]

**E1A:** Employer's Opening Proposals

(substantive and 'housekeeping' combined)

Tabled:  
5 March 2024;  
1pmMT

Articles Included:

Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7

## Schedule G

# TEMPORARY LIBRARIAN, ADMINISTRATIVE AND PROFESSIONAL OFFICER



<b>E1A: Employer's Opening Proposals</b> (substantive and 'housekeeping' combined)	Tabled: 5 March 2024; 1pmMT
<b>Articles Included:</b> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7	

## Appendix G.2: Removal Grant Regulations

[Note: to be consistent with the parties' agreement at Appendix D.10]

Refer to:

<https://www.ualberta.ca/human-resources-health-safety-environment/managing/recruitment/steps-for-recruitment/removal-grant.html>

### ~~1. Removal Grant~~

~~A TLAPO Member will receive a removal grant to assist in defraying the cost of the move to Edmonton. The amount of the grant is dependent upon the TLAPO Member's place of domicile prior to coming to Edmonton in accordance with the following schedule:~~

<del>Residence Immediately Prior to Appointment</del>	<del>Maximum Grant (\$)</del>
<del>1. Edmonton and vicinity (within 50 kms of Edmonton boundary)</del>	<del>0</del>
<del>2. Other points in Alberta</del>	<del>150</del>
<del>3. Manitoba, Saskatchewan, BC</del>	<del>400</del>
<del>4. Other parts of Canada and continental USA</del>	<del>600</del>
<del>5. All others</del>	<del>1,000</del>

~~2. Domicile shall be the place of normal residence of the TLAPO Member immediately prior to the taking up of the appointment in Edmonton.~~

~~3. The TLAPO Member is not required to produce receipts in support of the payment of the removal grant. However, receipts for expenditures incurred in the move to Edmonton should be retained for the following reasons:~~

- ~~i) The grant will be considered as income for income tax purposes and reported on the TLAPO Member's T4 tax form. It may be possible to claim, as deductions from that income, expenses incurred in the move to Edmonton in accordance with the current tax legislation. Receipts will be required to document the claim.~~
- ~~ii) In the event that a TLAPO Member receives a future appointment to a full-time **tenurable** position, they may be eligible for a supplementary removal allowance; this will require receipts, vouchers, etc. in support of the claim. Any supplementary removal allowance will be reduced by the amount of any removal grant paid as a TLAPO Member (see #6 below).~~

~~4. The removal grant will be paid shortly after the effective date of the appointment. A grant will **not** be paid in advance of that date.~~

**E1A: Employer's Opening Proposals**

(substantive and 'housekeeping' combined)

Tabled:  
5 March 2024;  
1pmMT

Articles Included:

Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7

- ~~5. If the TLAPO Member does not, of their own volition, complete the contractual period of appointment they must refund the removal grant in full. Unless other arrangements are made, such a refund will be deducted from the TLAPO Member's terminal salary cheque.~~
- ~~6. The regulations with respect to removal allowances for full-time **tenurable** Staff Members are somewhat more liberal than those with respect to removal grants for full-time TLAPO Members. In the event that a full-time TLAPO Member is appointed as a full-time tenurable Staff Member immediately following the expiry of the temporary appointment, they may **apply** for a supplementary removal allowance, which will be the difference between the amount they would be eligible to receive as a tenurable Staff Member and the amount actually received as a TLAPO Member. In light of this possibility, the full-time TLAPO Member should retain copies of all receipts, vouchers, etc. in connection with removal to Edmonton at the time of appointment to the full-time temporary staff.~~
- ~~7. A TLAPO Member who received a removal grant covering an appointment during the immediately preceding academic year (July 1 - June 30) is not normally eligible to receive such a grant covering an appointment during the current academic year. Exceptions to this rule may only be made by the Provost upon the recommendation of the appropriate Dean.~~

<b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)	Tabled: 5 March 2024; 1pmMT
<u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7	

**Appendix G.4: Salary Administration**

...

- 3.1 Salary shall be paid monthly for the month of duties just completed. Salary cheques are normally issued on the second last banking day of the month. ~~Cheques will be distributed through individual Departments or, alternatively, TLAPO Members may arrange to have cheques deposited in a bank. Special forms requesting this service are available from Human Resource Services.~~

<b>E1A:</b> Employer's Opening Proposals (substantive and 'housekeeping' combined)	Tabled: 5 March 2024; 1pmMT
<u>Articles Included:</u> Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7	

**Appendix G.6: Salary Schedule**

[Note: amended per monetary settlement]

**E1A:** Employer's Opening Proposals  
(substantive and 'housekeeping' combined)

Tabled:  
5 March 2024;  
1pmMT

Articles Included:

Common: 1, 2, 4, 5, 6, 7, 8, 10, 11, 18, 20, 21, 22, 23, App. A, B, C, D, App.D.1, F, MOU Non-Dis., Schedules: A1, A2, A3, A4, A6, A7, App.A.1, A.2, A.3, A.5, A.6, A.7, B4, B6, B7, App.B.2, B.3, B.4, C4, C7, App.C.2, C.4, D1, D2, D7, App.D.5, D.6, D.7, D.8, E2, E5, E6, E7, E9, App. E.4, E.5, F2, F3, F4, F7, F9, App. F.2, F.3, F.4, F.7, F.8, App. G.2, G.4, G.6, G.7

**Appendix G.7: Copyright Regulations (2016)**

[Note: see Note under Art. 11]