

E1B: Employer’s Opening Proposals (“housekeeping” only, i.e. items which may be less controversial)	Tabled: 5 March 2024; 1pmMT
<u>Articles Included:</u> Common: 5.03, 5.06, 8.07.8, 8.08, 10.02, 18.04, 21.01, 22.02, 23.01.1, 23.01.4, App.D.1, MOU Non-Disc., Schedules: A1.05, A2.1.2, A4.03, App. A.1, App. A.3, B4.03, C4.03, D1.07, D2.01.2, D7, App. D.7, App. D.8, E2.01.3, E9.02.2, F3, F4.03, F 9.01, App. F.2, F.4, App. G.2, G.4	

EMPLOYER’S OPENING PROPOSAL
“E1B”

**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.

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Common Agreement

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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;
- ...
- r) ~~Hospital email addresses for clinical staff;~~ **[Note: housekeeping: never provided; no 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.

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

- 10.01 A Staff Member shall have access, with reasonable notice, to the records of all personal information pertaining to the Staff Member, except:
 - a) to confidential evaluations regarding the Staff Member's application for employment;
 - b) to confidential evaluations regarding career decisions about a Staff Member which are made in accordance with the evaluation, performance and appeal procedures;
 - c) to portions of the record that would not be released under the provisions of the *Freedom of Information and Protection of Privacy Act*.

- 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.*

Right to correct information

- 10.03 A Staff Member may request that information in a record pertaining to the Staff Member be corrected. If the request is accepted, the Employer shall endeavour to make the correction within 10 days.

- 10.04 If the information in the record is opinion, the Staff Member may submit an annotation which shall be linked to a record. If a request that information in a record be corrected is not accepted, the Staff Member may submit an annotation which shall be linked to the record.

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]~~

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

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Staff Members shall make their own insurance arrangements. (See *GFC Policy Manual Section 120.9 Professional Liability*). [Note: not permitted by provider]

Article 22: Death in Service

- 22.01 In the event of the death of a Staff Member, the Board shall pay to the Staff Member's estate an amount for salary owed to the date of death plus a death benefit equivalent in value to the Staff Member's salary for the balance of the month in which the staff member dies plus one additional month's salary regardless of the month in which the Staff Member dies. Such payment shall be in full payment of salary and vacation entitlement.
- 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**.

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

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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.~~
- ~~• 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.~~

...

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~~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]~~

~~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.~~

...

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.

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Appendix D.1: Benefit Programs

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~~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]~~

**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:*

Agreement Schedule	Position
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

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- 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.
- 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.*

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Schedule A

ACADEMIC FACULTY MEMBERS

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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.

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;

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 base** salary *while on sabbatical*.

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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.]

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

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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~~).

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Schedule B

FACULTY SERVICE OFFICER

<p>E1B: Employer's Opening Proposals</p> <p>("housekeeping" only, i.e. items which may be less controversial)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
<p><u>Articles Included:</u> Common: 5.03, 5.06, 8.07.8, 8.08, 10.02, 18.04, 21.01, 22.02, 23.01.1, 23.01.4, App.D.1, MOU Non-Disc., Schedules: A1.05, A2.1.2, A4.03, App. A.1, App. A.3, B4.03, C4.03, D1.07, D2.01.2, D7, App. D.7, App. D.8, E2.01.3, E9.02.2, F3, F4.03, F 9.01, App. F.2, F.4, App. G.2, G.4</p>	

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.

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:

...

d) *One member from the PRC. [Note: clarifying current practice]*

E1B: Employer's Opening Proposals

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5 March 2024;
1pmMT

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Schedules: A1.05, A2.1.2, A4.03, App. A.1, App. A.3, B4.03, C4.03, D1.07, D2.01.2, D7, App. D.7, App. D.8,
E2.01.3, E9.02.2, F3, F4.03, F 9.01, App. F.2, F.4, App. G.2, G.4

Schedule C

LIBRARIANS

<p>E1B: Employer's Opening Proposals</p> <p>("housekeeping" only, i.e. items which may be less controversial)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
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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.

E1B: Employer's Opening Proposals

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E2.01.3, E9.02.2, F3, F4.03, F 9.01, App. F.2, F.4, App. G.2, G.4

Schedule D

ACADEMIC TEACHING STAFF

<p>E1B: Employer's Opening Proposals</p> <p>("housekeeping" only, i.e. items which may be less controversial)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
<p><u>Articles Included:</u> Common: 5.03, 5.06, 8.07.8, 8.08, 10.02, 18.04, 21.01, 22.02, 23.01.1, 23.01.4, App.D.1, MOU Non-Disc., Schedules: A1.05, A2.1.2, A4.03, App. A.1, App. A.3, B4.03, C4.03, D1.07, D2.01.2, D7, App. D.7, App. D.8, E2.01.3, E9.02.2, F3, F4.03, F 9.01, App. F.2, F.4, App. G.2, G.4</p>	

Article D1: Appointments

...

Conversion of Contract Status

[Term to TR](#)

- 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](#)

- 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.

E1B: Employer's Opening Proposals

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5 March 2024;
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E2.01.3, E9.02.2, F3, F4.03, F 9.01, App. F.2, F.4, App. G.2, G.4

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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.~~)

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.

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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 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.

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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.~~
- ~~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.

~~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]

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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*

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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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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]

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E2.01.3, E9.02.2, F3, F4.03, F 9.01, App. F.2, F.4, App. G.2, G.4

Schedule E

TRUST/RESEARCH ACADEMIC STAFF

<p>E1B: Employer's Opening Proposals</p> <p>("housekeeping" only, i.e. items which may be less controversial)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
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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.]

Article E9: Salaries and Benefits

...

Supplementary Health, Dental and Ancillary Benefits

E9.02.1 Subject to Article E9.02.2, TRAS Members are eligible to participate in the University benefit programs applicable to TRAS Members, depending on the type of appointment.

~~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]~~

...

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Schedules: A1.05, A2.1.2, A4.03, App. A.1, App. A.3, B4.03, C4.03, D1.07, D2.01.2, D7, App. D.7, App. D.8,
E2.01.3, E9.02.2, F3, F4.03, F 9.01, App. F.2, F.4, App. G.2, G.4

Schedule F

ADMINISTRATIVE AND PROFESSIONAL OFFICER

<p>E1B: Employer's Opening Proposals</p> <p>("housekeeping" only, i.e. items which may be less controversial)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
<p><u>Articles Included:</u> Common: 5.03, 5.06, 8.07.8, 8.08, 10.02, 18.04, 21.01, 22.02, 23.01.1, 23.01.4, App.D.1, MOU Non-Disc., Schedules: A1.05, A2.1.2, A4.03, App. A.1, App. A.3, B4.03, C4.03, D1.07, D2.01.2, D7, App. D.7, App. D.8, E2.01.3, E9.02.2, F3, F4.03, F 9.01, App. F.2, F.4, App. G.2, G.4</p>	

Article F2: Establishment and Evaluation of Positions

Provost Employer Responsibility

F2.01 The **Provost 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 **Provost 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.

...

Article F3: University Responsibilities

Basic Regular Responsibilities

...

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Article F4: Professional / Educational Leave

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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.

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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):~~
 - e) ~~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.]

...

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.]

E1B: Employer's Opening Proposals ("housekeeping" only, i.e. items which may be less controversial)	Tabled: 5 March 2024; 1pmMT
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Appendix F.4: The University's APO Position Evaluation Plan

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B. JOB EVALUATION USING THE HAY METHOD OF JOB EVALUATION¹

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.]~~

...

~~**C. 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.]

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E1B. Employer's Opening Proposals

("housekeeping" only, i.e. items which may be less controversial)

Tabled:
5 March 2024;
1pmMT

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E2.01.3, E9.02.2, F3, F4.03, F 9.01, App. F.2, F.4, App. G.2, G.4

Schedule G

TEMPORARY LIBRARIAN, ADMINISTRATIVE AND PROFESSIONAL OFFICER

<p>E1B: Employer's Opening Proposals</p> <p>("housekeeping" only, i.e. items which may be less controversial)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
<p><u>Articles Included:</u> Common: 5.03, 5.06, 8.07.8, 8.08, 10.02, 18.04, 21.01, 22.02, 23.01.1, 23.01.4, App.D.1, MOU Non-Disc., Schedules: A1.05, A2.1.2, A4.03, App. A.1, App. A.3, B4.03, C4.03, D1.07, D2.01.2, D7, App. D.7, App. D.8, E2.01.3, E9.02.2, F3, F4.03, F 9.01, App. F.2, F.4, App. G.2, G.4</p>	

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:~~

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

~~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.~~

~~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.~~

<p>E1B: Employer's Opening Proposals</p> <p>("housekeeping" only, i.e. items which may be less controversial)</p>	<p>Tabled: 5 March 2024; 1pmMT</p>
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- ~~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.~~

Appendix G.4: Salary Administration

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- 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.~~