

COMPREHENSIVE STATUS
As at 3 March 2022 630pmMT

[Note: final collective agreement to be modified pursuant to the terms of the Mediator's Report, assuming that Report is ratified by both parties]

**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**

Final agreement on all matters is subject to the parties' ratification process.

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Collective Agreement

between

The Governors of the University of Alberta

and

**The Association of the Academic Staff of the
University of Alberta**

July 1, 2020 to June 30, 2024

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[To be amended pending final agreement]

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Common Agreement

Recitals [WHOLLY AGREED]

WHEREAS The Board of Governors of the University of Alberta, of the first part, (the "Board") exercising authority given to it pursuant to the *Post Secondary Learning Act* (Alberta);

AND WHEREAS The Association of the Academic Staff of the University of Alberta, of the second part, (the "Association") acting on behalf of each academic staff member,

HEREBY AGREE that this Agreement as hereinafter set forth constitutes the collective agreement provided for in Section 84(1) of the *Post Secondary Learning Act* (Alberta) and Section 58.1(3) of the *Alberta Labour Relations Code* for those employees of the Board designated as academic staff members by the Board in accordance with Section 60(2) of the *Post Secondary Learning Act* (Alberta):

NOW WITNESSETH THAT in consideration of the premises and the matters hereinafter contained, the Board and the Association (each a "party and together the "parties") hereto agree as follows:

Article 1: Definitions and Abbreviations [WHOLLY AGREED]

- 1.00 "Academic Faculty" means a person who has been appointed under Schedule A of this Agreement.
- 1.01 "Academic Teaching Staff" (or "ATS Member") means a person who has been appointed under Schedule D of this Agreement.
- 1.01.1 "Acting" when referring to ~~an officer of the University of Alberta (President, Vice-President, Dean, or Department Chair or other officer) means a person designated to act for the officer during the officer's absence; the person who is acting shall have a person temporarily appointed to any role having authority or responsibility under this Agreement, imports~~ the same authority and responsibility. ~~of the during appointment as the officer has under the terms of this Agreement.~~**
- 1.02 "Administration Advisor" means a University employee with duties associated with advising the Employer under this Agreement.
- 1.03 "Administrative and Professional Officer" (or "APO Member") means a person who has been appointed under Schedule F of this Agreement.
- 1.04 "Agreement" means this collective agreement, having the components set out in Article 2.01, including all schedules, appendices and other ancillary documents that have been expressly agreed to be included in the collective agreement by the parties and expressly referenced herein.
- 1.05 "Appointing Officer" means the person responsible for appointing the Staff Member.
- 1.06 "Association" means the Association of the Academic Staff of the University of Alberta.
- 1.07 "Board" means the Governors of the University of Alberta.

- 1.08 "Chief Librarian" means the chief executive officer of the University Libraries.
- 1.09 "Continuing Appointment" means an appointment of a Staff Member without a fixed term, which may be terminated in accordance with the terms of this Agreement.
- 1.10 "Day" or "Days" means Monday through Friday but does not include statutory holidays and days when the University is closed. Reference in this Agreement to week, month and year shall refer to the calendar period.
- 1.11 "Dean" means the head of a Faculty, as appointed by the Board.
- 1.12 "Department" means
- a) the academic unit of a Faculty, established as such by the Board; and
 - b) non-teaching departments, which means those departments not administered by a Faculty, and which have separate accounts in the University's budgeting system.
- 1.13 "Department Chair" means the administrative head of **a an academic** Department reporting to the Dean. Responsibilities assigned **in this Agreement herein** to a Department Chair shall be the responsibility of the Dean in Faculties where there are no Departments.
- 1.14 "Director" means the administrative head of a unit.
- 1.15 "Faculty" means an academic unit of the University established as such by the Board, pursuant to section 19(e) of the PSLA.
- 1.16 "Faculty Council" means the council created by that name in accordance with section 28 of the *Post Secondary Learning Act*; for the purposes of the Schedules to this Agreement, voting on decisions required by each Schedule shall be restricted to the Staff Members appointed in the Faculty under that Schedule.
- 1.17 "Faculty Service Officer" (or "FSO Member") means a person who has been appointed under Schedule B of this Agreement.
- 1.18 "Increment" means **a 1.0 merit award (i.e. 100% of the negotiated applicable dollar value) the basic unit by which a Staff Member's salary is increased, as may be applicable.**
- 1.18.1 "Incrementation" means the award of an Increment or an allowable fraction or multiple thereof.**
- 1.19 "Librarian" means a person who has been appointed under Schedule C of this Agreement.
- 1.20 "Library Council" means a council, chaired by the Chief Librarian, which includes all Staff Members employed in the University Libraries. For the purposes of Schedule C, voting on decisions required by Schedule C shall be restricted to those affected.
- 1.21 "President" means the President of the University as appointed by the Board.
- 1.22 "Provost" means the Provost and Vice President (Academic) of the University as appointed by the Board.
- 1.23 "Restricted Funds" mean funds subject to externally imposed stipulations (explicit or implicit) that specify the purpose for which the contribution is to be used. These funds are related to

- research (grants, contracts, and donations), special purpose (grants, contracts, and donations) or endowments (grants, contracts, and donations).
- 1.24 "Senior Administrator" means the individual in any given group of administrators who holds the most authority.
- 1.25 [Vacant]
- 1.26 "Service" means continuous years of service as an employee in the bargaining unit.
- 1.27 "Staff Member" means a person who is a member of the bargaining unit, defined as the group of employees of the Board designated as academic staff members by the Board in accordance with Section 60(2) of the *Post Secondary Learning Act* (Alberta), and who have been appointed under this Agreement in one of the following categories:
- a) Academic Faculty: at the rank of Professor, Associate Professor, or Assistant Professor, in accordance with Schedule A, including persons appointed under the predecessor Faculty agreement;
 - b) Faculty Service Officer (or "FSO Member"), at the rank of FSOI, FSOII, FSOIII, FSOIV, in accordance with Schedule B, including persons appointed under the predecessor Faculty Service Officer agreement;
 - c) Librarian, at the rank of Librarian 1, Librarian 2, or Librarian 3, in accordance with Schedule C, including persons appointed to a Librarian position under the predecessor Librarian agreement;
 - d) Academic Teaching Staff (or "ATS Member"), at the rank of Assistant Lecturer, Associate Lecturer or Full Lecturer, in accordance with Schedule D, including persons appointed to an ATS position under the predecessor Academic Teaching Staff agreement;
 - e) Trust/Research Academic Staff (or "TRAS Member"), in accordance with Schedule E, including persons appointed to a TRAS position under the predecessor Trust/Research Academic Staff agreement;
 - f) Administrative and Professional Officer (or "APO Member"), in accordance with Schedule F, including persons appointed to an APO position under the predecessor Administrative and Professional Officer agreement;
 - g) Temporary Librarian, Administrative, and Professional **Staff Officer** (or "**TLAPS TLAPO** Member"), in accordance with Schedule G, including persons appointed under the predecessor Temporary Administrative and Professional **Staff Officer** agreement.
- 1.28 "Supervisor" means the Staff Member's immediate supervisor for APO Members and **TLAPS TLAPO** Members; and the Appointing Officer for TRAS.
- 1.29 "Supervisor" means, for Librarians, the Librarian to whom the Staff Member reports and is accountable, or the Chief Librarian, or another Librarian who is delegated that responsibility on behalf of the Librarian. At least annually, the Chief Librarian shall provide to the Association a complete list of Librarians and the Supervisor to whom each reports. When a Librarian reports to more than one person, the Supervisor shall consult with the other person in making evaluations.
- 1.30 "Temporary Appointment" means an appointment with a fixed or rolling term, which will be terminated at the expiration of the fixed/rolling term or which may be terminated earlier by resignation, retirement, death, or in accordance with the terms of this Agreement.
- 1.31 "Temporary Librarian, Administrative, and Professional Officer" (or "**TLAPS TLAPO** Member") means a person who has been appointed under Schedule G of this Agreement.

- 1.32 "Tenure" means an appointment of an Academic Faculty Member or Librarian without term, in accordance with the terms of this Agreement.
- 1.33 "Trust/Research Academic Staff" (or "TRAS Member") means a person who has been appointed under Schedule E of this Agreement.
- 1.34 "Trustholder" means the individual who is accountable, according to University policy, for the receipt of Restricted Funds revenue and appropriate expenditure of this revenue ensuring that it is in compliance with the terms and conditions of the sponsor(s) and with University policies and procedures.
- 1.35 "Unit" is the term used to describe the organizational structure to which a Staff Member is appointed.
- 1.36 "University" means University of Alberta.
- 1.37 "Vice-President" means a senior administrator with a number of reporting units within the University. Where the term "Vice-President" is used in this Agreement, unless otherwise stated, it means the specific Vice-President to whom the other administrative officials relevant to the context are accountable.

Abbreviations

- 1.38 The following abbreviations are used in this Agreement:

ARC means the Agreement Review Committee;
FEC means the Faculty Evaluation Committee;
GAC means the General Appeals Committee;
GFC means the General Faculties Council of the University;
PSLA means the *Post Secondary Learning Act*;
Code means the *Alberta Labour Relations Code*;
FSO means Faculty Service Officer;
ATS means Academic Teaching Staff;
TRAS means Trust/Research Academic Staff;
APO means Administrative and Professional Officer;
LEC means the Librarian Evaluation Committee;
ATSEC means the Academic Teaching Staff Evaluation Committee;
TLAPS TLAPO means Temporary Librarian, Administrative, and Professional **Staff Officer**.

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 or Summer term);
 - b) persons where duties consist of teaching less than the equivalent of a three-credit course or where duties are teaching-related for a commitment of less than 14 hours per week;
 - c) persons who carry out teaching and/or teaching-related responsibilities under the terms of either the non-academic staff or graduate student collective agreements;

- d) persons who carry out teaching and/or teaching-related responsibilities only in non-credit courses;
- e) persons who report directly to the President or a Vice-President;
- f) persons who are part-time and who are practising physicians, dentists or lawyers;
- g) persons who do not receive University remuneration for the services performed; and/or
- h) persons who would otherwise be Staff Members appointed to a **TLAPS TLAPO** or TRAS position but whose duties consist of a commitment of less than 14 hours per week.

Article 2: Term of Agreement, Agreement Review Committee and Collective Bargaining [WHOLLY AGREED]

2.01 This Agreement includes the following, with application as stated:

- Common Agreement, applicable to all Staff Members
- Schedule A, applicable only to Academic Faculty members
- Schedule B, applicable only to FSO Members
- Schedule C, applicable only to Librarians
- Schedule D, applicable only to ATS Members
- Schedule E, applicable only to TRAS Members
- Schedule F, applicable only to APO Members
- Schedule G, applicable only to **TLAPS TLAPO** Members

2.02 This Agreement shall be effective July 1, **2018 2020** and expire on June 30, **2020 2024** (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.

2.03 There shall be no strike or lockout during the term of this Agreement.

2.04 Minor editorial corrections in this Agreement, or to any of its Appendices, may be made by mutual agreement of the parties during the term without ratification by the Association and the Board, provided that such changes are reduced to writing and executed by the signing officers of the parties to this Agreement. Any other changes made by mutual agreement of the parties during the term shall be subject to ratification.

Agreement Review Committee (ARC)

2.05 There shall be an ARC which shall:

- a) serve as a joint reference body for consideration of all matters pertaining to this Agreement, including the interpretation of language which affect the contracts of Staff Members;
- b) consider and may approve variations to the composition of an FEC upon the recommendations of a Faculty Council; and

2.06 The ARC shall consist of 4 members appointed by the Board and 4 members appointed by the Association. The Board and the Association may vary their members from time to time and for particular matters under consideration. Each party shall inform the other in writing of the names of its appointed members and of changes thereto.

2.07 The Board and the Association shall each have one vote on ARC.

- 2.08 Matters referred to ARC under Article 2.05 (c) may be brought forward by the Provost or by the President of the Association.
- 2.09 ARC shall meet as frequently as necessary to consider matters proposed by either the Board or the Association.
- 2.10 Both the Board and the Association may use the services of such consultants and resource persons as they may see fit and such persons may be invited to attend meetings of ARC.
- 2.11 Decisions reached by ARC shall be binding on the Board and the Association and on individual Staff Members.

Time Lines

- 2.12 Subject to the Code, the parties may vary the timelines under this Article 2 by mutual agreement.

Notice to Commence Collective Bargaining

- 2.13 On or after January 1 preceding the Expiration Date, either party may give the other notice in writing of its intent to commence collective bargaining.
- 2.14 Notice for the purpose of commencing collective bargaining shall be addressed in the case of the Board to the Provost and in the case of the Association to the President of the Association. In the case of the Board, notice may be served on the Provost in person or by email. In the case of the Association, notice may be served on the President or the Executive Director in person or by email.

Commencement of Negotiations

- 2.15 On or after February 1st following the written notice in accordance with Article 2.13, the parties shall meet for the purpose of commencing collective bargaining. Within 15 days of that meeting, or such longer period as may be agreed, the parties shall exchange collective bargaining proposals.
- 2.16 The parties shall bargain collectively in good faith and make every reasonable effort to enter into a renewal collective agreement.
- 2.17 Each party may invite consultants and resource persons to attend negotiating sessions.

Settlement and Ratification

- 2.18 Where a settlement has been reached, the parties shall refer it to the Board and to the Association for ratification, in accordance with their respective ratification processes.
- 2.19 If a settlement is reached but not ratified by one or both parties, collective bargaining shall resume in an effort to achieve a settlement of unresolved bargaining issues. In such case the parties shall continue to bargain collectively in good faith and make every reasonable effort to enter into a renewal collective agreement.
- 2.20 The parties may mutually agree to a binding settlement of unresolved bargaining issues by referral to a binding interest arbitration board.

Effect of the Collective Agreement

- 2.21 The provisions of this Agreement and each renewal collective agreement are binding on:
- a) the Association and every Staff Member on whose behalf it has bargained collectively; and
 - b) the Board.

Article 3: Academic Freedom [WHOLLY AGREED]

Academic Freedom

- 3.01 The University of Alberta is committed to the pursuit of truth, the advancement of learning, and the dissemination of knowledge through teaching, research and other scholarly and creative activities and service. Academic Freedom is essential to these endeavours.
- 3.02 Each Staff Member is expected to engage in these endeavours, or to support the engagement of these endeavours.
- 3.03 The parties to the Agreement agree to uphold and protect the principles and practices of Academic Freedom. Academic Freedom shall not confer legal immunity; nor shall it diminish the obligation of Staff Members to meet their responsibilities to the University as set out in this Agreement.
- 3.04 The collection, organization, and dissemination of knowledge will be done freely and without bias in support of the research, teaching, and study needs of the University community. The Parties agree that no censorship based on moral, religious, or political values shall be exercised or allowed against any material acquired or deposited in the library collections of the University.
- 3.05 Academic Freedom specifically entails, but is not necessarily limited to, the right to:
- a) conduct research and to publish the results;
 - b) teach, learn, investigate, speculate, comment, question, criticize, and discuss;
 - c) select, acquire, disseminate, or critique ideas, documents or other materials in the exercise of the Staff Member's academic responsibilities;
 - d) create, exhibit, perform or adjudicate works of art:
- all without censorship or deference to prescribed doctrine.
- 3.06 Academic Freedom does not require neutrality nor does it preclude commitment on the part of a Staff Member. Rather, Academic Freedom makes such commitment possible. It carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research, teaching, publication, and other forms of scholarly expression in the search for knowledge. Accordingly, Staff Members shall have the right to publicly disclose information about risks to research participants or the general public, or threats to public interest, that become known in the course of their research.
- 3.07 In the exercise of Academic Freedom, Staff Members shall respect the Academic Freedom of others.

- 3.08 In the exercise of extramural critique, Staff Members shall not purport to speak on behalf of the University unless so authorized. An indication of affiliation with the University should not be construed as speaking on behalf of the University.
- 3.09 Notwithstanding Articles 3.01 to 3.07, a Staff Member who has agreed to a research grant or contract will comply with its terms and conditions.
- 3.10 This Article 3 does not apply to APO Members and the administrative professionals in **TLAPS TLAPO** (Schedules F and G, respectively).

Article 4: Management Rights [WHOLLY AGREED]

- 4.01 The Association and its members recognize the authority and responsibility of the Board of Governors to manage the operation of the University of Alberta, in accordance with the PSLA.
- 4.02 The Board of Governors agrees to exercise its management responsibilities in a fair, reasonable, equitable and non-arbitrary manner consistent with the provisions of this Agreement.
- 4.03 Where a University policy or procedure is in conflict with a term of this Agreement, the Agreement shall take precedence.
- 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.
- 4.05 The parties acknowledge the existing rights, privileges, and responsibilities of Staff Members to participate in the formulation and/or recommendation of policy and procedure within the University and to participate in the governance of the University, in accordance with University policies, as applicable.

Article 5: Association Recognition [WHOLLY AGREED]

- 5.01 In accordance with the provisions of 60(2) and 85(2) of the PSLA, a person designated as an academic staff member, and appointed to a position under this Agreement is a member of the Association on the date of appointment.
- 5.02 Association dues shall be deducted from the Staff Member's pay and shall be remitted to the Association.
- 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:
- a) Employee ID;
 - b) Last Name;
 - c) First name;
 - d) Initial;
 - e) Birthdate;
 - f) Gender, as may be identified by the Staff Member;

- g) Date of current appointment and service date;
- h) Appointment category (in accordance with Article 1.27);
- i) The number of Staff Members in each category;
- j) Extent of duties (full time or part time);
- k) Appointment status (tenure track, tenure, fixed term, probationary) and term; **(the list to specify start and end dates, as applicable);**
- l) Rank and Position (and job titles);
- m) Department **and Unit;**
- n) Faculty/**Unit Description;**
- o) All individual compensation, including but not limited to: salary; salary adjustments (if any); and stipends (if any); and the period of payment to be reported;
- p) the amount of dues or fees deducted from each individual Staff Member's salary and remitted to the Association;
- q) University of Alberta email address;
- r) Hospital email addresses for clinical staff;
- s) Staff Members on unpaid leave (the list to specify the nature and the periods of the unpaid leave);
- s.1) Staff Members on leave provided they are tracked in the human resource information system of the university (the list to specify the nature and the periods of the leave);**
- s.2) Staff Members on approved professional and educational leaves under the FSO, LIB, and APO Schedules;**
- t) Union code; and

on an annual basis, on or before July 31, for the preceding academic year:

- u) the number of merit Increments available to be awarded per category;
- v) the number of merit Increments awarded per category and rank;
- w) the aggregate value of merit awarded for each category and rank;
- x) the merit Increment awarded (and citation where a zero merit is awarded);
- y) Annual aggregate remuneration of all categories of employees **by rank and by contingent and non-contingent status (in accordance with Article 1.27)** as at October 1, to be provided no later than the end of December; and
- z) on request by the Association, a Staff Member's home address, as recorded in Peoplesoft.
- aa) a letter of assurance with respect to the deduction of union dues to be provided to the Association for the period July 1 through to June 30.**

5.04 The Employer will provide, **by the 10th of the month**, a monthly list of Staff Members subject to dues and the changes (additions and deletions) that have occurred during the month and the reasons therefore.

5.05 The Employer acknowledges the rights of the Association:

- a) to secure release time for Staff Members in order to further the work of the Association, subject to Articles 5.06 and 5.07; and
- b) to access meeting space for the Association council, executive and other committees deemed necessary by the Association to carry out its responsibilities.

5.06 A Staff Member seeking release time to further the work of the Association shall submit a request to their Department Chair, or Supervisor, as applicable, with as much advance notice as possible. 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.

- 5.07 Subject to Article 5.06, the Association has the sole authority to determine which of its members shall be eligible for all or partial release time from regular duties, and for what period of time.

Release Time for Association Executive and Negotiations Team

- 5.08.1 Subject to Article 5.08.3, the President of the Association shall be entitled to full-time release from employment responsibilities, and at a minimum, the Vice-President to half-time release, and the Officers and Directors to quarter-time release per academic year. Members of the Association's negotiations team shall be entitled to, at minimum, quarter-time release per academic term for the duration of bargaining. Release time may be less at the option of the Association.

- 5.08.2 The Association will inform the Employer of the names of the members identified in Article 5.08.1, as soon as those members are elected or appointed, normally not later than June 30 of any year for a term of office that begins July 1, or as soon as possible with as much notice as possible.

- 5.08.3 Release time provided shall be without loss of salary or benefits. With respect to release from teaching responsibilities, the Association shall reimburse the Employer the costs to appoint a replacement. In all other cases, the Association shall reimburse the Employer for the total compensation costs of the Staff Member, pro-rated based on the percentage of time on release.

5.08.3.1 Service to the Association for those Staff Members listed in 5.08.1 shall be considered during the evaluation process.

- 5.08.4 For the portion of time not released for service to the Association, the normal evaluation and Merit increment processes in this Agreement shall apply. If a Staff Member is on full-time release for an academic year, their performance shall not be evaluated for that year. In lieu of Merit incrementation, the Staff Member has the option to receive an increase to their salary in an amount equivalent to the average of the previous 3 year's Merit increments or to proceed with the normal evaluation process.

- 5.08.5 Notwithstanding the sabbatical provisions under this Agreement, the years of service earned while President of the Association shall be counted towards sabbatical eligibility.

Use of University Premises for Association Business

- 5.09 The Employer agrees that the Association shall be entitled to use meeting rooms on the University premises for the conduct of Association business subject to availability and normal scheduling requirements, and at the internal prevailing rate.

- 5.10 Subject to University policies and procedures, the Association or Members on its behalf may post materials on University premises in order to transact official business of the Association.

- 5.11 To the extent office space on campus is vacant and available, as determined by the Employer, the Association shall be offered the opportunity to occupy such space for the conduct of Association business, and the terms of a lease agreement shall be negotiated between the parties.**

Article 6 [Vacant]

Article 7: Discipline [WHOLLY AGREED]

7.01 Initiation of actions under this Article 7 shall ~~by~~**be** guided **by** the principles set out in Appendix F.

Written complaints

7.02.1 Any person may make a written complaint to the Provost about alleged misconduct. The complainant shall provide a description of the act or omission.

7.02.2 The Provost 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 use of this Article 7 is inappropriate where there are other existing dispute resolution mechanisms in this Agreement.

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 either Level 1 or Level 2, as those terms are defined in Article 7.03.2(a) and (b), **and such assessment shall be completed within 10 days.**

7.03.2 (a) Level 1 shall mean misconduct attracting possible disciplinary action in the form of a written letter of reprimand. (It is understood that a written letter of expectation or warning are not disciplinary action.)

(b) Level 2 shall mean misconduct attracting possible disciplinary action in the form set out in 7.11.2.

7.03.3 If the alleged misconduct is assessed by the Provost as Level 1, the Provost may delegate to the Deputy Provost, a Vice-Provost, 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, Provost shall mean Provost or designee and for purposes of Level 2, Provost shall mean Provost or Deputy Provost.

Level 1 Misconduct

7.04.1 In the case of the alleged Level 1 misconduct the Provost may conduct an inquiry into the allegations of misconduct. 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 ~~two weeks~~ **15 days** of the date that the Provost is aware of the alleged misconduct, the complaint shall be considered abandoned.

- 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 ~~discipline of the kind referenced in Article 7.03.2 (a)~~ a letter of reprimand is warranted, ~~discipline of that kind may be issued. 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.
- 7.04.5 The decision to issue discipline in accordance with Article 7.04.3 shall be subject to ~~the grievance process~~ Arbitration pursuant to Article 7.15.1 .

Level 2 Misconduct

- 7.05.1 ~~On acceptance of a complaint wherein the Provost~~ Once the Provost has completed their preliminary assessment required in Article 7.03.1, and the assessment is Level 2, ~~assesses the severity of the alleged misconduct as Level 2,~~ the Provost shall prepare a Notice of Complaint and send it together with a copy of the complaint to the respondent and the Association within 10 days. ~~At the same time, the Provost shall advise the respondent of the availability of advice from the Association. In this Notice of Complaint, the Provost shall advise the respondent of their right to meet directly with the Provost to discuss the complaint.~~
- 7.05.2 The respondent, should they choose to be represented, shall only be represented by the Association at any meeting under this Article 7.
- ~~7.05.3 The purpose of the meeting referenced in Article 7.05.1 is to provide the respondent and the Association the opportunity to make representation to the Provost.~~

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; 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.

- 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 ~~The investigator may arrange to meet together with the respondent and the complainant to clarify information. Such a meeting is subject to mutual agreement of the respondent and the complainant.~~
- 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.
- 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** ~~The~~ Provost shall, in writing:

- a) dismiss the complaint; or
- b) discipline the respondent in accordance with Article 7.11.2 stating the effective date in which the discipline will be imposed. Such decision shall be binding subject to **grievance Arbitration** pursuant to Article **7-15-2 7.15.1**; or
- c) issue such other decision as may be agreed between the parties.

7.11.2 The discipline, subject to Article **7-15-2 7.15.1**, may include one or more of the following:

- a) a suspension with pay;
- b) a suspension without pay; or
- c) 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.

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 **30 days three (3) months** of receipt of the Provost's decision under **Articles 7.04.5 and Article 7.11.4, the respondent may request the Association to refer the matter to Step 3 of the grievance process, and** the Association may:

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

7.15.2 ~~Within 30 days of receiving a request by the respondent to do so, the Association shall inform the Provost in writing whether or not it wishes to refer the decision or discipline or both to the grievance process.~~

7.15.3 ~~The Article 14 (Grievance) process applies to the decision or discipline referred to grievance under this Article 7.~~

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

7.16.1 **Subject to Article 7.16.2**, the effective date of the discipline shall be determined by the Provost ~~unless the Association has decided to submit the matter to the grievance process except as may be amended by an Arbitrator.~~

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 ~~submit refer a suspension the matter to grievance~~ Arbitration, the effective date of the suspension shall be deferred pending, and subject to, the decision of the Arbitrator. ~~shall be determined pursuant to the findings of the grievance process or the decision of the arbitrator as the case may be. The Provost may impose an earlier date, which the Provost is empowered to do:~~

- ~~a) in cases involving suspension or dismissal, where health, safety or welfare of the University campus community is involved or the actions under review involve an immediate threat to the functioning of the University or;~~
- ~~b) in cases involving abandonment of employment.~~

~~Publicity resulting from discipline case-Confidentiality~~

7.17 ~~Notwithstanding Articles 7.16.2, 14, and 15, the Provost shall, in writing, advise all persons who are involved in proceedings~~ **Proceedings** under this Article 7 ~~of the requirement to maintain confidentiality. shall be restricted and private to persons involved.~~ When discipline is imposed, ~~details of such publicity~~ 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, publicity shall be restricted to that which is necessary to correct information which may have become known, upon request by the respondent and subsequent consultation with. When a resolution is reached in accordance with the procedures of this Article 7, both parties must agree before any publicity that refers to information provided in the process can be authorized. Prior to releasing any information beyond administrative officers of the University, the Provost shall consult with the Executive Director of the Association, the Provost shall issue a correction notice in writing. In the cases where discipline is not imposed, the Provost shall also consult with the respondent.~~

Non-disciplinary suspension

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.

Article 8: Leaves[WHOLLY AGREED]

8.01 Staff Members shall be eligible for the leaves set out in this Article 8 in accordance with the following table.

Leaves	Faculty	FSO	Librarians	ATS	TRAS	APO	FLAPS TLAPO
Assisted	yes	no	no	no	no	no	no
Political	yes	yes	yes	yes	yes	yes	yes
Discretionary	yes	yes	yes	yes	yes	yes	yes
Secondment	yes	yes	yes	yes	yes	yes	yes
Special Travel	yes	no	no	no	yes	no	no
Leaves as provided in the Employment Standards Code (“ESC”)	All Staff Members are eligible for ESC leaves in accordance with the terms of the statute. These leaves are described at https://www.alberta.ca/job-protected-leaves.aspx . Any entitlement to continued wages, financial assistance or top-up during such leave(s) is in accordance with, and subject to, the provisions of Article 8.						
Other Leaves as provided in the collective agreement	Provided in accordance with the applicable terms of the collective agreement.						

8.02 Leaves shall be awarded following application for leave to be made by the Staff Member and approved by the Department Chair/Supervisor.

8.03 Should leave be granted to a Staff Member during a probationary appointment or period, the term of the probationary appointment/period may be extended in accordance with the provisions of probationary Article of the applicable Schedule.

ASSISTED LEAVE

Purpose

8.04.1 The purpose of assisted leave is to help Staff Members pursue advanced graduate study, keeping in mind the specific needs of the University.

Availability of assisted leaves

8.04.2 The Provost may limit the number of assisted leaves that may be granted in an academic year.

Eligibility

8.04.3 A Staff Member is eligible to apply for assisted leave but normally the leave will not be granted to a Staff Member serving a probationary period.

Application for assisted leave

8.04.4 Application for assisted leave shall be made to the Department Chair/Supervisor who shall determine whether or not leave shall be granted. The Staff Member may appeal the decision of the Department Chair/Supervisor to the Dean/Supervisor's supervisor whose decision shall be final and binding.

Length of assisted leave

8.04.5 The normal length of assisted leave will be one year, but leave for 6 months may also be granted.

8.04.6 Assisted leave shall start on January 1 or July 1.

Financial assistance

8.04.7 The salary rate of a Staff Member on assisted leave shall be one-half of the salary rate to which the Staff Member is entitled on the date the leave starts. The salary paid shall be reduced by one half of the net amount of scholarships, bursaries or forgivable loans obtained by the Staff Member. Net amount means the total of such aid less any tuition and registration fees.

Conditions on assisted leave

8.04.8 The following conditions apply to assisted leave:

- a) a Staff Member may not be granted more than a total of one year's assisted leave during their employment as a Staff Member at the University;
- b) a Staff Member on assisted leave may not undertake paid work for any other employer without the written consent of the Provost or the Vice President; and
- c) a Staff Member shall give a written undertaking to return to University employment for at least two years as soon as practicable after completing the leave period, or to refund 1/24 of the financial assistance received from the University for each month of the two-year period that is not served.

8.04.9 If no other arrangements are made, repayment of the assisted leave financial assistance may be accomplished by deducting the amount due from the Staff Member's salary that would otherwise be payable.

POLITICAL LEAVE

Purpose

8.05.1 The purpose of political leave is to release Staff Members from duties during a period when they hold public office.

Eligibility

8.05.2 A Staff Member who decides to be a candidate in an election for public office and who would require leave from duties if elected shall be eligible for political leave.

Application

8.05.3 A Staff Member who is eligible for political leave shall apply to the Dean or Vice-President whose decision shall be final and binding, conditional on the Staff Member being elected.

Length of political Leave

8.05.4 The length of political leave of a Staff Member who has been granted such leave under Article 8.05.3 shall be:

- a) in the case of election to the Provincial Legislature, for the period of each year when the legislature is sitting or for the life of the Provincial Legislature, if the latter is requested by the Staff Member and approved by the Dean or Vice-President;
- b) in the case of election to the House of Commons, for the life of the Federal Parliament;
- c) in the case of appointment as a Minister of the Crown, for the term of office; and
- d) in the case of election to municipal/local government, for a period appropriate to the circumstances;

but in no case shall extend beyond the end of a Temporary Appointment.

Financial assistance

8.05.5 Political leave shall be without pay.

Return to service

8.05.6 When a term of office expires, the Staff Member shall inform the Dean or Vice-President and make arrangements for return to active service and full pay.

8.05.7 When an additional term of office is contemplated, the Staff Member shall reapply for leave.

MATERNITY LEAVE

8.06.0 For the purposes of Articles 8.06.1 to 8.06.7, "EI" shall mean Employment Insurance or Employment and Social Development Canada – Employment Insurance.

Purpose

8.06.1 Maternity Leave is to provide a Staff Member with leave for the purpose of bearing a child.

Length of Maternity Leave

8.06.2 A Staff Member shall be entitled to Maternity Leave in accordance with the Alberta Employment Standards Code and the provisions of this Article 8. In any case, the length of Maternity Leave shall not extend beyond the end date of a Temporary Appointment.

Application

8.06.3 A Staff Member who wishes to take Maternity Leave shall inform their Department Chair/Supervisor in writing as soon as possible, indicating the effective date of the leave.

Maternity Top Up Benefits Payments

8.06.4 Subject to Article 8.06.5, during Maternity Leave, the Staff Member shall be entitled to:

- a) for up to 15 weeks, 95% of regular weekly salary (less usual deductions, less the weekly EI Maternity Benefits payment). In no case shall the sum of the EI Maternity Benefits payment and the Top Up Benefits exceed 95% of regular salary.

- b) continued coverage in those benefit programs for which the Staff Member was covered immediately prior to the Maternity Leave.

8.06.5 A Staff Member shall provide documentary evidence to the University of entitlement to, and the amount of, EI Maternity Benefits. Such documentation shall be required to authorize release of Top Up payments under Article 8.06.4.

Coordination with Medical Leave

8.06.6 Notwithstanding the provisions of Article 8.06.2, a Staff Member whose physician certifies that, for medical reasons, the Staff Member should be absent from University duties for a period longer than the maximum allowable Maternity Leave, such additional leave shall be considered as Medical Leave under Article 9. Furthermore, if the Staff Member is eligible for additional EI Maternity Benefits, payments under Article 8.06.4 shall continue until the expiry of EI Maternity Benefits.

Designation as service

8.06.7 Maternity Leave shall be considered as service for purposes of Academic Faculty Members' sabbatical eligibility.

PARENTAL LEAVE

8.07.0 For the purposes of Articles 8.07.1 to 8.07.8, "EI" shall mean Employment Insurance or Employment and Social Development Canada – Employment Insurance.

Purpose

8.07.1 The purpose of Parental Leave is to provide childcare which is necessitated by the birth or adoption of a child.

Eligibility and length of parental leave

8.07.2 A Staff Member shall be eligible for Parental Leave in accordance with the Alberta Employment Standards Code, (as at January 1, 2019: 62 weeks), and the provisions of this Article 8. In any case, the length of Parental Leave shall not extend beyond the end date of a Temporary Appointment.

Application

8.07.3 A Staff Member who wishes to take Parental Leave shall inform the Department Chair/Supervisor in writing as soon as possible, indicating the effective date of the leave.

Parental Top Up Benefits Payments

8.07.4 Subject to Article 8.07.5, during Parental Leave, the Staff Member shall be entitled to:

- a) for up to 10 weeks, 95% of regular weekly salary (less usual deductions, less the weekly standard EI Parental Benefits payment). In no case shall the sum of the standard EI Parental Benefits payment and the payment from the Top Up Benefits exceed 95% of regular salary.
- b) for up to 10 weeks, continued coverage in those benefit programs for which the Staff Member was covered immediately prior to the Parental Leave.

8.07.5 Article 8.07.4 shall not apply to TLAPS Members, TRAS Members and ATS Members.

- 8.07.6 A Staff Member shall provide documentary evidence to the University of entitlement to, and the amount of, standard EI Parental Benefits. Such documentation shall be required to authorize release of Top Up payments under Article 8.07.4.

Conditions

- 8.07.7 Parental Leave shall be considered as service for purposes of Academic Faculty Members' sabbatical eligibility.
- 8.07.8 A Staff Member who has been granted Parental Leave shall give a written undertaking to the Department Chair/Supervisor either 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.

Secondments

- 8.09.1 A Staff Member may apply for, and the Department Chair/Supervisor may approve, the secondment of the Staff Member to another position within the University, i.e. an internal secondment, or with an external employer or agency.
- 8.09.2 The Staff Member may appeal the decision of the Department Chair/Supervisor to the Dean or Vice-President, as appropriate, whose decision shall be final and binding.
- 8.09.3 Prior to a secondment, a Staff Member shall be provided a Secondment Agreement clearly outlining the terms and conditions of the secondment.
- 8.09.4 The Secondment Agreement shall include information regarding:
- a) the duties and responsibilities of the position to which the Staff Member is being seconded;
 - b) the term of the secondment;
 - c) remuneration and benefits;
 - d) the performance review process;
 - e) the process by which the secondment may be terminated;
 - f) the status and position of the Staff Member on expiry of the secondment; and
 - g) any special conditions.
- 8.09.5 During the term of the Secondment Agreement, the Staff Member will continue to be a member of the Association and an employee of the University.

Special Travel Leave

- 8.10.1 In special cases, travel leave may be granted, upon application to the Staff Member's Department Chair/Supervisor, to assist Staff Members to complete the requirements for the degree of Ph.D. or its equivalent. An example of such leave is the case of a Staff Member who is required to defend a doctoral dissertation. This provision is for short periods, only. The Staff Member is required to make necessary arrangements with the Department Chair/Supervisor with regard to the period the Staff Member must be away from the campus.

- 8.10.2 The Staff Member shall sign an agreement undertaking to remain in the service of the University for 6 months following the travel leave. The amount to be repaid in default of other arrangements may be deducted from the Staff Member's salary entitlement.

Jury Duty

- 8.11 In the event a Staff Member is required for jury duty, the Staff Member shall suffer no loss of regular earnings, and any jury duty remuneration paid to the Staff Member shall be repaid to the Employer. The Employer may waive this repayment obligation.**

Article 9: Medical Leave [WHOLLY AGREED]

- 9.01 In this Article 9:
- a) "Medical Leave" includes leave for sickness, injury, short term disability, consultation with health care professionals and stays in hospitals or other institutions for prescribed medical care when such event prevents the Staff Member from performing the duties the Staff Member was performing immediately prior to the commencement of the sickness or injury;
 - b) "Medical Certificate" means a certificate signed by a qualified physician and submitted to the University's disability plan manager/adjudicator, verifying:
 - (i.) that a medical condition exists and, if a treatment plan has been recommended, that the Staff Member is participating, to the best of the qualified physician's knowledge;
 - (ii.) an anticipated date upon which the Staff Member is expected to be able to meet the full or modified responsibilities of their position; and
 - (iii.) any medical limitations or restrictions that impact the Staff Member's ability to meet the full or modified responsibilities of their position;
 - c) "Temporary Employee" means a full-time Staff Member on a Temporary Appointment less than 12 months in duration or part-time Staff Member on a Temporary Appointment of any duration; and
 - d) "Appropriate Officer" means the Dean, Department Chair or Supervisor as appropriate.
- 9.02 Subject to Article 9.04, Medical Leave for fewer than 20 days is a Department/Unit matter. The Staff Member shall inform the Appropriate Officer of the Medical Leave and provide an estimate of its duration. The Appropriate Officer may require the Staff Member to provide a Medical Certificate to the University's disability plan manager/adjudicator.
- 9.03 Subject to Article 9.04, if a Staff Member has been on Medical Leave and absent from duties for 20 days or if the Staff Member expects that the Medical Leave will result in an absence of more than 20 days, a Medical Certificate shall be filed with the University's disability plan manager/adjudicator.
- 9.04 For Temporary Employees, the timeframes referenced in Articles 9.02 and 9.03 shall be 10 days, not 20 days.

- 9.05 Subject to Article 9.13, Human Resource Services shall formally advise the Staff Member that they are on Medical Leave, with the effective date of the leave to be the date the Staff Member was first absent from duties as a result of the illness or injury.
- 9.06 Subject to Articles 9.07 – 9.16, an eligible Staff Member shall remain on full pay and benefits for the duration of the Medical Leave, provided the Staff Member has submitted a Medical Certificate, where required in accordance with Articles 9.02 or 9.03.
- 9.07 Temporary Employees shall remain on full pay and benefits for the duration of medical leave to a maximum of 10 days.
- 9.08 A Staff Member is eligible for Medical Leave under this Article 9 for no longer than 26 weeks in aggregate, which need not be continuous, for each sickness or injury, and in any case, not to extend beyond the expiration of a fixed-term appointment. A new Medical Leave is deemed to have occurred if there has been a period of at least 26 consecutive weeks of service following a previously authorized Medical Leave.
- 9.09 A Staff Member has an obligation to cooperate with the University and the University's disability plan manager/adjudicator through their recovery, rehabilitation and return to work in accordance with established processes and is required to participate in medically approved rehabilitation/RTW plans.
- 9.10 If the Medical Leave is expected to exceed 26 weeks, in aggregate, Staff Members who are eligible for disability benefits pursuant to Article 20.02.1 shall apply. If the Staff Member's application is approved, the Staff Member shall be placed on disability leave. If the application is not approved, the Staff Member shall be advised of the appeal process and placed on Medical Leave without pay or return to regular or temporarily modified responsibilities dependent on their medically confirmed fitness for work.
- 9.11 Notwithstanding Article 9.10, in the event the Staff Member has appealed the denial of disability benefits, pending the appeal outcome, the Staff Member shall receive salary at the same rate as disability benefits ("DL Bridge Salary"), commencing on the first day following the 26 week Medical Leave, provided:
- a) the Staff Member applies for disability benefits no later than 4 weeks prior to the expiry of the Medical Leave; and;
 - b) DL Bridge Salary shall cease no later than 8 weeks after Medical Leave has expired, unless disability benefits are approved on appeal, in which case, the DL Bridge Salary paid shall be allocated against disability benefits; and
 - c) in the event disability benefits are not approved on appeal, the Staff Member shall be required to repay to the University all DL Bridge Salary received. Amounts owing may be recovered in accordance with Article 16 (Indebtedness).
- 9.12 Absence due to Medical Leave shall be considered service for determining eligibility for a sabbatical leave or professional leave, for Staff Members so eligible, but absence on disability leave shall not be so considered.
- 9.13 If, following review of the Medical Certificate, there is doubt about the medical capability of the Staff Member to perform their regular University responsibilities, after consultation with the Association and the Provost or the Vice President (or their respective designates), the Staff Member may be required to be examined by a qualified medical specialist selected by the University's disability plan manager/adjudicator.

- 9.14 If a medical examination is required under Article 9.13, the Staff Member shall authorize the release of any relevant medical records to the qualified medical specialist selected from any previous medical examinations should the medical specialist so request.
- 9.15 Following examination of the Staff Member, the qualified medical specialist shall submit a report to the University's disability plan manager/adjudicator and the Staff Member shall so authorize that release.
- 9.16 Upon receipt of the report of the qualified medical specialist, the University's disability plan manager/adjudicator shall make a recommendation for a course of action and the Employer shall take appropriate action including, but not restricted to, the following:
- a) placing the Staff Member on Medical Leave;
 - b) requiring the Staff Member to continue on Medical Leave;
 - c) requiring the Staff Member to perform regular University responsibilities;
 - d) requiring the Staff Member to apply for disability benefits (provided the Staff Member is eligible for disability benefits);
 - e) requiring the Staff Member to participate in any treatment program prescribed by the qualified medical specialist.

Article 10: Staff Member Information and Personal Files [WHOLLY AGREED]

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 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.

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 11: Copyright and Patent [WHOLLY AGREED]

Copyright

- 11.01 Pursuant to the PSLA, unless otherwise agreed to by the University, the ownership of any work, information or material, regardless of form, including any copyright acquired or produced by an employee of the University that results from or is connected with the employee's duties or employment, vests in the University and may be made available to the public under conditions, on payment of fees or royalties, as the University may determine.
- 11.02 The University hereby agrees that a Staff Member who creates a Work resulting from or connected with the Staff Member's duties or employment owns copyright in the Work.
- 11.03 Notwithstanding Article 11.02, the University will own or have interest in certain Works, as described in Appendix B.
- 11.04 Appendix B contains the detailed terms regarding Works created by a Staff Member.

Patents

- 11.05 A discovery or invention made by a Staff Member which has patent possibilities may be patented in accordance with the University Patent Policy (Appendix C) either through individual application or through the University.
- 11.06 The provisions of the University Patent Policy shall apply to the sharing of revenues earned from a patent and to other questions arising from an application by the Staff Member.

Article 12: Workload [Wholly Agreed]

- 12.01 The workload of each Staff Member shall be assigned in a manner that is fair, reasonable, non-arbitrary, and equitable, and that enables the Staff Member to maintain a healthy work/life balance.
- 12.02 Any Staff Member who does not believe that their assigned workload supports a healthy work/life balance shall have recourse to the Department Chair/Supervisor's supervisor for an adjustment of workload, whose decision shall be final and binding.
- 12.03 Where the Employer intends to implement comprehensive change to teaching workloads across a faculty, the Employer shall consult with the Association.**

Equipment

- 12.03 Staff Members shall be provided appropriate workspace, and equipment, such as computers and reasonable access to support services, necessary to the discharge of responsibilities.

Article 13: ~~Occupational~~ Health and Safety [WHOLLY AGREED]

Occupational Health and Safety

- 13.01 The Employer shall at all times take every precaution reasonable in the circumstances for the protection of employees, including but not limited to compliance with all provisions of the *Occupational Health and Safety Act*, any Code or Regulations under that Act, and any successor legislation.
- 13.02 The Employer shall take all steps reasonable in the circumstances to ensure that employees in the workplace, whether covered by this Agreement or not, and whether they are employees of the Board or not, are aware of their responsibilities and duties under the *Occupational Health and Safety Act*, any Code or Regulations under that Act, and any successor legislation.

Right to Refuse Work

- 13.03 A Staff Member has a right to refuse to perform particular work if they have reasonable grounds to believe that the performance of that work would expose them to danger to their health, safety or physical well-being, or would expose another person to a similar danger.

Rights and Obligations regarding Health & Safety, Harassment and Violence

13.04.1 In accordance with the Occupational Health and Safety Act, the Employer shall ensure, as far as reasonably practicable:

- a) **the health and safety and welfare of Staff Members;**
- b) **that Staff Members are aware of their rights, duties and obligations under the Act and are aware of any health and safety issues arising from the work conducted at the workplace.**

13.04.2 All Staff Members have the right to a violence and harassment-free workplace. Equally, they have the responsibility to refrain from causing or participating in workplace or sexual harassment or violence.

Article 14: Grievance [WHOLLY AGREED]

- 14.01 A grievance is defined as an allegation or complaint that there has been a violation, improper application or interpretation of the terms of this Agreement.
- 14.02 Disputes for which there are specific dispute resolution mechanisms provided in this Agreement (for instance, University responsibilities, appeal of supplementary professional activity, unacceptable academic performance, appeal of decisions of FEC, discipline decisions, timing of vacations, shall be resolved by those mechanisms and not by the grievance procedures of this Article 14.
- ~~14.03 A grievance shall be presented within 6 months of the date on which the action or omission being grieved occurred, or within 6 months of the date on which the grieving party should reasonably have learned that the action or omission had occurred.~~

Step 1 (Request for Meeting)

- 14.03** If a dispute arises between the Employer and the Association regarding the Employer's alleged violation, improper application or interpretation of the terms of this Agreement, the Association shall first seek to settle the dispute through discussion with the Employer as follows:
- 14.03.1** A Request for Meeting shall be presented to the administrative officer (which may include a Department Chair) responsible for the act or omission alleged to be a violation, improper application or interpretation of the terms of this Agreement no later than three (3) months from the date of the alleged act or omission.
- 14.03.1.1** The time limit pursuant to Article 14.03.1 is directory and any default may be remedied by an Arbitrator except where there has been prejudice to the Employer.
- 14.03.2** Such a meeting shall take place within 15 days of the Request for Meeting.
- 14.03.3** The Employer shall deliver a decision in writing to the Association within 15 days of the meeting.

Step 2 (Grievance)

- 14.04** If the dispute is not resolved to the satisfaction of the Association, the Association shall have sole authority to determine whether to advance the dispute to Step 2 (Grievance), and if it determines to do so, shall advance the dispute within 15 days of the decision being issued in accordance with 14.03.3.
- ~~**14.04** Before the Association presents a formal grievance, a representative of the Association shall meet with the administrative officer responsible for the act or omission alleged to be a violation, improper application or interpretation of the terms of this Agreement.~~
- ~~**14.05** Such a meeting shall take place within 15 days of the request for the meeting. If the meeting does not take place within that time, or within a later date mutually agreed upon, the Association may proceed to submit a formal grievance in accordance with Articles 14.11 and 14.12.~~
- ~~**14.06** The administrative officer shall deliver a decision in writing to the Association within 15 days of the meeting.~~
- ~~**14.07** If the issue is not resolved by the decision, the Association may proceed to submit a formal grievance in accordance with Articles 14.11 and 14.12.~~
- ~~**14.08** If the matter is not resolved, the Association shall have sole authority to determine whether to submit a formal grievance.~~
- 14.09** The decision of the Association to submit a grievance or not ~~to submit a grievance~~ is final.
- 14.10** A **formal** grievance may be submitted:
- a) by the Association;
 - b) by the Association on behalf of an individual Staff Member;
 - c) by the Association on behalf of a group of Staff Members; or
 - d) by the Board.

14.10.1 A grievance submitted by the Association shall be filed with the applicable Dean / senior administrator (or if the administrative officer referenced in Article ~~14.04~~ **14.03.1** is the Dean / senior administrator, then with the Provost / Vice-President), with a copy to the Vice-Provost & Associate Vice President (Human Resources). **A Department Chair shall never be the recipient of a grievance filed by the Association.** A grievance submitted by the Board shall be filed with the Executive Director of the Association.

14.11 In submitting a **formal** grievance, the Association or Board, as the case may be, shall:

- a) state the grievance in writing;
- b) refer to the Article or clause in the Agreement which is alleged to have been violated or improperly applied, or for which the parties have conflicting interpretations;
- c) summarize the facts giving rise to the dispute; and
- d) state the relief or remedy sought.

~~14.12 A grievance submitted by the Association shall be filed with the applicable Dean / senior administrator (or if the administrative officer referenced in Article 14.04 is the Dean / senior administrator, then with the Provost / Vice-President), with a copy to the Vice-Provost & Associate Vice President (Human Resources). A grievance submitted by the Board shall be filed with the Executive Director of the Association.~~

14.13 The recipient of the grievance shall **arrange for:**

- ~~a) an investigation of the matter; and~~
- ~~b) the submission of a written report~~ **deliver a decision in writing** to the Association or the Board, as the case may be, within 15 days of the date **of filing of the grievance and the decision shall include a recommendation for resolution of the dispute.**

~~14.14 The report shall include a recommendation for resolution of the dispute.~~

~~14.15 The grieving party may accept the proposed resolution as satisfactory or, within 15 days, request a meeting with the Provost (or appropriate Vice-President) or President of the Association as the case may be, to attempt resolution of the dispute.~~

~~14.16 The parties shall meet within 10 days to attempt resolution of the dispute.~~

14.17 If the grievance ~~remains unresolved~~ is not resolved to the satisfaction of ~~after forty days following the date it is filed,~~ the grieving party ~~may refer the matter to arbitration in accordance with the procedures of Article 15,~~ the grievance may be advanced to Step 3, in accordance with Article 14.16.1.

Step 3 (Arbitration)

14.16.1 The grieving party wishing to refer a grievance to Arbitration shall, within three (3) months of the receipt of the decision at Step 2 of the grievance procedure notify the other party in writing of its intention to refer the matter to Arbitration in accordance with Article 15.

14.18 All dates and times in this Article 14 may be varied by the mutual written consent of the parties, **which shall not be unreasonably withheld. Any timeline variations shall automatically extend all subsequent deadlines accordingly.**

- 14.19 Failure of the Association or the Board to act within the time periods required by this Article 14 or as altered by Article 14.18 may, within 5 days of such failure, be drawn to the attention of the party failing to act. If the party failing to act does not respond within 10 days, the failure to act shall indicate acceptance of the proposed resolution, or the other party may choose to refer the matter to arbitration in accordance with the procedures of Article 15.

Article 15: Arbitration [WHOLLY AGREED]

Scope and authority

- 15.01 The procedures in this Article 15 shall apply to matters referred to arbitration in this Agreement.

Appointment of arbitrator

- 15.02.1 A matter referred to arbitration under this Article 15 shall be heard by a single arbitrator except for those matters where the Board and the Association agree, in referring a matter to arbitration, to a three-person arbitration board. Hereinafter all references to arbitrator shall be deemed to include an arbitration board.
- 15.02.2 In the case of a single arbitrator, the arbitrator shall be appointed by agreement of the parties.
- 15.02.3 In the case of a three-person arbitration board, each party shall select its nominee to the binding arbitration board and the two nominees shall select the chair of the binding arbitration board.
- 15.02.4 Should there be no agreement pursuant to Articles 15.02.1, 15.02.2 and/or 15.02.3, either party may apply to the Chair of the Alberta Labour Relations Board, or designate, for the appointment of the arbitrator/chair in accordance with the procedures and the fee schedule established by Alberta Labour.

Authority of the arbitrator

- 15.03.1 The arbitrator shall have authority to hear the case, to receive and to examine evidence, to administer oaths and to compel attendance of witnesses and production of documents.
- 15.03.2 An arbitrator who, before or during arbitration, becomes aware of circumstances that may give rise to a reasonable apprehension of bias shall disclose the circumstances to the parties.
- 15.03.3 The arbitrator may rule on questions of law and of jurisdiction that arise before or during arbitration and may rule on any objection that is raised during arbitration.

Decisions of the arbitrator

- 15.04.1 The arbitrator shall hear and determine the dispute and issue a decision which shall be final and binding.
- 15.04.2 Where a matter is heard by an arbitration board, the decision of the majority shall be the decision of the arbitration board; if no majority exists, the decision of the person chairing the board shall be the decision of the board.

Voluntary Binding Interest Arbitration

- 15.05.1 The Board and the Association may agree in writing to refer unresolved collective bargaining issues to a three-member binding arbitration board.
- 15.05.2 The binding arbitration board shall establish its own rules of procedure.
- 15.05.3 The award of the binding arbitration board is binding on the parties and on the members of the Association and shall be included in the terms of the Agreement.

Timing of arbitration

- 15.06.1 As soon as the arbitrator has been appointed, the arbitrator shall proceed to appoint a time and place for hearing the matter.
- 15.06.2 The arbitrator shall attempt to complete the hearing within 30 days of appointment but shall give the parties not less than 10 days notice of the time and place of the hearing.
- 15.06.3 The arbitrator shall furnish to the parties a written decision as soon after the conclusion of the hearings as possible.

Procedures of arbitration

- 15.07.1 Except as required by this Agreement, the arbitrator shall determine procedures for the arbitration.
- 15.07.2 The hearings before the arbitrator shall be in private.
- 15.07.3 The onus in cases of discipline shall be upon the representatives of the Board to establish, on the balance of probabilities, that the decision reached was appropriate under the circumstances.
- 15.07.4 An arbitrator may require that, prior to the hearing, the parties submit written statements of the facts supporting their position, the points at issue, and the relief sought.
- 15.07.5 Subject to the arbitrator's discretion in ruling on the admissibility and relevance of evidence, the parties may submit, with their statements, the documents they consider relevant or may refer to the documents or the evidence they intend to submit.
- 15.07.6 The parties may amend or supplement their statement during arbitration but the arbitrator may not accept such material:
 - a) if it is the opinion of the arbitrator that, with the exercise of reasonable diligence, the party seeking to amend or supplement their statement could have presented it to the arbitrator at an earlier time; or
 - b) if acceptance of the material would unduly prejudice the other party.
- 15.07.7 The parties may present their cases orally with the permission of the arbitrator.
- 15.07.8 The arbitrator is not bound by the laws of evidence and the procedures of court nor is the arbitrator required to have witnesses sworn and, not so as to restrict the generality of the foregoing, the arbitrator may, in the arbitrator's discretion and after the arbitrator is satisfied that

it is not reasonably practical to have the witness give evidence in person, accept as evidence a statutory declaration from that witness.

- 15.07.9 The arbitrator shall have the right to call witnesses and procure materials in addition to the witnesses called or the materials submitted by the parties.

Costs of arbitration

- 15.08.1 The Board and the Association shall share equally the fees and expenses of the arbitrator.

- 15.08.2 Each party shall bear its own costs of presentation to the arbitrator.

- 15.08.3 In the event of a three-person arbitration Board, each party shall bear the costs of their own nominee.**

Enforcement of award

- 15.09 Either party shall be entitled to make application to an appropriate court for enforcement of a decision made under this Agreement.

Article 16: Indebtedness to the University [WHOLLY AGREED]

- 16.01 A Staff Member may, from time to time, be under a financial obligation to the Board. Without restricting the generality of the foregoing, examples of such obligations may include travel advances not used or returned, unauthorized personal expenditures on University credit cards, and over expenditures on University accounts for which the Staff Member has signing authority.

- 16.02 The Board shall notify the Staff Member of such obligation by formal notice sent to the Staff Member.

- 16.03 If the Staff Member does not respond within 30 days to make arrangements to discharge the obligation, the Board may deduct the amount owing from the salary due and payable to the Staff Member.

- 16.04 Notwithstanding 16.03, the Board shall extend the timeline of 30 days when the Board was the cause of the indebtedness due to their error.**

Article 17: Resignation [WHOLLY AGREED]

- 17.01 A Staff Member intending to resign shall submit a formal letter of resignation to the Staff Member's Supervisor/Dean, with as much notice as possible before the effective date of resignation.

- 17.02 The normal date of resignation shall be the end of the academic year or term.

Article 18: Retirement [WHOLLY AGREED]

- 18.01 For the purpose of this Agreement, "retirement" shall be the date the Staff Member retires following the attainment of age 55 and "normal date of retirement" shall be the June 30 coincident with, or following, the attainment of age 65.
- 18.02 A Staff Member shall provide as much notice as possible, in writing, of their intent to retire. Written notice is irrevocable following the date that is 6 months preceding the date of retirement.
- 18.03 In accordance with the provisions of the Universities Academic Pension Plan (UAPP) in effect at the date of retirement, and in accordance with the Income Tax Act and regulations therein as promulgated from time to time, a participating Staff Member must commence the receipt of monthly pension benefits no later than the December coincident with, or following the attainment of, age 69. At such time, the Staff Member shall be eligible to continue employment under this Agreement on a full-time basis and membership in the UAPP (or successor plan) ceases.
- 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.

Phased Retirement Periods

- 18.05.1 A Staff Member shall be entitled to either a phased pre-retirement period of employment or a phased post-retirement period of employment, provided the appropriate notice periods are complied with. A Staff Member who has not provided the appropriate notices may be eligible for phased retirement but the decision of such eligibility shall be made by their Supervisor **or Department Chair as applicable (and in the case of Academic Faculty Members, the Department Chair)**.
- 18.05.2 At least 3 months prior to completing arrangements for a phased retirement period, the Supervisor **or Department Chair as applicable (and in the case of Academic Faculty Members, the Department Chair) after consultation with the Staff Member** shall provide in writing to the Staff Member the assignment of duties required under the part time status and they shall agree in writing on the expectations of the Staff Member in duties expected but not directly assigned. **An Academic Faculty Member A Staff Member** shall not normally accept responsibility as supervisor for new graduate students during this period and normally shall limit application for research grants and contracts to those that can be completed in the phased retirement period.

Phased Pre-Retirement Period

- 18.06.1 For the purposes of this Agreement, "phased pre-retirement period" is defined as a period of leave without pay from a portion of duties, immediately preceding retirement.
- 18.06.2 A Staff Member shall be entitled to a phased pre-retirement period, providing at least 6 months written notice to their Supervisor **or Department Chair as applicable (and in the case of Academic Faculty Members, the Department Chair)** of the commencement date of the

phased pre-retirement period. The Staff Member shall agree to retire immediately upon completion of the phased pre-retirement period.

18.06.3 The phased pre-retirement period shall consist of one of the following sets of conditions:

Options	Phased Pre-Retirement Basis	Maximum Period of Phased Pre-Retirement	Basis of salary	Irrevocable Written Notice of Intent to Retire shall be received
1	Leave without pay from 50% of duties	2 years	1/2 pay	6 months plus 2 years prior to date of retirement
2	Leave without pay from 66 2/3% of duties	3 years	1/3 pay	6 months plus 3 years prior to date of retirement

18.06.4 During the phased pre-retirement leave period, the Staff Member shall be eligible to participate in the Benefit Programs in accordance with Appendix E.

18.06.5 Subject to the provisions of the Universities Academic Pension Plan, a Staff Member participating in the UAPP may choose to establish the phased pre-retirement period as pensionable service under that Plan and, if so, the Board and the Staff Member shall continue to make the appropriate contributions calculated on the salary rate prior to having been reduced in accordance with Article 18.06.3.

Phased Post-Retirement Period

18.07.1 For the purposes of this Agreement, “phased post-retirement period” is defined as a period of re-employment immediately following retirement.

18.07.2 A Staff Member shall be entitled to a phased post-retirement period if the Staff Member has not taken a phased pre-retirement period and by providing as much notice as possible (18 months is highly recommended).

18.07.3 The phased post-retirement period shall consist of one of the following sets of conditions:

Options	Phased Post-Retirement Basis	Maximum Period of Phased Post-Retirement	Basis of salary	Irrevocable Written Notice of Intent to retire shall be received
1	50% of full-time duties	2 years	1/2 pay	As much notice as possible (18 months highly recommended)
2	33 1/3% of full-time duties	3 years	1/3 pay	

18.07.4 During the phased post-retirement period, the Staff Member shall be eligible to participate in the Benefits Programs in accordance with Appendix E.

18.08 Articles ~~18.04~~18.05 -18.07 only apply with respect to Academic Faculty Members **and**, FSO Members, **and where an application is approved, to Librarians and APO Members with a Continuing Appointment**. A Librarian or an APO Member with a Continuing Appointment may

submit an application for phased pre or post retirement to the Chief Librarian or Supervisor, as the case may be **and - The the Chief Librarian/Supervisor** may approve or reject the application, or the **Chief Librarian/Supervisor** and Staff Member may agree on a modified arrangement.

18.09 Once an Academic Faculty, FSO, Librarian or APO Member is in a phased post-retirement period, they shall not be required to submit an annual report/PREPD.

Article 19: Severance [WHOLLY AGREED]

19.02 The calculation for severance payments shall be based on complete years of service, prorated for partial years of service based on completed months; **and for probationary periods, shall be an all-in maximum of 12 months' salary.**

19.01 In calculating severance payments, the length of service shall include:

- a) all continuous employment under any of the categories of employee in accordance with Article 1.27, including service during any secondments, statutory leaves and paid leaves; and
- b) continuous service as an employee under the Non-Academic Staff Association ("NASA") agreement provided there is no break in employment between the service accumulated under this Agreement and the NASA agreement.

19.02 The calculation for severance payments shall be based on complete years of service, prorated for partial years of service based on completed months; **and for probationary periods, shall be an all-in maximum of 12 months' salary.**

Article 20: Salaries and Benefits

Salaries and Salary Adjustment

20.01.1 Schedules A-G, as applicable, contain the salary scales for all Staff Members.

20.01.2 Salaries shall be paid monthly in arrears.

20.01.3 The Employer may adjust a Staff Member's salary, upon hire or following hire, for various reasons which include, but are not limited to, recruitment and/or retention.

20.01.4 The aggregate annual amount of new salary adjustments for the purposes of recruitment and/or retention may not exceed \$800k. In the event the Employer wishes to exceed this amount, it will obtain AASUA's agreement, which shall not be unreasonably withheld.

20.01.5 Salary adjustments that are not captured within the \$800k would include responsibility pay, additional teaching, administrative stipends, CRC stipends, Clinical in-lieu payments, and Supplemental Professional Activity payments (third party flow through).

20.01.6 The Employer will provide AASUA with a report by June 1 for the last fiscal year, detailing the aggregate amount spent for the purposes of recruitment and/or retention and the total number of adjustments.

Supplementary Health, Dental and Ancillary Benefits

- 20.02.1 Subject to Articles 20.07.1 - 20.07.8, eligible Staff Members are entitled to participate in the benefits plans and programs ("Benefits Programs"), set out in accordance with Schedules A-G, as applicable.
- 20.02.2 Benefit Programs as negotiated from time to time in accordance with Article 2, shall be administered with the advice and decisions of the Academic Benefits Management Committee. (The detailed authority of the Committee is described in Appendix C).
- 20.02.3 A Benefits Guide shall be published from time to time to provide detailed information about these programs. The Guide shall be approved by the Academic Benefits Management Committee, and made available to each Staff Member.
- 20.02.4 In the case of insured benefit programs, details of such are subject to the contracts between the Board and the carrier; however, the Association shall be consulted on such contracts and changes thereto and on changes of carriers. A copy of all insurance contracts and benefit policies shall be provided to the Association upon request.

Statutory Benefits

- 20.03 When the Board, in accordance with federal and provincial statutes, provides statutory benefits that require contributions from Staff Members, these contributions shall be deducted through payroll deduction.

Universities Academic Pension Plan (UAPP) and Academic Supplementary Retirement Plan (ASRP)

- 20.04.1 Eligible Staff Members shall participate in the UAPP in accordance with Schedules A-G, as applicable. The Board and the eligible Staff Members shall contribute to UAPP, the latter through payroll deduction, as required by the UAPP Sponsorship and Trust Agreement. The level of benefits and contributory rates under the UAPP are determined in accordance with the Sponsorship and Trust Agreement.
- 20.04.2 The Academic Supplementary Retirement Plan (ASRP), a defined contribution plan, became effective July 1, 2009. It provides additional employer funded retirement income for eligible Staff Members who are members of the UAPP and have annual UAPP pensionable earnings that exceed the maximum salary covered by the UAPP..

Alberta Health Care Insurance (AHC)

- 20.05.1 Each Staff Member shall participate in the University group of AHC; the Board shall pay the premium cost for both the Staff Member and the Board.
- 20.05.2 Notwithstanding Article 20.04.1, if not restricted by law, the proportion of premiums paid to AHC as between the Staff Member and the Board may be negotiated under Article 2.

Vacation

- 20.06.1 Each Staff Member shall be entitled to annual vacation entitlement in accordance with Schedules A-G, as applicable.
- 20.06.2 The Supervisor (Department Chair for Academic Faculty Members or Trustholder for TRAS Members) shall approve the time of vacation. Disputes concerning vacation time shall be referred to the Supervisor's supervisor (the Dean for Academic Faculty Members) for resolution, whose decision shall be final and binding.
- 20.06.3 Vacation is earned while on paid leave, with the vacation earned proportional to the length of the leave.
- 20.06.4 No vacation shall be earned during:
- a) leave without pay;
 - b) disability leave; or
 - c) that portion of leave with partial pay for which no salary is paid.
- 20.06.5 Salary in lieu of vacation shall not be paid.

Eligibility for Supplementary Health, Dental and Ancillary Benefits

- 20.07.1 A Staff Member who has reached the age of 65 shall not be eligible for disability benefits, with the exception of Academic Faculty Members, who shall not be eligible for disability benefits at the next June 30 following age 65, and shall be required to coordinate benefits with benefits provided by governments.
- 20.07.2 An eligible Staff Member who has been granted leave with full pay, Maternity Leave, Parental Leave, or who is on sabbatical/professional leave shall remain eligible for full participation in the Benefits Programs.
- 20.07.3 An eligible Staff Member who has been granted leave without pay or with partial pay may remain eligible to participate under the Benefits Programs provided that the Staff Member makes arrangements to pay all or part of the Board's portion of the premium. A Staff Member eligible to participate in the Disability Benefits Program must participate in that program and must pay the premiums unless the Staff Member signs a waiver of benefits for any disability incurred during the leave.
- 20.07.4 An eligible Staff Member who is on leave with partial pay shall be entitled to Medical Leave benefits (at the percentage of pay provided while on leave). If disability benefits are granted under Article 20.02.1, and the Staff Member has complied with the requirement of Article 20.07.3, the disability leave regulations shall apply based on nominal rates of pay.
- 20.07.5 An eligible Staff Member who requires Medical Leave while on sabbatical shall be governed by the provisions of Appendix E to Schedule A. An eligible Staff Member who is on professional leave and who requires Medical Leave of greater than 4 weeks shall be entitled to full salary.
- 20.07.6 An eligible Staff Member who is on Assisted Leave shall remain eligible for full participation in the Benefits Programs except Professional Expense Program and Tuition Remission Program.
- 20.07.7 An eligible Staff Member who is on disability leave is eligible for full participation in the Benefits Programs except Professional Expense Program.

- 20.07.8 An eligible Staff Member who is granted leave under Articles 20.07.2, 20.07.3, 20.07.6 and 20.07.7 does not accrue vacation for the period of leave.

Article 21: General Liability Insurance [WHOLLY AGREED]

- 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*).

Article 22: Death in Service [WHOLLY AGREED]

- 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 Services.

NEW Article 23: Employment Equity [WHOLLY AGREED]

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 groups such as women, members of visible minority groups, Indigenous peoples, persons with disabilities, and LGBTQ2S+ people.**
- 23.01.2 Consistent with the University's Strategic Plan for Equity, Diversity and Inclusivity, (Strategic Plan for EDI) the Employer commits to proactively identifying and implementing existent best practices in ensuring an inclusive environment, fairness and equity in the career progression of Staff Members and to developing instruments and methods for assessing demographic characteristics of the University. In keeping with the principles associated with equity, a particular focus will be on legally identified Federally Designated Groups and under represented groups.**

23.01.3 The Employer commits to identify and eliminate or modify employment policies, practices and systemic trends or behaviors, which have unfavorable effects on the career progression of Staff Members with a special commitment and consideration given to the relevant legally identified Federally Designated Groups, and persons historically underrepresented.

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 Violence Policy and Procedures, and the Recruitment Policy.

Accountability

23.03.1 It is the responsibility of the Employer to enact policies that reflect the principles of EDI.

23.03.2 The Employer commits to the development and promotion of training on proactive EDI principles and practices, bias-awareness, cultural sensitivity, and discrimination, harassment, bullying, and racism.

Reporting

23.05.1 The Employer shall periodically, but not less frequently than every two years, collect information and provide reports to the Association regarding the demographic characteristics of the Staff Members based on available data, provided such disclosure is permitted by legislation pertaining to information access, and protection of privacy at the time of data collection.

Achieving Equity, Diversity, and Inclusion in the Workforce

23.06.1 The Employer commits to equal opportunity in career progression, and to creating an environment where personal and/or cultural characteristics should not bias appointment or evaluative decisions in peer review processes pertaining to awards or career progression. This does not preclude the Employer's ability to recruit and promote specifically to improve equity and diversity.

23.06.2 In collaboration with the Association, the Employer commits to building a diverse workforce and supporting the implementation of EDI principles in teaching, research, and service.

Equity in the Value and Evaluation of Scholarship, Research, and Innovation

23.07.1 (a) The Employer supports all areas of research and scholarship and encourages development of fair and equitable evaluation criteria relevant to each area of research or scholarship and that embraces a diversity of scholarly approaches and outputs.

(b) The Employer supports the establishment, and regular review, of evaluative criteria that each:

- i. reflect the value of diverse approaches to research;
- ii. respect processes, methodologies, outputs, and diverse experiences and contributions to teaching and learning, service and community engagement;

related to, and reflective of, the epistemological and cultural relevance of such approaches.

Institutional Advisory and Oversight Committee on EDI

23.08.1 The Employer shall ensure a committee is established and maintained with the purpose of identifying EDI issues and recommending and implementing actions as they relate to enhancing EDI across the entire university community. The committee shall be chaired by the Provost or delegate. The membership will be as broad and inclusive as possible of the diversity of the university community, and the Association shall have at least three representatives on this committee. This committee shall meet at least once in each of the Fall and Winter terms.

Appendix A: Economic Agreement

To be amended subject to parties' ratification of Mediator's Report

Term of Contract

1.

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 ~~'old'~~ the language of the **2018-2020 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.

Across-The-Board (ATB) Increases

2.

Merit Increments

3. **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. Vacant
5. Vacant
6. Vacant

Salary Adjustment Fund.

6.1 The parties agree that:

- i. The Employer may adjust a Staff Member's salary, upon hire or following hire, for various reasons which include, but are not limited to, recruitment and/or retention
- ii. The aggregate annual amount of new salary adjustments for the purposes of recruitment and/or retention may not exceed \$800K. In the event the Employer wishes to exceed this amount, it will obtain AASUA's agreement, which shall not be unreasonably withheld.
- iii. The Employer will provide AASUA with a report by June 1 for the last fiscal year, detailing the aggregate amount spent for the purposes of recruitment and/or retention and the total number of adjustments
- iv. Salary adjustments that are not captured within the \$800K would include responsibility pay, additional teaching, admin stipends, CRC stipends, Clinical in-lieu payments, Supplemental Professional Activity payments (third party flow through).

Appendix B: Copyright Regulations (2016)[WHOLLY AGREED]

[Refer to applicable Schedule]

Appendix C: Patent Policy [WHOLLY AGREED]

Overview

The broad mandate of the University of Alberta is to create, preserve and disseminate knowledge for the benefit of all Canadians. The creation of knowledge results from bringing together the intellectual and creative resources of the faculty, researchers, students, staff and other members of the University Community.

Those who are part of the University community are the beneficiaries of public resources and share in the commitment of the University to effectively disseminate this knowledge to society.

As such, the transfer and **Commercialization** of new **Patentable Intellectual Property** (PIP) is important. The efficient protection, commercialization and capitalization of PIP are important elements in maintaining the University's reputation as a leading centre of research and in the University's ability to attract the brightest and the best minds.

The successful commercialization of PIP must be the result of effective collaboration between the University and the **Inventors** or creators in a partnership that draws on and recognizes the unique contributions that each party makes to the process.

This policy is therefore intended to encourage, but not compel, Inventors to patent PIP and to provide a mechanism for the transfer and commercialization of the PIP that rewards the Inventor and protects the rights of the University.

Purpose

- i. Identify the University of Alberta's commitment to ensuring that PIP that is intended to be exploited shall be disclosed to the University in a timely manner.
- ii. Identify University of Alberta policy on the ownership, responsibility for Commercialization, and division of **Net Revenue** generated by the PIP.

POLICY

Compliance with University policy extends to all members of the University community.

1. Application

This policy shall apply to all PIP created by all members of the University within their areas of research at the University, including faculty, researchers, staff and students whether registered for credit or not.

2. PIP Created at the University

There shall be a rebuttable presumption that when PIP has been created by members of the University community and within their area of research, it was created at the University even though some or all of the activity may have actually taken place elsewhere, unless there is a specific written agreement with the University to the contrary.

3. Ownership

Ownership of PIP created at the University shall reside with the person or persons who created it, unless there is a specific written agreement with the University to the contrary.

4. Timely Disclosure and Availability

Full and timely disclosure of PIP to the University must occur at, or prior to, the point that the Inventor expresses an intent to explore Commercialization or pursues any activity to patent.

5. Commercialization

- a) Decisions regarding Commercialization of PIP shall be made with the consent of all its Inventors and the University. If any Inventor or the University does not consent, that decision shall be made through arbitration, with due regard to any ethical, moral, or religious objections of any Inventor and the University.
- b) The party that undertakes Commercialization, either the University or the Inventor, has a fiduciary obligation to all the interested parties.

6. Commercialization by the University

- a) Where there is more than one Inventor the University will have the option to undertake Commercialization only in those cases where:
 - i. The Inventors unanimously agree that they wish the University to undertake Commercialization; or
 - ii. There is disagreement among the Inventors as to whether to pursue Commercialization, or as to how the Commercialization process is to proceed; or
 - iii. The University is not satisfied that all Inventors have been fully informed and are willing participants in the decision to pursue Commercialization or not.
- b) In the case where the University undertakes Commercialization, ownership shall be assigned to the University to manage the process.

7. Commercialization by the Inventor

- a) The Inventor, subject to the conditions in Clause 6, may elect to undertake the Commercialization process.
- b) In the event that the Inventor elects to undertake the Commercialization process, the University will have the right to either approve or prevent the first transaction by which the rights to the PIP are affected.
- c) The University will have the right to either approve or prevent any subsequent transactions by which the rights to the PIP are affected where any party directly or indirectly involved is not at arm's length to the Inventor.
- d) University approval or prevention of transactions shall not be unreasonably withheld or exercised.

8. Priority of Funds to Secure Legal Protection

Funds advanced by a party to secure legal protection of PIP shall have priority for return to the party who advanced the funds.

9. Division of Net Revenue

- a) One third (1/3) of Net Revenue generated by PIP shall go to the Inventor.
- b) One third (1/3) of Net Revenue generated by PIP shall go to the University, one third (1/3) of which will be used to support research in the Faculty/Department where the research took place.
- c) One third (1/3) of Net Revenue generated by PIP shall be committed to the Commercialization process.

10. Variation

Where the University believes that such agreements are in the best overall interests of the University and the Inventor, certain contracts, grants, sponsorships and research agreements which have been or will be entered into by the University, on its behalf or on behalf of certain of its members, with industrial companies, government agencies and other bodies, may contain provisions, whereby all PIP are licensed to such companies, agencies and other bodies or assigned to the University and licensed to such companies, agencies or other bodies, and may contain provisions which are at variance with the provisions of this Policy. The provisions of such contracts, grants, sponsorships and research agreements shall supersede the other provisions of this Policy. The University retains the right to enter into such agreements, and requires that University members comply with such provisions in contracts, grants, sponsorships, or research agreements.

11. Education and Research Use

The University has a non-transferable royalty-free license to use all PIP created at the University for non-commercial education and research purposes.

12. Policy Review

Patent Policy and related Procedures shall be reviewed every 5 years.

13. Application of Conflicts and Ethics Policy

- a) Conflicts of interest will be managed when they cannot be avoided. The University Conflict of Interest/Commitment Policy will govern management of conflicts.
- b) Questions with respect to ethical issues will be resolved by reference to the Ethics Review process of the University.

14. Delegation

The Vice-President (Research), or designates shall have the authority over the implementation and administration of this policy.

15. Non-Compliance

Failure to comply with this policy shall be handled according to the respective Collective Agreements, but the University or Inventor shall also have a right of action against the non-compliant party.

16. Arbitration

Any disputes shall be decided under the *Arbitration Act*, R.S.A. 2000, c. A-43, as updated from time to time. Issues that may be decided by Arbitration shall include, but shall not be limited to, the reasonableness or appropriateness of any judgment or exercise of discretion by the University, including the exercise of such judgment as it relates to non-members of the University community.

DEFINITIONS

Any definitions listed in the following table apply to this document only with no implied or intended institution-wide use.

Commercialization	Means the transfer or the commercialization or any combination of transfer and commercialization undertaken by a person with respect to PIP.
Patentable Intellectual Property	Includes patents; patentable ideas, including but not limited to plant cultivars, germplasm, and computer software that is capable of being legally protected by patent, whether in Canada or elsewhere. This Policy does not apply to copyrights on work published or unpublished.
Inventor	Means the creator or creators of Patentable Intellectual Property.
Net Revenue	Means all consideration received by the Inventor or the University from third parties, from the sale or licensing of PIP, less the out-of-pocket costs paid by that party for obtaining the patent and granting, performing and enforcing any assignment or licensing of PIP. Any consideration not received in cash shall be valued by agreement between the University and the Inventor, failing which the value shall be determined by arbitration.

Appendix D: Academic Benefits Management Committee (ABMC)
TERMS OF REFERENCE
Academic Benefits Management Committee

Basic Principles

1. The University and AASUA acknowledge that the cost of the benefits plan is an investment in the health, well-being and productivity of members. The benefits plan is important to recruit and retain staff. It will be designed to be supportive in nature and will continue to evolve to be more preventive and responsive to changing needs of members as they move through the various life stage transitions.
2. The joint management of health, dental and other benefits (including statutory benefits), in order to control costs and provide the best possible plans for the agreed resources invested, is based upon the concept of comprehensive income. Comprehensive income includes these benefits and salary as well as post-retirement benefits. Salaries, the Universities Academic Pension Plan (UAPP), and the Academic Supplementary Retirement Plan are currently excluded from the benefits managed by the ABMC.
3. The benefits plan was established within a framework of total compensation. The ABMC provides advice on the funding necessary to achieve benefit goals prior to collective bargaining, and manages the day-to-day provision of benefits. The advice to negotiators includes helping the negotiating sides to apportion changes in compensation between salary and benefits. An optimal mix of salary and benefits can increase the value of the total compensation package to the members. With respect to day-to-day management, ABMC is charged with providing the best possible portfolio of benefits within the funding allocated to it annually from the negotiated compensation agreements. The benefits plan management should take a long-term view and attempt to provide these best possible benefits in a consistent and predictable manner for the plan members over time. The ABMC should regularly assess the portfolio of benefits available. Decisions to introduce, to increase, to decrease, or to remove benefits should reflect the following elements, none of which routinely takes precedence:
 - 3.1 Protection of all members against catastrophic events.
 - 3.2 Equity and fairness across members, with factors to be considered including:
 - i. Equity and fairness should be assessed over a typical member's career rather than a point in time.
 - ii. Assessing equity and fairness includes the social concerns and values of the members.
 - iii. The number of members served.
 - In consideration of the number of members served, a member can derive value from a benefit by simply having it available. This principle is consistent with members coinsuring each other.
 - 3.3 The economic effectiveness of the benefit relative to salary. A dollar spent on benefits can be more economically advantageous than a dollar spent on salary for the following reasons.
 - i. tax effectiveness of the benefit,
 - ii. cost savings generated by pooling a large number of members,
 - iii. cost savings from minimizing transactions costs or any other inefficiencies, and

- iv. cost savings and improved risk sharing from members co-insuring each other.

Operating Principles

- 1. Plan members will share in positive and negative variances in plan funding.
- 4.1 A benefits reserve account will be maintained. This is not a real dollar account, but represents a notional allocation to the benefits plan. The University tracks both the notional allocations and also notional charges as represented by the actual cost of benefits, leaving a notional balance (cumulative variance) as described below. The annual allocation to this account will be done on a per capita basis. The per capita allocation will be based on the prior year's per capita allocation, plus any annual percentage change (the change can be an increase or decrease or zero) negotiated through the collective bargaining process. There will be a count of all plan members each October, noting the count for any classes of members for which benefit entitlements differ. This count times the per capita allocation represents the notional funding allocation (there can be separate counts and per capita allocations if plan members are differentiated in some way).

The notional charges as represented by the actual cost of all benefits covered by this agreement (with the appropriate treatment of the total disability leave benefit program (TDL) described below) is to be compared to the notional funding allocation on an annual basis. This is the cost containment calculation. In a year where the allocation has not been fully utilized, the unused portion will be added to the cumulative variance. In a year where the allocation is more than fully utilized, the excess charges will reduce the cumulative variance.

For purposes of cost containment calculation, year over year increases in the notional per capita charge to the plan for the TDL in excess of 8.5% will not be included in the calculation. That is, the actual cost of benefits notionally charged to the plan will include the actual costs of all benefits other than TDL plus the lower of: the actual costs of TDL or 1.085 times the prior year's notional per capita charge for TDL multiplied by the current year's number of eligible members. TDL consists of Disability Leave benefits, the Medical Accommodation Supplement and the Compassionate Care & Emergency Leave benefit.

- 4.2 While the plan should be constantly monitored, a negative cumulative variance of \$250,000 should trigger a pro-active assessment of alternatives to reduce the negative variance. The parties will agree on methods to reduce the negative variance that will permit an orderly reduction of the negative variance using realistic assumptions and allowing for adequate notice of plan changes.
- 4.3 While there is no specific trigger amount for a positive cumulative variance, should it become large, the ABMC will review how it should be prudently addressed in the best interests of the members and in keeping with the plan's principles. (In order to allow flexibility in its decision making, ABMC assigns no specific value to the adjective "large.")
- 4.4 Administrative costs will be managed efficiently so as to maximize the benefits available within the agreed upon targets. Both internal and external administrative costs will be accounted for and budgeted for individually. There will be transparency and accountability to ensure that all administrative costs are reasonable.

- 4.5 Processes will be established to educate members on the issues related to costs and plan management so they can better assume responsibility for becoming knowledgeable and effective consumers of health care benefits.
- 4.6 There is a shared responsibility between the AASUA, the University, and plan members to achieve an effective balance between providing comprehensive coverage, ensuring financial sustainability of the plans, and ensuring judicious use of benefits.

Managed Benefits Categories

2. Staff groups that will be managed by the ABMC are those covered under the following academic staff collective agreements:

Academic Teaching Staff (ATS)
Administrative and Professional Officer (APO)
Faculty
Faculty Service Officer (FSO)
Librarian
Temporary Librarian, Administrative and Professional Staff (TLAPS)
Trust/Research Academic Staff (TRAS)
6. Benefits plan costs that will be managed by the ABMC are as outlined in Attachment A, and as updated by any subsequent agreements made by the parties since that time.

Benefits Plan Management

7. The ABMC will:
 - 7.1 Survey the membership at regular intervals to determine their satisfaction with the benefits plan and to receive input on changes to the benefits plan;
 - 7.2 Advise on the design and application of the benefits plan;
 - 7.3 Advise on the marketing and funding of the benefits plan;
 - 7.4 Review, develop, and recommend proposed strategies to assist in containing the costs of the benefits plan;
 - 7.5 Review and make changes to the benefits plan;
 - 7.6 Review and approve the annual budgets of the benefits plan;
 - 7.7 Advise both the University and the AASUA on the interpretation of the benefits plan;
 - 7.8 Determine and resolve and/or adjudicate claim disputes to ensure that the claim has been adjudicated in accordance with the master policy agreements as developed by the ABMC from time to time; **a Staff Member may appeal by submitting in writing to the co-chairs of ABMC a letter setting out the dispute regarding benefits.**
 - 7.9 With respect to Disability Leave claims, rule, as necessary, on appeals arising from a policy interpretation or an administrative decision (Disability Leave claim appeals arising from

interpretation of medical evidence lie outside the scope of ABMC and are decided by a medical reference board in accordance with the terms and conditions of the Disability Leave policy);

- 7.10 If a member appeals for help beyond the existing set or maxima of benefits, decide if the appeal lies within its jurisdiction, assess whether the grounds for appeal are typical or unique, and decide whether or not the appeal should be upheld (the decision of the ABMC is final and binding; subsequent to its decision on a particular appeal, the ABMC will consider if the appeal warrants a change to the existing benefits plan);
- 7.11 Generally, perform such other advisory functions as the University and AASUA may jointly direct; and
- 7.12 Ask resource people to attend and advise as required.

Material Change

8. For each change that the ABMC makes to the benefits plan, the ABMC must assess whether it is material or not. For the ABMC to deem a change to be immaterial, all ABMC members must agree; otherwise, the item would be deemed material. A material change is defined as [a] an alteration, reduction, or addition of a benefit or mix of benefits, or [b] a change in service level or service delivery, which, when measured by its cost or impact on plan participants, could reasonably be deemed to be consequential. The ABMC shall refer a proposed material change to the University and the AASUA for approval.

ABMC Membership and Procedures

9. The 6 members of the ABMC are
 - Three (3) representatives, one as co-chair, appointed by the Provost & Vice-President (Academic); and
 - Three (3) representatives, one as co-chair, appointed by the President of the AASUA. The AASUA President is normally a member but may appoint a delegate.
10. The Provost & Vice-President (Academic) and the AASUA President may from time to time replace their respective members.
11. The co-chairpersons of the ABMC shall be named for an initial period of 3 years and may be re appointed.
12. The ABMC shall exercise and perform collectively the duties and responsibilities set out herein and use its best efforts to achieve resolution by consensus in place of votes.
13. With the exception of materiality (see clause 8), all changes are approved by a simple majority of the members of the ABMC, providing a quorum is present.
14. A quorum for any meeting of the ABMC shall be 4, provided that at least 2 members appointed by each of the Provost & Vice-President (Academic) and the President of the AASUA must form part of such quorum.

15. Except as set out above, the ABMC may from time to time establish procedures for the conduct of its business.

ABMC's Role in Collective Bargaining

16. The ABMC is confirmed as the appropriate body to bring forward benefit items for consideration in collective bargaining. The ABMC retains the ability to introduce changes to benefits based on the desirability of the change and the availability of funds under its management and, in accordance with clause 8 above, material changes to the benefits plan that are not linked to negotiations directly must be approved by the University and AASUA. The following process clarifies the role of ABMC in introducing benefit items to compensation negotiations for discussion and for approval or rejection:
 - 16.1 In advance of collective bargaining, the ABMC will bring forward benefit items for consideration by the negotiating teams.
 - 16.2 Also in advance of the commencement of negotiations, the AASUA or University may make requests to the ABMC to consider benefit changes. The ABMC will undertake comprehensive analysis of the requests and will make its best efforts to provide a joint recommendation including the funding impact of the change to the negotiating teams.
 - 16.3 Any changes to the benefits plan will be vetted and analyzed by the ABMC before being considered by the negotiating teams (i.e. neither team will introduce a benefit change at compensation negotiations that has not been evaluated through the ABMC process).
 - 16.4 The negotiating teams will be free to accept or reject ABMC's recommendations or lack thereof, thereby preserving the authority of the teams to negotiate terms and conditions and of employment, including new or modified benefits.
 - 16.5 Each negotiation of academic staff compensation must include an agreed rate of per capita funding to the academic benefits plan independent of any significant changes to benefits agreed to during negotiations. The negotiating teams are free to negotiate a per capita rate that is more or less than sufficient to cover the continuation of the existing benefits and leave the application of the provided funding up to the judgment of the ABMC.
 - 16.6 Where a negotiated change in benefits is agreed to in the ratified compensation settlement, it automatically becomes part of the benefits plan. The impact of a negotiated significant change in benefits can be built into the agreed rate of per capita funding or identified as an incremental dollar amount in the first year of the agreement. If the latter, the incremental dollar amount must be incorporated in the per capita funding rate prior to the application of the second year of the agreement's per capita increase. This ensures a simple and understandable process for changes in funding over time.

Annual Report

17. The ABMC shall prepare an annual report summarizing the performance of the benefits plan, which may include a year-over-year comparison or such other data that will give the University and AASUA a clear overview of the progress of the benefits plan. The annual report shall also include a summary of any additions or deletions in benefits and services and highlight any innovations resulting from the ABMC's deliberations.

Dispute Resolution Mechanism

18. The ABMC is committed to the timely resolution of disagreements. If the ABMC's parties do not reach agreement on the amended benefits plan or on specific amendments to the plan or on the containment target, the matters in dispute shall be submitted to the Provost and President of AASUA for resolution. If no resolution occurs, the ABMC shall further deliberate and if necessary submit the matter to mediation. Only if all these steps are exhausted without resolution shall the matter be referred back to the University and AASUA.

Appendix D.1: Benefit Programs Attachment A: ~~Managed Benefit Plan Costs~~

~~The following specific benefit programs are covered under the terms of the Academic benefits Management Committee agreement as of January 1, 2013:~~

Alberta Health Care: Provincial health care insurance program providing coverage for physician and hospital services. The province of Alberta suspended AHC premiums effective January 2009.

Basic Life Insurance: In the case of death, beneficiary or estate receives a lump sum payment in the following amounts:

\$100,000 (Faculty, Librarian, APO, FSO)

\$50,000 (Phased post-retirement appointments under Article 18 of Faculty, Librarian, APO, FSO for entire term of post-retirement appointment up to a maximum of 3 years)

\$100,000 (TRAS, ~~GAST, SOTS ATS, TLAPO~~ full-time appointments a minimum of 1 year in duration)

\$50,000 (TRAS, ~~GAST, SOTS ATS, TLAPO~~ full-time appointments between 8 months and 1 year in duration)

* For staff members who were in receipt of long-term disability benefits or on a leave without pay from the University on December 1, 2012, the effective date of increased basic life insurance coverage will be the first day that they return to their regular duties.

Basic Critical Illness Insurance: \$10,000 lump sum payment to employee in the event of diagnosis of a covered illness.

~~**Bridge Benefits (closed program):** Continued participation in health, dental, EFAP and basic life coverage for eligible early retirees until normal retirement date. Program closed to new entrants June 30, 2004.~~

Canada Pension Plan: Federal government retirement income program mandated employer **and employee** contributions.

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. ~~The program provides reimbursement to the department for incremental costs where a paid leave is approved.~~

Child Care Benefit: 50% reimbursement to a maximum \$2,000 per child per eligible employee. Parents employed at the University of Alberta with appointments eligible for the child care benefit will each be able to apply for the child care benefit for the same child.

Dental: Coverage based upon current year Sun Life dental fee guide. Basic **series services** covered at 100%; Major and Orthodontic services covered at 75%.

Employee and Family Assistance Program (EFAP): Provides coverage for confidential psychological counseling and work life services.

Employment Insurance: Federal government temporary income support program mandated employer **and employee** contributions.

Health Spending Account: Annual \$750 allowance for expenditure on Canada Revenue Agency eligible medical expenses. Unused credits may be carried forward one year after the year in which the credits are allocated.

Long Term Disability: Income protection of 70% of salary in event of a long term disability. No maximum benefit per month.

Medical Accommodation Supplement: Income protection of up to 70% of a reduction in earnings due to a work accommodation. Maximum payment period is 18 months.

Physical Education Facility (basic and enhanced): Access to University of Alberta fitness facilities for employees and their dependents.

Professional Expense Reimbursement: \$1,400 annual allowance provided for reimbursement of professional expenses.

Supplementary Health Care: Coverage for prescription drugs, paramedical services, vision care, medical equipment, and out of country emergency medical services.

Tuition Remission: Remission of the equivalent of instruction fees for 4 single term Arts courses per year (employee only).

University Health Services: Access to University of Alberta student health services clinic.

Workers' Compensation Board: Provincial workers compensation insurance mandated employer premiums.

Appendix E: Phased Retirement Benefit Programs [WHOLLY AGREED]

PHASED RETIREMENT BENEFITS

A Staff Member in a Continuing Appointment who decides to retire but continue to work on a phased post-retirement, part-time basis under the provisions of Article 18 is eligible to participate in Phased Post-Retirement Benefits during the reappointment period. The employer premium costs for such benefits will be paid by the University to the same extent that they are for active Employees. This cost sharing arrangement and/or the benefit plans may change from year to year subject to negotiation.

Phased Post-Retirement Benefits include:

- a) Supplementary Health Care Insurance: Health and hospital services, prescription drug expenses, vision care and other eligible medical expenses will continue to be covered by the Supplementary Health Care Plan. Coverage continues during the term of the post-retirement contract.
- b) Health Spending Account: Annual January 1st allocation of \$750 paid by the University during the term of the post-retirement contract.
- c) Dental Insurance: Coverage for 100% Basic, 75% Major Restorative and 75% Orthodontic continues during the term of the post-retirement contract.
- d) Employee Family Assistance Program: Coverage for psychological counselling, nutritional, legal, and financial consultation, access to a personal trainer, e-learning courses, health and wellness resources, and work life services (e.g. cultural transition support, child and eldercare resources, etc.) continues during the term of the post-retirement contract.
- e) Business Travel Insurance: Coverage of \$100,000 continues during the term of the post-retirement contract.
- f) Professional Expense Reimbursement:
 - i) Re-appointment for two-years with a 50% workload: eligible for the full Professional Expense Reimbursement amount for each of two years;
 - ii) Re-appointment for 3 years with a 33 and 1/3% workload: eligible for 66 and 2/3% of the annual full Professional Expense Reimbursement amount for each of 3 years.
- g) Tuition Remission: A Staff Member in a Continuing Appointment remains eligible for the Tuition Remission Program during the term of the post-retirement contract. Tuition fees shall be remitted for a Staff Member in a Continuing Appointment who, with the approval of the Department Chair/Supervisor, enrolls in credit courses at the University – to a maximum equivalent value of 4 single term credit courses in Arts per year.
- h) Academic Child Care Benefit: Financial assistance to a maximum of \$2000 per year per eligible child continues during the term of the post-retirement contract.
- i) Compassionate Care & Emergency Leave: Coverage provided on reduced salary fully paid by the University.
- j) Life Insurance: coverage for Academic Faculty Members, Librarian Members, FSO Members and APO Members during the term of the post-retirement contract up to a maximum of 3 years: \$50,000 basic life insurance and the continuance of optional life insurance (no dependant life insurance coverage).

Phased Pre-Retirement Benefits include:

A Staff Member in a Continuing Appointment who decides to opt for phased pre-retirement shall continue to participate, in full, in all benefit programs and pension with the exception of the Professional Expense Reimbursement. The Professional Expense Reimbursement during phased pre-retirement shall be:

- a) Appointment for two-years with a 50% workload: eligible for the full Professional Expense Reimbursement amount for each of two years;
- b) Appointment for 3 years with a 33 and 1/3% workload: eligible for 66 and 2/3% of the annual full Professional Expense Reimbursement amount for each of 3 years.

Appendix F: Discipline Interpretation [WHOLLY AGREED]

1. This appendix is an interpretive guide to Article 7.
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.
3. 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.
5. For Level 2 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 alleged violations of **University General-Faculties Council's** policies, such as the **UAPPOL Discrimination, Harassment and Duty to Accommodate Policy** ~~Harassment and Discrimination Policy~~, and alleged breaches of administrative rules and regulations, that are binding on academic staff members.

**Memorandum of Understanding
Non-Disciplinary Suspensions (Suspension) [WHOLLY AGREED]**

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 Vice-Provost & Associate Vice President (Human Resources) or designate,
 - i) a designate of the Provost, or
 - ii) as follows depending on the collective agreement

Agreement	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 Administrative and Professional Staff	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.
- 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.

Dated: 6 August, 2010

Signed by the Governors of the University of Alberta per Dru Marshall and Carl G. Amrhein, Provost and Vice-President (Academic)

Signed by the Association of Academic Staff University of Alberta per C. Donald Heth, President

**Letter of Understanding
Non-Gender Based Salary Inequity [WHOLLY AGREED]**

The Employer commits that it will conduct a review of non-gender based salary inequities within the academic staff, where:

- i. such inequities are in respect of a prohibited ground of discrimination pursuant to the Alberta Human Rights Act;
- ii. there is *prima facie* evidence of a statistically significant inequity across the University or within a Unit; and
- iii. there are reliable and verifiable data available that can be used to identify an inequity via statistical analysis.

In respect of any such review, the Employer shall prepare a report to be shared with AASUA, which shall contain a remedy if a statistically significant inequity is found. The remedy shall be implemented forthwith or as soon as may be operationally feasible.

**Letter of Understanding
Contracting Out [WHOLLY AGREED]**

It is not the intention of the Employer to enter into contracting out of work arrangements that directly result in the loss of any Staff Member's employment during the term of this Agreement. However, if it becomes necessary to contract out, the following principles will apply:

During the life of this Agreement, the Employer agrees to consult with the Association during the planning stages of any business consideration to contract out work currently performed by Staff Members which the Employer expects will result in layoffs under the applicable Schedule. The Association will be given the opportunity to propose alternative solutions, without unreasonable delay, prior to any determination by the Employer.

The Association agrees to examine ways to deal with barriers that cause the Employer to contract out work due to a lack of flexibility. The parties will work together to endeavour to keep this work within the bargaining unit.

**Letter of Understanding
re
Employment Equity [Wholly Agreed]**

~~During the life of the collective agreement, the parties agree that an Employment Equity Joint Task Force be constituted. The Joint Task Force shall have 6 members, 3 of whom are appointed by the Provost and 3 of whom are appointed by AASUA. It shall be co-chaired by one member appointed by each party. The Joint Task Force's mandate shall be to bring forward to the parties' respective bargaining teams at the commencement of the next round of collective bargaining a recommendation for language to be included in a renewal collective agreement. The Joint Task Force will be informed by the parties' most recent draft proposal.~~

Schedule A

ACADEMIC FACULTY MEMBERS

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Article A1: Appointments [WHOLLY AGREED]

- A1.01.1 The appointment of an Academic Faculty member shall be made by the Dean.
- A1.01.2 A letter of appointment, following the example in Appendix A.1, duly executed by the Dean and an Academic Faculty member, shall confirm the appointment of the Academic Faculty member.
- A1.01.3 The appointment of an Academic Faculty member shall commence on the date set in the duly executed letter of appointment.
- A1.01.4 The employment of an Academic Faculty member shall be for 12 months of each year.

Contingent appointments

- A1.02.1 Notwithstanding Article A1.01.4, a Dean may appoint an Academic Faculty member to a position with a special condition that recognizes circumstances where the position is funded by external sources.
- A1.02.2 The term "funded by external sources" is defined as any financial support directly tied to a specific position when the financial support does not come from the operating budget of the University. The term may include funds from endowments or targeted gifts, agencies supporting research through grants or contracts, and other sources.
- A1.02.3 The special condition shall state that the continuing nature of the appointment is explicitly contingent on the continued receipt of funds from the external source. In the event that the funds are discontinued, the Academic Faculty member shall receive notice of not less than 12 months that the position will be discontinued.

Special conditions

- A1.03.1 A Dean may appoint an Academic Faculty member with special conditions which are at variance with the terms of this Agreement provided:
 - a) the variations are in writing and are included in or appended to the letter of appointment; and,
 - b) the variations have been approved in writing by the Provost after consultation with the President of the Association and prior to the offer being made.
- A1.03.2 The Provost may approve special conditions which are at variance with the terms of this Agreement and which are agreed to subsequent to the original appointment of an Academic Faculty member provided:
 - a) the variations have been recommended by a Dean and are approved in writing by the Academic Faculty member **and the President of the Association.;** and
 - b) ~~the Provost has consulted with the President of the Association prior to approval.~~
- A1.03.3 Notwithstanding the provisions of Article A1.02, the Dean, with the advance written approval of the Provost, may add an additional special condition providing that, in the event that the external source of funding is discontinued, the appointment shall be transferred to a standard appointment without special conditions. In the absence of such a second special condition, no appointment under Article A1.02 shall carry any expectation of continuance in the event that the external financial support for the position is discontinued.

Effective dates

- A1.04.1 The normal effective date of a first probationary appointment or of an original appointment with tenure shall be July 1, but such appointments may be made at other times.
- A1.04.2 The effective date of a second probationary appointment or of an appointment with tenure following probation shall be July 1.

Removal allowances

- A1.05.1 An Academic Faculty member upon appointment may be eligible for a removal 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 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 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.

Academic Administrators

- A1.06.1 The Board may employ administrative leaders ("Academic Administrators") in academic administration positions who are Professors and Associate Professors and who are outside the scope of this Agreement while serving as an Academic Administrator. Where an Academic Administrator takes an administrative leave between two successive Academic Administrator appointments, the person also remains outside the scope of this Agreement during the leave. The Board shall provide a copy of the list to the Association whenever a new Academic Administrator is appointed or an Academic Administrator's appointment ceases, for whatever reason, **and at minimum on each July 1**. No individual's rights under Article A1.06.2 or A1.06.3 are diminished by reason of the position that they filled not being included on the list.
- A1.06.2 An Academic Faculty member who held a tenured position under this Agreement, prior to receiving an appointment as an Academic Administrator shall be immediately re-appointed to a tenured faculty position upon termination of the academic administration appointment, unless the Academic Faculty member has elected to resign or retire from their tenured position, in accordance with the following:
 - a) The Academic Faculty member shall re-enter the scope of this Agreement at the conclusion of the academic administration appointment unless appointed to another academic administration position in succession.
 - b) At the conclusion of the last of successive academic administration appointments, the Academic Administrator shall immediately be re-appointed to a tenured faculty position (the recommendation contemplated by Article A5.01.2 is waived) and shall immediately re-enter the scope of this Agreement.
- c) For clarity, a failure to re-appoint shall constitute a violation of this Agreement and is subject to Article 14 (Grievance) and Article 15 (Arbitration).

- A1.06.3 An individual who did not hold a tenured position under this Agreement prior to receiving an appointment as an Academic Administrator shall be simultaneously appointed to a tenured position under this Agreement in accordance with Article A5.01.2, with the appointment to take effect immediately upon termination of the academic administration appointment, unless the Academic Faculty member has elected to resign or retire from their tenured position, in accordance with the following:
- a) The Academic Administrator shall enter the scope of this Agreement at the conclusion of the academic administration appointment unless appointed to another academic administration appointment in succession.
 - b) At the conclusion of the last of successive academic administration appointments, the Academic Administrator shall immediately be appointed to a tenured faculty position and shall immediately enter the scope of this Agreement.
 - c) For clarity, a failure to appoint shall constitute a violation of this Agreement and is subject to Article 14 (Grievance) and Article 15 (Arbitration).
- 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 7 (Discipline) shall apply notwithstanding that the conduct pre-dated the re-appointment or appointment to a faculty position.

Administrators in the Bargaining Unit

- A1.07.1 The following provisions will apply to Staff Members appointed to an administrative position which is not otherwise expressly excluded from the bargaining unit, namely: Department Chair, Associate Chair, academic Assistant Dean, Associate Dean and, with agreement of the parties, administrative positions variably titled but similar in type.**
- a) **the terms and conditions of a Staff Member's administrative appointment are separate and apart from those of the Staff Member's academic appointment and shall be as mutually agreed in writing directly between the Staff Member and the Dean or Appointing Officer, as applicable;**
 - b) **the administrative appointment agreement shall include information regarding:**
 - i. **the duties and responsibilities of the position to which the Staff Member is being appointed;**
 - ii. **the term of the appointment;**
 - iii. **remuneration associated with the administrative appointment, if any;**
 - iv. **the performance review process;**
 - v. **the process by which the appointment may be terminated;**
 - vi. **the process by which the appointment may be renewed;**
 - vii. **the status and position of the Staff Member on expiry of the appointment;**
and
 - viii. **any special conditions;**
 - c) **a copy of the executed administrative appointment agreement shall be provided to the Association;**
 - d) **the Association shall have the right to pursue grievance or arbitration (using the dispute resolution provisions in this Agreement) only to enforce the written terms and conditions in the executed administrative appointment agreement, as may be amended by the Employer and Staff Member in writing;**
 - e) **the Association shall not have the right to grieve a decision to not renew an administrative appointment or to terminate such an appointment without cause, or**

- any matter related to the University's lawful direction to the Staff Member concerning the performance of their duties in the administrative position, unless any such matters contravene the written terms and conditions in the executed administrative appointment agreement;
- f) if the Staff Member and Dean or Appointing Officer, as applicable, are unable to reach agreement on the terms and conditions of the administrative appointment, the Staff Member shall not be appointed and shall have no recourse or remedy.

A1.07.2 Article A1.07.1 shall not:

- a) affect the terms and conditions of the Staff Member's employment in their academic appointment or the Association's rights to grieve such matters, which shall be governed by this Agreement in the normal course;
- b) affect the parties' statutory ability to seek designation or de-designation with respect to any individual; and
- c) be construed as an agreement or admission by either party that any individual holding an administrative appointment is an "employee" for purposes of the Code.

Article A2: University Responsibilities

- A2.01.1 An Academic Faculty member shall be a scholar, active in teaching, in research, and in service.
- A2.01.2 The responsibilities of an Academic Faculty member shall include **Teaching, Research and Service as described below. The proportion of Teaching, Research and Service shall be determined by agreement of the Department Chair and Academic Faculty member for the upcoming academic year, or as set out in the Academic Faculty member's Letter of Appointment.**
- a) **Teaching:** participation in teaching programs, including classroom teaching, supervision of graduate students and personal interactions with and advising students;
- b) **Research:** participation in research (defined as including the preparation or performance of creative works and reflective inquiry) and the dissemination of the results of research by means appropriate to the discipline; and
- c) **Service:** provision of service to the discipline of the Academic Faculty member; participation in the governance of the University, the Faculty and the Department; and dissemination of knowledge to the general public by making available the Academic Faculty member's expertise and knowledge of the discipline, all of which shall be carried out according to the standards of professional conduct expected of an Academic Faculty member.
- A2.01.3 Throughout the career of an Academic Faculty member, the requirements of Articles A2.01.1 and A2.01.2 shall apply. Nevertheless, there may be circumstances when it is in the interests of the Academic Faculty member and the University to vary the responsibilities for a specified period of time. Therefore, an Academic Faculty member, the Department Chair and the Dean may enter into a written agreement varying the primary responsibilities for a period not to exceed 3 years. The variations shall be designed to increase responsibilities in one area (e.g. teaching innovation) while reducing responsibilities in another. (See also Article A6.04).

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 **and which** may include supervisory and administrative responsibilities.
- A2.02.2 Teaching responsibilities in the 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.

Research

- A2.03.1 The responsibilities of an Academic Faculty member shall include active participation in research. The Academic Faculty member shall be encouraged to seek financial support (hereinafter called research funds) for such research from granting agencies or other sources.
- A2.03.2 Research activity and research funds shall be administered in accordance with policies and procedures established by appropriate university authorities, following consultation with the Association.
- A2.03.3 The policies and procedures shall be consistent with the terms of this Agreement; in the case of conflict, this Agreement shall govern. Questions arising from the administration of the policies and procedures, or failure to comply with the policies and procedures shall be resolved in accordance with the procedures of this Agreement.
- A2.03.4 The following principles shall apply to the administration of research funds:
- a) Research funds shall be administered and accounted for by the University.
 - b) Remuneration may be provided to the Academic Faculty member from the research funds if the grant/contract so permits, to the extent permissible in the policies and procedures referred to in Article A2.03.3.
 - c) If the University is expected to provide facilities, space, equipment or administrative assistance or where there is to be participation by students or postdoctoral fellows in the carrying out of the research, the University may require that a contract be negotiated through the Vice-President (Research).

Service

- A2.04 **An Academic Faculty member shall be actively engaged in service to the University and shall participate in the collegial responsibilities of departmental, Faculty and university governance.** The degree of participation in the governance of the University and other service responsibilities may vary from Academic Faculty member to Academic Faculty member and from time to time. Such **service** responsibilities may be assigned by the Department Chair or may be the result of initiative by the Academic Faculty member. ~~An Academic Faculty member shall be actively engaged in service to the University and shall participate in the collegial responsibilities of departmental, Faculty and university governance.~~ The Academic Faculty member may also be engaged in service to the Academic Faculty member's discipline or profession **or to the Association.**

Annual report

- A2.05 An Academic Faculty member shall submit to the Department Chair and Dean an Annual Report on University responsibilities during the previous 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.

Article A3: Supplementary Professional Activities (SPA) [Wholly Agreed]

Scope and context of SPA

A3.01.1 An Academic Faculty member is a full-time employee and has a primary obligation to fulfil University responsibilities. The Academic Faculty member shall remain current with recent developments in the discipline through personal professional development.

A3.01.2 One means of accomplishing professional development may be through professional activity which is supplementary to the primary obligations to the University.

A3.01.3 Such SPA shall represent an integral part of the responsibility to relate theory to practice, thereby enabling teaching and research to remain professionally relevant. Routine, repetitive and trivial SPA are discouraged.

Authorization of SPA

A3.02 Subject to the provisions of this Article A3, an Academic Faculty member may engage in SPA. SPA shall not prevent, hinder or unduly interfere with the Academic Faculty member's primary responsibilities.

Required SPA

A3.03.1 A Faculty Council may deem SPA, and the maintenance of a professional license, to be essential to the work of the Department and to the progress of an Academic Faculty member's career. In such cases, the Dean and Department Chair shall encourage SPA.

A3.03.2 Where a Faculty Council has deemed SPA to be essential to the work of the Department, the Faculty Council shall recommend to the Board that such SPA be considered as part of the Academic Faculty member's primary University responsibilities. The Board may approve such recommendations on such conditions as it deems appropriate, having regard to Article A3.06.

Definition of SPA

A3.04.1 Without restricting the generality of the term SPA, this category shall include any of the following:

- a) employment in any capacity by another employer including the carrying out of teaching duties, e.g. summer session at another university;
- b) consulting;
- c) personal services contracts;
- d) private practice of the Academic Faculty member's profession, e.g. medicine, dentistry, law, etc.

A3.04.2 SPA may be categorized as major or minor in scope. Each Faculty Council shall decide what constitutes major SPA but all proposals to teach at another institution shall be considered major SPA.

Approval of SPA

A3.05.1 An Academic Faculty member shall obtain written approval of the Dean prior to undertaking major SPA. Prior to approving SPA, the Dean shall ensure that primary University responsibilities will be performed satisfactorily.

A3.05.2 If there is a dispute with respect to an Academic Faculty member's SPA, the Academic Faculty member shall have recourse to the Provost. The decision of the Provost shall be final and binding.

Conditions

A3.06 The authority and approval of SPA is subject to the following conditions:

- a) The Academic Faculty member shall not compete unfairly with professionals outside the University.
- b) The SPA shall not infringe upon the University's conflict of interest guidelines.
- c) The SPA shall conform with regulations governing the use of University facilities and staff.
- d) The Academic Faculty member shall indemnify and hold harmless the University from and against any loss, injury or damage which the University may or could suffer arising in any way out of or in relation to such activities. The Academic Faculty member gives this covenant and makes this agreement notwithstanding that the University has participated in such activities by the provision of facilities, space, equipment, or administrative assistance, unless the said loss, injury or damage arises directly from a malfunction of the said facilities or equipment which is not caused by the user thereof; and notwithstanding that the University has participated in such SPA by the provision of students or postdoctoral fellows or the like; and withstanding that any formal contract with respect to those SPA has not been negotiated by or approved by the University.
- e) When engaged in SPA, Academic Faculty members shall not use the name of the University in any way, except as the mailing address, nor shall Academic Faculty members hold themselves as agents of the University when engaged in SPA.

Reporting requirements

A3.07.1 Each Academic Faculty member, including Department Chairs, shall submit an annual SPA Report to the Dean on SPA in the previous year.

A3.07.2 SPA undertaken during sabbatical, assisted leave and secondment shall be reported in the annual SPA Report. A Faculty Council may require that SPA undertaken under other types of leave shall also be included in the annual SPA Report.

A3.07.3 The period covered by the annual SPA Report and the date on which it is to be submitted may vary from Faculty to Faculty with this decision being made, from time to time, by the Faculty Council.

A3.07.4 The annual SPA Report may be made in conjunction with the Annual Report 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.

A3.07.5 SPA shall be taken into account in the evaluation of an Academic Faculty member's performance for tenure, increments and promotion. The annual SPA Report shall be available

for information to FEC. With the concurrence of the Provost, a Faculty Council may modify the application of this Article A3.07.5.

A3.07.6 The following information shall be provided in the Academic Faculty member's annual SPA Report:

- a) the category or type of client or affiliation;
- b) the nature of services performed;
- c) an estimate of the total time devoted to each SPA; and
- d) the names and nature of any continuing contractual arrangements with outside organizations.

A3.07.7 A Faculty Council may decide that the time of year, week or day when the SPA were undertaken is important. If so, such information shall be included in the SPA Report.

A3.07.8 Each Faculty Council shall develop the format for the annual SPA Report for that Faculty and submit to the Provost for approval.

A3.07.9 Decisions reached by a Faculty Council under this Article 8 shall be conveyed, in writing, to the Provost and the Association.

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) Any modifications to the requirement that SPA be taken into account in the evaluation of an Academic Faculty member's performance.
- d) Whether the time of year, week or day when SPA is performed is important to its approval and reporting.
- e) Whether the annual SPA Report shall include information about remuneration received from SPA.
- f) Regulations governing the use of University facilities and staff for SPA including arrangements to reimburse the University for such use.
- g) What evidence shall be required to ensure the Academic Faculty member has adequate personal liability insurance to indemnify the University against any claims.
- h) Such additional terms and conditions the Faculty Council may consider necessary; such terms and conditions shall be in addition to and not in contradiction of this Article A3.

Article A4: Sabbaticals

Eligibility

- A4.01.1 A tenured Academic Faculty member shall be eligible to be considered for a one-year sabbatical after serving the University for 6 years, or after serving for 6 years following a previous sabbatical or assisted leave. After 3 years of service following initial appointment, or 3 years of service following a previous sabbatical or assisted leave, a tenured Academic Faculty member shall be eligible to be considered for a 6-month sabbatical.
- A4.01.2 A person who joins the University and who has tenure at another university shall receive credit for up to 2 years of service at the other institution in meeting the requirements under Article A4.01.1 for the first sabbatical taken at the University, providing the first sabbatical is a one-year sabbatical.

Application Process

- A4.02.1 The Academic Faculty member shall submit an application for a sabbatical to the Dean, through the Department Chair, by October 15 in the year prior to the academic year in which the sabbatical will be taken.
- A4.02.2 On receipt of the applications, the Dean shall provide copies to FEC.
- A4.02.3 FEC, after consideration of the applications, shall submit a recommendation to the Dean as to which applications should be approved and which should not be approved.
- A4.02.4 The Dean, after consideration of the applications and the recommendations of FEC and subject to Article A4.02.8, shall approve or not approve the applications and convey the decisions, in writing, to the applicants as soon as possible after having reached decisions.
- A4.02.5 In their consideration of the applications, FEC and the Dean shall consider the proposed sabbatical programs to determine whether they are meritorious and whether they will be to the mutual advantage of the Academic Faculty member and the University.
- A4.02.6 Consideration will be given to sabbatical programs which include work to be done at the University but will not be given to programs in pursuit of advanced degrees.
- A4.02.7 If the Dean does not approve an application for a sabbatical when FEC has recommended approval and if the quota for the Faculty under Article A4.02.8 has not been met or exceeded, the Academic Faculty member may appeal the Dean's decision to the Provost. Such an appeal shall be in writing and shall be submitted not later than 15 days following the receipt of the Dean's letter that the application has not been approved. The decision of the Provost shall be final and binding.
- A4.02.8 The number of approved sabbaticals for an academic year shall not exceed 10% of the number of Academic Faculty members in the Faculty.
- A4.02.9 If, after an Academic Faculty member has been granted a sabbatical, the Department Chair, for the purposes of the normal operation of the Department, deems that the work of the Department would be unduly hampered by such sabbatical, the Department Chair shall recommend to the Dean that the sabbatical be deferred for 6 or 12 months. The Dean shall consider such recommendation and decide, with such decision final and binding. The deferral time shall nevertheless be counted toward eligibility for a succeeding sabbatical.

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) 85%, where the sabbatical commences prior to July 1, 2019; and
 - b) 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% of their basic University salary.
- A4.03.3 An Academic Faculty member may receive outside assistance in the form of grants or fellowships. Supplementary professional activity during a sabbatical shall be governed by the terms of Article A3. Research funds received during a sabbatical shall be governed by the terms of Articles A2.03.
- A4.03.4 An Academic Faculty member who has been granted a sabbatical may apply for a sabbatical research grant from the University. Notwithstanding Articles A4.03.1 and A4.03.2, the salary of an Academic Faculty member in receipt of such grant shall be reduced by the amount of such grant. Application for sabbatical research grants shall be made to the Research Services Office, through the applicant's Department Chair and Dean. Details may be obtained from the Research Services Office. Regulations governing sabbatical research grants shall be made by the Provost following consultation with the Association and the Vice-President (Research).
- A4.03.5 A sabbatical of one year shall be deemed to include the vacation entitlement, and a 6-month sabbatical shall be deemed to include one-half of the vacation entitlement.
- A4.03.6 With respect to sickness or injury during sabbatical, see Appendix A.3, Section M.4.
- A4.03.7 Sabbaticals of 6 months in duration shall be restricted to the period July 1 to December 31 or January 1 to June 30 unless otherwise directed by the Provost.
- A4.03.8 The Academic Faculty member shall submit a report concerning activities while on sabbatical to the Dean and, where appropriate, the Department Chair. The report shall be part of the Academic Faculty member's Annual Report for the year(s) under consideration.
- A4.03.9 An Academic Faculty member shall return to regular duties at the University for 6 months upon completion of the sabbatical or, in default thereof, repay to the University an amount equal to 12.5% of the total gross salary paid while on sabbatical and shall, if requested by the University, sign an agreement to that effect prior to going on sabbatical.
- A4.03.10 Detailed information about sabbaticals is provided in Appendix A.3.

Article A5: Probation and Tenure [Wholly Agreed]

Types of appointments

- A5.01.1 A person may be appointed in accordance with this Article A5 as an Academic Faculty member with tenure, or as an Academic Faculty member on probation leading to consideration for tenure.
- A5.01.2 No person shall be appointed to the rank of Professor or Associate Professor unless the Dean first receives a recommendation from an advisory selection committee established in accordance with procedures approved by GFC.
- A5.01.3 A person appointed to the rank of Professor has tenure.
- A5.01.4 A person appointed to the rank of Associate Professor has tenure unless a constituted advisory selection committee recommends that there be a probationary period and the Dean appoints with such a probationary period, in which case, the procedures of Article A5.02 apply.
- A5.01.5 A person appointed to the rank of Assistant Professor shall be on a probationary period.
- A5.01.6 The award of tenure shall also constitute designation as Associate Professor.

Probationary periods

- A5.02.1 A person appointed as an Academic Faculty member without tenure shall serve one or more probationary periods.
- A5.02.2 A person who is appointed as an Academic Faculty member without tenure shall serve a first probationary period calculated in accordance with the following:

Effective date of appointment	First probationary period
July 1	4 years
Between January 1 and the next June 30 (including January 1 and June 30)	4 years plus the period between the effective date and the next July 1 (inclusive of both dates)
Between July 2 and the next December 31 (including July 2 and December 31)	4 years minus the period between the effective date of appointment and the preceding July 1 (inclusive of both dates)

- A5.02.3 The Dean, with the prior written approval of the Provost may, in the initial appointment reduce the length of the first probationary period.
- A5.02.4 If an Academic Faculty member is granted one or more leaves during a probationary period and if the length or type of leave is such that it materially affects the performance on which the Academic Faculty member is to be assessed, then the probationary period shall be extended for one or more years.
- A5.02.5 An extension of a probationary period because of leave shall be made by the Provost on the recommendation of the Dean following consultation with the Academic Faculty member.
- A5.02.6 In considering a recommendation for an extension of a probationary period because of leave, the Provost shall take into account the length of the leave period, the time of the year when the leave was taken and the purposes of the leave.

A5.02.7 The decision of the Provost regarding extension of probationary period because of leave shall be final and binding.

A5.02.8 The second probationary period shall be for two years.

Decision at the end of the first probationary period

A5.03.1 In the last year of an Academic Faculty member's first probationary period the Department Chair shall recommend in writing to the Dean, with a copy to the Academic Faculty member, one of the following:

- a) that a second probationary period be offered to the Academic Faculty member;
- b) that an appointment with tenure be offered to the Academic Faculty member; or
- c) that no further appointment be offered to the Academic Faculty member.

A5.03.2 On receipt of the Department Chair's recommendation under Article A5.03.1, the Dean shall take one of the following steps; and shall inform the Academic Faculty member in writing,

- a) approve a recommendation that the Academic Faculty member be offered a second probationary period, which decision shall be final and binding;
- b) if the recommendation is for a second probationary period and if the Dean disagrees with such a recommendation, refer the recommendation to FEC for consideration;
- c) refer to FEC a recommendation that an appointment with tenure be offered to the Academic Faculty member; or
- d) refer to FEC a recommendation that no further appointment be offered to the Academic Faculty member.

A5.03.3 Notwithstanding Articles A5.03.1 and A5.03.2, a Faculty Council may determine that all decisions regarding any further appointments at the end of a first probationary period shall be referred to FEC and, in such a case, the recommendation of a Department Chair under Article A5.03.2 shall be submitted directly to FEC.

A5.03.4 FEC shall consider a recommendation under Articles A5.03.2 (b) – (d) and A5.03.3 and shall make one of the following decisions:

- a) that a second probationary period be offered to the Academic Faculty member;
- b) that an appointment with tenure be offered to the Academic Faculty member; or
- c) that no further appointment be offered to the Academic Faculty member.

Decisions at the end of the second probationary period

A5.04.1 In the last year of an Academic Faculty member's second probationary period, the Department Chair shall recommend to FEC in writing, with a copy to Academic Faculty member, that one of the following decisions be made:

- a) that an appointment with tenure be offered to the Academic Faculty member;
- b) that no further appointment be offered to the Academic Faculty member; or
- c) that the second probationary period be extended by one year (but only if such an extension had not been approved for an earlier year by FEC or GAC).

A5.04.2 After considering the Department Chair's recommendations, FEC shall make one of the following decisions:

- a) that an appointment with tenure be offered to the Academic Faculty member;
- b) that no further appointment be offered to the Academic Faculty member; or

- c) that the second probationary period be extended by one year (but only if such an extension had not been approved for an earlier year by FEC or GAC).

Special recommendations for tenure

A5.05.1 In extraordinary cases, in years other than the last year of a probationary period, a Department Chair may recommend to FEC in writing, with a copy to the Academic Faculty member, that an Academic Faculty member be offered an appointment with tenure. In such a case, FEC shall make one of the following decisions:

- a) that the present probationary period continue; or
- b) that the Academic Faculty member be offered an appointment with tenure; and, in either case, the decision shall be final and binding.

Severance

A5.06 An Academic Faculty member whose appointment is terminated under Articles A5.03.4(c) or A5.04.1 (b) shall be entitled to **receive a severance salary payment** equal to one month's salary for each year of service as **a Staff Member an Academic Faculty member, to an all-in maximum of 12 months' salary.**

Article A6: Faculty Evaluation

Authority

- A6.01 Each Faculty shall have a Faculty Evaluation Committee (FEC) which shall be authorized to:
- a) draft standards of performance of Academic Faculty members in the Faculty;
 - b) consider and decide on recommendations regarding probation and tenure under Article A5;
 - c) consider and decide on recommendations for **increments-incrementation**;
 - d) determine procedures governing applications for promotion and granting of tenure;
 - e) consider and decide on applications for promotion to Professor;
 - f) advise the Dean on applications for sabbaticals under Article A4; and
 - g) carry out such procedural rulings as are required of it under this Article A6.

President's Review Committee

A6.02 The President's Review Committee (PRC) is chaired by the President and is authorized (in accordance with Article A6.22) to review and compare the implementation of FEC standards of performance.

Standards of performance

A6.03.1 The review of an Academic Faculty member's performance shall be based on consideration of the performance of the responsibilities of the Academic Faculty member as outlined in Article A2.

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, research, and service. Standards of performance:

- a) shall enable FEC to evaluate academic performance across its full range;

- b) shall be based on merit and not on length of service;
- c) may vary from Faculty to Faculty.

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 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 and research, and must demonstrate on the basis of performance while on probation that ~~he/she is~~ **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, research, and service, including excellence in teaching and/or research, ~~and/or, in rare circumstances, a record of~~ 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. Such evaluation may take into account information such as ~~statistical summaries of responses to student questionnaires, comprehensive reviews of student commentary; reviews by peers, reviews by administrative officials and~~ 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.**

A6.03.4.1 The frequency distribution of student responses will be reported only in relation to the non-numerical responses selected on questionnaires (e.g. Strongly Agree, Agree, Neutral, Disagree, Strongly Disagree) and the frequency distribution of responses will not be restricted to any single item; rather, all questions specific to the instructor will be reported.

A6.03.4.2 In evaluating the teaching performance of Academic Faculty members, Department Chairs and FEC shall consider that:

- i. **Students' questionnaire ratings of instruction are influenced by numerous factors, including race, gender, accent, age, physical attractiveness, and course characteristics; and**
- ii. **Since there is no requirement for students to complete online questionnaires, the responses may not validly reflect the opinion(s) of an entire class, but only the opinion(s) of those motivated to respond;**

and therefore,

- iii. **student questionnaires are insufficient in measuring teaching performance, necessitating a multi-faceted approach to evaluation.**

A6.03.5 Each Faculty's standards of performance shall include criteria for the assessment of research productivity in the case of multi-year projects.

A6.03.6 The review of the performance of a Department Chair shall take into account the special duties associated with the office of Department Chair.

A6.03.7 At least 10 years from the date of each approval, the standards of performance shall be reviewed and reconsidered by FEC and then, in draft form, shall be submitted to the Provost for review and advice.

- a) The Provost shall forward the draft standards and any advice to Faculty Council for approval or to FEC for reconsideration;
- b) The Faculty Council may approve the standards or may refer them back to FEC for revision. Any revised standards shall, again, be submitted to the Provost for further review and advice;
- c) After approval of the standards by Faculty Council, they shall be provided to the Provost;
- d) The Provost may refer standards to the PRC (Article A6.02) for review and advice or the PRC may recommend review of standards to the Provost.

A6.03.8 A Faculty Council shall establish, and make public to all Staff Members, voting protocols, which may include the requirement to vote electronically, for matters considered by the Faculty Council, such as approving evaluation guidelines or standards of performance.

A6.03.9 Standards for the award of tenure and concurrent designation as Associate Professor shall not be changed during probation for an individual Academic Faculty member unless the Academic Faculty member agrees, in advance of the **meeting hearing** of FEC, to the new standards.

A6.03.10 The Faculty Council shall ensure that standards of evaluation are transparent with due regard to the principles of equity, diversity and inclusion. The FEC shall ensure the standards are consistently applied with due regard to those principles.

A6.03.11 Assessment of scholarship, research and innovation must incorporate provisions for different and diverse experiences and contributions to knowledge, including Indigenous knowledges and methodologies, along with different visions, values, cultural mores, methodologies and epistemologies in critical analysis.

Variances of responsibilities

A6.04.1 University responsibilities of an Academic Faculty member, as enumerated and described in Article A2, apply throughout the career of an Academic Faculty member. The weight assigned to the individual responsibilities may vary from year to year in accordance with this Article A6.04.

A6.04.2 The Dean must approve all variances. The Department Chair shall meet with each Academic Faculty member at least annually to discuss the performance of the Academic Faculty member (see Article A6.13) and to develop and agree to objectives for the succeeding reporting period.

A6.04.3 If variances are approved, the Academic Faculty member and the Department Chair shall enter into a written agreement (with a copy to the Dean). Such variations and agreements shall be for periods normally not longer than 5 years in duration or, in the case of appointment to administrative responsibilities, for the duration of such appointment.

A6.04.4 Variations may take into account increased responsibilities in one area, e.g. preparation for and introduction of teaching innovation, development of electronically based instruction materials, specified administrative responsibilities, special awards such as McCalla Professorships, and the like.

- A6.04.5 An Academic Faculty member may be assigned to professional or clinical responsibilities as a condition of their appointment. Such assignment shall be acknowledged in the weighting and evaluation of performance.
- A6.04.6 The evaluation of an Academic Faculty member whose duties include professional or clinical responsibilities shall explicitly take into account both the time required for such responsibilities and the assessments of the quality of clinical performance.
- A6.04.7 The Department Chair, in preparing for the evaluation of performance and recommendations of **increments Incrementation** (Article A6.13) shall take these variances into account.

Leaves

- A6.05 An Academic Faculty member who is on leave during the period of review will be assessed by FEC as follows:
- a) Discontinuance of academic responsibilities during periods of Maternity Leave, Parental Leave, Compassionate Leave, and Medical Leave (when the total of such periods of full-time leave is 6 months or less or part-time leave of 50% or less over the 12 months of an academic year) shall require the extrapolation of the performance for work done in the year to a full year. **increments Incrementation** will be awarded in accordance with Article A6.09;
 - b) ~~Periods of secondment, disability leave, Assisted Leave and other forms of leave with pay, with partial pay or with no pay of any length (as well as periods of any form of leave, or combination of leaves, which exceed 6 months of an academic year) shall not be considered in the evaluation of performance. Performance shall be cited in accordance with Article A6.10(c), where the Academic Faculty member has been on leave (or combination of leaves) as defined in Articles 8 and 9, and the Employment Standards Code, during the period of review exceeding 6 months in the aggregate;~~
 - c) Notwithstanding Article A6.05(b), an Academic Faculty member may request the Department Chair and FEC to take into account academic activities while on leave. The onus shall be on the Academic Faculty member in material appended to the Annual Report to demonstrate to the Department Chair why such activity should be recognized;
 - d) **Notwithstanding Article A6.05(b), an Academic Faculty member who is on Maternity Leave and/or related Medical leave, and/or Parental Leave for an aggregate period exceeding 6 months in any period of review shall be entitled to a salary increase (with respect to that period of review), determined at the Academic Faculty member's election by:**
 - i.) **the Academic Faculty member's performance in the period of review, as assessed by FEC, subject to Article A6.05(c); or**
 - ii.) **the average Incrementation the Academic Faculty member received, as assessed by FEC, in the last three review periods as available; or the value of a special 1.2 Incrementation award, if the Academic Faculty member's performance has not been assessed in any of the last three review periods;**

provided the Academic Faculty member is otherwise eligible to receive Incrementation.

Composition of FEC

A6.06.1 Subject to A6.18.11 and A6.21.5 (g) the composition of FEC shall be:

- a) Subject to Article A6.06 (d), 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, if more than two, and the terms of office of elected members.
- b) In non-departmentalized Faculties, the Dean, a tenured Academic Faculty member from the Faculty elected by Faculty Council as Chair, and at least 3 other tenured Academic Faculty members from the Faculty elected by Faculty Council. Faculty Council shall determine the number of elected members, if more than three, and the terms of office of elected members as well as the term of office of the Chair.
- c) One tenured Academic Faculty member from another Faculty (the PRC member) shall be appointed to FEC by the Provost from a list of Academic Faculty members, jointly created by the President and the President of the Association. The PRC member will:
 - (i) serve as a voting member of FEC;
 - (ii) serve on the PRC, (Article A6.02);
 - (iii) monitor the application of the Faculty's standards; and
 - (iv) serve for a term of either one, 2 or 3 years as determined by the Provost.
- d) In departmentalized Faculties, when FEC is considering an Academic Faculty member for renewal of probationary appointments or the award of tenure, the Academic Faculty members of the Department in which the Academic Faculty member holds the appointment shall elect one of the tenured Academic Faculty members of the Department to serve as an additional member of FEC to hear the case.

A6.06.2 Faculty Council may recommend to ARC that Article A6.06.1 be varied. With the prior approval of ARC, such variations shall replace Article A6.06.1 subject to such conditions as ARC may require.

Responsibility for review of performance

A6.07.1 FEC shall annually consider the performance of each 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 ~~the award of~~ **increments Incrementation**.

Distribution of Increments to FECs

A6.08.1 The Provost, following consultation with the Association, shall establish guidelines for the distribution of **increments Increments** to FECs.

A6.08.2 The number of Increments available to each FEC shall be determined in the negotiations in Article 2.

A6.08.3 The total number of Increments available to an FEC shall be inclusive of Increments for Department Chairs even though FEC may not ~~award such Increments determine~~ **Incrementation for Department Chairs.**

A6.08.4 Each FEC will fully distribute the maximum number of Increments available for distribution each year, plus or minus the greater of: i) 2% of the number of Increments available for distribution, and ii.) ~~4.0~~ **an** Increment. In special circumstances, the Provost, following consultation with AASUA, may permit an FEC to distribute Increments in an amount that is greater or less than that number.

Department Chair's Recommendation: ~~The award of Increments~~ Incrementation

A6.09.1 Each year, the Department Chair shall recommend to FEC whether an Academic Faculty member should receive ~~an Increment~~ **Incrementation** based on performance in the preceding 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:

- a) ~~a single Increment; an Increment~~
- b) ~~a multiple Increment, which may be one and one-half, double, two and one-half or triple a single Increment; a portion of Incrementation up to 3.0, which will bring the salary of an Academic Faculty member to the salary maximum of the Academic Faculty member's present rank;~~
- e) ~~a one-half Increment, which is one-half of a single Increment;~~
- d) ~~a partial Increment, which is an Increment that is less than a single Increment but not a one-half Increment and which will bring the salary of an Academic Faculty member to the salary ceiling of the Academic Faculty member's present rank;~~
- e) ~~a special Increment, which is an Increment that is greater than a single increment but not a multiple increment, which will bring the salary of an Academic Faculty member to the salary minimum of the next higher rank;~~
- f) ~~no Increment.~~
- g) ~~In addition to the above, Increments may be~~ **Incrementation** awarded in quarter Increments ranging from 0.50 to 3.00 inclusive (i.e., ~~0.50, 0.75, 1.00, 1.25, 1.50, 1.75, 2.00, 2.25, 2.50, 2.75, 3.00~~).
- h) **Zero Increment.**

A6.09.2 An incrementation award of less than ~~an Increment~~**4.0** is appealable.

Chair's Recommendation: ~~No Increment awarded~~ Reasons for Zero Increment

A6.10 If a Department Chair recommends that ~~no~~ **Zero** Increment be awarded to an Academic Faculty member, or if FEC decides that ~~no~~ **Zero** Increment be awarded to an Academic Faculty member, in either or both cases, the decision shall be cited as one of the following:

- a) ~~that maximum for rank has been reached and standards for promotion have not been met but performance is acceptable notwithstanding; that performance requirements for Incrementation have been met but the maximum for rank has been reached;~~
- b) that performance requirements for ~~an increment~~**Incrementation** have not been met ~~but performance is acceptable notwithstanding;~~
- c) that academic performance while on authorized leave could not be properly evaluated; or
- d) that academic performance is unsatisfactory and unacceptable.

Pro-rated Increment Incrementation in the Year of Appointment

- A6.11.1 An Academic Faculty member whose appointment takes effect in the period July 1 to October 1, inclusive, is eligible to receive ~~a full Increment at one of the values referred to in Article A6.09 Incrementation~~ on the next following July 1, **without proration.**
- A6.11.2 An Academic Faculty member whose appointment takes effect in the period October 2 to June 1, inclusive, is eligible to receive ~~a pro-rated Increment Incrementation~~ on the next following July 1, ~~the proportion of a full Increment depending prorated~~ based on the number of months they will have served by July 1. An Academic Faculty member whose appointment takes effect in the period June 2 to June 30, inclusive, will not be eligible to receive ~~an Increment Incrementation~~ on the next following July 1.

Promotion and awarding tenure

- A6.12.1 The promotion of an Academic Faculty member and the award of tenure shall be decided by FEC following review of the Academic Faculty member's performance over the complete career.
- A6.12.2 A recommendation for tenure, received by FEC in accordance with the procedures of Article A5, shall automatically include recommendation for designation as Associate Professor for those appointed as Assistant Professor.
- A6.12.3 Eligibility to apply for promotion or the award of tenure is determined as follows:
- a) An Academic Faculty member appointed as an Associate Professor on probation leading to consideration for tenure as described in Article A5.01.1 and whose current salary is within one Increment of, or is higher than, the salary minimum of Professor is eligible to make a joint application for tenure and promotion to Professor. In that event, FEC may decide not to consider an application for promotion, as the FEC deems appropriate. In that case, the FEC decision not to consider a promotion application is final and not appealable under Article A8. All other provisions of this Agreement shall continue to apply.
 - b) A tenured Academic Faculty member shall be eligible to apply for promotion to the rank of Professor when their current salary is within one Increment of, or is higher than, the salary minimum of Professor.

A6.12.3.1 Prior to submitting an application for promotion or the award of tenure, the Academic Faculty member is encouraged to consult with their Department Chair on the merits of their application.

- A6.12.4 An Associate Professor with tenure may apply to FEC to be considered for promotion to the rank of Professor. Such application shall be sent to the FEC Chair with a copy to the Department Chair prior to the specified date for submission of materials to FEC. (See Article A6.12.6).
- A6.12.5 Notwithstanding Article A6.12.3, an Academic Faculty member who is otherwise ineligible may apply for promotion if the Department Chair informs the Academic Faculty member of intention to recommend a multiple Increment or a special Increment sufficient to bring the salary of the Academic Faculty member to the salary minimum of Professor or higher and that the Department Chair will support promotion; consideration of such application by FEC shall be conditional on the award of the multiple Increment or the special Increment.
- A6.12.6 FEC shall determine procedures governing applications for promotion and for the award of tenure. Such procedures shall provide for the following:

- a) the documentation required to support the application;
- b) the requirements for references to support the application;
- c) the role of the Department Chair, the Academic Faculty member and the FEC Chair in obtaining the letters from referees and in obtaining any other independent documentation;
- d) the deadlines and timing for the submission of materials and for notification of decisions;
- e) the process by which materials submitted to FEC by the Academic Faculty member are provided to the Department Chair and vice versa;
- f) the process by which confidential materials are to be considered and the preparation of summaries thereof for the applicant;
- g) the provision of information about procedures to potential applicants and the responsibilities of the Department Chair or Dean;
- h) any other procedures FEC considers necessary.

A6.12.7 Upon receipt of the application for promotion and documentation under Article A6.12.4, the Department Chair shall decide either to support the application for promotion **and to recommend merit Incrementation consistent with A6.12.8** or to oppose the application for promotion at the FEC ~~meeting hearing~~ and shall so advise the Academic Faculty member through the Department Chair's submission to FEC under Article A6.14.1.

Incrementation for Promotion

A6.12.8 ~~The salary of an An~~ Academic Faculty member who is promoted shall be ~~awarded not less than a single Increment in conjunction with such promotion~~ **increased by the greater of:**

- i.) **Incrementation concurrently awarded to the Member, which shall not be less than an Increment; or**
- ii.) **the amount necessary, which is greater than 3.0, to increase the salary to at least the salary minimum of the applicable rank.**

~~A6.12.9 An Assistant Professor who is awarded tenure and who is promoted to the rank of Associate Professor shall be placed on the salary schedule at the salary minimum of Associate Professor unless the salary plus the Increment awarded in conjunction with the award already exceeds that amount.~~

~~A6.12.10 An Associate Professor who is promoted to the rank of Professor shall be placed on the salary scale at the salary minimum of Professor unless the salary plus the Increment awarded in conjunction with the award already exceeds that amount.~~

Annual review of performance

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 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.

Recommendation of the Department Chair

A6.14.1 Upon completion of the review under Article A6.13, and at least 15 days prior to the meetings of FEC, the Department Chair shall make a written submission **with sufficient rationale that allows the Academic Faculty member to understand the basis for the recommendation** to FEC with a copy to the Academic Faculty member concerning one of the following, depending on the case:

- a) a recommendation for **merit** Incrementation under Article A6.09;
- b) a statement as to whether or not the Department Chair supports an application for promotion to the rank of Professor;
- c) a recommendation under Articles A5.03.1, A5.03.2, A5.04.1 or A5.05.1

At the same time, the Department Chair shall advise the Academic Faculty member of the date of the FEC **meeting hearing**.

A6.14.2 Notwithstanding Articles A6.13 and A6.14.1, if an Academic Faculty member is in the last year of the probationary appointment, the review of the Department Chair shall cover the entire probationary period with respect to a recommendation to FEC under Article A5 as well as the year under review with respect to a recommendation to FEC under Article A6.09.

A6.14.3 During the period that the Academic Faculty member is serving a probationary period, the Department Chair shall annually, following the meeting under Article A6.13, advise the Academic Faculty member in writing of the Academic Faculty member's progress.

Confidential material

A6.15.1 Unless there is a contrary decision of Faculty Council, confidential academic evaluations of the work of an Academic Faculty member may be received by FEC. Such statements and material shall not be provided to the Academic Faculty member; rather, where the Academic Faculty member has the right to appear before FEC, the FEC Chair shall prepare a summary of the confidential material so received and provide the Academic Faculty member and the Department Chair with a copy thereof at least 10 days prior to the FEC hearing. The summary statement so prepared shall be in sufficient detail to enable the Academic Faculty member to know the case they have to meet.

A6.15.2 Under no circumstances shall confidential material rendered in proceedings under this Article A6 be used against the author thereof in collateral proceedings.

FEC procedures

A6.16.1 FEC shall use its best efforts to schedule its meetings so that:

- a) all decisions about renewal of probationary appointments and granting of tenure are reached by December 20; and
- b) all decisions about **Increments Incrementation** and promotion are reached by March 10.

The schedule shall provide for sufficient time for the consideration of contested cases.

- A6.16.2 A quorum for FEC shall be not less than 80% of the members of FEC. When FEC is considering tenure cases, the member added under Article A6.06.1(d) shall be present.
- A6.16.3 All decisions of FEC are by majority vote of the members present and eligible to vote.
- A6.16.4 FEC may permit resource persons to attend meetings to assist in the administration of its activities.
- A6.16.5 FEC is authorized:
- a) to approve the recommendations of Department Chairs made under Articles A5 and A6; or
 - b) not to approve such recommendations and to vary the outcome.
- A6.16.6 FEC may adjourn from time to time.
- A6.16.7 When FEC has reached a decision, the FEC Chair shall, as soon as possible thereafter and normally within 15 days of the decision, convey the decision in writing to the Academic Faculty member at the Academic Faculty member's University of Alberta email address. The decision shall take effect on the following July 1.
- A6.16.8 The Academic Faculty member may appeal the decision of FEC to the General Appeals Committee in accordance with Article A8.03.1.

Contested cases against Department Chair's recommendation

- A6.17.1 A contested case is one where the Academic Faculty member has the right to appear before FEC. An Academic Faculty member has the right where:
- a) the Department Chair recommends that less than a single Increment be awarded, except where the Academic Faculty member is within one Increment from the salary maximum of the rank and has not applied for promotion;
 - b) the Department Chair recommends that no further appointment be offered to an Academic Faculty member;
 - c) the Academic Faculty member applies for promotion and the application is not supported by the Department Chair;
 - d) cases arise pursuant to A6.19.1.
- A6.17.2 At least 10 days before the hearing, the Academic Faculty member shall advise the FEC Chair of the intention to appear or to submit material or both. Should the Academic Faculty member submit materials to the FEC Chair they shall be copied to the Department Chair and shall contain:
- a) a statement in reply to the recommendation of the Department Chair;
 - b) any written material relevant to the case; and
 - c) a list of names of persons the Academic Faculty member intends to call before FEC.

A6.17.3 At least 5 days before the hearing, the Department Chair shall submit to the FEC Chair, with a copy to the Academic Faculty member (subject to Article A6.15.1):

- a) a statement in reply to Academic Faculty member's submission;
- b) any written material relevant to the case; and
- c) a list of names of persons the Department Chair intends to call before FEC.

A6.17.4 Materials submitted to the FEC Chair shall be in electronic form, where feasible.

FEC hearings in contested cases against Department Chair's recommendation

A6.18.1 FEC is not bound by rules of evidence or procedures applicable to courts of law.

A6.18.2 Procedural rulings shall be made by the FEC Chair but are subject to reversal by majority vote of FEC.

A6.18.3 Except for material received under Article A6.15.1, if written material is disputed by either the Academic Faculty member or the Department Chair, FEC shall not receive the material unless the writer appears before FEC for questioning. If the writer is not available to appear, the FEC Chair shall rule on the admissibility of the material.

A6.18.4 Both the Academic Faculty member and the Department Chair have the right to call and question witnesses, to question one another and to present oral arguments.

A6.18.5 If an Academic Faculty member chooses to appear before FEC to present a case, both the Academic Faculty member and the Department Chair shall be entitled to be present during the presentation of the case.

A6.18.6 The FEC Chair shall determine the order of presentation of material, of directing questions and of oral arguments and shall advise the Academic Faculty member prior to the hearing. The FEC Chair retains the right to revise the order during the hearing as may become necessary.

A6.18.7 The Academic Faculty member shall present the case personally, except when the Academic Faculty member is on leave or sabbatical in which case the Academic Faculty member may appoint another Academic Faculty member to act as representative. The Academic Faculty member has the right to be accompanied by an advisor, but not legal counsel nor the Association.

A6.18.8 At the FEC hearing, additional material may be submitted by the Academic Faculty member and the Department Chair in exceptional circumstances, but FEC may, in its discretion, refuse such material where it is satisfied that the position of the Department Chair or the Academic Faculty member will be unfairly prejudiced or that an adjournment to deal properly with the material would carry the proceedings beyond the time limits specified in Article A6.16.1. When FEC accepts the additional material it may, at its discretion, elect to extend all time lines in order to permit the Department Chair or the Academic Faculty member to respond to the material.

A6.18.9 FEC has the right during the hearing to request additional material and to call further witnesses.

A6.18.10 The onus shall be on the Department Chair to satisfy FEC that, on the basis of the evidence submitted, the recommendation is appropriate.

A6.18.11 The Department Chair shall withdraw from the hearing of the FEC which considers the case following the hearing of witnesses and presentation of materials, i.e., before the deliberation

portion of the meeting, except where the Department Chair supports the position of the Academic Faculty member in which case the Department Chair shall attend the deliberation portion of the meeting and be allowed to vote.

A6.18.12 FEC is required to issue reasons for its decision and shall convey the decision in accordance with Article A6.16.7.

Preliminary position of FEC

A6.19.1 After initial consideration, FEC may not be prepared to endorse:

- a) a recommendation for a further appointment; or
 - b) an application for promotion which has been supported by the Department Chair;
- or, may be prepared;
- c) to award an Increment which is less than a single Increment or to award no Increment when the recommendation of the Department Chair was greater than the FEC is prepared to endorse; or
 - d) to cite a no Increment award as unsatisfactory and unacceptable when the recommendation of the Department Chair was not so to cite.

Such circumstances shall be considered as the preliminary position of FEC.

A6.19.2 In a case arising under Article A6.19.1, within 3 days after the end of the FEC meeting, the Department Chair shall inform the FEC Chair, in writing, whether the Department Chair (i) continues to support the original recommendation to FEC or (ii) now supports the preliminary position of FEC or (iii) now supports some other position. In the case of (iii), the Department Chair shall specify what that new position is and the reasons for supporting it.

A6.19.3 In a case arising under Article A6.19.1, the FEC Chair shall, within 5 days after the end of the FEC meeting, inform the Academic Faculty member, in writing, of the Department Chair's position and of the preliminary position of FEC, provide the Academic Faculty member with the issues of concern to FEC, and offer to meet with the Academic Faculty member to discuss the case.

A6.19.4 Notwithstanding Article A6.19.1(b), if the recommendation of the Department Chair is that an appointment with tenure be offered to the Academic Faculty member but FEC decides not to approve such a recommendation but, instead, decides to continue the present probationary appointment or decides to extend a second probationary appointment (under Article 12.16(c)) or decides to offer a second probationary appointment (under Article 12.14(a)), then such a decision is final and binding and the provisions of Articles A6.19.2 and A6.19.3 shall not apply.

Reconsideration of preliminary position by FEC

A6.20.1 The Academic Faculty member may, within 5 days of receipt of the information under Article A6.19.3, inform the FEC Chair, in writing, whether or not the Academic Faculty member wishes the case to be reconsidered by FEC. At the same time, the Academic Faculty member shall send a copy to the Department Chair.

A6.20.2 If the Academic Faculty member does not request reconsideration by FEC, the preliminary position of FEC shall be the decision of FEC and that decision shall be final and binding.

A6.20.3 If the Academic Faculty member decides that the case shall be reconsidered by FEC, the FEC Chair shall advise the Academic Faculty member of the time and place of the reconsideration.

FEC procedures for reconsideration hearing

- A6.21.1 At least 10 days before reconsideration by FEC, the Academic Faculty member shall submit to the FEC Chair with a copy to the Department Chair:
- a) a statement advising FEC whether or not the Academic Faculty member shall appear before FEC to present a case;
 - b) any material in response to the preliminary position of FEC as communicated to the Academic Faculty member under Article A6.19.3 and any other material relevant to the case;
 - c) a list of names of persons who shall attend the reconsideration by FEC as witnesses for the Academic Faculty member; and
 - d) a statement indicating the Academic Faculty member's minimum acceptable decision by FEC.
- A6.21.2 On receipt of the information/material under Article A6.21.1, the FEC Chair shall send copies to FEC.
- A6.21.3 At least 5 days before the reconsideration by FEC, the Department Chair shall submit to the FEC Chair, with a copy to the Academic Faculty member:
- a) a statement in reply to the Academic Faculty member's submission under Article A6.21.1 including a statement as to whether or not the Department Chair supports the minimum acceptable position of the Academic Faculty member;
 - b) any written material relevant to the case;
 - c) a list of names of any persons the Department Chair intends to call before FEC.
- A6.21.4 On receipt of the information/material under Article A6.21.3, the FEC Chair shall send copies to FEC and to the Academic Faculty member.
- A6.21.5 The general procedures for FEC hearings in contested cases (Articles A6.17.1 to A6.18.12) shall apply to reconsideration cases. However, the following special procedures shall apply to reconsideration cases:
- a) The FEC Chair shall open the proceedings by making a statement which summarizes the case to that point;
 - b) The Academic Faculty member then presents their case;
 - c) The Department Chair then makes a statement in response;
 - d) FEC may then question the Academic Faculty member, the Department Chair and any witnesses;
 - e) FEC then enters into the deliberation portion of the hearing.
 - f) At the deliberation portion of the hearing, the Academic Faculty member shall not be present;
 - g) At the deliberation portion of the hearing, the Department Chair shall not be present unless they support the Academic Faculty member's minimum acceptable decision by FEC, or greater, in which case the Department Chair shall participate in the deliberation portion as a regular FEC member.
 - h) FEC shall convey the decision in accordance with Article A6.16.7.

Composition and Responsibility of President's Review Committee

- A6.22.1 The PRC shall consist of a Chair, which shall be the President, and at least 12 persons appointed as PRC members under Article A6.06.1(c).

- A6.22.2 Each PRC member will have a vote. Where the vote of the PRC members results in a tie, the PRC Chair shall vote.
- A6.22.3 Each year, PRC will review and compare the implementation of FEC standards of performance related to the award of tenure or promotion to the rank of Professor.
- A6.22.4 PRC may review the standards of performance, and the implementation of those standards, in tenure or promotion to the rank of Professor decisions in any specific FEC. Such decisions may be referred to PRC at the request of any of the following people: the FEC Chair, the Dean of the Faculty, or the PRC member.
- A6.22.5 PRC may make recommendations in writing to FECs regarding their standards of performance, and implementation of those standards, in tenure or promotion to the rank of Professor decisions.
- A6.22.6 Following receipt of recommendations under Article A6.22.5, the FEC shall review its standards of performance, and the implementation of those standards, in tenure and promotion to the rank of Professor decisions. The FEC shall respond, in writing, to PRC within 6 months of receiving recommendations, and, where the FEC deems necessary, shall submit new draft standards of performance to the Provost (Article A6.03.7).

Article A7: Unsatisfactory and Unacceptable Academic Performance [WHOLLY AGREED]

- 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 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.
- 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 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 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) not approve the recommendation of the FEC Chair; or
 - b) penalize the Academic Faculty member, which 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.
- 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 a penalty be assessed by the Provost.
- A7.10 The Academic Faculty member may appeal the decision under Article A7.07 by so advising the Provost, in writing, within 10 days of the date of that decision.
- A7.11 Within 10 days of receipt of the notice of appeal under Article A7.10, the Provost shall establish a review board to consider the appeal. The membership of the review board shall be:
- a) one person who is familiar with the academic discipline of the Academic Faculty member appointed by the FEC Chair;
 - b) one person who is familiar with the academic discipline of the Academic Faculty member appointed by the Academic Faculty member; and
 - c) one person appointed by the other two appointees to chair the review board.
- A7.12 The review board shall consider the case and shall decide, on the balance of probabilities, whether or not the decision of the Provost under Article A7.07 should be upheld, varied or dismissed.
- A7.13 In its consideration of the appeal, the review board shall follow the procedures for arbitration in Article 15 except those set out in Articles 15.02, 15.05, 15.07.3, and 15.08.
- A7.14 Notwithstanding the provisions of Article 15.07.3, the onus shall be on the Academic Faculty member to establish, on the balance of probabilities, that the decision of the Provost should be quashed or varied.
- A7.15 The decision of the review board shall be final and binding.
- A7.16 Each party shall bear the fees and expenses of their own appointee to the review board under Article A7.11 while the two parties shall share equally the fees and expenses of the review board chair.
- A7.17 If the review board upholds the appeal of the Academic Faculty member and if FEC determines that the performance of the Academic Faculty member is unsatisfactory and unacceptable in either the following year or the next following year, the conditions would again exist for another referral under Article A7.01.
- A7.18 All dates and times established by this Article A7 may be varied by the mutual written consent of the Academic Faculty member, the FEC Chair and the Provost.

Article A8: Appeals

Definitions

A8.01 In this Article A8:

- a) "Advisor" means the person who will assist the Appellant or the Respondent at the hearing of the appeal. The Appellant or Respondent shall not have their own legal counsel at the hearing;
- b) "Appellant" means the Staff Member who has appealed;
- c) "Chair" means the Chair of the General Appeals Committee (GAC); and
- d) "Respondent" means the FEC Chair.

GAC membership

A8.02.1 Appeals under this Article A8 shall be heard by a committee to be known as GAC, the membership of which shall be:

- a) the Provost, or designate as Chair;
- b) three tenured Academic Faculty Members selected by the Provost from the list established in accordance with Article A8.02.2, none of whom shall be from the same Faculty as the Appellant; and
- c) subject to Article A8.02.3, two tenured Academic Faculty Members selected jointly by the President and the President of the Association, for the particular case at hand and who shall be from the same Faculty as the Appellant.

A8.02.2 The list referenced in Article A8.02.1 (b), shall consist of at least 12 tenured Academic Faculty Members who shall be appointed jointly by the President and the President of the Association. Membership on the list shall be for a term of 3 years, staggered, and a member may be reappointed. Selection of the 3 Staff Members to serve on a GAC shall be on a rotation basis, provided that if a Staff Member selected by rotation is unable to serve, the Provost shall select the next person in the rotation.

A8.02.3 Where the Appellant is from a departmentalized Faculty, the two Staff Members referred to in Article A8.02.1(c) shall not be from the same Department as the Appellant; however, if the President and the President of the Association agree, either or both of the Staff Members may be from the same Department as the Appellant.

A8.02.4 Notwithstanding the provisions of Articles A8.02.1(c) and A8.02.3, where the President and the President of the Association are of the opinion that, because of the limited size of the Faculty of the Appellant, the membership of GAC under those Articles is not appropriate, they may vary by agreement such membership, bearing in mind the principles of Articles A8.02.1(c) and A8.02.3 and after consultation with the Appellant and the Respondent.

A8.02.5 No members of the FEC whose decision is being appealed may be members of GAC.

A8.02.6 Subject to Article A8.02.7, the quorum of GAC shall be all the members provided for in Article A8.02.1.

A8.02.7 If, after a hearing commences, one GAC member appointed under Article A8.02.1(b) or one GAC member appointed under Article A8.02.1(c), or both, cannot continue to serve due to circumstances beyond the member's control as determined by the Chair, a quorum shall exist notwithstanding the absence of such member or members for the balance of the proceedings.

Right to appeal

- A8.03.1 A Staff Member may appeal the following decisions to GAC in accordance with the provisions of this Article A8, provided that the Staff Member has appeared before FEC to present a case or has submitted documentation to FEC to support a case:
- a) the decision of FEC not to offer a further appointment upon the termination of a probationary appointment;
 - b) the decision of FEC not to award promotion upon the application of the Staff Member; and
 - c) the decision of FEC **not to award an less than an Increment ~~or to award an Increment which is less than single in value.~~**
- A8.03.2 Where a Staff Member appeals under both Articles A8.03.1 (b) and (c), the appeals shall be consolidated and shall be heard and determined by GAC as one appeal.

Pre-hearing procedures

- A8.04.1 As soon as reasonably possible after the receipt of appeal documents by the Chair, the members of GAC shall be selected in accordance with Article A8.02.
- A8.04.2 Upon the selection of the members of GAC, the Chair shall notify the Appellant and the Respondent of the names of each member. Within one week of receiving notice of the names of the GAC members appointed under Articles A8.02.1 (b) or (c), the Appellant or the Respondent may file an objection in writing with the Chair to any such member sitting on the appeal on the ground of reasonable apprehension of bias, and such objection shall state the basis upon which it is made.
- A8.04.3 If the Chair is of the opinion that a reasonable apprehension of bias has been made out by the objector, the Chair shall take steps to have a replacement appointed in accordance with the procedures set out in Article A8.02.
- A8.04.4 A decision of the Chair under Article A8.04.3 may be made without a hearing and shall be final and binding.
- A8.04.5 Within 10 days of the date the decision of FEC is mailed to a Staff Member, the Staff Member may commence an appeal. The Staff Member shall file with the Chair a statement of appeal and enclose a copy of the letter advising the Staff Member of the FEC decision being appealed.
- A8.04.6 As soon as reasonably possible following receipt of the letter under Article A8.04.5, the Chair shall request of the Respondent a copy of all materials submitted to FEC.
- A8.04.7 Within 5 days of the date of the request in Article A8.04.6, the Respondent shall file with the Chair all materials submitted to FEC.
- A8.04.8 As soon as reasonably possible following the receipt of the materials in Article A8.04.7, the Chair shall send an indexed copy thereof to the Appellant.
- A8.04.9 Within 15 days of the date the material forwarded in Article A8.04.8 is mailed to the Appellant, the Appellant shall file with the Chair a detailed written statement which shall include:
- a) the basis on which the appeal is lodged, including a statement of the grounds on which the decision of FEC is considered to be inappropriate;

- b) the decision which the Appellant requests the GAC to make, such decision to be consistent with the powers of GAC as set out in Article A8.07.3;
- c) a list of those persons whom the Appellant wishes to appear before GAC as witnesses;
- d) the name of any Advisor, if any, who will accompany the Appellant at the GAC hearing; and
- e) such other material as the Appellant considers to be relevant that was not submitted in the proceedings before FEC recognizing that GAC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the Appellant could have presented the material or could have requested the Department Chair to have presented it to FEC.

A8.04.10 As soon as reasonably possible following the receipt of the materials in Article A8.04.9, the Chair shall send an indexed copy thereof to the Respondent.

A8.04.11 Within 15 days of the date the material forwarded under Article A8.04.10 is mailed to the Respondent, the Respondent shall file with the Chair a detailed written statement which shall include:

- a) a statement in reply to the statement and materials submitted by the Appellant under Article A8.04.9;
- b) the minutes of FEC, if any, as they relate to the Appellant;
- c) a list of those persons whom the Respondent wishes to appear before GAC as witnesses;
- d) the name of any Advisor, if any, who will accompany the respondent at the GAC hearing;
- e) a copy of the standards statement adopted by the Faculty Council of the Appellant in accordance with Article A6.03.1;
- f) as applicable, a copy of the position description and performance expectations;
- g) such other material as the Respondent considers to be relevant that was not submitted in the proceedings before FEC, recognizing that GAC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the party seeking to adduce the evidence could have presented it to FEC.

A8.04.12 Subject to Articles A8.09, as soon as reasonably possible following receipt of the material forwarded under Article A8.04.11, the Chair shall send an indexed copy thereof to the Appellant.

A8.04.13 Notwithstanding Articles A8.04.8 and A8.04.10, if the Chair is of the opinion that any of the material is too bulky for cost-effective reproduction, or is of no or of marginal relevance to the case, the Chair shall prepare a list of that material, together with a short summary of the content thereof, and shall forward such list and summary to the Appellant or Respondent, as the case may be. The original of the material shall be held available in the Chair's office for examination at any reasonable time by the Appellant, the Respondent and the members of GAC.

A8.04.14 Notwithstanding the time limits set out in Articles A8.04.9 and A8.04.11, the Chair, on the application of the Appellant or the Respondent, may extend in writing any of the said time limits where the Chair is of the opinion that the applicant for an extension has a reasonable ground for requesting such extension. The decision of the Chair may be made without a hearing and shall be final and binding.

A8.04.15 The Chair shall determine the time and place for a hearing of the appeal, such hearing to be held within a reasonable time after all materials have been filed pursuant to Articles A8.04.9 and A8.04.11, but no earlier than 6 weeks after filing of the notice of appeal.

A8.04.16 The Chair shall give at least 10 days written notice of hearing to the Appellant and the Respondent.

Hearing procedures

A8.05.1 GAC shall hold a hearing on the appointed date, time and place, and such hearing shall be restricted to GAC, Appellant, Respondent, Advisors, Witnesses and such resource personnel as GAC determines.

A8.05.2 GAC may adjourn the hearing from time to time.

A8.05.3 GAC **may tape shall normally** record the hearing and may use the **tape** recording during its deliberations. The Appellant and the Respondent, and their respective Advisors, may listen to the recording in the office of the Chair within 4 weeks of the issuance of the decision of GAC, but no copies may be made. The recording may be destroyed by the Chair at any time after 6 weeks of the date of issuance of the decision of GAC.

A8.05.4 The Chair shall make available to members of GAC a copy of all the materials filed with the Chair under this Article A8.

A8.05.5 At the hearing, GAC may not accept any written evidence that was not submitted in accordance with Articles A8.04.9 and A8.04.11 unless it is of the opinion that, with the exercise of reasonable diligence, the party seeking to adduce the evidence could not have done so in accordance with the said Articles.

A8.05.6 Subject to Articles A8.09, GAC may accept any oral or written evidence that it, in its discretion, considers proper, whether admissible in a court of law or not.

A8.05.7 GAC has the right to request additional material and to call and compel the attendance of further witnesses. If GAC obtains additional material it shall provide a copy to the Respondent and to the Appellant, subject to the confidentiality provisions of Article A8.09.1.

A8.05.8 GAC is not bound by rules of evidence or procedures applicable to courts of law.

A8.05.9 Both the Appellant and the Respondent have the right to call and question witnesses, to question one another and to present oral arguments.

A8.05.10 **Subject to Article A8.05.10.1**, the order of presentation at the hearing shall be as follows:

- a) **the Respondent's case presents their case, followed by any questions from the GAC and Appellant, in that order;**
- b) **the Appellant's case; if applicable, the Respondent's witness(es) present their statement, followed by any questions from the GAC and Appellant, in that order;**
- c) **rebuttal by the Respondent; the Appellant presents their case, followed by any questions from the GAC and Respondent, in that order;**
- d) **material and/or witnesses of GAC under Article A8.05.7, if any; if applicable, the Appellant's witness(es) makes their statement, followed by any questions from the GAC and Respondent, in that order;**
- e) **closing argument by the Respondent; rebuttal by the Respondent;**
- f) **closing argument by the Appellant; rebuttal by the Appellant;**
- g) **closing argument by the Respondent; and**
- h) **closing argument by the Appellant.**

A8.05.10.1 With the consent of the Appellant, the Respondent and the Chair, the GAC may modify the order of presentation as may be necessary to ensure a fair and/or efficient hearing.

A8.05.11 It shall be the responsibility of the Appellant and the Respondent to secure the attendance of the witnesses to be called by each.

A8.05.12 The onus of proof, which shall be on the balance of probability, shall be on the Appellant.

A8.05.13 Procedural rulings shall be made by the GAC Chair but are subject to reversal by majority vote of GAC.

Post-hearing procedures

A8.06.1 Upon the conclusion of the hearing or within a reasonable time thereafter, GAC shall deliberate in private and render a decision by majority vote.

A8.06.2 Subject to Article A8.02.7, all members of GAC shall vote, except for the Chair.

A8.06.3 Where the vote of the members of GAC is a tie, the Chair shall vote.

A8.06.4 The vote of the members of GAC shall be by secret ballot.

A8.06.5 The decision of GAC shall be set out in a written statement by the Chair, with reasons, and a copy thereof shall be sent to the Appellant and to the Respondent within two weeks of the conclusion of the hearing.

A8.06.6 The decision of GAC shall be final and binding.

A8.06.7 The decision of GAC shall normally be made no later than June 30 next following the date of the FEC decision.

A8.06.8 All binders of material are to be returned, except from the Appellant and Respondent, and destroyed. All notes are to be destroyed 6 weeks from the date of the decision.

Jurisdiction of GAC

A8.07.1 GAC shall:

- a) allow the appeal if it finds the decision to have been inappropriate based on the evidence before it; or
- b) dismiss the appeal.

A8.07.2 If GAC finds that there has been non-compliance with the procedures of this Agreement in the proceedings before FEC or in proceedings before GAC, it may, nevertheless, dismiss the appeal if it finds the decision of FEC to be appropriate.

A8.07.3 Where GAC allows the appeal, it has the power:

- a) in the case of an appeal of a decision by FEC not to offer a second probationary appointment, to award such an appointment;
- b) in the case of an appeal of a decision by FEC not to offer: an appointment with tenure upon the termination of a second probationary period; to award such an appointment or to extend the probationary period by one year (but only if such an extension has not been approved for an earlier year by FEC or GAC);

- c) in the case of an appeal of a decision by FEC to award less than ~~a single an~~ Increment ~~or no Increment~~, to replace FEC's decision with one which is more favourable to the Staff Member but such decision shall be restricted to: ~~a single an~~ Increment; a half Increment; **a three quarter Increment**; a partial Increment; or an alternative citation of ~~no Zero~~ Increment, (under Article A6.10);
- d) in the case of an appeal of a decision by FEC to award ~~no Zero~~ Increment, to uphold the decision to award ~~no Zero~~ Increment but GAC may change any identification as to meaning in the decision made under Article A6.10 to any other identification more favorable to the Appellant; and
- e) in the case of an appeal of a decision by FEC not to promote, to promote. ~~If FEC had awarded the Appellant less than a single Increment at the same time, the decision of GAC shall include the award of a single Increment. In conjunction with promotion, the Academic Faculty member's salary shall be increased in accordance with Article A6.12.8.~~

A8.07.4 GAC shall be bound by the standards approved under Article A6.03.1.

Time limits

A8.08 Except for the times established in Articles A8.04.9 and A8.04.11, to which Article A8.04.14 applies, all dates and times established by this Article may be varied by the mutual written consent of the Appellant, the Respondent and the Chair.

Confidentiality

A8.09.1 The Chair shall not forward any confidential material received under Article A8.04.11 (and described in Article A6.14.2) to the Appellant under Article A8.04.12 but, instead, shall send a copy of the summary of such material prepared under Article A6.14.1 to both the Appellant and Respondent. Similarly, the Chair shall not forward any confidential material received under Article A8.05.7 to the Appellant but, instead, shall send a copy of a summary prepared by the Chair to both the Appellant and the Respondent.

A8.09.2 A written instrument referred to in Article A8.09.1 shall be made available to members of GAC by the Chair, and may be taken into account by GAC in rendering a decision.

A8.09.3 Subject to Article A8.09.5, all written materials submitted in an appeal to GAC, together with all oral evidence and argument, shall be held in confidence by all persons involved in an appeal and shall not be disclosed to any person.

A8.09.4 Subject to Article A8.09.6, the deliberations of GAC shall be held in confidence by the members thereof and shall not be disclosed to any person.

A8.09.5 The confidential information described in Articles A8.09.3 and A8.09.4 may only be disclosed by a person involved in an appeal to another person:

- a) when required to do so by law; or
- b) to the extent necessary for the proper performance of the duties of the person involved in the appeal, and for the purposes of the appeal as determined by the Chair.

A8.09.6 Where disclosure of the confidential information described in Articles A8.09.3 and A8.09.4 is made in accordance with Article A8.09.5, the person disclosing the information shall do so only on the basis that it is disclosed to another person in confidence.

Article A9: Salaries and Benefits [WHOLLY AGREED]

Salaries

A9.01 The salary scale for Academic Faculty members is set out in Appendix A.6.

Supplementary Health, Dental and Ancillary Benefits

A9.02 Academic Faculty members are eligible to participate in the University benefit programs applicable to Academic Faculty members.

Universities Academic Pension Plan (UAPP) and Academic Supplementary Retirement Plan (ASRP)

A9.03.1 Academic Faculty members shall participate in the Universities Academic Pension Plan (UAPP).

A9.03.2 Academic Faculty members are eligible to participate in the Academic Supplementary Retirement Plan (ASRP).

Vacation

A9.04.1 Each Academic Faculty member shall be entitled to an annual vacation of 22 days.

A9.04.2 An Academic Faculty member who resigns with an effective date of resignation between September 1 and May 1, and who has not been able to take any or all of the vacation time earned between the immediately preceding July 1 and the effective date of the resignation shall receive, on resignation, an amount in lieu of vacation time missed. This amount shall be calculated on the basis of two days salary for each month between the immediately preceding July 1 and the effective date of resignation.

Article A10: Academic Reorganization [WHOLLY AGREED]

Preamble

A10.01 The Board and the Association acknowledge

- a) the importance of long range and strategic academic planning.
- b) that to serve the goals of the University of Alberta and to maintain an optimal learning and research environment, the University must have the flexibility to reorganize its academic programs and approaches to learning and to research; and
- c) that changes in academic programs are normally achieved through processes which do not adversely affect the employment status of Academic Faculty members.

A10.02 Academic planning may result in the Reorganization of academic programs; such Reorganization may follow a restatement of the University's mission, changes in the nature and delivery of programs, or changes in the demand for or need for a program.

A10.03 Academic planning, **including but not limited to academic planning** in accordance with the normal authority and procedures of GFC, may result in revisions to programs or restructuring of Departments or Faculties. For Academic planning which may result in the lay off of Academic Faculty members, the procedures of this Article A10 shall apply.

Definitions

A10.04 For the purpose of this Article A10,

- a) "Program" means a group of credit courses which, on completion, leads to the granting of a degree, diploma or certificate and shall be restricted to those Programs which require Ministerial approval in accordance with section 124(h) and regulations of the *Post Secondary Learning Act*.
- b) "Reorganization" means the reduction, deletion or transfer of a Program within the meaning of section 124(h) and regulations of the *Post Secondary Learning Act*.
- c) "Reduction" means a reduction in a Program and an anticipated reduction in the number of Academic Faculty members in the Program which, in accordance with section 124(h) and regulations of the *Post Secondary Learning Act*, follows or will result in a significant decrease in enrolment or a significant decrease in the length of a program. For the purpose of this definition, the reduction shall require a reduction of not fewer than 15% of the Academic Faculty members in the Program or 25 Academic Faculty members whichever is the lesser, but in no case shall the reduction of Academic Faculty members be less than 5.
- d) "Deletion" means the discontinuance of a Program and may include the closure of a Faculty or Department.
- e) APC means the Academic Planning Committee of GFC or any successor committee of GFC with the same general responsibilities.
- f) "Minister" means the Minister of Learning.

Preliminary Procedures

A10.05 A Reorganization may originate only from a recommendation from a Faculty Council to the Provost, or from a proposal by the Provost. When the Provost initiates discussion of a Reorganization, the Provost shall inform the Dean, shall provide supporting information, and shall meet with the Faculty Council to discuss the proposal.

A10.06 The Faculty Council shall have up to 4 months to consider and to respond to the information; the Dean shall present the response to the Provost at a special meeting of Faculty Council.

Process for Approval of Reorganization

A10.07 Following consideration of the Faculty Council's response, the Provost may prepare a recommendation for Reorganization of a Program to APC. The Provost shall include the response of the Faculty Council in A10.06 with the recommendation.

A10.08 If the Reorganization may result in a Reduction of a Program, the Provost shall also instruct the Dean to establish the committee required in Article A10.23.

A10.09 Upon receiving a recommendation for Reorganization, APC shall strike a sub committee which shall consider the recommendation. The sub committee shall have 6 members, 3 of whom shall be members of APC, and 3 of whom shall be appointed by agreement between the President and the President of the Association. No member shall be from the Program under consideration. The 6 members shall select one of their members to serve as chair, with power to vote. In the event of a failure to agree on the appointed members, either party may apply to the Chief Justice of the Court of Queen's Bench (who has the power to delegate) who shall select the members necessary to fill the membership.

A10.10 The sub committee may add to its membership one or two persons from the community or profession served by the Program when, in the opinion of the sub committee, such participation will assist the sub committee in its review; such additional members shall have full voting rights.

A10.11 A sub committee shall be struck for each recommendation for Reorganization.

A10.12 The sub committee shall receive and consider submissions about the Program and prepare a report for APC. Persons making submissions shall have the right to appear before the sub committee in open session to present their submissions. In all other respects, the sub committee shall be authorized to determine their own procedures.

A10.13 The sub committee shall submit a written report to APC within 30 days of the day that its membership is complete; a copy of the report shall be provided to the Association and to the Dean. The Provost may extend the deadline.

A10.14 APC shall consider the report and the recommendation of the sub committee and, either,
a) return the recommendation for Reorganization to the Provost for further consideration, or
b) reject the recommendation for Reorganization.

A10.15 If the sub committee fails to report, APC may proceed to consider the recommendation of the Provost for Reorganization without the benefit of a report.

A10.16 [Vacant]

A10.17 Decisions at APC on recommendations for Reorganization shall be by secret ballot.

A10.18 If APC is replaced by another committee of GFC, the replacement committee shall do what APC is required to do by this Article A10. The membership of the committees authorized to make decisions shall be as close to the membership anticipated by this Article A10 as possible.

A10.19 GFC shall consider the recommendation from APC and, either:
a) approve the recommendation for Reorganization (with or without changes) and forward its

recommendation to the Board;

- b) return the recommendation for Reorganization to the Provost for further consideration; or
- c) reject the recommendation for Reorganization.

A10.20 The Board shall consider the recommendation from GFC and, either

- a) approve the Reorganization and submit the proposal to the Minister under section 124(h) and regulations of the Post Secondary Learning Act; or
- b) return the recommendation to GFC for further consideration; or
- c) reject the recommendation for Reorganization.

A10.21 At each stage of the procedure, the Association shall be apprised of the proposals and recommendations and shall be permitted to submit advisory statements. At each stage of consideration of any Reorganization, the Association may send one or two observers (voice but no vote) to APC and to the sub committee of APC when the Reorganization is discussed.
Notice to Members

A10.22 When GFC approves a Reorganization, the Provost shall:

- a) inform the Dean, in writing and, if required, inform the committee under Article A10.23 that procedures for implementation must be completed within 20 days of such notice; and
- b) schedule a meeting with the Academic Faculty members who may be affected by the Reorganization to inform them of the procedures of this Article A10 and to discuss plans and timelines for the implementation of the Reorganization. The Association shall be invited to send representatives to the meeting.

Procedures

A10.23 For a Reorganization which involves the Reduction of a Program, the Faculty Council shall name an implementation committee to establish procedures and to select the necessary Academic Faculty members to be laid-off.

a) For non-departmentalized Faculties the committee shall be the FEC.

b) For departmentalized Faculties, the committee shall be either

1.1) the FEC, or

1.2) a committee of 7 members: the Dean shall serve as chair; 3 members shall be elected by Faculty Council from its members; 3 Department Chairs shall be elected by Faculty Council from the roster of Chairs.

c) The committee shall determine the procedures for layoffs. The committee shall forward the procedures to the Provost for approval with a copy to the Association. The Provost may refer the procedures back to the committee for reconsideration. The Provost may extend the deadline set in Article A10.22 (a), and shall not unreasonably deny a request for extension.

d) If the committee fails to report, the Provost, in consultation with the Dean, shall establish the procedures.

A10.24 For a Reorganization which involves Deletion the Dean shall inform the Academic Faculty members in the Reorganized Program of the number of positions which will be required for each year during which the Program is being deleted. Faculty members may apply for their preferred length of continuation on staff. The Dean shall assign periods of notice in accordance with such requests subject to the qualifications of the Academic Faculty members to teach the required courses.

A10.25 Within 15 days after the approval of the Minister under Article A10.20, the Provost shall convene a meeting of the Academic Faculty members affected by a Reorganization to inform them of the ramifications of the Reorganization and the subsequent procedures of this Article A10. The Association shall be invited to attend this meeting.

Faculty Member Options

A10.26 Each Academic Faculty member affected by the reorganization shall be considered, in order, for:

- a) a voluntary separation payment;
- b) re-assignment to another position at the University;
- c) retraining and subsequent re-assignment to another position at the University;
- d) layoff.

Voluntary Separation

A10.27 a) An Academic Faculty member affected by a Reorganization may apply for a severance package with the same severance formula and benefit eligibility as set out in the Voluntary Severance Incentive Plan (VSIP) (Article A11.08).

b) Applications shall be submitted to the Dean who, after consultation with the Department Chair, shall forward the application to the Provost, with recommendations for approval. Articles A11.13 to A.11.17 dealing with eligibility quotas and timing do not apply.

c) The Provost shall establish the timing and schedule for applications and decisions bearing in mind the circumstances of the particular Reorganization.

Reassignment

A10.28 a) An Academic Faculty member affected by a reorganization shall be entitled to identify, in writing to the Provost, any Department or Faculty for which the Academic Faculty member is qualified, and request to be considered for reassignment.

b) Following consultation with the Dean and Chair of the identified Faculty or Departments the Provost shall decide on the proposed assignment and shall advise the Academic Faculty member of the decision, in writing.

c) The Provost shall consult with the Association prior to making the decision.

d) The decision shall not be conditional on staff vacancies in the unit.

Retraining and Reassignment

A10.29 a) An Academic Faculty member affected by Reorganization may advise the Provost, in writing, of an interest in being reassigned to a position in another Department or Faculty for which the Academic Faculty member is not currently qualified but could become qualified after a period of paid study leave. The Academic Faculty member shall describe the study leave program, the qualifications to be obtained and an estimate of the time required to complete the program.

b) The Provost shall consult the Dean and Department Chair of the identified Faculty (and Department) and with the Association. The Provost shall decide on the proposal, and shall advise the Academic Faculty member, in writing.

Layoff

A10.30 If Academic Faculty members affected by a Reorganization do not accept voluntary severance and are not reassigned, they may be laid-off. In such a case, the Provost shall require the committee established under Article A10.23 to re-convene to determine the specific Academic Faculty members to be laid-off; in doing so, the committee shall apply the procedures approved by the Provost under Articles A10.23(c) or A10.23(d). The committee shall submit a list of names of Academic Faculty members to the Provost as its recommendation for specific layoffs. The Provost may establish a deadline for submission of such a list.

A10.31 Layoffs shall only be considered if the number of positions affected by the Reorganization is greater than the total number of Academic Faculty members who will reach normal retirement age in the academic year in which GFC makes the decision under Article A10.19 and the next two academic years.

A10.32 The Provost shall layoff Academic Faculty members on the recommendation of the committee under Article A10.30. If the committee fails to submit the recommendation, the Dean shall recommend to the Provost, with such a recommendation based on the procedures approved under Articles A10.23 (c) or A10.23 (d). The Provost shall inform the Academic Faculty members, in writing, with copies to the Association.

A10.33 Layoff under this Article A10 shall not be considered nor represented as dismissal for cause.

Notice and Severance

A10.34 The period of notice to individual Academic Faculty members may vary depending on the need to complete teaching commitments in the Program.

a) Notice of layoff shall be not less than 9 months **from the date on which the Academic Faculty member is advised, in writing, of the decision to lay-off the Academic Faculty member.**

b) An Academic Faculty member who resigns before the end of a notice period shall receive not less than 9 months' salary.

c) An Academic Faculty member who is given notice shall normally continue to perform regular responsibilities during that period. By mutual agreement, salary may be paid in lieu of notice.

~~d) The salary paid during a period of notice plus the severance shall not exceed the regular salary payable between the date of notice and normal retirement.~~

A10.35 An Academic Faculty member who is laid off shall receive a severance payment (in months of salary) of $18.67 - N$, where N is the number of months of notice as follows:

a) **the** minimum severance payment shall be 9 months' salary

b) The maximum severance payment shall be 15 months' salary.

A10.36 [Vacant]

A10.37 The Board shall provide, on request of an Academic Faculty member, relocation counselling services at a cost not to exceed \$5,000. The Board may provide access to University facilities, including office space, library privileges and computer services for up to two years, subject to availability.

A10.38 Severance shall normally be paid in a lump sum. An Academic Faculty member may request an alternative payment which may be arranged subject to applicable tax regulations and the

approval of the Provost.

Recall

A10.39 For a period of two full academic years following the Minister's decision under Article A10.25 the Provost shall not authorize the replacement of Academic Faculty members by other instructional staff or new instructional staff to be appointed in the Program. Should the Program be reinstated within that period, or a new Program be established which requires instructional staff with similar qualifications, or if instructional staff are required to deliver the same or substantially similar courses, persons who received a severance payment shall be informed of all such new positions.

- a) Faculty members on the recall list, who choose to apply for such positions, shall have the right of first refusal for appointments for which they are qualified, provided they inform the Dean within forty days of notification.
- b) If more Academic Faculty members apply than there are vacancies, the selection shall be made on the basis of the procedures in Article A10.23.
- c) If an Academic Faculty member is reappointed, the period between the end of the notice period and reappointment shall be considered as service at the University.
- d) Salary on reappointment shall be at the same rate as on termination adjusted for any scale adjustments in the interim.

Exclusion

A10.40 Faculty members who have appointments where continuation of appointment is contingent upon the continued funding of salary and benefits from an external granting agency (otherwise known as positions with "soft tenure") are not covered by this Article A10.

Article A11: Financial Emergency

Preamble

A11.00 The Board and the Association recognize that disruptions in the University's operating revenue may occur which may impact academic staffing. In such circumstances, the procedures of this Article A11 shall be followed.

Definitions

A11.01 In this Article A11:

- a) "Financial Emergency" means a condition in which the continued existence of the University of Alberta is placed in jeopardy by a deficit which has occurred or is predicted and projections show continuing deficits.
- b) "Eligible staff member" means an Academic Faculty members who, on the Termination date, would be at or above (1) the mean age or (2) the median age, whichever index provides the greater number of Eligible staff members, plus Academic Faculty members who, on the Termination date would be below the selected index age but who have at least 15 years of service at this University.
- c) "VSIP" means a voluntary severance incentive plan.
- d) "Termination date" means June 30 or December 31, whichever is the earlier, next following the end-date for submission of applications for VSIP (Article A11.18).
- e) "Savings" means the annual cost of salary and benefits deleted from the operating budget when an Academic Faculty member's position is deleted.

- f) "APC" means the Academic Planning Committee of GFC (or any successor committee with the same general responsibilities).

Financial Emergency Procedures

- A11.02 When the President is of the view that Financial emergency conditions exist, the President shall invite representatives of the Association to a meeting to discuss the University's financial circumstances, providing them information supporting that view.
- A11.03 The Association shall have up to 10 days to respond to the President and a second meeting between the President and representatives of the Association shall be convened to discuss that response.
- A11.04 If, following the meeting under Article A11.03, the President concludes that a Financial Emergency exists, the President shall initiate the procedures of this Article A11.
- A11.05 If the Association does not meet under Articles A11.02 and A11.03, the President may nevertheless initiate the procedures.
- A11.06 Concurrent procedural streams shall be initiated by the President: (a) a voluntary severance incentive plan (VSIP) (A11.07 - A11.18); and (b) determination of whether or not there is a Financial emergency (A11.19 - A11.36).

VSIP

- A11.07 An Eligible staff member may apply for severance under the VSIP, such application to be in accordance with the procedures of Articles A11.14 - A11.17.
- A11.08 The amount of the severance shall be a function of the number of years between the Termination date and of the normal retirement date of an Eligible staff member, in accordance with the following table.

Number of Years to Normal Retirement	Amount of Severance
0.5	10% of year's salary
1.0	20% of year's salary
1.5	30% of year's salary
2.0	40% of year's salary
2.5	50% of year's salary
3.0	60% of year's salary
3.5	70% of year's salary
4.0	80% of year's salary
4.5	90% of year's salary
5.0	100% of year's salary
5.5	105% of year's salary
6.0	110% of year's salary
6.5	115% of year's salary
7.0	120% of year's salary

7.5	125% of year's salary
8.0	130% of year's salary
8.5	135% of year's salary
9.0	140% of year's salary
9.5	145% of year's salary
10.0	150% of year's salary
Above 10.0	165% of year's salary

A11.09 [Vacant]

A11.10 [Vacant]

A11.11 The President shall announce implementation of the VSIP immediately following the decision under Article A11.04.

A11.12 When announcing the VSIP, the President shall, after consultation with the Association, advise of the amount of Savings predicted through the VSIP.

A11.13 Based on the predicted Savings under Article A11.12, the Provost shall allocate to each Faculty the number of applications which may be accepted for a VSIP severance payment. Such allocations shall be made following consultation with the Association. The total of such accepted applications shall be sufficient to allow the necessary Savings to be met.

A11.14 An Eligible staff member may apply for a VSIP payment to the Dean within the time limit set under Article A11.17.

A11.15 The Dean is authorized to approve such applications provided the allocations under Article A11.13 are honored.

A11.16 If applications exceed the number allocated to the Faculty, persons with the greatest number of years of service as a Staff Member shall be approved first.

A11.17 Applications for VSIP payments must be submitted no later than 3 days following the submission of the report by the Commission (under Article A11.29) or 30 days from its establishment (under Article A11.22), whichever is the later.

A11.18 [Vacant]

Determination of Financial Emergency

A11.19 The President shall, as soon as possible following the decision under Article A11.04, submit a proposal regarding Financial Emergency to APC for its consideration; the Association shall have the right to submit a statement to APC and to send one or two observers (voice but no vote) to APC meetings at which this matter is discussed.

A11.20 If, after consideration, APC concludes that a Financial Emergency exists, it shall so declare. From the date of the declaration, the procedures specified hereafter in this Article A11 shall apply. The declaration shall be issued within 10 days following receipt of the President's proposal.

- A11.21 Within 5 days following the declaration under Article A11.20, APC shall forward to the Association a copy of all financial documentation which was before APC.
- A11.22 Within 10 days following the declaration under Article A11.20, the President and the Association shall establish a Commission which shall review the declaration of APC and either (a) confirm it or (b) reject it. At the same time, the President and Association shall jointly invite submissions to the Commission.
- A11.23 The Commission established under Article A11.22 shall consist of 5 persons agreed upon by the President and the Association. If the President and the Association cannot agree on the 5 persons, either party may apply to the Auditor-General of Alberta who shall select the persons needed to fill the membership on the Commission.
- A11.24 If either party fails to undertake its responsibility under Article A11.22, then the other may select the members of the Commission.
- A11.25 The Commission shall select its own chair from among its 5 members.
- A11.26 The Commission shall have the right to inspect relevant University financial records.
- A11.27 The Commission shall meet within 10 days of the appointment of its last member.
- A11.28 Without restricting the generality of its authority and responsibilities, the Commission shall consider the following:
- a) whether the University's financial position (as evidenced from the total budget and not just the academic or salary components thereof) constitutes a budgetary crisis such that deficits projected are expected to continue;
 - b) whether in view of the primacy of academic goals at the University the reduction of academic staff is a reasonable type of cost-saving;
 - c) whether all reasonable means of achieving cost-saving in other areas of the University budget have been explored;
 - d) whether all reasonable means of improving the University's revenue position have been explored; and
 - e) whether enrolment projections are consistent with a proposed reduction in the academic staff complement.
- A11.29 Within 30 days of its establishment, the Commission shall submit a written report to the Board, with a copy to the Association and to APC.
- A11.30 If the Commission determines that a Financial Emergency exists, its report shall include a recommendation on the amount of the reduction required in the budgetary allocation for the salaries and benefits of Staff Members.
- A11.31 Within 10 days following the submission of the report by the Commission, the Board shall consider whether or not a Financial Emergency exists and, following such consideration, it shall make a decision on the matter. In its consideration the Board shall take into account any Savings which are expected through the VSIP under Articles A11.07 - A11.18.

Implementation of Financial Emergency

A11.32 If the Board declares that a state of Financial Emergency exists, it shall:

- a) specify the amount required for reductions in salaries and benefits of Academic Faculty members after application of the Savings;
- b) place a freeze on the hiring of instructional staff, with exceptions to the freeze to be agreed to by the Association;
- c) discuss with the Association possibilities of achieving the reductions required, with such discussions to be completed within 10 days of the Board's declaration under Article A11.31.

A11.33.1 If the discussions with the Association under Article A11.32(c) do not result in agreement on a method of reduction, the Board shall, within 10 days following such discussions, provide the Association with at least two possible methods of achieving the required reductions:

- a) through a reduction in salaries and salary scales for all Academic Faculty members applied in an equal percentage to all Academic Faculty members; or
- b) through the lay-off of Academic Faculty members; or
- c) at the Board's discretion, through a third option.

A11.33.2 In order to prepare for the possibility of lay-off under Articles A11.33.1 (b) or A11.33.1 (c), each Faculty shall be assigned a reduction target dependent upon its proportion of the total salaries of Academic Faculty members. Each departmentalized Faculty shall select the members of the committee to carry out the process under Article A11.23 with such selection to be completed within 15 days of the decision of APC under Article A11.20. The committee shall determine the procedures and submit these to the Provost, under Article A10.23(c), within 30 days of the decision of APC under Article A11.20.

A11.33.3 If the Academic Faculty members opt for Article A11.33.1(b) or A11.33.1(c) (with layoffs), the Provost shall require the committee established under Article A11.33.1/A10.23 to re-convene to determine the specific Academic Faculty members to be laid-off; in doing so, the committee shall apply the procedures approved by the Provost under Articles A10.23(c) or A10.23(d). The committee shall submit a list of names of Academic Faculty members to the Provost as its recommendation for specific layoffs. The Provost may establish a deadline for submission of such a list.

A11.33.4 The Provost shall decide on the recommendations submitted under Article A11.33.3 and advise the Academic Faculty members affected, in writing, with a copy to the Association.

A11.33.5 Severance and notice for Academic Faculty members who are laid-off under Articles A11.33.3 and A11.33.4 shall be the same as for those who are laid-off under Article A10. The specific Termination dates under Article A10.01 (d) shall not apply.

A11.34 The Board's proposals under Article A11.33.1 shall be put to a vote of Academic Faculty members affected, with such a vote to be completed within 20 days of the Board's submission under Article A11.33.1. If more than two options are provided, the vote shall be by preferential ballot.

A11.35 The vote of the Academic Faculty members under Article A11.34 shall be final and binding upon the Board, the Association and the Academic Faculty members.

A11.36 Any changes to salaries/salary scales and benefits of Academic Faculty members resulting from application of Articles A11.32 - A11.35 shall be made notwithstanding the provisions of Articles 2.12 - 2.20 for the time specified in the proposals under Articles A11.32 - A11.35.

Exclusion

A11.37 Academic Faculty members whose appointments are contingent upon continued funding of salary and benefits from an external granting agency (also called "soft tenure") are not covered by this Article A11.

Article A12: Delegation [Wholly Agreed]

A12.01 The Board confirms delegation of its powers, duties and functions for the performance of its responsibilities contemplated by the terms of the Common Agreement and this Schedule A (with the power to subdelegate as set out in this Article), including responsibilities assigned to a person or committee pursuant to:

- a) Article A1 – Appointments
- b) Article A5 – Probation and Tenure
- c) Article A6 – Faculty Evaluation
- d) Article A7 – Unacceptable Academic Performance
- e) Article A8 – Appeals
- f) Article 7 – Discipline
- g) Article A10 – Academic Reorganization
- h) Article A11 – Financial Emergency

A12.02 The authority of any party described in Article A12 to delegate responsibilities under this Article includes the authority to revoke those delegated responsibilities and to exercise those responsibilities directly. The revocation of a delegated responsibility does not nullify decisions, orders, directions or recommendations made at the time the delegation of responsibilities remained in effect.

~~A12.03 A senior officer of the University (including a chair, a Dean, and the Provost) may delegate to another officer of the University or to an Academic Faculty member any of the responsibilities assigned in the Common Agreement and this Schedule A to the senior officer, subject to approval in writing by the officer to whom the senior officer reports. The President may delegate any responsibility of the President to another officer of the University or to an Academic Faculty member.~~

~~Except where expressly limited, delegation of duties and responsibilities set out in the Common Agreement or Schedule A may occur to and from individuals in the role of President, Provost, Deputy Provost, Vice-President, Academic Administrator and Department Chair, or to an Academic Faculty member, with the written approval of the person to whom the delegator reports. (The President may delegate without such written approval.)~~

~~A12.04 "Acting" when referring to an officer of the University (President, Vice-President, Dean, Department Chair or other officer) means a person designated to act for the officer during the officer's absence; the person who is acting shall have the same authority and responsibility during appointment as the officer has under the terms of the Common Agreement and this Schedule A.~~

A12.05 The President of the Association may delegate any responsibility to another member of the executive of the Association or to the Executive Director of the Association.

- A12.06 A Faculty Council may recommend, and the Provost may approve, delegation of any responsibility of a Faculty Council to such persons or groups designated by the Faculty Council.
- A12.07 The FEC Chair in a non-departmentalized Faculty may recommend, and the Provost may approve, delegation of any responsibility of an FEC Chair to the Dean of the Faculty.
- A12.08 All delegations of responsibility and revocations of delegation under this Article shall be in writing.
- A12.09 If, in the Common Agreement or this Schedule A, a decision is to be made by the Association, the decision shall be made by the President of the Association subject to such restriction as the Association, acting in accordance with its bylaws, may determine. Any Association policy which restricts the ability of the President of the Association to act shall be communicated in writing to the Provost.

[Wholly Agreed]



Appendix A.1: Letter of Appointment

[Office Name]

[Name]
[Address]

[enter date]

Dear [Name]:

On behalf of the Governors of the University of Alberta, I am pleased to offer you a formal appointment to the academic staff of the University of Alberta. Should you accept this offer, your appointment will be governed by the Collective Agreement, including Schedule A for Academic Faculty Members, which can be found at https://www.ualberta.ca/faculty-and-staff/my-employment/collective-agreements-and-handbooks as well as the terms of this Letter of Appointment and Supplementary Conditions and attached Appendices (the "Appointment Contract"). The Collective Agreement may be amended in accordance with its terms and such amendments are binding upon you, as are any amendments to this Appointment Contract.

The specific terms of this Appointment Contract are as follows:

- 1. Rank/Position/Title:
2. Faculty:
Department:
3. Effective Date:
Probationary Period: to June 30,
4. Annual Compensation: \$ Base Salary
5. You will be subject to all Rules, Regulations and Policies of the University as may be promulgated or amended from time to time.

The return of one signed original copy of this Appointment Contract to the undersigned by , [OR within one month of the date of this letter] will constitute your acceptance of this appointment.

This appointment is expressly contingent on your continuing eligibility for employment in Canada and upon the University receiving confirmation, if required by the appropriate federal government department or upon request by the University, of your continuing eligibility for employment in Canada. Loss of your eligibility for employment in Canada or a failure to provide confirmation of your eligibility for employment in Canada (i.e. work permit and/or permanent or temporary residence visa) will render the appointment null and void.

All personal information collected by the University of Alberta for the purpose of employment shall be collected under the authority of Section 33c of the Alberta Freedom of Information and Protection of Privacy Act (FOIPP) and will be protected under Part 2 of that Act. Certain information will be made available to federal and provincial departments and agencies under appropriate legislative authority. For further information regarding the collection and use of the personal information, contact Human Resource Services, 2-60 University Terrace, University of Alberta. Phone: 492-4555.

THIS LETTER OF APPOINTMENT AND SUPPLEMENTARY CONDITIONS AND ATTACHED APPENDICES CONSTITUTES THE ENTIRE APPOINTMENT CONTRACT BETWEEN THE PARTIES. NO TERMS, CONDITIONS, WARRANTIES, PROMISES OR UNDERTAKINGS OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, EXIST BETWEEN THE PARTIES WITH RESPECT TO THIS APPOINTMENT CONTRACT EXCEPT AS CONTAINED HEREIN OR ATTACHED HERETO. THIS APPOINTMENT CONTRACT MAY BE AMENDED, CHANGED OR MODIFIED ONLY BY FURTHER WRITTEN AGREEMENT BETWEEN THE PARTIES.

Yours sincerely,

[Name]
Dean, Faculty of [Faculty]

Received by University

[Empty box for University receipt signature]

ACCEPTANCE

I hereby acknowledge receipt of the original hereof and accept the Appointment referred to and the terms and conditions set forth.

Dated at _____
(City)

(Year)

This _____ day of _____, _____
(Day) (Day) (Month)

Signature

Appendix A.2: Annual Report [Wholly Agreed]

1. Requirement to Report

- 1.01 Each Academic Faculty member shall submit an Annual Report. (A2.05)
- 1.02 The Annual Report shall provide information on the University responsibilities during the reporting period.
- 1.03 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 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 Report shall be submitted to the Dean.
- 2.03 Faculty members who are in divisions of Faculties or Departments shall, in addition, submit a copy of the Annual Report to the division Chair or Head.
- 2.04 Department Chairs shall submit their Annual Reports to the Dean, with a copy to the Provost.

3. Format of the Report

- 3.01 The format of the Annual Report may vary by Faculty; the Faculty Council shall approve the format of the report. **The format includes the way in which the Annual Report is structured or designed (electronic or otherwise) and its contents.** Annual Reports shall provide at least the information required in 3.02 of this Appendix.
- 3.02 The Annual 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, 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 Report may include a section on supplementary professional activity.
- 3.04 The Annual 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 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 Report

- 4.01 The Annual Report shall be used by the Department Chair in preparing recommendations to the Faculty Evaluation Committee.
- 4.02 The Annual Report shall be made available to the Faculty Evaluation Committee and to a General Appeals Committee.
- 4.03 The Annual 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 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 Report is made available beyond the Faculty Evaluation Committee, the Academic Faculty member shall be informed.

Appendix A.3: Detailed Procedures for Sabbaticals

A. Eligibility (Reference: Article A4.01)

- 1. The Academic Faculty member must have an appointment with tenure when they are on sabbatical. Faculty members who anticipate having tenure prior to the proposed sabbatical period may apply for sabbatical provided that the number of years of eligible service requirement is met.
- 2. Regarding prior service at the University of Alberta:
 - a) In the event that an Academic Faculty member had full-time academic service at this University prior to appointment as a tenurable Academic Faculty member, then such service will normally be counted as service in determining sabbatical eligibility. Such service would include service as a member of the fulltime temporary academic staff, full-time research staff (paid from trust), etc. It does not include the following service: (a) as a postdoctoral fellow; and (b) as a part-time Staff Member.
 - b) In the event that an Academic Faculty member had prior service as a full-time sessional lecturer and such service covered a full academic session (September 1 - April 30) then that period will be considered as one year in determining sabbatical eligibility.
 - c) The prior service referred to in 2.a) and 2.b), above, must have been in the academic year(s) immediately preceding the Academic Faculty member's appointment to the tenurable staff.
 - d) The prior service referred to in 2.a) and 2.b), above, shall not exceed two years. That is, sabbatical eligibility service shall include no more than two years of prior service.
- 3. A person who joins the full-time faculty of the University of Alberta directly from a tenured faculty position at another university is eligible to use up to two years of such service in determining sabbatical eligibility at this University. Such service may only be used for a first sabbatical and that sabbatical must be for one year. (This provision is not available to Academic Faculty members who joined the staff before July 1, 1993).

4.
 - a) Leave periods are not normally counted as service in determining sabbatical eligibility. In no case will periods of sabbatical, Assisted Leave and leave without pay be counted as service.
 - b) In the event that an Academic Faculty member was on leave without pay from a portion of duties, then the portion of service with pay during such a period will be counted as service, on a proportional basis, in determining sabbatical eligibility. For example, if an Academic Faculty member is on leave without pay from one third of duties for one year, then the Academic Faculty member will be granted 0.67 years service for that year in determining sabbatical eligibility.
 - a) In the event that an Academic Faculty member's services were loaned to another institution through a secondment arrangement, then such period may be included as service in determining sabbatical eligibility depending on the nature of the secondment. If the loan secondment arrangement has been entered into at the instigation of the University rather than that of the Academic Faculty member, then such period will be counted as service. However, if the secondment arrangement had been entered into at the instigation of the Academic Faculty member as a convenience with respect to employee benefits, etc. then the period will not be counted as service. This question should be determined prior to an Academic Faculty member being approved for secondment.
5. An Academic Faculty member who is eligible for a full year sabbatical but opts for a 6 month sabbatical and takes such sabbatical is not eligible for a full year sabbatical until the Academic Faculty member has served for 6 years following the expiry of the 6-month sabbatical. (But see point E.4. below.)
6. In the event of a dispute with respect to the eligibility of an Academic Faculty member for sabbatical, such a dispute shall be referred to the Provost for decision.

B. Applications (Reference: Article A4.02)

1. Applications for sabbatical, via the prescribed application form, are to be in the hands of the Dean by October 15 for sabbaticals to take effect in the next academic year.
2. In the case of departmentalized Faculties, an application is to be submitted to the Dean through the appropriate Department Chair who shall indicate their recommendation on the form and forward it to the Dean by October 15.
3. On receipt of the applications, the Dean provides copies to FEC.
4. The applicant may attach additional documentation to the application if it is felt that such material will be of assistance in the consideration of the application.
5.
 - a) If an Academic Faculty member has a joint appointment in two (or more) Departments in the same Faculty, the application for sabbatical shall be routed through each Department Chair to the Dean. Each Department Chair shall insert comments and recommendations on the application.
 - b) If an Academic Faculty member has a joint appointment in two Faculties, the application for sabbatical shall be submitted to the Dean of the home Faculty for decision. However, the application shall be routed in such a way that each Department Chair involved shall

insert comments and recommendations on the application form prior to it being sent to that Dean. (If the away portion of an Academic Faculty member's appointment is in a nondepartmentalized Faculty, the application should be routed through the Dean of that Faculty prior to it being sent to the Dean of the home Faculty.)

6. The Council of the Faculty of Graduate Studies and Research adopted the following resolution in 1973:

Staff members who intend to take sabbatical during a period in which they have graduate students under their supervision shall submit to the Chair of their department and to the graduate student involved a written statement describing the arrangements which have been made to provide satisfactory supervision of their student(s) during the sabbatical, and as well nominate a member of the department who will be empowered to act on behalf of the supervisor in matters pertaining to the graduate student(s). After approval by the Chair of the department a copy of this statement should be forwarded to the Dean of the Faculty of Graduate studies and Research.

If possible, the Staff Member should make the above arrangements prior to applying for sabbatical and attach the relevant documentation to the application. If these arrangements are not completed prior to applying the Staff Member should include a statement in the application to the effect that the Graduate Studies procedure will be followed prior to the sabbatical.

7. Applications for sabbatical by Department Chairs, Associate Deans and Assistant Deans shall be submitted to the Dean and considered in the same way as those for regular faculty, i.e.), decision by the Dean on the recommendation of the FEC.

8. [vacant]

9. In the event that the Academic Faculty member wishes to change the sabbatical program from that approved by the Dean, they must resubmit the application for reconsideration. The new application shall set out the details of the new program and the reasons for the revision.

C. Limitations on Number of Sabbaticals Awarded (Reference: Article A4.02)

1. The number of sabbaticals approved for a given academic year shall not exceed 10% of the number of Academic Faculty members in a given Faculty.
2.
 - a) The total number of Academic Faculty members in a Faculty on which the limit calculation is based will be the number of fulltime tenurable faculty positions (excluding Academic Administrators) in the approved budget for the Faculty in the year prior to the year in which the sabbaticals are to be taken. The Provost shall advise each Dean of this total (and therefore, of the maximum number of sabbaticals for each Faculty) by October 15. APO, Librarian and Faculty Service Officer positions will not be included in the count which determines the number of faculty eligible for sabbatical.
 - b) The number of sabbaticals will be determined on an FTE basis. A full year leave 1.0; a 6-month 0.5.
 - c) In the event that the 10% maximum calculation provides a number which is neither a whole number nor a number which is exactly at a one half interval, then the maximum number of sabbaticals will be taken to the next higher one half interval. For example, if a Faculty had 66 positions, the exact calculation would provide 6.6 sabbaticals; in such a case, the effect of this rule is that the Faculty would have a maximum of 7.0 sabbaticals.

Similarly, if the Faculty had 64 positions, although the exact calculation indicates 6.4 sabbaticals, the Faculty would be allowed 6.5 sabbaticals.

3. An Academic Faculty member who has a joint appointment in two Faculties, will be counted as one in the home Faculty. The total number of Faculty positions in such a Faculty will be adjusted accordingly.
4. In the event that a Faculty does not fully utilize its sabbatical quota in a given year, the Faculty may carryforward the underutilization to subsequent sabbatical years provided that the carryforward shall not exceed 10% of the quota for the given year, with fractions taken to the next higher one half (0.5) sabbatical in accordance with the following table:

Sabbatical Quota	Maximum CarryForward
1.0 - 5.0	0.5
5.5 - 10.0	1.0
10.5 - 15.0	1.5
15.5 - 20.0	2.0
20.5 - 25.0	2.5
25.5 - 30.0	3.0
30.5 - 35.0	3.5
35.5 - 40.0	4.0

D. Recommendations (Reference: Article 4.02)

1. In the case of an Academic Faculty member in a departmentalized Faculty, application for sabbatical is to be submitted to the Dean through the appropriate Department Chair who, after reviewing the application, will attach their recommendation to it and send it to the Dean.
2. In making a recommendation to the Dean, the Department Chair can touch upon any aspect of the proposed sabbatical, e.g., the sabbatical program, the merit of the applicant, relative merits of all the Department's applicants and their sabbatical programs, needs of the Department during sabbatical, arrangements for supervision of graduate students, financial considerations, etc.
3. In the case of an Academic Faculty member whose appointment is held jointly in two (or more) Departments, each Department Chair shall submit a recommendation with respect to the application.

4. The Department Chair must submit the application of an Academic Faculty member to the Dean for consideration. The Department Chair may not reject an application for sabbatical.

5. The Dean provides a copy of the application to FEC.

E. Decision (Reference: Article A4.02)

1. Article A4.02 provides that the FEC shall consider all applications for sabbaticals and recommend to the Dean as to which sabbaticals should be approved or not approved. Upon consideration of FEC's recommendations, the Dean makes a decision on the applications.

2. In their consideration of applications for sabbaticals, the FEC and Dean shall consider the proposed programs to determine whether they are meritorious and whether they will be to the mutual advantage of the Academic Faculty member and the University. The FEC and Dean shall also take into account the effect which a sabbatical would have on the operations of the Faculty and/or Department, the financial resources available for replacements of staff, the recommendation of the Department Chair, the arrangements made for covering graduate students being supervised by applicants and such other matters as the Dean feels are relevant in reaching decisions. It is clear that detailed procedures with respect to sabbatical decisions may vary from Faculty to Faculty so long as the general University-wide procedures are observed. For example, in Faculties where the number of applications exceeds the 10% limit, the procedures for turning down applications so that the limit is not exceeded may well vary from Faculty to Faculty; some sort of ranking process will undoubtedly occur, perhaps within departments in the first instance and subsequently in the Faculty. In addition, different Faculties may have different ways of handling the matter of sabbatical replacement appointments and these may have an effect on the sabbatical decision process.

3. Article A4.02.9 states that when an Academic Faculty member is granted sabbatical and the Department Chair or Dean, for the purposes of the normal operation of the Faculty/Department, deems that the work of the Faculty/Department would be unduly hampered, an Academic Faculty member may be required to defer the sabbatical for 6 to 12 months. Such time shall nevertheless be counted toward eligibility for a succeeding sabbatical. The following rules shall apply in this case:

a) In order for the effect of the clause to be achieved, an Academic Faculty member must actually apply for sabbatical. Simply being eligible is not sufficient.

b) The provisions of Article A4.02.9, i.e., deferral of sabbatical, do not apply in the case of an Academic Faculty member whose application was denied due to the 10% limit for the Faculty. The provision applies only in the case of an Academic Faculty member whose application was denied because the work of the Department would be unduly hampered if the Academic Faculty member were granted the sabbatical.

c) If an Academic Faculty member is required to defer a full year sabbatical for one year and takes it at that later time, then the Academic Faculty member is eligible for a subsequent full year sabbatical 5 years after returning from the delayed sabbatical or for a subsequent 6-month sabbatical two years after returning from the delayed sabbatical. For example, assume that an Academic Faculty member had applied for a sabbatical for the period July 1, 1993 June 30, 1994 but was required to defer such sabbatical to the period July 1, 1994 June 30, 1995. If the Academic Faculty member went on the delayed sabbatical, they would be eligible for a subsequent full sabbatical in the period July 1, 2000 June 30, 2001 and for a subsequent 6-month sabbatical in the period July 1, 1997 June 30, 1998.

- d) If an Academic Faculty member is required to defer a sabbatical under the provisions of Article A4.02.9 but chooses not to take such delayed sabbatical during the next sabbatical year, then there will be no reduction in the years of eligible service required for subsequent sabbaticals.
 - e) If an Academic Faculty member is required to defer a sabbatical and chooses to accept such a delayed sabbatical, that will be considered as a first call on the sabbaticals to be awarded by the Faculty in that year. That is, such sabbatical will not be competition with other applications for that year.
 - f) If an Academic Faculty member applies for sabbatical, is awarded it as requested and subsequently decides voluntarily not to take it, there will be no reduction in the years of eligible service required for future sabbaticals. In addition, the Academic Faculty member would be required to reapply in the regular manner for future sabbaticals.
 - g) If there are insufficient funds to enable adequate replacement of an Academic Faculty member while on sabbatical and the Academic Faculty member is thereby denied such sabbatical, this will be interpreted as falling within the intent of Article A4.02.9. That is, such an Academic Faculty member will be placed on the deferred list and may take such sabbatical in the following sabbatical year.
 - h) If an Academic Faculty member is required to change the dates of a 6-month sabbatical from July 1 December 31 to the next succeeding January 1 June 30 and takes such sabbatical, Article A4.02.9 shall not apply. That is, the deferred time of 6 months shall not be counted toward the eligibility for a succeeding sabbatical.
4. If an Academic Faculty member is eligible for a full year sabbatical and applies for it but is offered a choice between a 6-month sabbatical and a deferred sabbatical (full year) because the normal operations of the Department would be hampered by a full year sabbatical (Article A4.02.9) and if the Academic Faculty member takes the 6-month sabbatical, then they are eligible for a full year sabbatical 3 years from the expiry of the 6-month sabbatical.
5. a) Decisions with respect to sabbatical in the next sabbatical year should be made no later than January 1.
- b) The decision reached regarding an application for sabbatical shall be one of the following:
- i) sabbatical is granted;
 - ii) sabbatical is denied;
 - iii) sabbatical is deferred to the next sabbatical year in accordance with the provisions of Article A4.02.9.
 - iv) application is placed on a waiting list pending withdrawal by approved applicants. (Such a waiting list should be used in the event that the Faculty was at the 10% limit for the number of sabbaticals.)

Note: Should the reason for placing an application in category iii) cease to exist (e.g., additional replacement funds) the applicant may be offered a choice between immediate sabbatical and a deferred sabbatical.

- c) When the Dean has reached a final decision with respect to an application for sabbatical, the applicant shall be advised immediately by the Dean of that decision. In the case of approved sabbaticals, the Provost will formally advise the Academic Faculty member of the approval; at the same time, they will send the Academic Faculty member the various documents which are to be completed by the Academic Faculty member and returned to the appropriate office.

F. Appeal of Sabbatical Decision (Article A4.02.7)

Article A4.02.7 provides that an Academic Faculty member may appeal the decision of the Dean not to approve a sabbatical application where FEC has recommended approval and if the quota for the Faculty has not been met or exceeded. Such appeal is submitted to the Provost within 15 days following receipt of the Dean's letter advising that the sabbatical has not been approved. The decision of the Provost is final.

G. Outside Employment/Remuneration While on Sabbatical (Reference: Article A4.03.3)

Under the provisions of Article A4.03.3, an Academic Faculty member on sabbatical may receive assistance in the form of grants or scholarships with no effect on the sabbatical salary. Supplementary professional activities undertaken during sabbatical are covered by the provisions of Article A3, as if the Academic Faculty member were performing regular faculty responsibilities. For example, if an Academic Faculty member proposed to teach at another institution, this would be considered as a major supplementary professional activity and, as such, permission to do so would be required from the Department Chair/Dean; in addition, the sabbatical program should make reference to the proposed activity.

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% of that salary rate. An Academic Faculty member shall receive a salary of 85% 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 prior to July 1, 2019. An Academic Faculty member shall receive a salary of 90% 95% 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.
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.

J. Report Following Sabbatical (Reference: Article A4.03.8)

1. The Academic Faculty member is required to submit a report concerning their activities during sabbatical on return from such sabbatical. Copies of the report are to be submitted to the Dean and Department Chair. In nondepartmentalized Faculties a copy is to be sent to the Dean and, where appropriate, to the Academic Faculty member's division Chair or Head.
2. The report is to be submitted within 3 months of return from sabbatical.
3. There is no set format for the sabbatical reports and these may vary from Department to Department and Faculty to Faculty. The Academic Faculty member should check with the appropriate Dean and/or Department Chair in this regard prior to the preparation of the report.

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% 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% level. For example, if an Academic Faculty member's basic salary were \$50,000, then the usual sabbatical salary would be 82.5% of that amount or \$40,000. If the Academic Faculty member received a \$4,000 sabbatical research grant, then the salary portion would be reduced to \$36,000.
2. A sabbatical research grant component of sabbatical remuneration will normally result in a reduction in income tax paid by the Academic Faculty member. This is accomplished by the fact that expenses incurred from the research grant may be deducted from income from the research grant. If the remuneration is considered as all salary such a provision would not apply.
3. Application for a sabbatical research grant is submitted by the Academic Faculty member to the Research Services Office as the delegate of the President with respect to the approval of research grants. The application is routed through the Academic Faculty member's Department Chair and Dean. If the Research Services Office approves the application, it is approved (or revised) on behalf of the President. The application should not be made until after the Academic Faculty member has been awarded sabbatical by their Dean.
4. Once the sabbatical research grant has been approved, expense deductions for income tax purposes is a matter between the Academic Faculty member and Revenue Canada (Taxation).
5. This is a complex matter and the Academic Faculty member is encouraged to obtain detailed information and regulations from the Research Services Office. Applications for sabbatical research grants are also available from that office.

L. Period of Sabbatical (Reference: Article A4.03.5 and A4.03.7)

1. a) Article A4.03.7 provides that 6 month sabbaticals shall be restricted to the periods July 1 December 31 or January 1 June 30 unless otherwise directed by the Provost. In effect, these sabbaticals are intended to cover no more than one academic (or teaching) term.

Therefore, this principle would rule out a 6-month sabbatical of, say, October 1 - March 31 since such a period would encompass two academic terms.

- b) Although provision is made in clause Article A4.03.7 for variations to the general rule, these will be made only in exceptional cases and where the abnormal sabbatical period is supported by each of the Academic Faculty member, the Department Chair, the Dean and the Provost. In such cases, then, the Provost shall be the decision maker with respect to the sabbatical.
2. a) The Agreement is silent with respect to when a full year sabbatical may be taken. The normal and recommended period for such sabbaticals is July 1 - June 30. It should be pointed out that, in the past, many sabbaticals were taken for the period September 1 - August 31 because the Academic Faculty member wished to teach in the summer session prior to going on sabbatical and it was not clear as to whether such paid employment was permissible during the sabbatical. This problem has been clarified and such employment is now permitted.
 - b) There may be cases where full year sabbaticals of other than July 1 - June 30 are advantageous. In the event that such periods are proposed, the following procedures shall apply:
 - i) Where the sabbatical is proposed to begin in the period May 1 - September 1, the Dean may approve such periods provided the period is supported by the Academic Faculty member and the Department Chair.
 - ii) Where the sabbatical is proposed to begin in the period September 2 - April 30, such a period may only be approved if supported by each of the Academic Faculty member, the Department Chair, the Dean and the Provost. In such a case, then, the Provost shall be the decision maker with respect to the dates.
 3. In no case will the sabbatical be split into two (or more) sabbatical periods. For example, it is not possible to have a full year leave split into two 6-month periods of January 1, 1999 - June 30, 1999 and January 1, 2000 - June 30, 2000; similarly, it is not possible to split a full year leave into two periods of, say, May 1, 1999 - June 30, 1999 and September 1, 1999 - June 30, 2000.
 4. Article A4.03.5 provides that a full year sabbatical shall be inclusive of the annual one month vacation entitlement and a 6-month sabbatical shall be inclusive of one half of the annual vacation entitlement, i.e.), one half of one month. The salary during the vacation will be at the sabbatical rate.
 5. a) If an Academic Faculty member wishes to take a leave without pay following the termination of a 6-month sabbatical, such leave without pay will be for not less than 6 months. The intent of this rule is to prevent Academic Faculty members from taking leave without pay only for that period which encompasses a formal teaching term.
 - b) The principle enunciated above shall be applied in the case of applications for leave without pay following full year sabbatical.
 6. Sabbatical periods of odd duration, e.g., 10 months, 5 months, 4 months, etc. are not permitted.

M. Employee Benefits While on Sabbatical (Reference: Articles 20 and A9)

1. While on sabbatical, the Academic Faculty member may continue to participate in all those employee benefits covered in Articles 20 and A9. These benefit programs are: pension plans; disability insurance; medical insurance; professional expense; tuition remission (where the course is a University of Alberta course); group life insurance; dental care; and supplementary health care.
2.
 - a) Pension contributions while on sabbatical are based on regular University salary not on sabbatical salary.
 - b) In the case of the Universities Academic Pension Plan (UAPP) the Staff Member may discontinue contributions while on sabbatical and make up such contributions, plus interest, on return to the service of the University.
 - c) Regulations governing UAPP (including pensionability of sabbaticals) is under review. If such regulations vary from the foregoing, the UAPP regulations will apply.
3. Procedures vary from Faculty to Faculty with respect to the eligibility of Academic Faculty members on sabbatical to obtain assistance from the Faculty Staff Travel Fund. In some Faculties such assistance is permitted; in others it is not. The Dean of the appropriate Faculty should be contacted in this regard.
4. If an Academic Faculty member takes ill or is injured during a sabbatical and who, as a result, cannot complete the sabbatical program, they shall be placed on Medical Leave (Article 9), provided the illness/injury is for longer than 20 days. If a person is placed on Medical Leave, the following rules apply:
 - a) Salary while on Medical Leave will be at regular salary rate.
 - b) If the onset of illness/injury occurs before 50% of the sabbatical has been completed, the sabbatical will be considered to be cancelled and the Academic Faculty member may take another sabbatical in the following sabbatical year (at no charge to the Faculty quota and, provided the sabbatical program is the same as the aborted one, without formal application). Eligibility for a subsequent sabbatical will be determined by the dates of the second or replacement, sabbatical, not by the aborted one. Notwithstanding the fact that part of the original sabbatical has been cancelled, the 80% salary rate will not be adjusted for that period.
 - c) If the onset of illness/injury occurs when 50% or more of the sabbatical has been completed, the sabbatical will be considered to be completed and eligibility for a subsequent sabbatical will be based on the regular enddate of the aborted sabbatical.

Appendix A.4: Letter of Intent [Wholly Agreed]

In the event of the transfer of a Program the Board and the Association agree together to seek accords with the Boards of Governors and the Faculty Associations of the other Universities in the Province of Alberta to promote and facilitate the voluntary relocation of members of the academic staff at other Universities, under terms that will be to the mutual advantage of all parties and which will respect the Agreements in place.

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.

Appendix A.6: Academic Faculty Salary Scales

Full-time Faculty

Effective July 1, 2020 to and including March 31, 2023

Step on Scale	Assistant Professor	Associate Professor		Professor
		<i>Promotion Transition Zone</i>		
		91,209	113,499	
		92,845	115,423	
		94,480	117,346	
		96,116	119,270	
1.0 (minimum)	78,458	97,751	121,193	
1.5	79,734	99,387	123,117	
2.0	81,010	101,022	125,040	
2.5	82,286	102,658	126,964	
3.0	83,562	104,293	128,887	
3.5	84,838	105,929	130,811	
4.0	86,114	107,564	132,734	
4.5	87,390	109,200	134,658	
5.0	88,666	110,835	136,581	
5.5	89,942	112,471	138,505	
6.0	91,218	114,106	139,852	
6.5	92,494	115,742	141,488	
7.0	93,770	117,377	143,123	
7.5	95,046	119,013	144,759	
8.0	96,322	120,648	146,394	
8.5	97,598	122,284	148,030	
9.0	98,874	123,919	149,665	
9.5	100,150	125,555	150,941	

10.0	101,426	127,190	152,217
10.5	102,702	128,826	153,493
11.0	103,978	130,461	154,769
11.5	105,254	132,097	156,045
12.0	106,530	133,732	157,321
12.5	107,806	135,368	158,597
13.0 (maximum)	109,082	137,003	--

Single Increments	2,552	3,271	4@ 3,847(Step 1 to 5) 4@ 3,271 (Step 5.5 to 9) n@ 2,552 (Step 9.5 and over)
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Maximum salary for Assistant Professors does not apply (Article 2.01a of FEC Manual)

Located on the Human Resource Services website:

<https://cloudfront.ualberta.ca/-/media/hrs/pay-and-tax-information/salary-scales/faculty-2018-2020.pdf>

Appendix A.6: Academic Faculty Salary Scales

Full-time Faculty

Effective April 1, 2023 to and including November 30, 2023.

schedule to be included

Appendix A.6: Academic Faculty Salary Scales

Full-time Faculty

Effective December 1, 2023 to and including June 30, 2024.

schedule to be included

Appendix A.7: Copyright Regulations [Wholly Agreed]

1. Ownership

- 1.1 Pursuant to 11.02, a Staff Member who creates a Work resulting from or connected with the Staff Member's duties or employment owns copyright in the Work. However, the University owns or has an interest in Works as provided in paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, 3.1, 5.1, and 5.2 of this Appendix A.7.
- 1.2 For the purposes of this Appendix and Article 11, "Work" or "Works" means anything in which copyright subsists pursuant to the *Copyright Act* (Canada), whether published or unpublished. For greater certainty, Work includes: architectural works, artistic works, choreographic works, cinematographic works, collective works, dramatic works, literary works, musical works, compilations, performers' performances, sound recordings and communication signals, all as defined in the *Copyright Act* (Canada).
- 1.3 A creator has moral rights in a Work, as provided under the *Copyright Act*. The Parties endorse and support the creator's right to manage those moral rights.
- 1.4 If a Staff Member creates a Work
 - (a) in the course of performing administrative or management duties or activities for the University, a Department, or a Faculty, including all units therein associated (e.g., Centres and Institutes); or
 - (b) for the purposes of a committee or group of a Department, Faculty, or the University;then the University owns copyright in the Work.
- 1.5 If a Staff Member creates a Work pursuant to a written agreement between the Staff Member and the University, including an agreement under Article A2.01.3, that agreement shall address the University's arrangement with the Staff Member regarding ownership or other interest in that Work.
- 1.6 If a Staff Member creates a Work under a sponsored research funding agreement with a third party funder, copyright ownership and licensing are governed by the terms of the sponsored research funding agreement. Because the University shall enter into the sponsored research funding agreement with the sponsor, the University has the right to obtain from the Staff Member an assignment or licence of the copyright as necessary to fulfill its obligations to the sponsor under the sponsored research funding agreement. However, the Staff Member cannot unilaterally assign or licence Works that are not wholly owned or created by that Staff Member.
- 1.7 If a Staff Member creates a Work under any other agreement between the University and a third party, including but not limited to a secondment agreement or facility access agreement, copyright ownership and licensing are governed by the terms of the agreement between the University and the third party. To avoid any need for the Staff Member personally to transfer or agree to transfer rights relating to the Work to the third party (which may entail the personal liability of the Staff Member), the University has the right to obtain from the Staff Member an assignment or licence of the copyright as necessary to fulfill its obligations to the third party under the agreement. However, the Staff Member cannot unilaterally assign or licence Works that are not wholly owned or created by that Staff Member.

2 University Licence

General Principles

- 2.1 Subject to paragraphs 2.2 to 2.9 inclusive, the University is and shall be entitled to an immediate, non-exclusive, royalty-free, non-transferable, irrevocable licence to use any Work created or produced by a Staff Member that results from or is connected with the Staff Member's duties or employment, for all purposes within the University's approved mandate pursuant to the *Post-Secondary Learning Act (Alberta)*.
- 2.2 The purposes referred to in paragraph 2.1 include, but are not be limited to, unit accreditation, unit or University marketing, and any not-for-profit activity.
- 2.3 The licence contemplated by paragraph 2.1 does not apply if, as a result of reasonable academic or pedagogical publishing practice, a Staff Member must assign copyright to a Work to a third party as a condition of publication. In such a case, the Staff Member shall make best efforts to cause the third party to provide a licence to the University in relation to the Work, such licence containing terms that are analogous to those described in 2.1.
- 2.4 The licence contemplated by 2.1 does not preclude a Staff Member from agreeing with the University to grant any additional licence or other rights in and to a Work to the University.
- 2.5 A Staff Member, reasonably believing that their Work is unsatisfactory for a proposed use due to outdated, incompleteness, negative impact on the professional reputation of the Staff Member, or other academic grounds, may amend the Work or require that its use be withheld.

Limited Exception – Works Created to Fulfill Assigned Course Responsibilities

- 2.6 Except in the cases described in paragraphs 2.7 to 2.9 inclusive, the licence contemplated by paragraph 2.1 does not apply to any Work created by a Staff Member to fulfill assigned course responsibilities under Articles A2.01.2 and A2.02.1.
- 2.7 The licence contemplated by paragraph 2.1 includes those elements of a course outline that set out the information required by General Faculties Council policy, as described in the University Calendar.
- 2.8 If a Staff Member is unable or unavailable to deliver all or part of a course duly assigned to that Staff Member, the University may use the Work described in 2.6 to complete the delivery of the course. Such a licence will not be irrevocable, but instead will be for the duration of the course in that academic year.
- 2.9 The University may use a Work described in paragraph 2.6 for the purposes of unit accreditation, in connection with transfer credit determinations or as the University may be required to meet its obligations to students.

3. Computer Programs and the University Patent Policy

- 3.1 In addition to this Appendix A.7, the University Patent Policy shall apply to a computer program that is patentable intellectual property.

4. Conflict of Interest and Conflict of Commitment

- 4.1 The University has an interest in ensuring that Works created by its own Staff Members are not used to compete with or undermine the University's educational mission or activities. Therefore, a Staff Member's creation and use of Works in which the Staff Member owns copyright remain subject to the University's conflict of interest and conflict of commitment policies.

5. Collaborative Works

- 5.1 Works created collaboratively by students, staff, faculty and/or others present special challenges with regard to copyright. Such works may be owned in whole or in part by the University, or the University may have rights in and to those Works if they fall within one of the categories described in paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix A.7.
- 5.2 Subject to paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix A.7, if a Work is created by a Staff Member and one or more other individuals governed by University collective agreements, policies, and procedures, as between the University and that Staff Member and the individual or individuals, each person's rights and obligations relating to the Work shall be determined by the applicable University collective agreements, policies, and procedures. In the case of some collaborative Works, especially those involving members of different categories of persons within the University community, the parties involved may decide to assign copyright to the University in order to coordinate distribution, use, and (when appropriate) revenue sharing.
- 5.3 If a Work is created by a Staff Member and an individual or individuals who are not subject to University collective agreements, policies, and procedures, ownership of copyright will be decided in accordance with:
- (a) a written agreement between that Staff Member and that individual or those individuals;
 - (b) a written agreement between the University and another organization; or
 - (c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix will apply to any interest held by the Staff Member, with the necessary changes.

6. Guidelines

- 6.1 The University may publish guidelines, recommendations, and explanatory notes which shall not form part of this Appendix A.7, to assist Staff Members and others to structure collaborations in ways that maximize certainty and minimize conflicts respecting interests in Works, and to assist in the application or use of this Appendix A.7.

Appendix A.8: Definitions [Wholly Agreed]

- ~~1. "Department Chair" means the chief executive officer of a Department. Responsibilities assigned herein to a Department Chair shall be the responsibility of the Dean in Faculties in which there are no departments.~~

Schedule B

FACULTY SERVICE OFFICERS

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Article B1: Appointments [WHOLLY AGREED]

- B1.01.1 "Faculty Service Officer" (or "FSO Member") means a person who has been appointed under this Schedule B to a position in which the FSO Member has been or may be granted a Continuing Appointment and who collaborates with Academic Faculty members in teaching and research. An FSO Member will normally have a post-graduate degree in the particular discipline to which they are attached. The tasks they are assigned may include an administrative and/or service component but this will not be a major component of the assignment. A position in this category shall be established under the same procedures as those used for Academic Faculty positions. FSO Members shall be counted with Academic Faculty in the staff count except for purposes of calculating the merit Increment pool for Academic Faculty and FSO Members.
- B1.01.2 The appointment of an FSO Member shall be made by the Dean who shall first receive a recommendation from an advisory selection committee established in accordance with procedures approved by GFC.
- B1.01.3 A letter of appointment, following the example in Appendix B.1, duly executed by the Dean and the FSO Member, shall confirm the appointment of an FSO Member.
- B1.01.4 The appointment of an FSO Member shall commence on the date set in the duly executed letter of appointment.
- B1.01.5 The employment of an FSO Member shall be for 12 months of each year.

Contingent appointments

- B1.02.1 Notwithstanding Article B1.01, a Dean may appoint an FSO Member to a position with a special condition that recognizes circumstances where the position is funded by external sources.
- B1.02.2 The term "funded by external sources" is defined as any financial support directly tied to a specific position when the financial support does not come from the operating budget of the University. The term may include funds from endowments or targeted gifts, agencies supporting research through grants or contracts, and other sources.
- B1.02.3 The special condition shall state that the continuing nature of the appointment is explicitly contingent on the continued receipt of funds from the external source. In the event that the funds are discontinued, the FSO Member shall receive notice of not less than 12 months that the position will be discontinued.

Special conditions

- B1.03.1 A Dean may appoint an FSO Member with special conditions which are at variance with the terms of this Agreement provided:
- a) the variations are in writing and are included in or appended to the letter of appointment; and,
 - b) the variations have been approved in writing by the Provost after consultation with the President of the Association and prior to the offer being made.
- B1.03.2 The Provost may approve special conditions which are at variance with the terms of this Agreement and which are agreed to subsequent to the original appointment of an FSO Member provided:

- a) ~~the variations have been recommended by a Dean and are approved in writing by the FSO Member **and the President of the Association.**~~
- b) ~~the Provost has consulted with the President of the Association prior to approval.~~

B1.03.3 Notwithstanding the provisions of Article B1.02, the Dean, with the advance written approval of the Provost, may add an additional special condition providing that, in the event that the external source of funding is discontinued, the appointment shall be transferred to a standard appointment without special conditions. In the absence of such a second special condition, no appointment under Article B1.02 shall carry any expectation of continuance in the event that the external financial support for the position is discontinued.

Effective dates

B1.04 The normal effective date of a probationary appointment or of an original Continuing Appointment shall be July 1, but such appointments may be made at other times.

Removal allowances

B1.05.1 An FSO Member upon appointment may be eligible for a removal 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 allowances shall be established from time to time by the Board after consultation with the Association.

B1.05.2 An FSO 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 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 FSO Member is appointed to a Continuing Appointment, one year's service shall discharge the obligation to the University; if such an FSO Member leaves the University prior to having served one year, the obligation shall be reduced proportionally with each month served.

Academic Administrators

B1.06.1 The Board may employ administrative leaders ("Academic Administrators") in academic administration positions who are FSO Members and who are outside the scope of this Agreement while serving as an Academic Administrator. Where an Academic Administrator takes an administrative leave between two successive Academic Administrator appointments, the person also remains outside the scope of this Agreement during the leave. The Board shall provide a copy of the list to the Association whenever a new Academic Administrator is appointed or an Academic Administrator's appointment ceases, for whatever reason, **and at minimum on each July 1**. No individual's rights under Article B1.06.2 or B1.06.3 are diminished by reason of the position that they filled not being included on the list.

B1.06.2 An FSO Member who held a Continuing Appointment under this Agreement, prior to receiving an appointment as an Academic Administrator shall be immediately re-appointed to a Continuing Appointment upon termination of the academic administration appointment, unless the FSO Member has elected to resign or retire from their Continuing Appointment, in accordance with the following:

- a) The FSO Member shall re-enter the scope of this Agreement at the conclusion of the academic administration appointment unless appointed to another academic administration position in succession.

- b) At the conclusion of the last of successive academic administration appointments, the Academic Administrator shall immediately be re-appointed to a Continuing Appointment (the recommendation contemplated by Article B5.01.2 is waived) and shall immediately re-enter the scope of this Agreement.
- c) For clarity, a failure to re-appoint shall constitute a violation of this Agreement and is subject to Article 14 (Grievance) and Article 15 (Arbitration).

B1.06.3 An individual who did not hold a Continuing Appointment under this Agreement prior to receiving an appointment as an Academic Administrator shall be simultaneously appointed to a Continuing Appointment under this Agreement in accordance with Article B5.01.2, with the appointment to take effect immediately upon termination of the academic administration appointment, unless the FSO Member has elected to resign or retire from their Continuing Appointment, in accordance with the following:

- a) The Academic Administrator shall enter the scope of this Agreement at the conclusion of the academic administration appointment unless appointed to another academic administration appointment in succession.
- b) At the conclusion of the last of successive academic administration appointments, the Academic Administrator shall immediately be appointed to a Continuing Appointment and shall immediately enter the scope of this Agreement.
- c) For clarity, a failure to appoint shall constitute a violation of this Agreement and is subject to Article 14 (Grievance) and Article 15 (Arbitration).

B1.06.4 Re-appointment or appointment to a Continuing Appointment under Article B1.06.2 or B1.06.3 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 Continuing Appointment, the provisions of Article 7 (Discipline) shall apply notwithstanding that the conduct pre-dated the re-appointment or appointment to a Continuing Appointment.

Administrators in the Bargaining Unit

B1.07.1 The following provisions will apply to Staff Members appointed to an administrative position which is not otherwise expressly excluded from the bargaining unit, namely: Department Chair, Associate Chair, academic Assistant Dean, Associate Dean and, with agreement of the parties, administrative positions variably titled but similar in type.

- a) **the terms and conditions of a Staff Member's administrative appointment are separate and apart from those of the Staff Member's academic appointment and shall be as mutually agreed in writing directly between the Staff Member and the Dean or Appointing Officer, as applicable;**
- b) **the administrative appointment agreement shall include information regarding:**
 - ix. the duties and responsibilities of the position to which the Staff Member is being appointed;**
 - x. the term of the appointment;**
 - xi. remuneration associated with the administrative appointment, if any;**
 - xii. the performance review process;**
 - xiii. the process by which the appointment may be terminated;**
 - xiv. the process by which the appointment may be renewed;**
 - xv. the status and position of the Staff Member on expiry of the appointment;**
 - and**
 - xvi. any special conditions;**

- c) a copy of the executed administrative appointment agreement shall be provided to the Association;
- d) the Association shall have the right to pursue grievance or arbitration (using the dispute resolution provisions in this Agreement) only to enforce the written terms and conditions in the executed administrative appointment agreement, as may be amended by the Employer and Staff Member in writing;
- e) the Association shall not have the right to grieve a decision to not renew an administrative appointment or to terminate such an appointment without cause, or any matter related to the University's lawful direction to the Staff Member concerning the performance of their duties in the administrative position, unless any such matters contravene the written terms and conditions in the executed administrative appointment agreement;
- f) if the Staff Member and Dean or Appointing Officer, as applicable, are unable to reach agreement on the terms and conditions of the administrative appointment, the Staff Member shall not be appointed and shall have no recourse or remedy.

B1.07.2 Article B1.07.1 shall not:

- a) affect the terms and conditions of the Staff Member's employment in their academic appointment or the Association's rights to grieve such matters, which shall be governed by this Agreement in the normal course;
- b) affect the parties' statutory ability to seek designation or de-designation with respect to any individual; and
- c) be construed as an agreement or admission by either party that any individual holding an administrative appointment is an "employee" for purposes of the Code.

Article B2: University Responsibilities [Wholly Agreed]

- B2.01 The Dean shall provide to the FSO Member, on appointment, a written job description of the general responsibilities of the position.
- B2.02 The Department Chair shall assign the specific duties of the FSO Member, in accordance with the written job description and general responsibilities, which may include service to their profession and/or the University.
- B2.03 An FSO Member shall submit to the Department Chair an annual report on their University responsibilities during the previous year. The requirements for the report ~~shall be provided to the FSO Member by the Department Chair, are provided in Appendix B.2.0~~ and based on the written job description of the general responsibilities of the position.

Dispute resolution

- B2.04 In the event of a dispute with respect to the FSO Member's University responsibilities, an FSO Member shall have recourse to the Dean and the Provost, in that order.

Article B3: Supplementary Professional Activities (SPA) [Wholly Agreed]

Scope and context of SPA

- B3.01.1 An FSO Member is a full-time employee and has a primary obligation to fulfil University responsibilities. The FSO Member shall remain current with recent developments in the discipline through personal professional development.

B3.01.2 Under certain circumstances it is appropriate for FSO Members to assume responsibilities at the University in addition to their regular duties and for which they may receive additional remuneration. These shall be duties which are performed outside regular office hours or while on vacation, e.g. lecturing in evening session, lecturing in Extension non-credit courses, etc. Requests to assume additional responsibilities shall be submitted, in writing, to the Dean.

Approval of SPA

B3.02 An FSO Member who proposes to engage in activities outside the University which are related to their duties at the University or which are of a consulting nature, whether during regular University office hours or not, shall so inform their Supervisor. If the proposed activities are during regular office hours, the permission of the Supervisor, in writing, must be obtained prior to the FSO Member undertaking the activities. If University facilities are proposed to be used in the conduct of the outside activities, the permission of the Supervisor, in writing, must be obtained prior to the FSO Member utilizing such facilities. If the FSO Member expects to make extensive use of such facilities, the FSO Member may be required to reimburse the University for such use.

Conditions

B3.03.1 Care must be taken by the FSO Member that the outside activities are not in conflict of interest with the University duties.

B3.03.2 Supplementary professional activities may be taken into account in the evaluation of an FSO Member's performance for Continuing Appointment, Increments and promotion.

B3.03.3 Each Faculty Council shall develop the format for the annual SPA Report for that Faculty and submit to the Provost for approval.

Article B4: Professional Leave

Eligibility

B4.01.1 An FSO Member may be granted professional development leave in accordance with this Article B4.

B4.01.2 An FSO Member shall be eligible to apply for leave provided the FSO Member has a Continuing Appointment.

B4.01.3 Leave ~~shall be considered as a privilege and~~ shall only be awarded to an FSO Member who has a carefully prepared program which, in some way, will be of benefit to the University.

Application Process

B4.02.1 The proposal for leave shall be prepared by the FSO Member following consultation with the Department Chair.

B4.02.2 The proposal for leave shall include a description of the activity proposed during the leave, a statement of the benefit of such activity to the applicant and its value to the University, the duration of leave and the salary level requested for the leave, such requests to be in accordance with Articles B4.03.1 - B4.03.5.

- B4.02.3 The FSO Member shall submit the proposal for leave to the Department Chair who shall append comments and forward the proposal to the Dean. The Dean shall consider the proposal and the comments of the Department Chair, append their own comments to the proposal and then submit it to the Provost for decision. The comments appended shall include a statement regarding the value of the leave to both the FSO Member and the University and the appropriate salary level for the leave.
- B4.02.4 The procedures set out in Articles B4.02.1 and B4.02.3 are those for an FSO Member in a departmentalized Faculty. In the case of an FSO Member in a non-departmentalized Faculty, the FSO Member consults with the Dean, submits the proposal to the Dean and the Dean submits the proposal, with appended comments, to the Provost for decision.
- B4.02.5 Upon consideration of the proposal and appended comments, the Provost shall decide and that decision is final. The Provost shall advise the FSO Member of the decision, in writing, and if the leave is approved, of the terms of the leave.

Terms and Conditions

- B4.03.1 In determining the salary level, the Provost shall follow the principle that the level of salary shall reflect the proportionate benefit of the leave to the University.
- 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% 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% 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.
- B4.03.5 The Provost may vary the salary level proposed but, before doing so, shall consult with the FSO Member prior to making a decision.
- B4.03.6 The FSO Member may receive grants or scholarships or other aid from outside agencies to assist in the financing of the leave program. Receipt of such assistance shall not serve to reduce the level of the University's leave salary unless the total of the assistance and the leave salary exceed the FSO Member's regular salary, in which case the leave salary shall be reduced so that the total of the outside assistance and the leave salary equal the regular full salary.
- B4.03.7 During the period of leave, the FSO Member shall be eligible to participate, in full, in the benefit programs set out in Article 20, with the University continuing to pay the regular employer costs.
- B4.03.8 The period of leave may be from one month to one year. Proposals for part time leave shall be acceptable.
- B4.03.9 During leave, the FSO Member shall not undertake alternative employment without the advance written approval of the Provost.
- 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.

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 B5: Probation and Continuing Appointment [WHOLLY AGREED]

Types of appointments

B5.01.1 A person may be appointed in accordance with this Article B5 as an FSO Member with a Continuing Appointment, or as an FSO Member on probation leading to consideration for a Continuing Appointment.

B5.01.2 No person shall be appointed as an FSO Member unless the Dean first receives a recommendation from an advisory selection committee established in accordance with procedures approved by GFC.

Probationary periods

B5.02.1 A person appointed as an FSO 1 shall be on a probationary appointment.

B5.02.2 An FSO Member who is appointed without a Continuing Appointment shall serve a probationary period calculated in accordance with the following:

Effective Date of Appointment	Probationary Period
July 1	3 years
Between January 1 and the next June 30 (including January 1 and June 30)	3 years plus the period between the effective date and the next July 1 (inclusive of both dates)
between July 2 and the next December 31 (including July 2 and December 31)	3 years minus the period between the effective date of appointment and the preceding July 1 (inclusive of both dates)

B5.02.3 The Dean, with the approval of the Provost may, in the initial appointment, reduce the length of the probationary period.

B5.02.4 If an FSO Member is granted one or more leaves during a probationary period and if the length or type of leave is such that it materially affects the performance on which the FSO Member is to be assessed, then the probationary period shall be extended for one or more years.

B5.02.5 An extension of a probationary period because of leave shall be made by the Provost on the recommendation of the Dean following consultation with the FSO Member.

B5.02.6 In considering a recommendation for an extension of a probationary period because of leave, the Provost shall take into account the length of the leave period, the time of the year when the leave was taken and the purposes of the leave.

B5.02.7 The decision of the Provost regarding extension of probationary period because of leave shall be final and binding.

Decision at the end of the probationary period

- B5.03.1 At least 90 days before the expiry of the FSO Member's probationary appointment the Dean shall recommend to FEC in writing with a copy to the FSO Member that:
- a) a Continuing Appointment be offered to the FSO Member; or
 - b) that no further appointment be offered to the FSO Member.
- B5.03.2 FEC shall consider a recommendation under Article B5.03.1 and shall make one of the following decisions:
- a) that a Continuing Appointment be offered to the FSO Member, or
 - b) that no further appointment be offered to the FSO Member.

Severance

- B5.04 If an FSO Member is not offered a Continuing Appointment (after appeal procedures, if any) the FSO Member shall receive a severance payment equal to one month's salary for each year of service as **a Staff Member an FSO member, to an all-in maximum of 12 months' salary.**

Article B6: Evaluation

Authority

- B6.01 Each Faculty shall have a Faculty Evaluation Committee (FEC) which shall be authorized to:
- a) consider and decide on recommendations regarding probation and Continuing Appointment under Article B5;
 - b) consider and decide on recommendations for **increments-incrementation**;
 - c) determine procedures governing applications for promotion and granting of Continuing Appointment;
 - d) consider and decide on applications for promotion;
 - e) carry out such procedural rulings as are required of it under this Article B6.

B6.02 [vacant]

Standards of performance

- B6.03.1 The review of an FSO Member's performance shall be based on consideration of the performance of the responsibilities of the FSO **and the FSO Member's annual report** as outlined in Article B2, **including, where appropriate, supplementary professional activities.**
- B6.03.2 The draft standards of performance for FSO Members in a Faculty shall be determined by FEC following consultation with all FSO Members in the Faculty. The standards of performance shall recognize the expectations for each rank and shall reflect the principles set out in Articles B6.036 - B6.03.7 and B6.05. The draft standards of performance shall be submitted to the Provost for advice and consideration. If the Provost approves the standards of performance, copies shall be sent to each FSO Member in the Faculty; a copy shall be provided to an FSO Member, on appointment.
- B6.03.3 At least 10 years from the date of each approval, the standards of performance shall be reviewed and reconsidered by FEC and then, in draft form, shall be submitted to the Provost for review and advice.
- a) The Provost shall forward the draft standards and any advice to Faculty Council for approval or to FEC for reconsideration;

- b) The Faculty Council may approve the standards or may refer them back to FEC for revision. Any revised standards shall, again, be submitted to the Provost for further review and advice;
 - c) After approval of the standards by Faculty Council, they shall be provided to the Provost.
- B6.03.4 A Faculty Council shall establish, and make public to all Staff Members, voting protocols, which may include the requirement to vote electronically, for matters considered by the Faculty Council, such as approving evaluation guidelines or standards of performance.
- B6.03.5 The standards of performance may vary from Faculty to Faculty.
- B6.03.6 The standards of performance shall be higher in the higher ranks and as progress through the ranks occurs.
- B6.03.7 The award of ~~increments~~ **Incrementation** and promotions shall be based on merit and not on length of service.
- B6.03.8 The decision to award Continuing Appointment shall be based on an indication that the FSO Member is and will in future be capable of contributing effectively as an FSO Member given the performance, while on probation, in the responsibilities of an FSO Member.
- B6.03.9 Standards for the award of Continuing Appointment shall not be changed during probation for an individual FSO Member unless the FSO Member agrees, in advance of the **meeting hearing** of FEC, to the new standards.
- B6.03.10 The Faculty Council shall ensure that standards of evaluation are transparent with due regard to the principles of equity, diversity and inclusion. The FEC shall ensure the standards are consistently applied with due regard to those principles.**
- B6.04 Assessment of scholarship, research and innovation must incorporate provisions for different and diverse experiences and contributions to knowledge, including Indigenous knowledges and methodologies, along with different visions, values, cultural mores, methodologies and epistemologies in critical analysis.**

Leaves

- B6.05.1 Discontinuance of professional responsibilities during periods of Maternity Leave, Parental Leave, and Medical Leave (when the total of such periods of leave is less than 6 months in an academic year) shall require the extrapolation of the quality of performance for work done in the year to the full year.
- B6.05.2 ~~Periods of secondment, disability leave, Assisted Leave and other forms of leave with pay, with partial pay or with no pay (as well as periods of leave or combination of leaves which exceed 6 months) shall not be considered in the evaluation of performance. Performance shall be cited in accordance with Article B6.10(c), where the FSO Member has been on leave (or combination of leaves) as defined in Articles 8 and 9, and the Employment Standards Code, during the period of review exceeding 6 months in the aggregate;~~
- B6.05.3 Notwithstanding Article B6.05.2, an FSO Member may request the Department Chair and FEC to take into account professional activities while on leave. The onus shall be on the FSO Member in material appended to the Annual Report to demonstrate to the Chair why such activity should be recognized.

B6.05.4 Notwithstanding Article B6.05.3, an FSO Member who is on Maternity Leave and/or related Medical leave, and/or Parental Leave for an aggregate period exceeding 6 months in any period of review shall be entitled to a salary increase (with respect to that period of review), determined at the FSO Member's election by:

- i.) the FSO Member's performance in the period of review, as assessed by FEC, subject to Article B6.05.3; or**
- ii.) the average Incrementation the FSO Member received, as assessed by FEC, in the last three review periods as available; or the value of a special 1.2 Incrementation award, if the FSO Member's performance has not been assessed in any of the last three review periods;**

provided the FSO Member is otherwise eligible to receive Incrementation.

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).

B6.06.2 Faculty Council may recommend to ARC that Article B6.06.1 be varied. With the prior approval of ARC, such variations shall replace Article B6.06.1 subject to such conditions as ARC may require.

Responsibility for review of performance

B6.07 FEC shall annually consider the performance of each FSO Member in the Faculty.

Distribution of Increments to FECs

B6.08.1 The Provost, following consultation with the Association, shall establish guidelines for the distribution of Increments to FECs.

B6.08.2 The number of Increments available to each FEC shall be determined in the negotiations in Article 2.

B6.08.3 Each FEC will fully distribute the maximum number of Increments available for distribution each year, plus or minus the greater of: i) 2% of the number of Increments available for distribution, and ii.) ~~4.0~~ **an** Increment. In special circumstances, the Provost, following consultation with AASUA, may permit an FEC to distribute Increments in an amount that is greater or less than that number.

Department Chair's Recommendation: ~~The award of Increments~~ Incrementation

- B6.09.1 Each year, the Department Chair shall recommend to FEC whether an FSO Member should receive **an Increment Incrementation** based on performance in the preceding year. Such a recommendation shall be submitted to FEC for each FSO Member in the Department. The recommendation shall be one of the following:
- a) ~~a single Increment; an Increment~~
 - b) ~~a multiple Increment, which may be one and one-half, double, two and one-half or triple a single Increment; a portion of Incrementation up to 3.0, which will bring the salary of an FSO Member to the salary maximum of the FSO Member's present rank;~~
 - c) ~~a one-half Increment, which is one-half of a single Increment;~~
 - d) ~~a partial Increment, which is an Increment that is less than a single Increment but not a one-half Increment and which will bring the salary of an FSO Member to the salary ceiling of the FSO Member's present rank;~~
 - e) ~~a special Increment, which is an Increment that is greater than a single increment but not a multiple increment, which will bring the salary of an FSO Member to the salary minimum of the next higher rank;~~
 - f) ~~no Increment.~~
 - g) ~~In addition to the above, Increments may be Incrementation awarded in quarter Increments ranging from 0.50 to 3.00 inclusive (i.e., 0.50, 0.75, 1.00, 1.25, 1.50, 1.75, 2.00, 2.25, 2.50, 2.75, 3.00).~~
 - h) **Zero Increment.**
- B6.09.2 An incrementation award of less than ~~4.0 an Increment~~ is appealable.

Chair's Recommendation: ~~No Increment awarded~~ Reasons for Zero Increment

- B6.10 If a Department Chair recommends that ~~no Zero~~ Increment be awarded to an FSO Member, or if FEC decides that ~~no Zero~~ Increment be awarded to an FSO Member, in either or both cases, the decision shall be cited as one of the following:
- a) ~~that maximum for rank has been reached and standards for promotion have not been met but performance is acceptable notwithstanding; that performance requirements for Incrementation have been met but the maximum for rank has been reached;~~
 - b) that performance requirements for **an increment Incrementation** have not been met **but performance is acceptable notwithstanding;**
 - c) that academic performance while on authorized leave could not be properly evaluated; or
 - d) that academic performance is unsatisfactory and unacceptable.

Pro-rated Increment Incrementation in the Year of Appointment

- B6.11.1 An FSO Member whose appointment takes effect in the period July 1 to October 1, inclusive, is eligible to receive **a full Increment at one of the values referred to in Article B6.09.1 Incrementation** on the next following July 1, **without proration.**
- B6.11.2 An FSO Member whose appointment takes effect in the period October 2 to June 1, inclusive, is eligible to receive **a pro-rated Increment Incrementation** on the next following July 1, **the proportion of a full Increment depending prorated** based on the number of months they will have served by July 1. An FSO Member whose appointment takes effect in the period June 2 to June 30, inclusive, will not be eligible to receive **an Increment Incrementation** on the next following July 1.

Promotion and awarding Continuing Appointment

B6.12.1 An FSO Member shall be first eligible to apply for promotion when their current salary is within one ~~increment~~ **Increment** of, or is higher than, the salary minimum of the next rank.

B6.12.1.1 Prior to submitting an application for promotion, the FSO Member is encouraged to consult with their Department Chair on the merits of their application.

B6.12.2 When an FSO Member is eligible for promotion, the FSO Member may apply to FEC to be considered for promotion. Such application shall be sent to the FEC Chair with a copy to the Department Chair prior to the specified date for submission of materials to FEC. (See Article B6.12.4 (d)).

B6.12.3 FEC shall review the performance over the entire career in considering a case for promotion.

B6.12.4 FEC shall determine procedures governing applications for promotion and granting Continuing Appointment. Such procedures shall provide for the following:

- a) the documentation required to support the application;
- b) the requirements for references to support the application;
- c) the role of the Department Chair, the FSO Member and the FEC Chair in obtaining the letters from referees and in obtaining any other independent documentation;
- d) the deadlines and timing for the submission of materials and for notification of decisions;
- e) the process by which materials submitted to FEC by the FSO Member are provided to the Department Chair and vice versa;
- f) the process by which confidential materials are to be considered and the preparation of summaries thereof for the applicant;
- g) the provision of information about procedures to potential applicants and the responsibilities of the Department Chair or Dean;
- h) any other procedures FEC considers necessary.

B6.12.5 Upon receipt of the application and documentation under Article B6.12.2, the Department Chair shall decide either to support the application or to oppose the application at the FEC **meeting hearing** and shall so advise the FSO Member through the Department Chair's submission to FEC under Article B6.14.1.

Annual review of performance

B6.13 In preparation for submission of a recommendation to FEC under this Article B6, the Department Chair shall review the performance of each FSO Member in the Department in the year under review, the particular year being determined by Faculty Council. The performance shall be reviewed in relation to the responsibilities under Article B2 and to the standards of performance under Article B6.03. Each review shall include a meeting between the FSO Member and the Department Chair and such other consultation as the Department Chair deems necessary, provided that a meeting between the FSO Member and the Department Chair shall not be required if the FSO Member chooses not to meet.

Recommendation of the Department Chair

B6.14.1 Upon completion of the review under Article B6.13, and at least 15 days prior to the meetings of FEC, the Department Chair shall make a written submission **with sufficient rationale that allows the FSO Member to understand the basis for the recommendation** to FEC with a copy to the FSO Member concerning one of the following, depending on the case:

- a) a recommendation for ~~merit-incrementation~~ **Incrementation** under Article B6.09.1; or

- b) a statement as to whether or not the Department Chair supports an application for promotion;

At the same time, the Department Chair shall advise the FSO of the date of the FEC **meeting hearing**.

B6.14.2 Notwithstanding Articles B6.13 and B6.14.1, if an FSO Member is in the last year of the probationary appointment, the review of the Department Chair shall cover the entire probationary period with respect to a recommendation to FEC under Article B5 as well as the year under review with respect to a recommendation to FEC under Article B6.09.1.

B6.14.3 During the period that the FSO Member is serving a probationary period, the Department Chair shall annually, following the meeting under Article B6.13, advise the FSO Member in writing of the FSO Member's progress.

Confidential material

B6.15.1 Unless there is a contrary decision of Faculty Council, confidential academic evaluations of the work of an FSO Member may be received by FEC. Such statements and material shall not be provided to the FSO Member; rather, where the FSO Member has the right to appear before FEC, the FEC Chair shall prepare a summary of the confidential material so received and provide the FSO Member and the Department Chair with a copy thereof at least 10 days prior to the FEC hearing. The summary statement so prepared shall be in sufficient detail to enable the FSO Member to know the case they have to meet.

B6.15.2 Under no circumstances shall confidential material rendered in proceedings under this Article B6 be used against the author thereof in collateral proceedings.

FEC procedures

B6.16.1 FEC shall use its best efforts to schedule its meetings so that:

- a) all decisions about renewal of probationary appointments and granting of Continuing Appointment are reached by December 20; and
- b) all decisions about Increments and promotion are reached by March 10.

The schedule shall provide for sufficient time for the consideration of contested cases.

B6.16.2 A quorum for FEC shall be not less than 80% of the members of FEC. When FEC is considering Continuing Appointment cases, the member added under Article B6.06.1(c) shall be present.

B6.16.3 All decisions of FEC are by majority vote of the members present and eligible to vote.

B6.16.4 FEC may permit resource persons to attend meetings to assist in the administration of its activities.

B6.16.5 FEC is authorized:

- a) to approve the recommendations of Department Chairs made under Articles B5 and B6; or
- b) not to approve such recommendations and to vary the outcome.

B6.16.6 FEC may adjourn from time to time.

B6.16.7 When FEC has reached a decision, the FEC Chair shall, as soon as possible thereafter and normally within 15 days of the decision, convey the decision in writing to the FSO Member at the FSO Member's University of Alberta email address. The decision shall take effect on the following July 1.

B6.16.8 The FSO Member may appeal the decision of FEC to the General Appeals Committee in accordance with Article B8.04.1.

Contested cases against Department Chair's recommendation

B6.17.1 A contested case is one where the FSO Member has the right to appear before FEC. An FSO Member has the right where:

- a) the Department Chair recommends that less than a single Increment be awarded, except where the FSO Member is within one Increment from the salary maximum of the rank and has not applied for promotion;
- b) the Department Chair recommends that no further appointment be offered to an FSO Member;
- c) the FSO Member applies for promotion and the application is not supported by the Department Chair;
- d) cases arising pursuant to A6.19.1.

B6.17.2 At least 10 days before the hearing, the FSO Member shall advise the FEC Chair of the intention to appear or to submit material or both. Should the FSO Member submit materials to the FEC Chair they shall be copied to the Department Chair and shall contain:

- a) a statement in reply to the recommendation of the Department Chair;
- b) any written material relevant to the case; and
- c) a list of names of persons the FSO Member intends to call before FEC.

B6.17.3 At least 5 days before the hearing, the Department Chair shall submit to the FEC Chair, with a copy to the FSO Member (subject to Article B6.15.1):

- a) a statement in reply to the FSO Member's submission;
- b) any written material relevant to the case; and
- c) a list of names of persons the Department Chair intends to call before FEC.

B6.17.4 Materials submitted to the FEC Chair shall be in electronic form, where feasible.

FEC hearings in contested cases against Department Chair's recommendation

B6.18.1 FEC is not bound by rules of evidence or procedures applicable to courts of law.

B6.18.2 Procedural rulings shall be made by the FEC Chair but are subject to reversal by majority vote of FEC.

B6.18.3 Except for material received under Article B6.15.1, if written material is disputed by either the FSO Member or the Department Chair, FEC shall not receive the material unless the writer appears before FEC for questioning. If the writer is not available to appear, the FEC Chair shall rule on the admissibility of the material.

B6.18.4 Both the FSO Member and the Department Chair have the right to call and question witnesses, to question one another and to present oral arguments.

B6.18.5 If an FSO Member chooses to appear before FEC to present a case, both the FSO Member and the Department Chair shall be entitled to be present during the presentation of the case.

- B6.18.6 The FEC Chair shall determine the order of presentation of materials, of directing questions and of oral arguments and shall advise the FSO Member prior to the hearing. The FEC Chair retains the right to revise the order during the hearing as may become necessary.
- B6.18.7 The FSO Member shall present the case personally, except when the FSO is on leave in which case the FSO Member may appoint another FSO Member to act as representative. The FSO Member has the right to be accompanied by an advisor, but not legal counsel nor the Association.
- B6.18.8 At the FEC hearing, additional material may be submitted by the FSO Member and the Department Chair in exceptional circumstances, but FEC may, in its discretion, refuse such material where it is satisfied that the position of the Department Chair or the FSO Member will be unfairly prejudiced or that an adjournment to deal properly with the material would carry the proceedings beyond the time limits specified in Article B6.16.1. When FEC accepts the additional material, it may, at its discretion, elect to extend all time lines in order to permit the Department Chair or the FSO Member to respond to the material.
- B6.18.9 FEC has the right to request additional material and to call and compel the attendance of further witnesses.
- B6.18.10 The onus shall be on the Department Chair to satisfy FEC that, on the basis of the evidence submitted, the recommendation is appropriate.
- B6.18.11 The Department Chair shall withdraw from the hearing of the FEC which considers the case following the hearing of witnesses and presentation of materials, i.e., before the deliberation portion of the meeting, except where the Department Chair supports the position of the FSO Member in which case the Department Chair shall attend the deliberation portion of the meeting and be allowed to vote.
- B6.18.12 FEC is required to issue reasons for its decision and shall convey the decision in accordance with Article B6.16.7.

Preliminary position of FEC

- B6.19.1 After initial consideration, FEC may not be prepared to endorse:
- a) a recommendation for a further appointment; or
 - b) an application for promotion which has been supported by the Department Chair;
- or, may be prepared,
- c) to award an Increment which is less than a single Increment or to award no Increment when the recommendation of the Department Chair was greater than the FEC is prepared to endorse; or
 - d) to cite a no Increment award as unsatisfactory and unacceptable when the recommendation of the Department Chair was not so to cite.
- Such circumstances shall be considered as the preliminary position of FEC.
- B6.19.2 In a case arising under Article B6.19.1, within 3 days after the end of the FEC meeting, the Department Chair shall inform the FEC Chair, in writing, whether the Department Chair (i) continues to support the original recommendation to FEC or (ii) now supports the preliminary position of FEC or (iii) now supports some other position. In the case of (iii), the Department Chair shall specify what that new position is and the reasons for supporting it.

B6.19.3 In a case arising under Article B6.19.1, the FEC Chair shall, within 5 days after the end of the FEC meeting, inform the FSO Member, in writing, of the Department Chair's position and of the preliminary position of FEC, provide the FSO Member with the issues of concern to FEC, and offer to meet with the FSO Member to discuss the case.

Reconsideration of preliminary position by FEC

B6.20.1 The FSO Member may, within 5 days of receipt of the information under Article B6.19.3, inform the FEC Chair, in writing, whether or not the FSO Member wishes the case to be reconsidered by FEC. At the same time, the FSO Member shall send a copy to the Department Chair.

B6.20.2 If the FSO Member does not request reconsideration by FEC, the preliminary position of FEC shall be the decision of FEC and that decision shall be final and binding.

B6.20.3 If the FSO Member decides that the case shall be reconsidered by FEC, the FEC Chair shall advise the FSO Member of the time and place of the reconsideration.

FEC procedures for reconsideration hearing

B6.21.1 A least 10 days before reconsideration by FEC, the FSO Member shall submit to the FEC Chair with a copy to the Department Chair:

- a) a statement advising FEC whether or not the FSO Member shall appear before FEC to present a case;
- b) any material in response to the preliminary position of FEC as communicated to the FSO Member under Article B6.19.3 and any other material relevant to the case;
- c) a list of names of persons who shall attend the reconsideration by FEC as witnesses for the FSO Member; and
- d) a statement indicating the FSO Member's minimum acceptable decision by FEC.

B6.21.2 On receipt of the information/material under Article B6.21.1, the FEC Chair shall send copies to FEC.

B6.21.3 At least 5 days before the reconsideration by FEC, the Department Chair shall submit to the FEC Chair, with a copy to the FSO Member:

- a) a statement in reply to the FSO Member's submission under Article B6.21.1 including a statement as to whether or not the Department Chair supports the minimum acceptable position of the FSO Member;
- b) any written material relevant to the case;
- c) a list of names of any persons the Department Chair intends to call before FEC.

B6.21.4 On receipt of the information/material under Article B6.21.3, the FEC Chair shall send copies to FEC and to the FSO Member.

B6.21.5 The general procedures for FEC hearings in contested cases (Articles B6.17.1 to B6.18.12) shall generally apply to reconsideration cases (Articles B6.19.1 to B6.21.4). However, the following special procedures shall apply to reconsideration cases:

- a) The FEC Chair shall open the proceedings by making a statement which summarizes the case to that point;
- b) The FSO Member then presents their case;
- c) The Department Chair then makes a statement in response;
- d) FEC may then question the FSO Member, the Department Chair and any witnesses;
- e) FEC then enters into the deliberation portion of the hearing.
- f) At the deliberation portion of the hearing, the FSO Member shall not be present;

- g) At the deliberation portion of the hearing, the Department Chair shall not be present unless they support the FSO Member's minimum acceptable decision by FEC, or greater, in which case the Department Chair shall participate in the deliberation portion as a regular FEC member;
- h) FEC shall convey the decision in accordance with Article B6.16.7.

Article B7: Unsatisfactory and Unacceptable Academic Performance [WHOLLY AGREED]

- B7.01 The FEC Chair shall refer the record of an FSO Member to the Provost with a recommendation that the FSO Member be disciplined for unacceptable academic performance if FEC has cited performance as unsatisfactory and unacceptable, provided that the FSO Member's performance has also been cited as unsatisfactory and unacceptable in either of the two preceding years and further provided that, if the FSO Member had appealed the FEC decision to GAC, such appeal was not upheld.
- B7.02 The record of the FSO Member shall include copies of all material about the FSO Member which had been before FEC in the last 3 years and before GAC in any appeals made by the FSO Member in those years and any additional material which the FEC Chair adds to support the recommendation.
- B7.03 The recommendation shall be filed with the Provost within 20 days of the decision of FEC or, if the decision has been appealed under Article B8, of the decision of GAC.
- B7.04 As soon as possible following receipt of the material under Articles B7.01 and B7.02, the Provost shall provide a copy of that material to the FSO Member except that which is confidential.
- B7.05 The FSO Member may submit material in response to that submitted under Articles B7.01 and B7.02, with such material to be submitted to the Provost within 15 days of receipt of the material under Articles B7.01 and B7.02.
- B7.06 The Provost shall offer to meet with the FSO Member within 20 days of the receipt of the recommendation under Article B7.03 or within 10 days of the receipt of the material under Article B7.05. The Provost may be accompanied by an Administration Advisor and the FSO 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.
- B7.07 Following any meeting under Article B7.06 and any other consultations the Provost chooses to have, the Provost shall, in writing:
 - a) not approve the recommendation of the FEC Chair; or
 - b) penalize the FSO Member, which 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.
- B7.08 The Provost shall, as soon as possible after reaching a decision under Article B7.07, advise the FSO Member, the FEC Chair and the Association of the decision, in writing.
- B7.09 The onus shall be on the FEC Chair to establish that, on the balance of probabilities, that the academic performance of the FSO Member be declared unsatisfactory and unacceptable and that a penalty be assessed by the Provost.

- B7.10 The FSO Member may appeal the decision under Article B7.07 by so advising the Provost, in writing, within 10 days of the date of that decision.
- B7.11 Within 10 days of receipt of the notice of appeal under Article B7.10, the Provost shall establish a review board to consider the appeal. The membership of the review board shall be:
- a) one person who is familiar with the academic responsibilities of the FSO Member appointed by the FEC Chair;
 - b) one person who is familiar with the academic responsibilities of the FSO Member appointed by the FSO Member; and
 - c) one person appointed by the other two appointees to chair the review board.
- If the first two appointees fail to agree on a person to chair the review board, the Provost shall apply to the Chairman of the Labour Relations Board, Department of Labour, Province of Alberta, for the appointment of that person.
- B7.12 The review board shall consider the case and shall decide, on the balance of probabilities, whether or not the decision of the Provost under Article B7.07 should be upheld, varied or dismissed.
- B7.13 In its consideration of the appeal, the review board shall follow the procedures for arbitration in Article 15 except those set out in Articles 15.02, 15.05, 15.07.3, and 15.08.
- B7.14 Notwithstanding the provisions of Article 15.07.3, the onus shall be on the FSO Member to establish, on the balance of probabilities, that the decision of the Provost should be quashed or varied.
- B7.15 The decision of the review board shall be final and binding.
- B7.16 Each party shall bear the fees and expenses of their own appointee to the review board under Article B7.11 while the two parties shall share equally the fees and expenses of the review board chair.
- B7.17 If the review board upholds the appeal of the FSO Member and if FEC determines that the performance of the FSO Member is unsatisfactory and unacceptable in either the following year or the next following year, the conditions would again exist for another referral under Article B7.01.
- B7.18 All dates and times established by this Article B7 may be varied by the mutual written consent of the FSO Member, the FEC Chair and the Provost.

Article B8: Appeals

Definitions

- B8.01 In this Article B8:
- a) "Advisor" means the person who will assist the Appellant or the Respondent at the hearing of the appeal. The Appellant or Respondent shall not have their own legal counsel at the hearing;
 - b) "Appellant" means the Staff Member who has appealed;
 - c) "Chair" means the Chair of the General Appeals Committee (GAC); and
 - d) "Respondent" means the FEC Chair.

GAC membership

- B8.02.1 Appeals under this Article B8 shall be heard by a committee to be known as GAC, the membership of which shall be:
- a) the Provost, or designate as Chair;
 - b) three ~~tenured Academic Faculty~~ **Continuing Appointment FSO Members** selected by the Provost from the list established in accordance with Article B8.02.2, none of whom shall be from the same Faculty as the Appellant; and
 - c) subject to Article B8.02.3, two FSO **Members** selected jointly by the President and the President of the Association, for the particular case at hand and who shall be from the same Faculty as the Appellant, **if possible (and if not possible, from a different Faculty).**
- B8.02.2 The list referenced in Article B8.02.1 (b), shall consist of at least 12 ~~tenured Academic Faculty members~~ **Continuing Appointment FSO Members** who shall be appointed jointly by the President and the President of the Association. Membership on the list shall be for a term of 3 years, staggered, and a member may be reappointed. Selection of the 3 ~~Academic Faculty members~~ **Continuing Appointment FSO Members** to serve on a GAC shall be on a rotation basis, provided that if a Staff Member selected by rotation is unable to serve, the Provost shall select the next person in the rotation.
- B8.02.3 Where the Appellant is from a departmentalized Faculty, the two FSO Members referred to in Article B8.02.1(c) shall not be from the same Department as the Appellant; however, if the President and the President of the Association agree, either or both of the Staff Members may be from the same Department as the Appellant.
- B8.02.4 Notwithstanding the provisions of Articles B8.02.1 (c) and B8.02.3, where the President and the President of the Association are of the opinion that, because of the limited size of the Faculty of the Appellant, the membership of GAC under those Articles is not appropriate, they may vary by agreement such membership, bearing in mind the principles of Articles B8.02.1 (c) and B8.02.3 and after consultation with the Appellant and the Respondent.
- B8.02.5 No members of the FEC whose decision is being appealed may be members of GAC.
- B8.02.6 Subject to Article B8.02.7, the quorum of GAC shall be all the members provided for in Article B8.02.1.
- B8.02.7 If, after a hearing commences, one GAC member appointed under Article B8.02.1(b) or one GAC member appointed under Article B8.02.1(c), or both, cannot continue to serve due to circumstances beyond the member's control as determined by the Chair, a quorum shall exist notwithstanding the absence of such member or members for the balance of the proceedings.

Right to appeal

- B8.03 A Staff Member may appeal the following decisions to GAC in accordance with the provisions of this Article ~~A8 B8~~, provided that the Staff Member has appeared before FEC to present a case or has submitted documentation to FEC to support a case:
- a) the decision of FEC not to offer a Continuing Appointment upon the termination of a probationary appointment;
 - b) [vacant]
 - c) the decision of FEC ~~not~~ to award **less than** an Increment ~~or to award an Increment which is less than single in value.~~

Pre-hearing procedures

- B8.04.1 As soon as reasonably possible after the receipt of appeal documents by the Chair, the members of GAC shall be selected in accordance with Article B8.02.
- B8.04.2 Upon the selection of the members of GAC, the Chair shall notify the Appellant and the Respondent of the names of each member. Within one week of receiving notice of the names of the GAC members appointed under Articles B8.02.1 (b) or (c), the Appellant or the Respondent may file an objection in writing with the Chair to any such member sitting on the appeal on the ground of reasonable apprehension of bias, and such objection shall state the basis upon which it is made.
- B8.04.3 If the Chair is of the opinion that a reasonable apprehension of bias has been made out by the objector, the Chair shall take steps to have a replacement appointed in accordance with the procedures set out in Article B8.02.
- B8.04.4 A decision of the Chair under Article B8.04.3 may be made without a hearing and shall be final and binding.
- B8.04.5 Within 10 days of the date the decision of FEC is mailed to a Staff Member, the Staff Member may commence an appeal. The Staff Member shall file with the Chair a statement of appeal and enclose a copy of the letter advising the Staff Member of the FEC decision being appealed.
- B8.04.6 As soon as reasonably possible following receipt of the letter under Article A8.04.5, the Chair shall request of the Respondent a copy of all materials submitted to FEC.
- B8.04.7 Within 5 days of the date of the request in Article B8.04.6, the Respondent shall file with the Chair all materials submitted to FEC.
- B8.04.8 As soon as reasonably possible following the receipt of the materials in Article B8.04.7, the Chair shall send an indexed copy thereof to the Appellant.
- B8.04.9 Within 15 days of the date the material forwarded in Article B8.04.8 is mailed to the Appellant, the Appellant shall file with the Chair a detailed written statement which shall include:
- a) the basis on which the appeal is lodged, including a statement of the grounds on which the decision of FEC is considered to be inappropriate;
 - b) the decision which the Appellant requests the GAC to make, such decision to be consistent with the powers of GAC as set out in Article B8.07.3;
 - c) a list of those persons whom the Appellant wishes to appear before GAC as witnesses;
 - d) the name of any Advisor, if any, who will accompany the Appellant at the GAC hearing; and
 - e) such other material as the Appellant considers to be relevant that was not submitted in the proceedings before FEC recognizing that GAC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the Appellant could have presented the material or could have requested the Department Chair to have presented it to FEC.
- B8.04.10 As soon as reasonably possible following the receipt of the materials in Article B8.04.9, the Chair shall send an indexed copy thereof to the Respondent.

B8.04.11 Within 15 days of the date the material forwarded under Article B8.04.10 is mailed to the Respondent, the Respondent shall file with the Chair a detailed written statement which shall include:

- a) a statement in reply to the statement and materials submitted by the Appellant under Article B8.04.9;
- b) the minutes of FEC, if any, as they relate to the Appellant;
- c) a list of those persons whom the Respondent wishes to appear before GAC as witnesses;
- d) the name of any Advisor, if any, who will accompany the Respondent at the GAC hearing;
- e) a copy of the standards statement adopted by the Faculty Council of the Appellant in accordance with Article B6.03.1;
- f) as applicable, a copy of the position description and performance expectations;
- g) such other material as the Respondent considers to be relevant that was not submitted in the proceedings before FEC, recognizing that GAC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the party seeking to adduce the evidence could have presented it to FEC.

B8.04.12 Subject to Articles B8.09, as soon as reasonably possible following receipt of the material forwarded under Article B8.04.11, the Chair shall send an indexed copy thereof to the Appellant.

B8.04.13 Notwithstanding Articles B8.04.8 and B8.04.10, if the Chair is of the opinion that any of the material is too bulky for cost-effective reproduction, or is of no or of marginal relevance to the case, the Chair shall prepare a list of that material, together with a short summary of the content thereof, and shall forward such list and summary to the Appellant or Respondent, as the case may be. The original of the material shall be held available in the Chair's office for examination at any reasonable time by the Appellant, the Respondent and the members of GAC.

B8.04.14 Notwithstanding the time limits set out in Articles B8.04.9 and B8.04.11, the Chair, on the application of the Appellant or the Respondent, may extend in writing any of the said time limits where the Chair is of the opinion that the applicant for an extension has a reasonable ground for requesting such extension. The decision of the Chair may be made without a hearing and shall be final and binding.

B8.04.15 The Chair shall determine the time and place for a hearing of the appeal, such hearing to be held within a reasonable time after all materials have been filed pursuant to Articles B8.04.9 and B8.04.11, but no earlier than 6 weeks after filing of the notice of appeal.

B8.04.16 The Chair shall give at least 10 days written notice of hearing to the Appellant and the Respondent.

Hearing procedures

B8.05.1 GAC shall hold a hearing on the appointed date, time and place, and such hearing shall be restricted to GAC, Appellant, Respondent, Advisors, Witnesses and such resource personnel as GAC determines.

B8.05.2 GAC may adjourn the hearing from time to time.

B8.05.3 GAC may tape record the hearing and may use the tape recording during its deliberations. The Appellant and the Respondent, and their respective Advisors, may listen to the recording in the office of the Chair within 4 weeks of the issuance of the decision of GAC, but no copies may be

made. The recording may be destroyed by the Chair at any time after 6 weeks of the date of issuance of the decision of GAC.

- B8.05.4 The Chair shall make available to members of GAC a copy of all the materials filed with the Chair under this Article B8.
- B8.05.5 At the hearing, GAC may not accept any written evidence that was not submitted in accordance with Articles B8.04.9 and B8.04.11 unless it is of the opinion that, with the exercise of reasonable diligence, the party seeking to adduce the evidence could not have done so in accordance with the said Articles.
- B8.05.6 Subject to Article B8.09, GAC may accept any oral or written evidence that it, in its discretion, considers proper, whether admissible in a court of law or not.
- B8.05.7 GAC has the right to request additional material and to call and compel the attendance of further witnesses. If GAC obtains additional material it shall provide a copy to the Respondent and to the Appellant, subject to the confidentiality provisions of Article B8.09.1.
- B8.05.8 GAC is not bound by rules of evidence or procedures applicable to courts of law.
- B8.05.9 Both the Appellant and the Respondent have the right to call and question witnesses, to question one another and to present oral arguments.
- B8.05.10 **Subject to Article A8.05.10.1**, the order of presentation at the hearing shall be as follows:
- a) **the Respondent's case presents their case, followed by any questions from the GAC and Appellant, in that order;**
 - b) **the Appellant's case; if applicable, the Respondent's witness(es) present their statement, followed by any questions from the GAC and Appellant, in that order;**
 - c) **rebuttal by the Respondent; the Appellant presents their case, followed by any questions from the GAC and Respondent, in that order;**
 - d) **material and/or witnesses of GAC under Article A8.05.7, if any; if applicable, the Appellant's witness(es) makes their statement, followed by any questions from the GAC and Respondent, in that order;**
 - e) **closing argument by the Respondent; rebuttal by the Respondent;**
 - f) **closing argument by the Appellant; rebuttal by the Appellant;**
 - g) **closing argument by the Respondent; and**
 - h) **closing argument by the Appellant.**
- B8.05.10.1 With the consent of the Appellant, the Respondent and the Chair, the GAC may modify the order of presentation as may be necessary to ensure a fair and/or efficient hearing.**
- B8.05.11 It shall be the responsibility of the Appellant and the Respondent to secure the attendance of the witnesses to be called by each.
- B8.05.12 The onus of proof, which shall be on the balance of probability, shall be on the Appellant.
- B8.05.13 Procedural rulings shall be made by the GAC Chair but are subject to reversal by majority vote of GAC.

Post-hearing procedures

- B8.06.1 Upon the conclusion of the hearing or within a reasonable time thereafter, GAC shall deliberate in private and render a decision by majority vote.

- B8.06.2 Subject to Article B8.02.7, all members of GAC shall vote, except for the Chair.
- B8.06.3 Where the vote of the members of GAC is a tie, the Chair shall vote.
- B8.06.4 The vote of the members of GAC shall be by secret ballot.
- B8.06.5 The decision of GAC shall be set out in a written statement by the Chair, with reasons, and a copy thereof shall be sent to the Appellant and to the Respondent within two weeks of the conclusion of the hearing.
- B8.06.6 The decision of GAC shall be final and binding.
- B8.06.7 The decision of GAC shall normally be made no later than June 30 next following the date of the FEC decision.
- B8.06.8 All binders of material are to be returned, except from the Appellant and Respondent, and destroyed. All notes are to be destroyed 6 weeks from the date of the decision.

Jurisdiction of GAC

- B8.07.1 GAC shall:
- a) allow the appeal if it finds the decision to have been inappropriate based on the evidence before it; or
 - b) dismiss the appeal.
- B8.07.2 If GAC finds that there has been non-compliance with the procedures of this Agreement in the proceedings before FEC or in proceedings before GAC, it may, nevertheless, dismiss the appeal if it finds the decision of FEC to be appropriate.
- B8.07.3 Where GAC allows the appeal, it has the power:
- a) in the case of an appeal of a decision by FEC not to offer a Continuing Appointment upon the termination of a second probationary period, to award such an appointment or to extend the probationary period by one year;
 - b) in the case of an appeal of a decision by FEC to award less than ~~a single an~~ Increment ~~or no Increment~~, to replace FEC's decision with one which is more favourable to the Staff Member but such decision shall be restricted to: ~~a single an~~ Increment; a half Increment; ~~a three quarter Increment~~; a partial Increment; or an alternative citation of ~~no Zero~~ Increment (under Article B6.10);
 - c) in the case of an appeal of a decision by FEC to award ~~no Zero~~ Increment, to uphold the decision to award ~~no Zero~~ Increment but GAC may change any identification as to meaning in the decision made under Article B6.10 to any other identification more favorable to the Appellant; and
 - d) in the case of an appeal of a decision by FEC not to promote, to promote. If FEC had awarded the Appellant less than ~~a single an~~ Increment at the same time, the decision of GAC shall include the award of ~~a single an~~ Increment.
- B8.07.4 GAC shall be bound by the standards approved under Article B6.03.2.

Time limits

B8.08 Except for the times established in Articles B8.04.9 and B8.04.11, to which Article B8.04.14 applies, all dates and times established by this Article may be varied by the mutual written consent of the Appellant, the Respondent and the Chair.

Confidentiality

B8.09.1 The Chair shall not forward any confidential material received under Article B8.04.11 (and described in Article B6.15.1) to the Appellant under Article B8.04.12 but, instead, shall send a copy of the summary of such material prepared under Article B6.15.1 to both the Appellant and Respondent. Similarly, the Chair shall not forward any confidential material received under Article B8.05.7 to the Appellant but, instead, shall send a copy of a summary prepared by the Chair to both the Appellant and the Respondent.

B8.09.2 A written instrument referred to in Article B8.09.1 shall be made available to members of GAC by the Chair, and may be taken into account by GAC in rendering a decision.

B8.09.3 Subject to Article B8.09.5, all written materials submitted in an appeal to GAC, together with all oral evidence and argument, shall be held in confidence by all persons involved in an appeal and shall not be disclosed to any person.

B8.09.4 Subject to Article B8.09.6, the deliberations of GAC shall be held in confidence by the members thereof and shall not be disclosed to any person.

B8.09.5 The confidential information described in Articles B8.09.3 and B8.09.4 may only be disclosed by a person involved in an appeal to another person:

- a) when required to do so by law; or
- b) to the extent necessary for the proper performance of the duties of the person involved in the appeal, and for the purposes of the appeal as determined by the Chair.

B8.09.6 Where disclosure of the confidential information described in Articles B8.09.3 and B8.09.4 is made in accordance with Article B8.09.5, the person disclosing the information shall do so only on the basis that it is disclosed to another person in confidence.

Article B9: Salaries and Benefits

Salaries

B9.01 The salary scale for FSO Members is set out in Appendix B.2.

Supplementary Health, Dental and Ancillary Benefits

B9.02 FSO Members are eligible to participate in the University benefit programs applicable to FSO members.

Universities Academic Pension Plan (UAPP) and Academic Supplementary Retirement Plan (ASRP)

B9.03.1 FSO Members shall participate in the Universities Academic Pension Plan (UAPP).

B9.03.2 FSO Members are eligible to participate in the Academic Supplementary Retirement Plan (ASRP).

Vacation

B9.04.1 Each FSO Member shall be entitled to an annual vacation in accordance with the following table:

Service Completed	Days of Vacation
less than 10 years	22
at least 10 years but less than 20 years	25
20 years or more	30

B9.04.2 An FSO Member who resigns with an effective date of resignation between September 1 and May 1, and who has not been able to take any or all of the vacation time earned between the immediately preceding July 1 and the effective date of the resignation shall receive, on resignation, an amount in lieu of vacation time missed. This amount shall be calculated on the basis of two days' salary for each month between the immediately preceding July 1 and the effective date of resignation.

Article B10: Academic Reorganization [Wholly Agreed]

Preamble

B10.01 The Board and the Association acknowledge

- a) the importance of long range and strategic academic planning.
- b) that to serve the goals of the University of Alberta and to maintain an optimal learning and research environment, the University must have the flexibility to reorganize its academic programs and approaches to learning and to research; and
- c) that changes in academic programs are normally achieved through processes which do not adversely affect the employment status of FSO Members.

B10.02 Academic planning may result in the Reorganization of academic programs; such Reorganization may follow a restatement of the University's mission, changes in the nature and delivery of programs, or changes in the demand for or need for a program.

B10.03 Academic planning, **including but not limited to academic planning** in accordance with the normal authority and procedures of GFC, may result in revisions to programs or restructuring of Departments or Faculties. For Academic planning which may result in the lay off of FSO Members, the procedures of this Article B10 shall apply.

Definitions

B10.04 For the purpose of this Article B10,

- a) "Program" means a group of credit courses which, on completion, leads to the granting of a degree, diploma or certificate and shall be restricted to those Programs which require Ministerial approval in accordance with section 124(h) and regulations of the *Post Secondary Learning Act*.
- b) "Reorganization" means the reduction, deletion or transfer of a Program within the meaning of section 124(h) and regulations of the *Post Secondary Learning Act*.
- c) "Reduction" means a reduction in a Program and an anticipated reduction in the number of FSO Members in the Program which, in accordance with section 124(h) and regulations of the *Post Secondary Learning Act*, follows or will result in a significant decrease in enrolment or a significant decrease in the length of a program. For the

purpose of this definition, the reduction shall require a reduction of not fewer than 15% of the FSO Members in the Program or 25 FSO Members whichever is the lesser, but in no case shall the reduction of FSO Members be less than 5.

- d) "Deletion" means the discontinuance of a Program and may include the closure of a Faculty or Department.
- e) APC means the Academic Planning Committee of GFC or any successor committee of GFC with the same general responsibilities.
- f) "Minister" means the Minister of Learning.

Preliminary Procedures

B10.05 A Reorganization may originate only from a recommendation from a Faculty Council to the Provost, or from a proposal by the Provost. When the Provost initiates discussion of a Reorganization, the Provost shall inform the Dean, shall provide supporting information, and shall meet with the Faculty Council to discuss the proposal.

B10.06 The Faculty Council shall have up to 4 months to consider and to respond to the information; the Dean shall present the response to the Provost at a special meeting of Faculty Council.

Process for Approval of Reorganization

B10.07 Following consideration of the Faculty Council's response, the Provost may prepare a recommendation for Reorganization of a Program to APC. The Provost shall include the response of the Faculty Council in B10.06 with the recommendation.

B10.08 If the Reorganization may result in a Reduction of a Program, the Provost shall also instruct the Dean to establish the committee required in Article B10.23.

B10.09 Upon receiving a recommendation for Reorganization, APC shall strike a sub committee which shall consider the recommendation. The sub committee shall have 6 members, 3 of whom shall be members of APC, and 3 of whom shall be appointed by agreement between the President and the President of the Association. No member shall be from the Program under consideration. The 6 members shall select one of their members to serve as chair, with power to vote. In the event of a failure to agree on the appointed members, either party may apply to the Chief Justice of the Court of Queen's Bench (who has the power to delegate) who shall select the members necessary to fill the membership.

B10.10 The sub committee may add to its membership one or two persons from the community or profession served by the Program when, in the opinion of the sub committee, such participation will assist the sub committee in its review; such additional members shall have full voting rights.

B10.11 A sub committee shall be struck for each recommendation for Reorganization.

B10.12 The sub committee shall receive and consider submissions about the Program and prepare a report for APC. Persons making submissions shall have the right to appear before the sub committee in open session to present their submissions. In all other respects the sub committee shall be authorized to determine their own procedures.

B10.13 The sub committee shall submit a written report to APC within 30 days of the day that its membership is complete; a copy of the report shall be provided to the Association and to the Dean. The Provost may extend the deadline.

B10.14 APC shall consider the report and the recommendation of the sub committee and, either,
a) return the recommendation for Reorganization to the Provost for further consideration, or

- b) reject the recommendation for Reorganization.
- B10.15 If the sub committee fails to report, APC may proceed to consider the recommendation of the Provost for Reorganization without the benefit of a report.
- B10.16 [Vacant]
- B10.17 Decisions at APC on recommendations for Reorganization shall be by secret ballot.
- B10.18 If APC is replaced by another committee of GFC, the replacement committee shall do what APC is required to do by this Article B10. The membership of the committees authorized to make decisions shall be as close to the membership anticipated by this Article B10 as possible.
- B10.19 GFC shall consider the recommendation from APC and, either:
 - a) approve the recommendation for Reorganization (with or without changes) and forward its recommendation to the Board;
 - b) return the recommendation for Reorganization to the Provost for further consideration; or
 - c) reject the recommendation for Reorganization.
- B10.20 The Board shall consider the recommendation from GFC and, either
 - a) approve the Reorganization and submit the proposal to the Minister under section 124(h) and regulations of the *Post Secondary Learning Act*; or
 - b) return the recommendation to GFC for further consideration; or
 - c) reject the recommendation for Reorganization.
- B10.21 At each stage of the procedure, the Association shall be apprised of the proposals and recommendations and shall be permitted to submit advisory statements. At each stage of consideration of any Reorganization, the Association may send one or two observers (voice but no vote) to APC and to the sub committee of APC when the Reorganization is discussed.

Notice to Members

- B10.22 When GFC approves a Reorganization, the Provost shall:
 - a) inform the Dean, in writing and, if required, inform the committee under Article B10.23 that procedures for implementation must be completed within 20 days of such notice; and
 - b) schedule a meeting with the FSO Members who may be affected by the Reorganization to inform them of the procedures of this Article B10 and to discuss plans and timelines for the implementation of the Reorganization. The Association shall be invited to send representatives to the meeting.

Procedures

- B10.23 For a Reorganization which involves the Reduction of a Program, the Faculty Council shall name an implementation committee to establish procedures and to select the necessary FSO Members to be laid-off.
 - a) For non-departmentalized Faculties the committee shall be the FEC.
 - b) For departmentalized Faculties, the committee shall be either
 - 1.1) the FEC, or
 - 1.2) a committee of 7 members: the Dean shall serve as chair; 3 members shall be elected by Faculty Council from its members; 3 Department Chairs shall be elected by Faculty Council from the roster of Chairs. This committee shall be the same as that selected under Article A10.23(b)1.2.

- c) The committee shall determine the procedures for layoffs. The committee shall forward the procedures to the Provost for approval with a copy to the Association. The Provost may refer the procedures back to the committee for reconsideration. The Provost may extend the deadline set in Article B10.22 (a), and shall not unreasonably deny a request for extension.
- d) If the committee fails to report, the Provost, in consultation with the Dean, shall establish the procedures.

B10.24 For a Reorganization which involves Deletion the Dean shall inform the FSO Members in the Reorganized Program of the number of positions which will be required for each year during which the Program is being deleted. FSO Members may apply for their preferred length of continuation on staff. The Dean shall assign periods of notice in accordance with such requests subject to the qualifications of the FSO Members to teach the required courses.

B10.25 Within 15 days after the approval of the Minister under Article B10.20, the Provost shall convene a meeting of the FSO Members affected by a Reorganization to inform them of the ramifications of the Reorganization and the subsequent procedures of this Article B10. The Association shall be invited to attend this meeting.

FSO Member Options

B10.26 Each FSO Member affected by the Reorganization shall be considered, in order, for:

- a) a voluntary separation payment;
- b) re-assignment to another position at the University;
- c) retraining and subsequent re-assignment to another position at the University;
- d) layoff.

Voluntary Separation

- B10.27
- a) An FSO Member affected by a Reorganization may apply for a severance package with the same severance formula and benefit eligibility as set out in the Voluntary Severance Incentive Plan (VSIP) (Article B11.08).
 - b) Applications shall be submitted to the Dean who, after consultation with the Department Chair, shall forward the application to the Provost, with recommendations for approval. Articles B11.13 to B11.17 dealing with eligibility quotas and timing do not apply.
 - c) The Provost shall establish the timing and schedule for applications and decisions bearing in mind the circumstances of the particular Reorganization.

Reassignment

- B10.28
- a) An FSO Member affected by a Reorganization shall be entitled to identify, in writing to the Provost, any Department or Faculty for which the FSO Member is qualified, and request to be considered for reassignment.
 - b) Following consultation with the Dean and Chair of the identified Faculty or Departments the Provost shall decide on the proposed assignment and shall advise the FSO Member of the decision, in writing.
 - c) The Provost shall consult with the Association prior to making the decision.
 - d) The decision shall not be conditional on staff vacancies in the unit.

Retraining and Reassignment

- B10.29
- a) An FSO Member affected by Reorganization may advise the Provost, in writing, of an interest in being reassigned to a position in another Department or Faculty for which the FSO Member is not currently qualified but could become qualified after a period of paid

study leave. The FSO Member shall describe the study leave program, the qualifications to be obtained and an estimate of the time required to complete the program.

The Provost shall consult the Dean and Department Chair of the identified Faculty (and Department) and with the Association. The Provost shall decide on the proposal, and shall advise the FSO Member, in writing.

Layoff

B10.30 If FSO Members affected by a Reorganization do not accept voluntary severance and are not reassigned, they may be laid-off. In such a case, the Provost shall require the committee established under Article B10.23 to re-convene to determine the specific FSO Members to be laid-off; in doing so, the committee shall apply the procedures approved by the Provost under Articles B10.23(c) or B10.23(d). The committee shall submit a list of names of FSO Members to the Provost as its recommendation for specific layoffs. The Provost may establish a deadline for submission of such a list.

B10.31 Layoffs shall only be considered if the number of positions affected by the Reorganization is greater than the total number of FSO Members who will reach normal retirement age in the academic year in which GFC makes the decision under Article B10.19 and the next two academic years.

B10.32 The Provost shall layoff FSO Members on the recommendation of the committee under Article B10.30. If the committee fails to submit the recommendation, the Dean shall recommend to the Provost, with such a recommendation based on the procedures approved under Articles B10.23(c) or B10.23(d). The Provost shall inform the FSO Members, in writing, with copies to the Association.

B10.33 Layoff under this Article B10 shall not be considered nor represented as dismissal for cause.

Notice and Severance

B10.34 The period of notice to individual FSO Members may vary depending on the need to complete teaching commitments in the Program.

- a) Notice of layoff shall be not less than 9 months **from the date on which the FSO Member is advised, in writing, of the decision to lay-off the FSO Member.**
- b) An FSO Member who resigns before the end of a notice period shall receive not less than 9 months' salary.
- c) An FSO Member who is given notice shall normally continue to perform regular responsibilities during that period. By mutual agreement, salary may be paid in lieu of notice.
- ~~d) — The salary paid during a period of notice plus the severance shall not exceed the regular salary payable between the date of notice and normal retirement.~~

B10.35 An FSO Member who is laid off shall receive a severance payment (in months of salary) of $18.67 - \underline{N}$, where N is the number of months of notice as follows:

- a) **the** minimum severance payment shall be 9 months' salary
- b) The maximum severance payment shall be 15 months' salary.

B10.36 [Vacant]

B10.37 The Board shall provide, on request of an FSO Member, relocation counselling services at a cost not to exceed \$5,000. The Board may provide access to University facilities, including office space, library privileges and computer services for up to two years, subject to availability.

B10.38 Severance shall normally be paid in a lump sum. An FSO Member may request an alternative payment which may be arranged subject to applicable tax regulations and the approval of the Provost.

Recall

B10.39 For a period of two full academic years following the Minister's decision under Article B10.25 the Provost shall not authorize the replacement of FSO Members by other instructional staff or new instructional staff to be appointed in the Program. Should the Program be reinstated within that period, or a new Program be established which requires instructional staff with similar qualifications, or if instructional staff are required to deliver the same or substantially similar courses, persons who received a severance payment shall be informed of all such new positions.

- a) FSO Members on the recall list, who choose to apply for such positions, shall have the right of first refusal for appointments for which they are qualified, provided they inform the Dean within forty days of notification.
- b) If more FSO Members apply than there are vacancies, the selection shall be made on the basis of the procedures in Article A10.23.
- c) If an FSO Member is reappointed, the period between the end of the notice period and reappointment shall be considered as service at the University.
- d) Salary on reappointment shall be at the same rate as on termination adjusted for any scale adjustments in the interim.

Exclusion

B10.40 FSO Members who have appointments where continuation of appointment is contingent upon the continued funding of salary and benefits from an external granting agency (otherwise known as positions with "soft tenure") are not covered by this Article B10.

Article B11: Financial Emergency

Preamble

B11.00 The Board and the Association recognize that disruptions in the University's operating revenue may occur which may impact academic staffing. In such circumstances the procedures of this Article B11 shall be followed.

Definitions

B11.01 In this Article B11:

- a) "Financial emergency" means a condition in which the continued existence of the University of Alberta is placed in jeopardy by a deficit which has occurred or is predicted and projections show continuing deficits.
- b) "Eligible staff member" means an FSO Member who, on the Termination date, would be at or above (1) the mean age or (2) the median age, whichever index provides the greater number of Eligible staff members, plus FSO Members who, on the Termination date would be below the selected index age but who have at least 15 years of service at this University.
- c) "VSIP" means a voluntary severance incentive plan.
- d) "Termination date" means June 30 or December 31, whichever is the earlier, next following the end-date for submission of applications for VSIP (Article B11.18).

- e) "Savings" means the annual cost of salary and benefits deleted from the operating budget when an FSO Member's position is deleted.
- f) "APC" means the Academic Planning Committee of GFC (or any successor committee with the same general responsibilities).

Financial Emergency Procedures

- B11.02 When the President is of the view that Financial emergency conditions exist, the President shall invite representatives of the Association to a meeting to discuss the University's financial circumstances, providing them information supporting that view.
- B11.03 The Association shall have up to 10 days to respond to the President and a second meeting between the President and representatives of the Association shall be convened to discuss that response.
- B11.04 If, following the meeting under Article B11.03, the President concludes that a Financial emergency exists, the President shall initiate the procedures of this Article B11.
- B11.05 If the Association does not meet under Articles B11.02 and B11.03, the President may nevertheless initiate the procedures.
- B11.06 Concurrent procedural streams shall be initiated by the President: (a) a voluntary severance incentive plan (VSIP) (B11.07 - B11.18); and (b) determination of whether or not there is a Financial emergency (B11.19 - B11.36).

VSIP

- B11.07 An Eligible staff member may apply for severance under the VSIP, such application to be in accordance with the procedures of Articles B11.14 - B11.17.
- B11.08 The amount of the severance shall be a function of the number of years between the Termination date and of the normal retirement date of an Eligible staff member, in accordance with the following table.

Number of Years to Normal Retirement	Amount of Severance
0.5	10% of year's salary
1.0	20% of year's salary
1.5	30% of year's salary
2.0	40% of year's salary
2.5	50% of year's salary
3.0	60% of year's salary
3.5	70% of year's salary
4.0	80% of year's salary
4.5	90% of year's salary
5.0	100% of year's salary
5.5	105% of year's salary
6.0	110% of year's salary
6.5	115% of year's salary
7.0	120% of year's salary

7.5	125% of year's salary
8.0	130% of year's salary
8.5	135% of year's salary
9.0	140% of year's salary
9.5	145% of year's salary
10.0	150% of year's salary
Above 10.0	165% of year's salary

B11.09 [Vacant]

B11.10 [Vacant]

B11.11 The President shall announce implementation of the VSIP immediately following the decision under Article B11.04.

B11.12 When announcing the VSIP, the President shall, after consultation with the Association, advise of the amount of Savings predicted through the VSIP.

B11.13 Based on the predicted Savings under Article B11.12, the Provost shall allocate to each Faculty the number of applications which may be accepted for a VSIP severance payment. Such allocations shall be made following consultation with the Association. The total of such accepted applications shall be sufficient to allow the necessary Savings to be met.

B11.14 An Eligible staff member may apply for a VSIP payment to the Dean within the time limit set under Article B11.17.

B11.15 The Dean is authorized to approve such applications provided the allocations under Article B11.13 are honored.

B11.16 If applications exceed the number allocated to the Faculty, persons with the greatest number of years of service as a Staff Member shall be approved first.

B11.17 Applications for VSIP payments must be submitted no later than 3 days following the submission of the report by the Commission (under Article B11.29) or 30 days from its establishment (under Article B11.22), whichever is the later.

B11.18 [Vacant]

Determination of Financial Emergency

B11.19 The President shall, as soon as possible following the decision under Article B11.04, submit a proposal regarding Financial emergency to APC for its consideration; the Association shall have the right to submit a statement to APC and to send one or two observers (voice but no vote) to APC meetings at which this matter is discussed.

B11.20 If, after consideration, APC concludes that a Financial Emergency exists, it shall so declare. From the date of the declaration, the procedures specified hereafter in this Article B11 shall apply. The declaration shall be issued within 10 days following receipt of the President's proposal.

- B11.21 Within 5 days following the declaration under Article B11.20, APC shall forward to the Association a copy of all financial documentation which was before APC.
- B11.22 Within 10 days following the declaration under Article B11.20, the President and the Association shall establish a Commission which shall review the declaration of APC and either (a) confirm it or (b) reject it. At the same time, the President and Association shall jointly invite submissions to the Commission.
- B11.23 The Commission established under Article B11.22 shall consist of 5 persons agreed upon by the President and the Association. If the President and the Association cannot agree on the 5 persons, either party may apply to the Auditor-General of Alberta who shall select the persons needed to fill the membership on the Commission.
- B11.24 If either party fails to undertake its responsibility under Article B11.22, then the other may select the members of the Commission.
- B11.25 The Commission shall select its own chair from among its 5 members.
- B11.26 The Commission shall have the right to inspect relevant University financial records.
- B11.27 The Commission shall meet within 10 days of the appointment of its last member.
- B11.28 Without restricting the generality of its authority and responsibilities, the Commission shall consider the following:
- a) whether the University's financial position (as evidenced from the total budget and not just the academic or salary components thereof) constitutes a budgetary crisis such that deficits projected are expected to continue;
 - b) whether in view of the primacy of academic goals at the University the reduction of academic staff is a reasonable type of cost-saving;
 - c) whether all reasonable means of achieving cost-saving in other areas of the University budget have been explored;
 - d) whether all reasonable means of improving the University's revenue position have been explored; and
 - e) whether enrolment projections are consistent with a proposed reduction in the academic staff complement.
- B11.29 Within 30 days of its establishment, the Commission shall submit a written report to the Board, with a copy to the Association and to APC.
- B11.30 If the Commission determines that a Financial emergency exists, its report shall include a recommendation on the amount of the reduction required in the budgetary allocation for the salaries and benefits of Staff Members.
- B11.31 Within 10 days following the submission of the report by the Commission, the Board shall consider whether or not a Financial Emergency exists and, following such consideration, it shall make a decision on the matter. In its consideration the Board shall take into account any Savings which are expected through the VSIP under Articles B11.07 - B11.18.

Implementation of Financial Emergency

- B11.32 If the Board declares that a state of Financial emergency exists, it shall:
- a) specify the amount required for reductions in salaries and benefits of FSO Members after application of the Savings;

- b) place a freeze on the hiring of instructional staff, with exceptions to the freeze to be agreed to by the Association;
- c) discuss with the Association possibilities of achieving the reductions required, with such discussions to be completed within 10 days of the Board's declaration under Article B11.31.

B11.33.1 If the discussions with the Association under Article B11.32 (c) do not result in agreement on a method of reduction, the Board shall, within 10 days following such discussions, provide the Association with at least two possible methods of achieving the required reductions:

- a) through a reduction in salaries and salary scales for all FSO Members applied in an equal percentage to all FSO Members; or
- b) through the lay-off of FSO Members; or
- c) at the Board's discretion, through a third option.

B11.33.2 In order to prepare for the possibility of lay-off under Articles B11.33.1.(b) or B11.33.1.(c), each Faculty shall be assigned a reduction target dependent upon its proportion of the total salaries of FSO Members. Each departmentalized Faculty shall select the members of the committee to carry out the process under Article B11.23 with such selection to be completed within 15 days of the decision of APC under Article B11.20. The committee shall determine the procedures and submit these to the Provost, under Article B10.23 (c), within 30 days of the decision of APC under Article B11.20.

B11.33.3 If the FSO Members opt for Article B11.33.1 (b) or B11.33.1 (c) (with layoffs), the Provost shall require the committee established under Article B11.33.1/B10.23 to re-convene to determine the specific FSO Members to be laid-off; in doing so, the committee shall apply the procedures approved by the Provost under Articles B10.23 (c) or B10.23 (d). The committee shall submit a list of names of FSO Members to the Provost as its recommendation for specific layoffs. The Provost may establish a deadline for submission of such a list.

B11.33.4 The Provost shall decide on the recommendations submitted under Article B11.33.3 and advise the FSO Members affected, in writing, with a copy to the Association.

B11.33.5 Severance and notice for FSO Members who are laid-off under Articles B11.33.3 and B11.33.4 shall be the same as for those who are laid-off under Article B10. The specific Termination dates under Article B10.01 (d) shall not apply.

B11.34 The Board's proposals under Article B11.33.1 shall be put to a vote of FSO Members affected, with such a vote to be completed within 20 days of the Board's submission under Article B11.33.1. If more than two options are provided, the vote shall be by preferential ballot.

B11.35 The vote of the FSO Members under Article B11.34 shall be final and binding upon the Board, the Association and the FSO Members.

B11.36 Any changes to salaries/salary scales and benefits of FSO Members resulting from application of Articles B11.32 - B11.35 shall be made notwithstanding the provisions of Articles 2.12 - 2.20 for the time specified in the proposals under Articles B11.32 - B11.35.

Exclusion

B11.37 FSO Members whose appointments are contingent upon continued funding of salary and benefits from an external granting agency (also called "soft tenure") are not covered by this Article B11.

Article B12: Delegation [WHOLLY AGREED]

- B12.01 The Board confirms delegation of its powers, duties and functions for the performance of its responsibilities contemplated by the terms of the Common Agreement and this Schedule B (with the power to subdelegate as set out in this Article), including responsibilities assigned to a person or committee pursuant to:
- a) Article B1 – Appointments
 - b) Article B5 - Probation and Continuing Appointment
 - c) Article B6 - Faculty Evaluation
 - d) Article B6 - Appeals
 - e) Article 7 – Discipline
 - f) Such other matters as the parties may mutually confirm in writing from time to time, and with power to delegate further as set out in this Article.
- B12.02 The authority of any party described in Article B12 to delegate responsibilities under this Article includes the authority to revoke those delegated responsibilities and to exercise those directly. The revocation of a delegated responsibility does not nullify decisions, order, directions or recommendations made at the time the delegation of responsibilities remained in effect.
- B12.03 ~~A senior officer of the University (including a chair, a Dean, and the Provost) may delegate to another officer of the University or to an FSO Member any of the responsibilities assigned in this agreement to the senior officer, subject to approval in writing by the officer to whom the senior officer reports. The President may delegate any responsibility of the President to another officer of the University or to an FSO Member.~~
- Except where expressly limited, delegation of duties and responsibilities set out in the Common Agreement or Schedule B may occur to and from individuals in the role of President, Provost, Deputy Provost, Vice-President, Academic Administrator and Department Chair, or to an FSO Member, with the written approval of the person to whom the delegator reports. (The President may delegate without such written approval.)**
- ~~B12.04 “Acting” when referring to an officer of the University (President, Vice-President, Dean, Department Chair or other officer) means a person designated to act for the officer during the officer’s absence; the person who is acting shall have the same authority and responsibility during appointment as the officer has under the terms of the Common Agreement and this Schedule B.~~
- B12.05 The President of the Association may delegate any responsibility of the President to another member of the executive of the Association or the Executive Director of the Association.
- B12.06 Faculty Council may recommend, and the Provost may approve, delegation of any responsibility of a Faculty Council to such persons or groups designated by the Faculty Council.
- B12.07 The FEC Chair in a non-departmentalized Faculty may recommend, and the Provost may approve, delegation of any responsibility of an FEC Chair to the Dean of the Faculty.
- B12.08 If, in the Common Agreement or this Schedule B a decision is to be made by the Association, the decision shall be made by the President of the Association subject to such restriction as the Association, acting in accordance with its bylaws, may determine. Any Association policy which restricts the ability of the President of the Association to act shall be communicated in writing to the Provost.

[Wholly Agreed]



Appendix B.1: Letter of Appointment

[Office Name]

[Name]
[Address]

[enter date]

Dear [Name]:

On behalf of the Governors of the University of Alberta, I am pleased to offer you a formal appointment to the academic staff of the University of Alberta in accordance with the terms set forth below. Should you accept this offer, your employment will be governed by the Collective Agreement, including Schedule B for Faculty Service Officers, a copy of which can be found at <https://www.ualberta.ca/faculty-and-staff/my-employment/collective-agreements-and-handbooks>. The Agreement may be amended in accordance with its terms and such amendments are binding upon you.

The specific terms of the appointment offer are:

1. Rank/Position/Title:
2. Faculty:
Department:
3. Effective Date:
Period of Probationary Appointment: _____ to June 30,
4. Initial salary rate: _____ \$
5. Special conditions:
6. You will be subject to all Rules, Regulations and Policies of the University as may be promulgated or amended from time to time.
7. You may be eligible for a removal allowance of \$ _____ in accordance with Article B1.05 of the Agreement.

The return of one signed original copy of this letter to the undersigned by _____ will constitute your acceptance of this offer of appointment on the terms hereof.

This appointment is expressly contingent on your continuing eligibility for employment in Canada and upon the University receiving confirmation, if required by the appropriate federal government department or upon request by the University, of your continuing eligibility for employment in Canada. Loss of your eligibility for employment in Canada or a failure to provide confirmation of your eligibility for employment in Canada (i.e. work permit and/or permanent or temporary residence visa) will render the appointment null and void.

All personal information collected by the University of Alberta for the purpose of employment shall be collected under the authority of Section 33c of the Alberta Freedom of Information and Protection of Privacy Act (FOIPP) and will be protected under Part 2 of that Act. Certain information will be made available to federal and provincial departments and agencies under appropriate legislative authority. For further information regarding the collection and use of the personal information, contact *Human Resource Services, 2-60 University Terrace, University of Alberta. Phone: 492-4555.*

THIS FORM CONSTITUTES THE ENTIRE CONTRACT OF APPOINTMENT BETWEEN THE APPOINTEE AND THE UNIVERSITY AND NO OTHER WRITTEN OR ORAL CONDITION, QUALIFICATION OR AGREEMENT EXISTS OR IS INCLUDED HEREIN BY REFERENCE HERETO EXCEPT AS HEREINBEFORE SET FORTH.

Yours sincerely,

[Name]
[Title]

Received by University

ACCEPTANCE

I hereby acknowledge receipt of the original hereof and accept the Appointment referred to and the terms and conditions set forth.

Dated at _____

(City)

This _____ day of _____, _____

(Day)

(Month)

(Year)

Signature

NEW Appendix B.2.0: Annual Report [Wholly Agreed]

1. Requirement to Report

- 1.01 Each FSO Member shall submit an Annual Report. (B2.03)
- 1.02 The Annual Report shall provide information on the University responsibilities during the reporting period in accordance with the written job description and general responsibilities of the position. (B2.02)
- 1.03 FSO Members on professional leave for all or a portion of the reporting period shall include a report on activities while on leave. (See, for example, B4.03.11)

2. Reporting Structure

- 2.01 Reports shall be submitted to the Department Chair with a copy submitted to the Dean.
- 2.02 In non-departmentalized Faculties, the Annual Report shall be submitted to the Dean.
- 2.03 FSO Members who are in divisions of Faculties or Departments shall, in addition, submit a copy of the Annual Report to the division Chair or Head.

3. Format of the Report

- 3.01 The format of the Annual Report may vary by Faculty; the Faculty Council shall approve the format of the report. Annual Reports shall provide at least the information required in 3.02 of this Appendix. The format includes the way in which the Annual Report is structured or designed (electronic or otherwise) and its contents.
- 3.02 The Annual Report shall include as may be applicable in accordance with the written job description and general responsibilities of the position:
 - a) Personal data: name, rank, department.
 - b) Information about teaching activities: courses taught, numbers of students, graduate students supervised, 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.
 - f) The specific duties in accordance with the written job description and general responsibilities of the position.
- 3.03 Subject to the decision of the Faculty Council (pursuant to B3.03.3), the Annual Report may include a section on supplementary professional activity, as applicable.
- 3.04 The Annual Report shall be designed to permit reporting in ways which will assist in determining whether the standards of performance for the FSO have been met (see B6.03).
- 3.05 The Faculty Council shall determine the time period to be reported on in the Annual 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 Report**

- 4.01 The Annual Report shall be used by the Department Chair in preparing recommendations to the Faculty Evaluation Committee.
- 4.02 The Annual Report shall be made available to the Faculty Evaluation Committee and to a General Appeals Committee.
- 4.03 The Annual 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 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 B3.
- 4.06 If the Annual Report is made available beyond the Faculty Evaluation Committee, the FSO Member shall be informed.

Appendix B.2: FSO Member Salary Scales

Full-Time Faculty Service Officers

~~July 1, 2018 to June 30, 2020~~

July 1, 2020 to March 31, 2023

Step on Scale	FSO 1	FSO 2	FSO 3	FSO 4
		Promotion Transition Zone		
		\$73,358	\$91,209	\$113,499
		\$74,634	\$92,845	\$115,423
		\$75,910	\$94,480	\$117,346
		\$77,186	\$96,116	\$119,270
1.0 (minimum)	\$66,322	\$78,462	\$97,751	\$121,193
1.5	\$67,404	\$79,738	\$99,387	\$123,117
2.0	\$68,486	\$81,014	\$101,022	\$125,040
2.5	\$69,568	\$82,290	\$102,658	\$126,964
3.0	\$70,650	\$83,566	\$104,293	\$128,887
3.5	\$71,732	\$84,842	\$105,929	\$130,811
4.0	\$72,814	\$86,118	\$107,564	\$132,734
4.5	\$73,896	\$87,394	\$109,200	\$134,658
5.0	\$74,978	\$88,670	\$110,835	\$136,581
5.5	\$76,060	\$89,946	\$112,471	\$138,505
6.0	\$77,142	\$91,222	\$114,106	\$139,852
6.5	\$78,224	\$92,498	\$115,742	\$141,488
7.0	\$79,306	\$93,774	\$117,377	\$143,123
7.5	\$80,388	\$95,050	\$119,013	\$144,759
8.0	\$81,470	\$96,326	\$120,648	\$146,394
8.5	\$82,552	\$97,602	\$122,284	\$148,030
9.0	\$83,634	\$98,878	\$123,919	\$149,665
9.5	\$84,716	\$100,154	\$125,555	
10.0	\$85,798	\$101,430	\$127,190	
10.5	\$86,880	\$102,706	\$128,826	
11.0	\$87,962	\$103,982	\$130,461	
11.5	\$89,044	\$105,258	\$132,097	
12.0	\$90,126	\$106,534	\$133,732	
12.5	\$91,208	\$107,810	\$135,368	
13 (maximum)	\$92,290	\$109,086	\$137,003	
<i>Single Increment</i>	\$2,164	\$2,552	\$3,271	4@ \$3,847 (Step 1 to Step 5) 4@ \$3,271 (Step 5.5 to Step 9)

Located on the Human Resource Services website:

<https://cloudfront.ualberta.ca/-/media/hrs/pay-and-tax-information/salary-scales/fso-2018-2020.pdf>

Appendix B.2: FSO Member Salary Scales

Full-Time Faculty Service Officers

Effective April 1, 2023 to and including November 30, 2023

schedule to be included

Appendix B.2: FSO Member Salary Scales

Full-Time Faculty Service Officers

Effective December 1, 2023 to and including June 30, 2024

schedule to be included

Appendix B.3: Copyright Regulations [Wholly Agreed]

1. Ownership

- 1.1 Pursuant to Article 11.02, a Staff Member who creates a Work resulting from or connected with the Staff Member's duties or employment owns copyright in the Work. However, the University owns or has an interest in Works as provided in paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, 3.1, 5.1, and 5.2 of this Appendix B.3.
- 1.2 For the purposes of this Appendix B.3 and Article 11, "Work" or "Works" means anything in which copyright subsists pursuant to the *Copyright Act* (Canada), whether published or unpublished. For greater certainty, Work includes: architectural works, artistic works, choreographic works, cinematographic works, collective works, dramatic works, literary works, musical works, compilations, performers' performances, sound recordings and communication signals, all as defined in the *Copyright Act* (Canada).
- 1.3 A creator has moral rights in a Work, as provided under the *Copyright Act*. The Parties endorse and support the creator's right to manage those moral rights.
- 1.4 If a Staff Member creates a Work
 - (a) in the course of performing administrative or management duties or activities for the University, a Department, or a Faculty, including all units therein associated (e.g., Centres and Institutes); or
 - (b) for the purposes of a committee or group of a Department, Faculty, or the University;then the University owns copyright in the Work.
- 1.5 If a Staff Member creates a Work pursuant to a written agreement between the Staff Member and the University, that agreement shall address the University's arrangement with the Staff Member regarding ownership or other interest in that Work.
- 1.6 If a Staff Member creates a Work under a sponsored research funding agreement with a third party funder, copyright ownership and licensing are governed by the terms of the sponsored research funding agreement. Because the University shall enter into the sponsored research funding agreement with the sponsor, the University has the right to obtain from the Staff Member an assignment or licence of the copyright as necessary to fulfill its obligations to the sponsor under the sponsored research funding agreement. However, the Staff Member cannot unilaterally assign or licence Works that are not wholly owned or created by that Staff Member.
- 1.7 If a Staff Member creates a Work under any other agreement between the University and a third party, including but not limited to a secondment agreement or facility access agreement, copyright ownership and licensing are governed by the terms of the agreement between the University and the third party. To avoid any need for the Staff Member personally to transfer or agree to transfer rights relating to the Work to the third party (which may entail the personal liability of the Staff Member), the University has the right to obtain from the Staff Member an assignment or licence of the copyright as necessary to fulfill its obligations to the third party under the agreement. However, the Staff Member cannot unilaterally assign or licence Works that are not wholly owned or created by that Staff Member.

2. University Licence

General Principles

- 2.1 Subject to paragraphs 2.2 to 2.9 inclusive, the University is and shall be entitled to an immediate, non-exclusive, royalty-free, non-transferable, irrevocable licence to use any Work created or produced by a Staff Member that results from or is connected with the Staff Member's duties or employment, for all purposes within the University's approved mandate pursuant to the *Post-Secondary Learning Act* (Alberta).
- 2.2 The purposes referred to in paragraph 2.1 include, but are not be limited to, unit accreditation, unit or University marketing, and any not-for-profit activity.
- 2.3 The licence contemplated by paragraph 2.1 does not apply if, as a result of reasonable academic or pedagogical publishing practice, a Staff Member must assign copyright to a Work to a third party as a condition of publication. In such a case, the Staff Member shall make best efforts to cause the third party to provide a licence to the University in relation to the Work, such licence containing terms that are analogous to those described in paragraph 2.1.
- 2.4 The licence contemplated by paragraph 2.1 does not preclude a Staff Member from agreeing with the University to grant any additional licence or other rights in and to a Work to the University.
- 2.5 A Staff Member, reasonably believing that their Work is unsatisfactory for a proposed use due to outdated, incompleteness, negative impact on the professional reputation of the Staff Member, or other academic grounds, may amend the Work or require that its use be withheld.

Limited Exception – Works Created to Fulfill Assigned Course Responsibilities

- 2.6 Except in the cases described in paragraphs 2.7 to 2.9 inclusive, the licence contemplated by paragraph 2.1 does not apply to any Work created by a Staff Member to fulfill assigned course responsibilities under Articles B2.01 and B2.02.
- 2.7 The licence contemplated by paragraph 2.1 includes those elements of a course outline that set out the information required by General Faculties Council policy, as described in the University Calendar.
- 2.8 If a Staff Member is unable or unavailable to deliver all or part of a course duly assigned to that Staff Member, the University may use the Work described in paragraph 2.6 to complete the delivery of the course. Such a licence will not be irrevocable, but instead will be for the duration of the course in that academic year.
- 2.9 The University may use a Work described in paragraph 2.6 for the purposes of unit accreditation, in connection with transfer credit determinations or as the University may be required to meet its obligations to students.

3. Computer Programs and the University Patent Policy

- 3.1 In addition to this Appendix, the University Patent Policy shall apply to a computer program that is patentable intellectual property.

4. Conflict of Interest and Conflict of Commitment

- 4.1 The University has an interest in ensuring that Works created by its own Staff Members are not used to compete with or undermine the University's educational mission or activities. Therefore, a Staff Member's creation and use of Works in which the Staff Member owns copyright remain subject to the University's conflict of interest and conflict of commitment policies.

5. Collaborative Works

- 5.1 Works created collaboratively by students, staff, faculty and/or others present special challenges with regard to copyright. Such works may be owned in whole or in part by the University, or the University may have rights in and to those Works if they fall within one of the categories described in paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix B.3.
- 5.2 Subject to paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix B.3, if a Work is created by a Staff Member and one or more other individuals governed by University collective agreements, policies, and procedures, as between the University and that Staff Member and the individual or individuals, each person's rights and obligations relating to the Work shall be determined by the applicable University collective agreements, policies, and procedures. In the case of some collaborative Works, especially those involving members of different categories of persons within the University community, the parties involved may decide to assign copyright to the University in order to coordinate distribution, use, and (when appropriate) revenue sharing.
- 5.3 If a Work is created by a Staff Member and an individual or individuals who are not subject to University collective agreements, policies, and procedures, ownership of copyright will be decided in accordance with:
- (a) a written agreement between that Staff Member and that individual or those individuals;
 - (b) a written agreement between the University and another organization; or
 - (c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix B.3 will apply to any interest held by the Staff Member, with the necessary changes.

6. Guidelines

- 6.1 The University may publish guidelines, recommendations, and explanatory notes which shall not form part of this Appendix B.3, to assist Staff Members and others to structure collaborations in ways that maximize certainty and minimize conflicts respecting interests in Works, and to assist in the application or use of this Appendix B.3.

Appendix B.4: Definitions [Wholly Agreed]

- ~~1. "Department Chair" means the chief executive officer of a Department. Responsibilities assigned herein to a Department Chair shall be the responsibility of the Dean in Faculties in which there are no departments.~~

Schedule C

LIBRARIANS

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[To be amended pending final agreement]

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Article C1: Appointments [WHOLLY AGREED]

- C1.01.1 "Librarian" means a person who has a degree from an accredited graduate program in library and/or information studies, or an equivalent program, who has been appointed to a librarian position on the academic staff of the University of Alberta, in which the person has been or may be granted tenure and includes both full time and part time staff who hold such positions.
- C1.01.2 The appointment of a Librarian shall be made by the Chief Librarian.
- C1.01.3 A letter of appointment, following the example in Appendix C.1, duly executed by the Chief Librarian and the Librarian, shall confirm the appointment of a Librarian.
- C1.01.4 The appointment of a Librarian shall commence on the date set in the duly executed letter of appointment.
- C1.01.5 The employment of a Librarian shall be for 12 months of each year.

Contingent appointments

- C1.02.1 Notwithstanding Article C1.01, a Chief Librarian may appoint a Librarian to a position with a special condition that recognizes circumstances where the position is funded by external sources.
- C1.02.2 The term "funded by external sources" is defined as any financial support directly tied to a specific position when the financial support does not come from the operating budget of the University. The term may include funds from endowments or targeted gifts, agencies supporting research through grants or contracts, and other sources.
- C1.02.3 The special condition shall state that the continuing nature of the appointment is explicitly contingent on the continued receipt of funds from the external source. In the event that the funds are discontinued, the Librarian shall receive notice of not less than 12 months that the position will be discontinued.

Special conditions

- C1.03.1 The Chief Librarian may appoint a Librarian with special conditions which are at variance with the terms of this Agreement provided:
- a) the variations are in writing and are included in or appended to the letter of appointment; and,
 - b) the variations have been approved in writing by the Provost after consultation with the President of the Association and prior to the offer being made.
- C1.03.2 The Provost may approve special conditions which are at variance with the terms of this Agreement and which are agreed to subsequent to the original appointment of a Librarian provided:
- ~~a) the variations have been recommended by the Chief Librarian and are approved in writing by the Librarian and the President of the Association.; and~~
 - ~~b) the Provost has consulted with the President of the Association prior to approval.~~
- C1.03.3 Notwithstanding the provisions of Article C1.02, the Chief Librarian, with the advance written approval of the Provost, may add an additional special condition providing that, in the event that the external source of funding is discontinued, the appointment shall be transferred to a standard appointment without special conditions. In the absence of such a second special

condition, no appointment under Article C1.02 shall carry any expectation of continuance in the event that the external financial support for the position is discontinued.

Effective dates

C1.04 A probationary appointment or an original appointment with tenure may be made at any time.

Removal allowances

C1.05.1 A Librarian upon appointment may be eligible for a removal 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 allowances shall be established from time to time by the Board after consultation with the Association.

C1.05.2 An Librarian who voluntarily leaves the service of the University before rendering two years of service shall be required to refund a portion of the removal 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 Librarian is appointed with tenure, one year's service shall discharge the obligation to the University; if such a Librarian leaves the University prior to having served one year, the obligation shall be reduced proportionally with each month served.

Advisory Selection Committee

C1.06 The Library shall have an Advisory Selection Committee to advise the Chief Librarian on Librarian appointments, excluding the appointment of Temporary Librarians. Upon the request of the Chief Librarian and following consultation with the Association, the Provost may waive the use of an Advisory Selection Committee. The composition of the Committee shall be:

- a) the Administrative Librarian responsible for personnel, as Chair;
- b) the Supervisor;
- c) one Staff Member from the unit involved selected by the Chair;
- d) one Staff Member of the Library, selected according to procedures approved by the Library Council;
- e) other persons as deemed necessary by the Chief Librarian following consultation with the Committee.

Professional ranks

C.1.07.1 There shall be 3 ranks of Librarian:

a) **Librarian 1 - General Librarian**

Positions will normally include a mix of general responsibilities in, but not limited to, any or all of: organizing, managing and ensuring access to information; providing consulting and teaching services; developing and maintaining the Library's collection and information systems; and contributing to library management, usually at the local level and without direct supervisory or administrative responsibilities.

b) **Librarian 2 - Operations Librarian**

Positions are distinguished by their substantial responsibility for resources, either human or material, by co-ordination of a system-wide function, or by some combination of these responsibilities.

Responsibility for human resources involves planning and organizing tasks or functions as well as supervision, training and evaluation of personnel, including maintenance of overall performance standards. Material resources include collections or equipment budgets, with the responsibility to ensure that objectives for allocation and expenditure are met, that resources are developed, maintained and managed according to strategic system-wide priorities.

Co-ordination of a system-wide function includes both long-term and strategic planning and direction for a particular function, such as distance education. It involves substantial liaison and consultation throughout the library system, as well as external contacts with other librarians, organization or agencies.

c) **Librarian 3 - Administrative Librarian**

Positions are characterized by overall responsibility and accountability for budget and personnel, as well as co-ordination and integration of various functions, on a large scale.

Responsibilities include setting strategic and budget priorities and overseeing operations, as well as promoting the library to the University community, and for instituting policies and accountability measures that are appropriate to the emerging information technology environment.

C1.07.2 The Chief Librarian shall determine the classification of each position following consideration of a Position Review Committee. The Position Review Committee shall consider all positions:

- a) which are new positions; and
- b) when new responsibilities are added to an existing position (in accordance with Article C2.01).

C1.07.3 The Position Review Committee shall consist of the Administrative Librarian responsible for personnel as Chair, at least two Administrative Librarians, and two Librarians elected in accordance with procedures approved by Library Council.

C1.07.4 Positions may be reviewed on the direction of the Chief Librarian, or on the request of a Librarian who has applied to the Supervisor to have the position reviewed, or on the direction of the Supervisor of a Librarian.

Special Duties with Stipend

C1.08 In certain circumstances, a Librarian may be asked by the Chief Librarian to take well-defined and short-term responsibility for a particular project, function or group, and/or individuals. These positions allow the incumbents to test themselves in a supervisory or co-ordinating role, to take on additional responsibility as a professional growth opportunity. These positions are distinguished by the temporary nature of the assigned responsibility. In recognition of such circumstances, a stipend may be paid for the duration of the assignment.

Academic Administrators

C1.09.1 The Board may employ administrative leaders ("Academic Administrators") in academic administration positions who are Librarians and who are outside the scope of this Agreement while serving as an Academic Administrator. Where an Academic Administrator takes an administrative leave between two successive Academic Administrator appointments, the person also remains outside the scope of this Agreement during the leave. The Board shall provide a copy of the list to the Association whenever a new Academic Administrator is appointed or an Academic Administrator's appointment ceases, for whatever reason. No individual's rights

under Article C1.09.2 or C1.09.3 are diminished by reason of the position that they filled not being included on the list.

- C1.09.2 A Librarian who held a tenured position under this Agreement, prior to receiving an appointment as an Academic Administrator shall be immediately re-appointed to a tenured Librarian position upon termination of the academic administration appointment, unless the Librarian has elected to resign or retire from their tenured position, in accordance with the following:
- a) The Librarian shall re-enter the scope of this Agreement at the conclusion of the academic administration appointment unless appointed to another academic administration position in succession.
 - b) At the conclusion of the last of successive academic administration appointments, the Academic Administrator shall immediately be re-appointed to a tenured Librarian position (the recommendation contemplated by Article C5.03.1 is waived) and shall immediately re-enter the scope of this Agreement.
 - c) For clarity, a failure to re-appoint shall constitute a violation of this Agreement and is subject to Article 14 (Grievance) and Article 15 (Arbitration).
- C1.09.3 An individual who did not hold a tenured position under this Agreement prior to receiving an appointment as an Academic Administrator shall be simultaneously appointed to a tenured position under this Agreement in accordance with Article C5.03.1, with the appointment to take effect immediately upon termination of the academic administration appointment, unless the Librarian has elected to resign or retire from their tenured position, in accordance with the following:
- a) The Academic Administrator shall enter the scope of this Agreement at the conclusion of the academic administration appointment unless appointed to another academic administration appointment in succession.
 - b) At the conclusion of the last of successive academic administration appointments, the Academic Administrator shall immediately be appointed to a tenured Librarian position and shall immediately enter the scope of this Agreement.
 - c) For clarity, a failure to appoint shall constitute a violation of this Agreement and is subject to Article 14 (Grievance) and Article 15 (Arbitration).
- C1.09.4 Re-appointment or appointment to a Librarian position under Article C1.09.2 or C1.09.3 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 Librarian position, the provisions of Article 7 (Discipline) shall apply notwithstanding that the conduct pre-dated the re-appointment or appointment to a Librarian position.

Article C2: Responsibilities [WHOLLY AGREED]

- C2.01.1 The Chief Librarian shall, on appointment, provide the Librarian with a written position description which sets out the general responsibilities of the position held by the Librarian.
- C2.01.2 The Supervisor shall assign the specific duties of the Librarian, bearing in mind the position description. The Supervisor shall also determine, at least annually, performance expectations which shall be appended to the position description.
- C2.01.3 The Chief Librarian may revise the Librarian's position description following consultation with the incumbent and, if requested by the incumbent, with the Association. The revision shall take into account the qualifications and experience of the incumbent.
- C2.01.4 The Chief Librarian may transfer a Librarian to a different position in the University Library and, if so, shall provide the Librarian with the position description for the new position. Prior to such transfer, the Chief Librarian shall consult with the incumbent and, if requested by the incumbent, with the Association.
- C2.01.5 The incumbent shall be informed of the right to have the Association consulted about the proposed changes.
- C2.01.6 The Chief Librarian shall provide to the Association, at its request, copies of position descriptions for positions under review, and shall inform the Association of proposed transfers.
- C2.01.7 A Librarian may be assigned responsibilities in, but not limited to, any or all of the following: organizing, managing and ensuring access to information; providing reference, consulting and teaching services; developing and maintaining the Library's collection information systems; and managing human and financial resources and contributing to library administration.
- C2.01.8 A Librarian shall be expected to participate in service to the general public by making available the Librarian's expertise and knowledge of the discipline, and, similarly, in professional associations and service to the profession.
- C2.01.9 A Librarian may undertake responsibilities in and be recognized for participation in the governance of the University and the Library.
- C2.01.10 A Librarian may participate in professional and scholarly research and may request that individual research projects be included in the specific responsibilities assigned. When a Librarian participates in professional or scholarly research, such activity and research funds shall be administered in accordance with policies and procedures established by GFC, the Board or by the Vice-President (Research), following consultation with the Association. The policies and procedures shall be published in a manual or handbook which shall be available from the office of the Vice-President (Research). The policies and procedures shall be consistent with the terms of this Agreement; in the case of conflict, this Agreement shall govern. Questions arising from the administration of the policies and procedures or failure to comply with the policies and procedures shall be resolved in accordance with the procedures of this Agreement.

Annual Report

C2.02 A Librarian shall submit to the Supervisor and to the Chief Librarian an Annual Report on University responsibilities for the previous year. The form for such a report shall be approved by the LEC on the recommendation of the Chief Librarian.

Dispute Resolution

C2.03 If there is a dispute with respect to the Librarian's University responsibilities, a Librarian shall have recourse to the Chief Librarian. The decision of the Chief Librarian shall be final and binding.

Reorganization

C2.04.1 For the purpose of this Article C2.04, a Reorganization shall be defined as the concurrent and related revision of the position descriptions of at least 3 Librarians.

C2.04.2 Prior to a Reorganization, the Chief Librarian shall consult with the Association on the scope and nature of the Reorganization and inform Library Council.

C2.04.3 Each position description shall be revised in accordance with the procedures in Article C2.01.

C2.04.4 No Librarian shall be laid off as a result of a Reorganization.

Article C3: Supplementary Professional Activities [Wholly Agreed]

Scope, context and authorization of supplementary professional activity

C3.01.1 A Librarian has a primary obligation to fulfil University responsibilities. A Librarian who proposes to engage in activities outside the University which are related to their duties at the University or which are of a consulting nature, shall so inform the Chief Librarian. If the proposed activities are during regular office hours, the permission of the Supervisor and Chief Librarian, in writing, must be obtained prior to the Librarian undertaking the activities. If University facilities are proposed to be used in the conduct of the outside activities, the permission of the Chief Librarian, in writing, must be obtained prior to the Librarian utilizing such facilities. If the Librarian expects to make extensive use of such facilities, the Librarian may be required to reimburse the University for such use.

C3.01.2 Under certain circumstances it is appropriate for Librarians to assume responsibilities at the University in addition to their regular duties and for which they may receive additional remuneration. Requests to assume such additional responsibilities must be approved by the Supervisor and the Chief Librarian, in writing.

C3.01.3 Such professional activity shall represent an integral part of the responsibility to relate theory to professional practice, thereby enabling professional practice to remain relevant.

C3.01.4 Care must be taken by the Librarian that the supplementary activities are not a conflict of interest with the University duties and do not prevent, hinder or unduly interfere with the Librarian's primary responsibilities.

C3.01.5 If there is a dispute with respect to a Librarian's supplementary professional activity, the Librarian shall have recourse to the Chief Librarian and the Provost, in that order. The decision of the Provost shall be final and binding.

Definition of supplementary professional activity

- C3.02 Without restricting the generality of the term supplementary professional activities, this category shall include any of the following:
- a) employment in any capacity by another employer; including the carrying out of teaching duties;
 - b) consulting;
 - c) personal services contracts.

Conditions

- C3.03.1 The authority and approval of supplementary professional activity is subject to the following conditions:
- a) The Librarian shall not compete unfairly with professionals outside the University.
 - b) The supplementary professional activity shall not infringe upon the University's conflict of interest policies and procedures.
 - c) The supplementary professional activity shall conform with regulations governing the use of University facilities and staff. (Research Policies and Services Manual)
 - d) The Librarian shall indemnify and hold harmless the University from and against any loss, injury or damage which the University may or could suffer arising in any way out of or in relation to such activities. The Librarian gives this covenant and makes this agreement notwithstanding that the University has participated in such activities by the provision of facilities, space, equipment, or administrative assistance, unless the said loss, injury or damage arises directly from a malfunction of the said facilities or equipment which is not caused by the user thereof; and notwithstanding that the University has participated in such supplementary professional activity by the provision of students or postdoctoral fellows or the like; and notwithstanding that any formal contract with respect to those supplementary professional activity has not been negotiated by or approved by the University.
 - e) When engaged in supplementary professional activity, Librarians shall not use the name of the University in any way, except as the mailing address, nor shall Librarians hold themselves as agents of the University when engaged in supplementary professional activity.
- C3.03.2 Supplementary professional activities may be taken into account in the evaluation of a Librarian's performance.

Article C4: Professional Leave

Eligibility

- C4.01.1 A Librarian may be granted professional development leave in accordance with this Article C4.
- C4.01.2 A Librarian shall be eligible to apply for leave provided the Librarian has completed the probationary appointment.
- C4.01.3 Leave shall only be awarded to a Librarian who has a carefully prepared program which, in some way, will be of benefit to the University.

Application Process

- C4.02.1 The proposal for leave shall be prepared by the Librarian following consultation with the Supervisor.
- C4.02.2 The proposal for leave shall include a description of the activity proposed during the leave, a statement of the benefit of such activity to the applicant and its value to the Library, and the salary level requested for the leave.
- C4.02.3 The Librarian shall submit the proposal for leave to the Supervisor. The Supervisor shall append any comments and then forward the proposal to the Chief Librarian.
- C4.02.4 Upon receipt of a proposal for leave, the Chief Librarian shall call a meeting of the LEC and provide that committee with a copy of the proposal and the appended comments.
- C4.02.5 The LEC shall consider the proposal for leave and make a recommendation to the Chief Librarian, including a statement regarding the value of the leave to both the Librarian and the Library and the appropriate salary level for the leave.
- C4.02.6 Upon receipt of the advice of the LEC, the Chief Librarian shall decide whether or not the leave is to be awarded and, if it is awarded, the terms of the leave. The decision of the Chief Librarian shall be final and binding.
- C4.02.7 The Chief Librarian shall advise the Librarian of the decision regarding the leave, and if approved, the terms of the leave.
- C4.02.8 In the event that the Librarian wishes to change the leave program from that approved by the Chief Librarian, they must re-submit the application for reconsideration. The new application shall set out the details of the new program and the reasons for the revision.

Terms and Conditions

- C4.03.1 In determining the salary level, the LEC shall follow the principle that the level of salary shall reflect the proportionate benefit of the leave to the Library.
- 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% 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% 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.
- C4.03.5 Where LEC proposes a change to the salary level requested, LEC shall consult with the Librarian prior to making its recommendation to the Chief Librarian.
- C4.03.6 The Librarian may receive grants or scholarships or other aid from outside agencies to assist in the financing of the leave program. Supplementary professional activity and research funds received during leave shall be governed by the provisions of Articles C2 and C3, respectively.
- C4.03.7 During the period of leave, the Librarian shall be eligible to participate, in full, in the benefit programs set out in Article C9, with the University continuing to pay the regular employer costs.
- C4.03.8 The period of leave may be from one month to one year. Proposals for part time leave shall be acceptable.
- C4.03.9 During leave, the Librarian shall not undertake alternative employment without the advance written approval of the Chief Librarian.
- 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.
- 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.

Article C5: Probation and Tenure [Wholly Agreed]

Types of appointments

- C5.01 A Librarian may be appointed with tenure, or may be appointed on probation leading to consideration for appointment with tenure.

Probationary periods

- C5.02.1 On appointment, a new Librarian shall normally serve a probationary period of 36 months.
- C5.02.2 If a Librarian serving a probationary period is granted one or more leaves, for a total of at least 12 weeks, the probationary period shall be extended by the duration of such leave.

Consideration for appointment with tenure early in the probationary period

- C5.03.1 At any time before the expiry of a probationary period, the Chief Librarian may recommend to the LEC that the Librarian be offered an appointment with tenure.
- C5.03.2 After considering the Chief Librarian's recommendation, the LEC may make one of the following decisions:
 - a) that an appointment with tenure be offered to the Librarian, or
 - b) that the probationary period continue.

End of the probationary period

- C5.04.1 Not later than 4 months before the expiration of the Librarian's probationary period, the

Supervisor shall recommend to the LEC that one of the following decisions be made:

- a) that an appointment with tenure be offered to the Librarian;
- b) that the probationary period be extended by a period not exceeding one year, but only if such a recommendation has not been made before;
- c) that no further appointment be offered to the Librarian.

C5.04.2 After considering the Supervisor's recommendations, the LEC shall make one of the following decisions:

- a) that an appointment with tenure be offered to the Librarian; or
- b) that the probationary period be extended by a period not exceeding one year, but only if such a decision has not been made before; or
- c) that no further appointment be offered to the Librarian.

C5.04.3 LEC decisions shall be made in accordance with the procedures of Article C6.

Termination during probation

C5.05.1 A Supervisor may recommend to the Chief Librarian, and the Chief Librarian may recommend to the Provost that the probationary appointment of a Librarian be terminated by giving one month's notice of such termination. The Provost shall provide the Librarian an opportunity to respond to the recommendation. The effective date of the termination shall be one month from the date of notice, but the assignment of responsibilities may cease as of the date of notice.

C5.05.2 A Librarian whose appointment is terminated under Articles C5.04.2 or C5.05.1 shall be entitled to **receive** a severance payment equal to one month's salary for each year of service as a **Librarian Staff Member, to an all-in maximum of 12 months' salary.**

Article C6: Evaluation

Authority

C6.01 The Library shall have an LEC which shall be authorized to:

- a) consider and decide on recommendations for Increments, in accordance with the schedule in Article C6.11,
- b) consider and decide on recommendations for appointment with tenure,
- c) determine procedures governing this Article C6 and make such procedural rulings as are required of it under this Article C6,
- d) advise the Chief Librarian on applications for leaves under Article C4.

Performance Review

C6.02.1 The review of a Librarian's performance shall be based on consideration of the performance of the responsibilities of the Librarian as outlined in the position description and performance expectations, appended thereto, in accordance with Article C2.01.2, **and the Librarian's Annual Report**, including, where appropriate, supplementary professional activities.

C6.02.1.1 The Library Council shall ensure that guidelines for performance review are transparent with due regard to principles of equity, diversity and inclusion. The LEC shall ensure that guidelines for performance review are consistently applied with due regard to those principles.

C6.02.1.2 Assessment of scholarship, research and innovation must incorporate provisions for different and diverse experiences and contributions to knowledge, including Indigenous knowledges and methodologies, along with different visions, values, cultural mores, methodologies and epistemologies in critical analysis.

C6.02.2 Increments shall be based on merit and not on length of service.

C6.02.3 The decisions on appointment with tenure shall be based on an indication that the Staff Member is, and will in future be, capable of contributing effectively as a Librarian given the performance of the responsibilities of a Librarian while on probation.

Leaves

C6.03.1 Discontinuance of professional responsibilities during periods of Maternity Leave, Parental Leave and Medical Leave (when the total of such periods of leave is less than 6 months in an academic year) shall require the extrapolation of the quality of performance for work done in the year to the full year.

C6.03.2 ~~Periods of secondment, disability leave, Assisted Leave and other forms of leave with pay, with partial pay or with no pay of any length (as well as periods of any form of leave, or combination of leaves, which exceed 6 months) shall not be considered in the evaluation of performance~~ Performance shall be cited in accordance with Article C6.10(c), where the Librarian has been on leave (or combination of leaves) as defined in Articles 8 and 9, and the Employment Standards Code, during the period of review exceeding 6 months in the aggregate.

C6.03.3 Notwithstanding Article C6.03.2, a Librarian may request the Supervisor and LEC to take into account professional activities while on leave. The onus shall be on the Librarian in material appended to the Annual Report to demonstrate to the Supervisor why such activity should be recognized.

C6.03.4 Notwithstanding Article C6.03.2, a Librarian who is on Maternity Leave and/or related Medical leave, and/or Parental Leave for an aggregate period exceeding 6 months in any period of review shall be entitled to a salary increase (with respect to that period of review), determined at the Librarian's election by:

- i.) the Librarian's performance in the period of review, as assessed by LEC, subject to Article C6.03.3; or
- ii.) the average Incrementation the Librarian received, as assessed by LEC, in the last three review periods as available; or the value of a special 1.2 Incrementation award, if the Librarian's performance has not been assessed in any of the last three review periods;

provided the Librarian is otherwise eligible to receive Incrementation.

Composition of LEC

C6.04 The composition of LEC shall be the Administrative Librarian responsible for personnel as chair, 3 Administrative Librarians appointed by the Chief Librarian, and 3 Librarians elected by the Librarians on Library Council.

Responsibility for review of performance

C6.05 The performance of Librarians shall be evaluated as follows:

- a) The appropriate Supervisor shall evaluate the performance of Librarians and submit recommendations thereon to LEC.
- b) The Chief Librarian shall evaluate the performance of Administrative Librarians and submit recommendations thereon to LEC.

Distribution of Increments to Library

C6.06.1 The number of Increments available to the LEC shall be determined in the negotiations in Article 2.

C6.06.2 The calculation of the total number of Increments available shall not include Librarians at the salary ceiling of ranks.

C6.06.3 LEC will fully distribute the maximum number of Increments available for distribution each year, plus or minus the greater of: i) 2% of the number of Increments available for distribution, and ii.) ~~4.0~~ **an** Increment. In special circumstances, the Provost, following consultation with AASUA, may permit LEC to distribute Increments in an amount that is greater or less than that number.

Supervisor's Recommendation: ~~The award of Increments~~ **Incrementation**

C6.07.1 Each year, the Supervisor shall recommend to LEC whether a Librarian should receive ~~an Increment~~ **Incrementation** based on performance in the preceding year. Such a recommendation shall be submitted to LEC for each Librarian in the Library. The recommendation shall be one of the following:

- a) ~~a single Increment; an Increment~~
- b) ~~a multiple Increment, which may be one and one-half, double, two and one-half or triple a single Increment; a portion of Incrementation up to 3.0, which will bring the salary of a Librarian to the salary maximum of the Librarian's present rank;~~
- c) ~~a one-half Increment, which is one-half of a single Increment;~~
- d) ~~a partial Increment, which is an Increment that is less than a single Increment but not a one-half Increment and which will bring the salary of a Librarian to the salary ceiling of the Librarian's present rank;~~
- e) ~~a special Increment, which is an Increment that is greater than a single increment but not a multiple increment, which will bring the salary of a Librarian to the salary minimum of the next higher rank;~~
- f) ~~no Increment.~~
- g) ~~In addition to the above, Increments may be~~ **Incrementation** awarded in quarter Increments ranging from 0.50 to 3.00 **inclusive (i.e., 0.50, 0.75, 1.00, 1.25, 1.50, 1.75, 2.00, 2.25, 2.50, 2.75, 3.00).**
- h) **Zero Increment.**

C6.07.2 An incrementation award of less than ~~4.0~~ **an Increment** is appealable.

Supervisor's Recommendation: No Increment awarded Reasons for Zero Increment

- C6.08 If a Supervisor recommends that ~~no Zero~~ **Zero** Increment be awarded to a Librarian, or if LEC decides that ~~no Zero~~ **Zero** Increment be awarded to a Librarian, in either or both cases, the decision shall be cited as one of the following:
- a) ~~that maximum for rank has been reached and standards for promotion have not been met but performance is acceptable notwithstanding; that performance requirements for Incrementation have been met but the maximum for rank has been reached;~~
 - b) that performance requirements for ~~an increment~~ **Incrementation** have not been met ~~but performance is acceptable notwithstanding;~~
 - c) that academic performance while on authorized leave could not be properly evaluated; or
 - d) that academic performance is unsatisfactory and unacceptable.

Pro-rated Increment Incrementation in the Year of Appointment

- C6.09.1 A Librarian whose appointment takes effect in the period July 1 to October 1, inclusive, is eligible to receive ~~a full increment at one of the values referred to in Article C6.07.1~~ **Incrementation** on the next following July 1, ~~without proration.~~
- C6.09.2 A Librarian whose appointment takes effect in the period October 2 to June 1, inclusive, is eligible to receive ~~a pro-rated increment~~ **Incrementation** on the next following July 1, ~~the proportion of a full increment depending prorated~~ based on the number of months they will have served by July 1. A Librarian whose appointment takes effect in the period June 2 to June 30, inclusive, will not be eligible to receive ~~an increment~~ **Incrementation** on the next following July 1.

Appointment with tenure

- C6.10.1 The award of appointment with tenure shall be decided by LEC following review of the Librarian's performance over the complete career at the University of Alberta.
- C6.10.2 Recommendations for appointments with tenure shall be made in accordance with Article C5.
- C6.10.3 LEC shall determine procedures governing applications for the award of tenure. Such procedures shall provide for the following:
- a) the documentation required to support the application;
 - b) the requirements for references to support the application;
 - c) the role of the Supervisor, the Librarian and the LEC Chair in obtaining the letters from referees and in obtaining any other independent documentation;
 - d) the deadlines and timing for the submission of materials and for notification of decisions;
 - e) the process by which materials submitted to LEC by the Librarian are provided to the Supervisor and vice versa;
 - f) the process by which confidential materials are to be considered and the preparation of summaries thereof for the applicant;
 - g) the provision of information about procedures to potential applicants and the responsibilities of the Supervisor or Chief Librarian;
 - h) any other procedures LEC considers necessary.
- C6.10.4 While a Librarian is on probation, the Supervisor shall meet regularly with the Librarian (at least annually) to apprise the Librarian of progress, or lack thereof, of future expectations of performance, of any deficiencies in performance and, where appropriate, to recommend measures which would improve performance.

Review of performance

- C6.11.1 When a Librarian was not evaluated by LEC in the preceding year, their performance shall be evaluated by LEC.
- C6.11.2 Subject to C6.11.3, where a Librarian was evaluated by LEC in the preceding year, their performance shall not normally be evaluated by LEC.
- C6.11.3 Notwithstanding C6.11.2, a Librarian shall be evaluated by LEC where:
- a) the Librarian is on probation;
 - b) the Librarian requests a review by LEC, such request to be submitted to the Supervisor, in writing, by January 15;
 - c) the Supervisor decides that there shall be a review by LEC, with the Supervisor so to advise the Librarian, in writing, by January 15; and
 - d) the Librarian was awarded less than **a single an** Increment by LEC in the preceding year, although eligible to receive **a single an** Increment.
- C6.11.4 When a Librarian is not evaluated by LEC, the Librarian shall receive one Increment provided that the Librarian is eligible for such an award.
- C6.11.5 In its evaluation of a Librarian, LEC shall **consider review** the performance of that Librarian over the period since its last evaluation, i.e., over the last two years or the last year, depending on which case applies under Articles C6.11.1 - C6.11.3.
- C6.11.6 The Supervisor shall meet annually with the Librarian to discuss performance and to set performance expectations for the coming year. Where required, in accordance with Articles C6.11.1 - C6.11.3, the Supervisor shall submit a written recommendation on **incrementation Incrementation** to LEC. When the Supervisor is an Operations Librarian, the Supervisor shall discuss the recommendation with the Administrative Librarian.
- C6.11.7 If a Librarian chooses not to meet with the Supervisor as provided under Article C6.11.6, the Supervisor shall, nonetheless, submit a written recommendation as required.
- C6.11.8 The Librarian shall be provided with a copy of the written recommendation regarding **incrementation Incrementation** at least 15 days before the recommendation is considered by LEC.
- C6.11.9 The Supervisor shall ensure that each Librarian is reviewed by LEC at least biennially and shall inform the Librarian of such review in accordance with Articles C6.11.1 - C6.11.3.

Confidential material

- C6.12.1 Confidential academic evaluations of the work of a Librarian may be received by LEC. Such statements and material shall not be provided to the Librarian; rather, where the Librarian has the right to appear before LEC, the LEC Chair shall prepare a summary of the confidential material so received and provide the Librarian with a copy thereof at least 10 days prior to the LEC **meeting hearing**. The summary statement so prepared shall be in sufficient detail to enable the Librarian to know the case they have to meet.
- C6.12.2 Under no circumstances shall confidential material rendered in proceedings under this Article C6 be used against the author thereof in collateral proceedings.

LEC procedures

- C6.13.1 LEC shall schedule its meetings so that all decisions about Increments are reached by June 30. The schedule shall provide for sufficient time for the consideration of contested cases.
- C6.13.2 At least 15 days prior to the meetings of the LEC, the recommendations of the Supervisor shall be forwarded to the Librarian and to the LEC Chair.
- C6.13.3 A quorum for LEC shall be 6 members.
- C6.13.4 All decisions of LEC are by majority vote of the members present and eligible to vote.
- C6.13.5 LEC may permit resource persons to attend meetings to assist in the administration of its activities.
- C6.13.6 When LEC has reached a decision in a case, the LEC Chair shall, as soon as possible thereafter and normally within 15 days of the decision, convey the decision in writing to the Librarian at the Librarian's University of Alberta email address. Decisions regarding **increments** **Incrementation** shall take effect on the following July 1. Decisions regarding appointment with tenure shall take effect immediately.
- C6.13.7 The Librarian may appeal the decision of LEC to the General Appeals Committee in accordance with Article C8.03.1.

Contested cases against Supervisor's recommendation

- C6.14.1 A contested case is one where the Librarian has the right to appear before LEC. A Librarian has the right where:
- a) the Supervisor recommends that less than a single Increment be awarded, or no Increment as in Article C6.08 (b) or C6.08 (d);
 - b) the Supervisor recommends that appointment with tenure not be awarded;
 - c) cases arising pursuant to Article C6.16.1.
- C6.14.2 At least 10 days before the hearing, the Librarian shall advise the LEC Chair of the intention to appear or to submit material or both. Should the Librarian submit materials to the LEC Chair they shall be copied to the Supervisor and shall contain:
- a) a statement in reply to the recommendation of the Supervisor;
 - b) any written material relevant to the case; and
 - c) a list of names of persons the Librarian intends to call before LEC.
- C6.14.3 At least 5 days before the hearing, the Supervisor shall submit to the LEC Chair, with a copy to the Librarian (subject to Article C6.12.1):
- a) a statement in reply to Librarian Member's submission;
 - b) any written material relevant to the case; and
 - c) a list of names of persons the Supervisor intends to call before LEC.
- C6.14.4 Materials submitted to the LEC Chair shall be in electronic form, where feasible.

LEC hearings in contested cases against Supervisor's recommendation

- C6.15.1 LEC is not bound by rules of evidence or procedures applicable to courts of law.
- C6.15.2 Procedural rulings shall be made by the LEC Chair but are subject to reversal by majority vote of LEC.

- C6.15.3 Except for material received under Article C6.12.1, if written material is disputed by either the Librarian or the Supervisor, LEC shall not receive the material unless the writer appears before LEC for questioning. If the writer is not available to appear, the LEC Chair shall rule on the admissibility of the material.
- C6.15.4 Both the Librarian and the Supervisor have the right to call and question witnesses, to question one another and to present oral arguments.
- C6.15.5 If a Librarian chooses to appear before LEC to present a case, both the Librarian and the Supervisor shall be entitled to be present during the presentation of the case.
- C6.15.6 The LEC Chair shall determine the order of presentation of material, of directing questions and of oral arguments and shall advise the Librarian prior to the hearing. The LEC Chair retains the right to revise the order during the hearing as may become necessary.
- C6.15.7 The Librarian shall present the case personally, except when the Librarian is on leave in which case the Librarian may appoint another Librarian to act as representative. The Librarian has the right to be accompanied by an advisor, but not legal counsel nor the Association.
- C6.15.8 At the LEC hearing, additional material may be submitted by the Librarian and the Supervisor in exceptional circumstances, but LEC may, in its discretion, refuse such material where it is satisfied that the position of the Supervisor or the Librarian will be unfairly prejudiced or that an adjournment to deal properly with the material would carry the proceedings beyond the time limits specified in Article C6.13.1. When LEC accepts the additional material, it may, at its discretion, elect to extend all time lines in order to permit the Supervisor or the Librarian to respond to the material.
- C6.15.9 LEC has the right, during the hearing, to request additional material and to call further witnesses.
- C6.15.10 The onus shall be on the Supervisor to satisfy LEC that, on the basis of the evidence submitted, the recommendation is appropriate.
- C6.15.11 The Supervisor shall withdraw from the hearing of the LEC which considers the case following the hearing of witnesses and presentation of materials, i.e., before the deliberation portion of the meeting, except where the Supervisor supports the position of the Librarian in which case the Supervisor shall attend the deliberation portion of the meeting and be allowed to vote.
- C6.15.12 LEC is required to issue reasons for its decision and shall convey the decision in accordance with Article C6.13.6.

Preliminary position of LEC

- C6.16.1 After initial consideration, LEC may not be prepared to endorse:
- a) a recommendation for tenure; or
 - b) a recommendation for an extension to the probationary period;
- or, may be prepared;
- c) to award **less than** an Increment ~~which is less than a single Increment or to award no Increment~~ when the recommendation of the Supervisor was greater than the LEC is prepared to endorse; or

- d) to cite a ~~no~~ **Zero** Increment award as unsatisfactory and unacceptable when the recommendation of the Supervisor was not so to cite.

Such circumstances shall be considered as the preliminary position of LEC.

C6.16.2 In a case arising under Article C6.16.1, within 3 days after the end of the LEC meeting, the Supervisor shall inform the LEC Chair, in writing, whether the Supervisor (i) continues to support the original recommendation to LEC or (ii) now supports the preliminary position of LEC or (iii) now supports some other position. In the case of (iii), the Supervisor shall specify what that new position is and the reasons for supporting it.

C6.16.3 In a case arising under Article C6.16.1, the LEC Chair shall, within 5 days after the end of the LEC meeting, inform the Librarian, in writing, of the Supervisor's position and of the preliminary position of LEC, provide the Librarian with the issues of concern to LEC, and offer to meet with the Librarian to discuss the case.

Reconsideration of preliminary position by LEC

C6.17.1 The Librarian may, within 5 days of receipt of the information under Article C6.16.3, inform the LEC Chair, in writing, whether or not the Librarian wishes the case to be reconsidered by LEC. At the same time, the Librarian shall send a copy to the Supervisor.

C6.17.2 If the Librarian does not request reconsideration by LEC, the preliminary position of LEC shall be the decision of LEC and that decision shall be final and binding.

C6.17.3 If the Librarian decides that the case shall be reconsidered by LEC, the LEC Chair shall advise the Librarian of the time and place of the reconsideration.

LEC procedures for reconsideration hearing

C6.18.1 At least 10 days before reconsideration by LEC, the Librarian shall submit to the LEC Chair with a copy to the Supervisor;

- a) a statement advising LEC whether or not the Librarian shall appear before LEC to present a case;
- b) any material in response to the preliminary position of LEC as communicated to the Librarian under Article C6.16.3 and any other material relevant to the case;
- c) a list of names of persons who shall attend the reconsideration by LEC as witnesses for the Librarian; and
- d) a statement indicating the Librarian's minimum acceptable decision by LEC.

C6.18.2 On receipt of the information/material under Article C6.18.1, the LEC Chair shall send copies to LEC.

C6.18.3 At least 5 days before the reconsideration by LEC, the Supervisor shall submit to the LEC Chair, with a copy to the Librarian:

- a) a statement in reply to the Librarian's submission under Article C6.18.1 including a statement as to whether or not the Supervisor supports the minimum acceptable position of the Librarian;
- b) any written material relevant to the case;
- c) a list of names of any persons the Supervisor intends to call before LEC.

C6.18.4 On receipt of the information/material under Article C6.18.3, the LEC Chair shall send copies to LEC and to the Librarian.

- C6.18.5 The general procedures for LEC hearings in contested cases (Articles C6.14 and C6.15) shall apply to reconsideration cases. However, the following special procedures shall apply to reconsideration cases:
- a) The LEC Chair shall open the proceedings by making a statement which summarizes the case to that point;
 - b) The Librarian then presents their case;
 - c) The Supervisor then makes a statement in response;
 - d) LEC may then question the Librarian, the Supervisor and any witnesses;
 - e) LEC then enters into the deliberation portion of the hearing.
 - f) At the deliberation portion of the hearing, the Librarian shall not be present;
 - g) At the deliberation portion of the hearing, the Supervisor shall not be present unless they support the Supervisor's minimum acceptable decision by LEC, or greater, in which case the Supervisor shall participate in the deliberation portion as a regular LEC member.
 - h) LEC shall convey the decision in accordance with Article C6.13.6.

Article C7: Unsatisfactory and Unacceptable Performance [WHOLLY AGREED]

- C7.01 The LEC Chair shall refer the record of an Librarian to the Provost with a recommendation that the Librarian be disciplined for unacceptable academic performance if LEC has cited performance as unsatisfactory and unacceptable, provided that the Librarian's performance has also been cited as unsatisfactory and unacceptable in either of the two preceding years and further provided that, if the Librarian had appealed the LEC decision to GAC, such appeal was not upheld.
- C7.02 The record of the Librarian shall include copies of all material about the Librarian which had been before LEC in the last 3 years and before GAC in any appeals made by the Librarian in those years and any additional material which the LEC Chair adds to support the recommendation.
- C7.03 The recommendation shall be filed with the Provost within 20 days of the decision of LEC or, if the decision has been appealed under Article C8, of the decision of GAC.
- C7.04 As soon as possible following receipt of the material under Articles C7.01 and C7.02, the Provost shall provide a copy of that material to the Librarian except that which is confidential.
- C7.05 The Librarian may submit material in response to that submitted under Articles C7.01 and B7.02, with such material to be submitted to the Provost within 15 days of receipt of the material under Articles C7.01 and C7.02.
- C7.06 The Provost shall offer to meet with the Librarian within 20 days of the receipt of the recommendation under Article C7.03 or within 10 days of the receipt of the material under Article C7.05. The Provost may be accompanied by an Administration Advisor and the Librarian 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.
- C7.07 Following any meeting under Article C7.06 and any other consultations the Provost chooses to have, the Provost shall, in writing:
- a) not approve the recommendation of the LEC Chair; or

- b) penalize the Librarian, which 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.
- C7.08 The Provost shall, as soon as possible after reaching a decision under Article C7.07, advise the Librarian, the LEC Chair and the Association of the decision, in writing.
- C7.09 The onus shall be on the LEC Chair to establish that, on the balance of probabilities, that the performance of the Librarian be declared unsatisfactory and unacceptable and that a penalty be assessed by the Provost.
- C7.10 The Librarian may appeal the decision under Article C7.07 by so advising the Provost, in writing, within 10 days of the date of that decision.
- C7.11 Within 10 days of receipt of the notice of appeal under Article C7.10, the Provost shall establish a review board to consider the appeal. The membership of the review board shall be:
- a) one person who is familiar with the professional activity of the Librarian appointed by the LEC Chair;
 - b) one person who is familiar with the professional activity of the Librarian appointed by the Librarian; and
 - c) one person appointed by the other two appointees to chair the review board.
- If the first two appointees fail to agree on a person to chair the review board, the Provost shall apply to the Chairman of the Labour Relations Board, Department of Labour, Province of Alberta, for the appointment of that person.
- C7.12 The review board shall consider the case and shall decide, on the balance of probabilities, whether or not the decision of the Provost under Article C7.07 should be upheld, varied or dismissed.
- C7.13 In its consideration of the appeal, the review board shall follow the procedures for arbitration in Article 15 except those set out in Articles 15.02, 15.05, 15.07.3, and 15.08.
- C7.14 Notwithstanding the provisions of Article 15.07.3, the onus shall be on the Librarian to establish, on the balance of probabilities, that the decision of the Provost should be quashed or varied.
- C7.15 The decision of the review board shall be final and binding.
- C7.16 Each party shall bear the fees and expenses of their own appointee to the review board under Article C7.11 while the two parties shall share equally the fees and expenses of the review board chair.
- C7.17 If the review board upholds the appeal of the Librarian and if LEC determines that the performance of the Librarian is unsatisfactory and unacceptable in either the following year or the next following year, the conditions would again exist for another referral under Article C7.01.
- C7.18 All dates and times established by this Article C7 may be varied by the mutual written consent of the Librarian, the LEC Chair and the Provost.

Article C8: Appeals

Definitions

C8.01 In this Article C8:

- a) "Advisor" means the person who will assist the Appellant or the Respondent at the hearing of the appeal. The Appellant or Respondent shall not have their own legal counsel at the hearing;
- b) "Appellant" means the Librarian who has appealed;
- c) "Chair" means the Chair of the General Appeals Committee (GAC); and
- d) "Respondent" means the LEC Chair.

GAC membership

C8.02.1 Appeals under this Article C8 shall be heard by a committee to be known as GAC, the membership of which shall be:

- a) the Provost, or designate as Chair;
- b) ~~two tenured Academic Faculty members selected by the Provost from the list established in accordance with Article C8.02.2; and~~
- e) ~~subject to Article C8.02.3, 3 five~~ tenured Librarians selected jointly by the President and the President of the Association, for the particular case at hand.

~~C8.02.2 The list referenced in Article C8.02.1(b), shall consist of at least 12 tenured Academic Faculty members who shall be appointed jointly by the President and the President of the Association. Membership on the list shall be for a term of 3 years, staggered, and a member may be reappointed. Selection of the two Academic Faculty members from the list to serve on a GAC shall be on a rotation basis, provided that if an Academic Faculty member selected by rotation is unable to serve, the Provost shall select the next person in the rotation.~~

C8.02.3 The 3 Librarians referred to in Article C8.02.1(c) shall not be from the same Unit as the Appellant; however, if the President and the President of the Association agree, either or both of the Staff Members may be from the same Unit as the Appellant.

C8.02.4 [vacant]

C8.02.5 No members of the LEC whose decision is being appealed may be members of GAC.

C8.02.6 Subject to Article C8.02.7, the quorum of GAC shall be all the members provided for in Article C8.02.1.

C8.02.7 If, after a hearing commences, one GAC member appointed under Article C8.02.1(b) or one GAC member appointed under Article C8.02.1(c), or both, cannot continue to serve due to circumstances beyond the member's control as determined by the Chair, a quorum shall exist notwithstanding the absence of such member or members for the balance of the proceedings.

Right to appeal

C8.03.1 A Librarian may appeal the following decisions to GAC in accordance with the provisions of this Article C8, provided that the Librarian has appeared before LEC to present a case or has submitted documentation to LEC to support a case:

- a) the decision of LEC not to offer a further appointment upon the termination of a probationary appointment;

- b) the decision of the LEC to designate **an a Zero** Increment as unsatisfactory and unacceptable (pursuant to Article C6.08(d));
- c) the decision of LEC **not** to award **less than** an Increment **or to award an Increment which is less than single in value , (if the Appellant is eligible for an Increment);** and
- d) the decision of the Provost to terminate an appointment during probation (pursuant to Article C5.05).

C8.03.2 Where a Librarian appeals under both Articles C8.03.1 (b) and (c), the appeals shall be consolidated and shall be heard and determined by GAC as one appeal.

Pre-hearing procedures

- C8.04.1 As soon as reasonably possible after the receipt of appeal documents by the Chair, the members of GAC shall be selected in accordance with Article C8.02.
- C8.04.2 Upon the selection of the members of GAC, the Chair shall notify the Appellant and the Respondent of the names of each member. Within one week of receiving notice of the names of the GAC members appointed under Articles C8.02.1 (b) or (c), the Appellant or the Respondent may file an objection in writing with the Chair to any such member sitting on the appeal on the ground of reasonable apprehension of bias, and such objection shall state the basis upon which it is made.
- C8.04.3 If the Chair is of the opinion that a reasonable apprehension of bias has been made out by the objector, the Chair shall take steps to have a replacement appointed in accordance with the procedures set out in Article C8.02.
- C8.04.4 A decision of the Chair under Article C8.04.3 may be made without a hearing and shall be final and binding.
- C8.04.5 Within 10 days of the date the decision of LEC is mailed to a Staff Member, the Staff Member may commence an appeal. The Staff Member shall file with the Chair a statement of appeal and enclose a copy of the letter advising the Staff Member of the LEC decision being appealed.
- C8.04.6 As soon as reasonably possible following receipt of the letter under Article C8.04.5, the Chair shall request of the Respondent a copy of all materials submitted to LEC.
- C8.04.7 Within 5 days of the date of the request in Article C8.04.6, the Respondent shall file with the Chair all materials submitted to LEC.
- C8.04.8 As soon as reasonably possible following the receipt of the materials in Article C8.04.7, the Chair shall send an indexed copy thereof to the Appellant.
- C8.04.9 Within 15 days of the date the material forwarded in Article C8.04.8 is mailed to the Appellant, the Appellant shall file with the Chair a detailed written statement which shall include:
 - a) the basis on which the appeal is lodged, including a statement of the grounds on which the decision of LEC is considered to be inappropriate;
 - b) the decision which the Appellant requests the GAC to make, such decision to be consistent with the powers of GAC as set out in Article C8.07.3;
 - c) a list of those persons whom the Appellant wishes to appear before GAC as witnesses;
 - d) the name of any Advisor, if any, who will accompany the Appellant at the GAC hearing; and

- e) such other material as the Appellant considers to be relevant that was not submitted in the proceedings before LEC recognizing that GAC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the Appellant could have presented the material to LEC.
- C8.04.10 As soon as reasonably possible following the receipt of the materials in Article C8.04.9, the Chair shall send an indexed copy thereof to the Respondent.
- C8.04.11 Within 15 days of the date the material forwarded under Article C8.04.10 is mailed to the Respondent, the Respondent shall file with the Chair a detailed written statement which shall include:
- a) a statement in reply to the statement and materials submitted by the Appellant under Article C8.04.9;
 - b) the minutes of LEC, if any, as they relate to the Appellant;
 - c) a list of those persons whom the Respondent wishes to appear before GAC as witnesses;
 - d) the name of any Advisor, if any, who will accompany the Respondent at the GAC hearing;
 - e) a copy of the position description and performance expectations in accordance with Article C6.02.1;
 - f) such other material as the Respondent considers to be relevant that was not submitted in the proceedings before LEC, recognizing that GAC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the party seeking to adduce the evidence could have presented it to LEC.
- C8.04.12 Subject to Articles C8.09, as soon as reasonably possible following receipt of the material forwarded under Article C8.04.11, the Chair shall send an indexed copy thereof to the Appellant.
- C8.04.13 Notwithstanding Articles C8.04.8 and C8.04.10, if the Chair is of the opinion that any of the material is too bulky for cost-effective reproduction, or is of no or of marginal relevance to the case, the Chair shall prepare a list of that material, together with a short summary of the content thereof, and shall forward such list and summary to the Appellant or Respondent, as the case may be. The original of the material shall be held available in the Chair's office for examination at any reasonable time by the Appellant, the Respondent and the members of GAC.
- C8.04.14 Notwithstanding the time limits set out in Articles C8.04.9 and C8.04.11, the Chair, on the application of the Appellant or the Respondent, may extend in writing any of the said time limits where the Chair is of the opinion that the applicant for an extension has a reasonable ground for requesting such extension. The decision of the Chair may be made without a hearing and shall be final and binding.
- C8.04.15 No material may be submitted to the Chair after the deadlines set out in Article C8.04.9 and C8.04.11 or after the extensions granted under Article C8.04.14, without the written consent of the Chair.
- C8.04.16 The Chair shall determine the time and place for a hearing of the appeal, such hearing to be held within a reasonable time after all materials have been filed pursuant to Articles C8.04.9 and C8.04.11, but no earlier than 6 weeks after filing of the notice of appeal.
- C8.04.17 The Chair shall give at least 10 days written notice of hearing to the Appellant and the Respondent.

Hearing procedures

- C8.05.1 GAC shall hold a hearing on the appointed date, time and place, and such hearing shall be restricted to GAC, Appellant, Respondent, Advisors, Witnesses and such resource personnel as GAC determines.
- C8.05.2 GAC may adjourn the hearing from time to time.
- C8.05.3 GAC **may tape shall normally** record the hearing and may use the **tape** recording during its deliberations. The Appellant and the Respondent, and their respective Advisors, may listen to the recording in the office of the Chair within 4 weeks of the issuance of the decision of GAC, but no copies may be made. The recording may be destroyed by the Chair at any time after 6 weeks of the date of issuance of the decision of GAC.
- C8.05.4 The Chair shall make available to members of GAC a copy of all the materials filed with the Chair under this Article C8.
- C8.05.5 At the hearing, GAC may not accept any written evidence that was not submitted in accordance with Articles C8.04.9 and C8.04.11 unless it is of the opinion that, with the exercise of reasonable diligence, the party seeking to adduce the evidence could not have done so in accordance with the said Articles.
- C8.05.6 Subject to Article C8.09, GAC may accept any oral or written evidence that it, in its discretion, considers proper, whether admissible in a court of law or not.
- C8.05.7 GAC has the right to request additional material and to call and compel the attendance of further witnesses. If GAC obtains additional material it shall provide a copy to the Respondent and to the Appellant, subject to the confidentiality provisions of Article C8.09.1.
- C8.05.8 GAC is not bound by rules of evidence or procedures applicable to courts of law.
- C8.05.9 Both the Appellant and the Respondent have the right to call and question witnesses, to question one another and to present oral arguments.
- C8.05.10 **Subject to Article C8.05.10.1**, the order of presentation at the hearing shall be as follows:
- a) **the Respondent's case presents their case, followed by any questions from the GAC and Appellant, in that order;**
 - b) **the Appellant's case; if applicable, the Respondent's witness(es) present their statement, followed by any questions from the GAC and Appellant, in that order;**
 - c) **rebuttal by the Respondent; the Appellant presents their case, followed by any questions from the GAC and Respondent, in that order;**
 - d) **material and/or witnesses of GAC under Article C8.05.7, if any; if applicable, the Appellant's witness(es) makes their statement, followed by any questions from the GAC and Respondent, in that order;**
 - e) **closing argument by the Respondent; rebuttal by the Respondent;**
 - f) **closing argument by the Appellant; rebuttal by the Appellant;**
 - g) **closing argument by the Respondent; and**
 - h) **closing argument by the Appellant.**
- C8.05.10.1 With the consent of the Appellant, the Respondent and the Chair, the GAC may modify the order of presentation as may be necessary to ensure a fair and/or efficient hearing.**

C8.05.11 It shall be the responsibility of the Appellant and the Respondent to secure the attendance of the witnesses to be called by each.

C8.05.12 The onus of proof, which shall be on the balance of probability, shall be on the Appellant.

C8.05.13 Procedural rulings shall be made by the GAC Chair but are subject to reversal by majority vote of GAC.

Post-hearing procedures

C8.06.1 Upon the conclusion of the hearing or within a reasonable time thereafter, GAC shall deliberate in private and render a decision by majority vote.

C8.06.2 Subject to Article C8.02.7, all members of GAC shall vote, except for the Chair.

C8.06.3 Where the vote of the members of GAC is a tie, the Chair shall vote.

C8.06.4 The vote of the members of GAC shall be by secret ballot.

C8.06.5 The decision of GAC shall be set out in a written statement by the Chair, with reasons, and a copy thereof shall be sent to the Appellant and to the Respondent within two weeks of the conclusion of the hearing.

C8.06.6 The decision of GAC shall be final and binding.

C8.06.7 The decision of GAC shall normally be made no later than September 30 next following the date of the LEC decision in the case of appeals of incrementation decisions and not later than 90 days from the date the appeal is filed about decisions concerning the award of tenure or extension of probation or termination during probation.

C8.06.8 All binders of material are to be returned, except from the Appellant and Respondent, and destroyed. All notes are to be destroyed 6 weeks from the date of the decision.

Jurisdiction of GAC

C8.07.1 GAC shall:

- a) allow the appeal if it finds the decision to have been inappropriate based on the evidence before it; or
- b) dismiss the appeal.

C8.07.2 If GAC finds that there has been non-compliance with the procedures of this Agreement in the proceedings before LEC or in proceedings before GAC, it may, nevertheless, dismiss the appeal if it finds the decision of LEC to be appropriate.

C8.07.3 Where GAC allows the appeal, it has the power:

- a) in the case of an appeal of a decision by LEC not to offer an appointment with tenure upon the termination of the probationary period, to award such an appointment or to extend the probationary period by one year;
- b) in the case of an appeal of a decision by LEC to award **no Zero** Increment, to uphold the decision to award **no Zero** Increment but GAC may change any identification as to meaning in the decision made under Article C6.08 to any other identification more favorable to the Appellant;

- c) in the case of an appeal of a decision by LEC to award less than ~~a single~~ an Increment, to award ~~an Increment~~ **Incrementation** which is greater than that awarded by LEC but which shall be one of a half Increment; **a three quarter Increment**; a partial Increment or ~~a single Increment~~ **an alternative citation of Zero Increment, (under Article C6.08)**; and
- d) in the case of an appeal of a decision of the Provost, under Article C5.05.1, to terminate the appointment of the Appellant during probation, to establish a revised end date for the probationary period. The revised end date shall provide approximately as much time as was available in the original probationary period prior to the start of the proceedings.

C8.07.4 GAC shall be bound by the position description and performance expectations pursuant to Article C6.02.

Time limits

C8.08 Except for the times established in Articles C8.04.9 and C8.04.11, to which Article C8.04.14 applies, all dates and times established by this Article C8 may be varied by the mutual written consent of the Appellant, the Respondent and the Chair.

Confidentiality

- C8.09.1 The Chair shall not forward any confidential material received under Article C8.04.11 (and described in Article C6.12.1 to the Appellant under Article C8.04.12 but, instead, shall send a copy of the summary of such material prepared under Article C6.12.1 to both the Appellant and Respondent. Similarly, the Chair shall not forward any confidential material received under Article C8.05.7 to the Appellant but, instead, shall send a copy of a summary prepared by the Chair to both the Appellant and the Respondent.
- C8.09.2 A written instrument referred to in Article C8.09.1 shall be made available to members of GAC by the Chair, and may be taken into account by GAC in rendering a decision.
- C8.09.3 Subject to Article C8.09.5, all written materials submitted in an appeal to GAC, together with all oral evidence and argument, shall be held in confidence by all persons involved in an appeal and shall not be disclosed to any person.
- C8.09.4 Subject to Article C8.09.6, the deliberations of GAC shall be held in confidence by the members thereof and shall not be disclosed to any person.
- C8.09.5 The confidential information described in Articles C8.09.3 and C8.09.4 may only be disclosed by a person involved in an appeal to another person:
 - a) when required to do so by law; or
 - b) to the extent necessary for the proper performance of the duties of the person involved in the appeal, and for the purposes of the appeal as determined by the Chair.
- C8.09.6 Where disclosure of the confidential information described in Articles C8.09.3 and C8.09.4 is made in accordance with Article C8.09.5, the person disclosing the information shall do so only on the basis that it is disclosed to another person in confidence.

Article C9: Salaries and Benefits

Salaries

C9.01 The salary scales for Librarians is set out in Appendix C.2.

Supplementary Health, Dental and Ancillary Benefits

C9.02 Librarians are eligible to participate in the University benefit programs applicable to Librarians.

Universities Academic Pension Plan (UAPP) and Academic Supplementary Retirement Plan (ASRP)

C9.03.1 Librarians shall participate in the Universities Academic Pension Plan (UAPP).

C9.03.2 Librarians are eligible to participate in the Academic Supplementary Retirement Plan (ASRP).

Vacation

C9.04.1 Librarians shall be entitled to an annual vacation in accordance with the following table:

Service Completed	Days of Vacation
less than 10 years	22
at least 10 years but less than 20 years	25
20 years or more	30

C9.04.2 Unused vacation may be carried forward from year to year with the written approval in advance of the Chief Librarian.

C9.04.3 A Librarian may receive on resignation, an amount in lieu of vacation time accrued but not taken, but such an amount shall not exceed one year's vacation entitlement. The payment shall be based on the salary rate as of the effective date of the resignation.

Article C10: Delegation [Wholly Agreed]

C10.01 The Board confirms delegation of its powers, duties and functions for the performance of the responsibilities contemplated by the terms of the Common Agreement and this Schedule C, including responsibilities assigned to a person or committee pursuant to:

- a) Article C1 - Appointments
- b) Article C5 - Probation and Tenure
- c) Article C6 - Evaluation
- d) Article C7 - Unacceptable Performance
- e) Article C8 - Appeals
- f) Article 7 - Discipline
- g) Article C11 - Financial Emergency

with power to delegate further as set out in this Article.

C10.02 The authority of any party described in Article C10 to delegate responsibilities under this Article includes the authority to revoke those delegated responsibilities and to exercise those responsibilities directly. The revocation of a delegated responsibility does not nullify decisions, order, directions or recommendations made at the time the delegation of responsibilities remained in effect.

~~C10.03 A senior officer of the University (including the Chief Librarian and the Provost) may delegate to another officer of the University or to a Librarian any of the responsibilities assigned in this agreement to the senior officer, subject to approval in writing by the officer to whom the senior officer reports.~~

~~Except where expressly limited, delegation of duties and responsibilities set out in the Common Agreement or Schedule C may occur to and from individuals in the role of President, Provost, Deputy Provost, Vice-President, Academic Administrator and Chief Librarian, or to a Librarian, with the written approval of the person to whom the delegator reports. (The President may delegate without such written approval.)~~

~~C10.04 "Acting" when referring to an officer of the University (President, Vice-President, Chief Librarian or other officer) means a person designated to act for the officer during the officer's absence; the person who is acting shall have the same authority and responsibility during appointment as the officer has under the terms of the Common Agreement and this Schedule C.~~

C10.05 If, in the Common Agreement or this Schedule C, a decision is to be made by the Association, the decision shall be made by the President of the Association subject to such restriction as the Association, acting in accordance with its bylaws, may determine. Any Association policy which restricts the ability of the President of the Association to act shall be communicated in writing to the Provost.

Article C11: Financial Emergency

Preamble

C11.00 The Board and the Association recognize that disruptions in the University's operating revenue may occur which may impact academic staffing. In such circumstances the procedures of this Article C11 shall be followed.

Definitions

C11.01 In this Article C11:

- a) "Financial emergency" means a condition in which the continued existence of the University of Alberta is placed in jeopardy by a deficit which has occurred or is predicted and projections show continuing deficits.
- b) "Eligible staff member" means a Librarian who, on the termination date, has 12 years or more of service at the University of Alberta, under the VSIP (Article C11.18).
- c) "VSIP" means a voluntary severance incentive plan.
- d) "Savings" means the annual cost of salary and benefits deleted from the operating budget when a Librarian's position is deleted.
- e) "APC" means the Academic Planning Committee of GFC (or any successor committee with the same general responsibilities).

Financial Emergency Procedures

- C11.02 When the President is of the view that Financial emergency conditions exist, the President shall invite representatives of the Association to a meeting to discuss the University's financial circumstances, providing them information supporting that view.
- C11.03 The Association shall have up to 10 days to respond to the President and a second meeting between the President and representatives of the Association shall be convened to discuss that response.
- C11.04 If, following the meeting under Article C11.03, the President concludes that a Financial emergency exists, the President shall initiate the procedures of this Article C11.
- C11.05 If the Association does not meet under Articles C11.02 and C11.03, the President may nevertheless initiate the procedures.
- C11.06 Concurrent procedural streams shall be initiated by the President:(a) a voluntary severance incentive plan (VSIP), (C11.07 - C11.18); and (b) determination of whether or not there is a Financial emergency (C11.19 - C11.36).

VSIP

- C11.07 An Eligible staff member may apply for severance under the VSIP, such application to be in accordance with the procedures of Articles C11.14 - C11.17.
- C11.08 The amount of the severance shall be 12 months' salary of the Eligible staff member on the date of severance, but shall not be greater than the total salary payable between the date of application and the date of normal retirement.
- C11.09 [Vacant]
- C11.10 [Vacant]
- C11.11 The President shall announce implementation of the VSIP immediately following the decision under Article C11.04.
- C11.12 When announcing the VSIP, the President shall, after consultation with the Association, advise of the amount of Savings predicted through the VSIP.
- C11.13 Based on the predicted Savings under Article C11.12, the Provost shall allocate to the Vice-President the number of applications which may be accepted for a VSIP severance payment. Such allocations shall be made following consultation with the Association. The total of such accepted applications shall be sufficient to allow the necessary Savings to be met. The Vice-President may identify certain Staff Members who are ineligible to apply when the Vice-President determines that the positions so identified are necessary for the continued operation of the University notwithstanding the Financial emergency and those Staff Members shall be informed of the decision before the applications are invited.
- C11.14 An Eligible staff member may apply for a VSIP payment to the Dean within the time limit set under Article C11.17.
- C11.15 The Vice-President is authorized to approve such applications provided the allocations under Article C11.13 are honored.

- C11.16 If applications exceed the number allocated to the Vice-President, persons with the greatest number of years of service as a Staff Member shall be approved first.
- C11.17 Applications for VSIP payments must be submitted no later than 3 days following the submission of the report by the Commission (under Article C11.29) or 30 days from its establishment (under Article C11.22), whichever is the later.
- C11.18 The termination date for an Eligible staff member who has been approved for a VSIP shall be no earlier than 3 months after the deadline for application (under Article C11.17) with the specific termination date to be determined by the Vice-President.

Determination of Financial Emergency

- C11.19 The President shall, as soon as possible following the decision under Article C11.04, submit a proposal regarding Financial emergency to APC for its consideration; the Association shall have the right to submit a statement to APC and to send one or two observers (voice but no vote) to APC meetings at which this matter is discussed.
- C11.20 If, after consideration, APC concludes that a Financial Emergency exists, it shall so declare. From the date of the declaration, the procedures specified hereafter in this Article C11 shall apply. The declaration shall be issued within 10 days following receipt of the President's proposal.
- C11.21 Within 5 days following the declaration under Article C11.20, APC shall forward to the Association a copy of all financial documentation which was before APC.
- C11.22 Within 10 days following the declaration under Article C11.20, the President and the Association shall establish a Commission which shall review the declaration of APC and either (a) confirm it or (b) reject it. At the same time, the President and Association shall jointly invite submissions to the Commission.
- C11.23 The Commission established under Article C11.22 shall consist of 5 persons agreed upon by the President and the Association. If the President and the Association cannot agree on the 5 persons, either party may apply to the Auditor-General of Alberta who shall select the persons needed to fill the membership on the Commission.
- C11.24 If either party fails to undertake its responsibility under Article C11.22, then the other may select the members of the Commission.
- C11.25 The Commission shall select its own chair from among its 5 members.
- C11.26 The Commission shall have the right to inspect relevant University financial records.
- C11.27 The Commission shall meet within 10 days of the appointment of its last member.
- C11.28 Without restricting the generality of its authority and responsibilities, the Commission shall consider the following:
- a) whether the University's financial position (as evidenced from the total budget and not just the academic or salary components thereof) constitutes a budgetary crisis such that deficits projected are expected to continue;
 - b) whether in view of the primacy of academic goals at the University the reduction of academic staff is a reasonable type of cost-saving;

- c) whether all reasonable means of achieving cost-saving in other areas of the University budget have been explored;
 - d) whether all reasonable means of improving the University's revenue position have been explored; and
 - e) whether enrolment projections are consistent with a proposed reduction in the academic staff complement.
- C11.29 Within 30 days of its establishment, the Commission shall submit a written report to the Board, with a copy to the Association and to APC.
- C11.30 If the Commission determines that a Financial emergency exists, its report shall include a recommendation on the amount of the reduction required in the budgetary allocation for the salaries and benefits of Staff Members.
- C11.31 Within 10 days following the submission of the report by the Commission, the Board shall consider whether or not a Financial Emergency exists and, following such consideration, it shall make a decision on the matter. In its consideration the Board shall take into account any Savings which are expected through the VSIP under Articles C11.07 - C11.18.

Implementation of Financial Emergency

- C11.32 If the Board declares that a state of Financial emergency exists, it shall:
- a) specify the amount required for reductions in salaries and benefits of Librarians after application of the Savings;
 - b) place a freeze on the hiring of Staff Members, with exceptions to the freeze to be agreed to by the Association;
 - c) discuss with the Association possibilities of achieving the reductions required, with such discussions to be completed within 10 days of the Board's declaration under Article C11.31.
- C11.33.1 If the discussions with the Association under Article C11.32(c) do not result in agreement on a method of reduction, the Board shall, within 10 days following such discussions, provide the Association with at least two possible methods of achieving the required reductions:
- a) through a reduction in salaries and salary scales for all Librarians applied in an equal percentage to all Librarians; or
 - b) through the lay-off of Librarians; or
 - c) at the Board's discretion, through a third option.
- C11.33.2 In order to prepare for the possibility of layoff, the Provost shall prepare estimates of the number of layoffs expected in the Library. Information about the estimates shall accompany the ballot for choosing among the options in Article C11.33.1.
- C11.33.3 If the Librarians opt under Articles C11.33.1.(b) or C11.33.1.(c) (with layoffs) in the vote under Article C11.34, the Provost shall determine the specific Librarians to be laid-off.
- C11.33.4 The Provost shall advise the Librarians affected, in writing, with a copy to the Association.
- C11.33.5 Severance and notice for Librarians who are laid-off under Articles C11.33.3 and C11.33.4 shall be 3 months' notice and one month salary for each year of service with a minimum of 3 months and a maximum of 12 months. The termination date **shall not be earlier than 3 months after the deadline for application under Article C11.17 (which shall be the equivalent of the notice period) but the specific date shall be determined by the Provost shall not be less**

than 3 months from the date on which the Librarian is advised, in writing, of the decision to lay-off the Librarian.

- C11.34 The Board's proposals under Article C11.33.1 shall be put to a vote of Librarians affected, with such a vote to be completed within 20 days of the Board's submission under Article C11.33.1. If more than two options are provided, the vote shall be by preferential ballot.
- C11.35 The vote of the Librarians under Article C11.34 shall be final and binding upon the Board, the Association and the Librarians.
- C11.36 Any changes to salaries/salary scales and benefits of Librarians resulting from application of Articles C11.32 - C11.35 shall be made notwithstanding the provisions of Articles 2.12 - 2.20 for the time specified in the proposals under Articles C11.32 - C11.35.

Exclusion

- C11.37 Librarians whose appointments are contingent upon continued funding of salary and benefits from an external granting agency (also called "soft tenure") are not covered by this Article C11.

Appendix C.1: Letter of Appointment [Wholly Agreed]



Office of the Chief Librarian

[Name]
[Address]

[enter date]

Dear [Name]:

On behalf of the Governors of the University of Alberta, I am pleased to offer you a formal appointment to the academic staff of the University of Alberta in accordance with the terms set forth below. Should you accept this offer, your employment will be governed by the Collective Agreement, including Schedule C for Librarians, which can be found at <https://www.ualberta.ca/faculty-and-staff/my-employment/collective-agreements-and-handbooks>. The Agreement may be amended in accordance with its terms, and such amendments are binding upon you.

The specific terms of the appointment offer are:

1. Rank/position/title:
2. Department:
3. Effective Date:
4. Probationary Period: (or Appointment with tenure effective)
5. Initial salary rate: \$ per annum
6. You are eligible for a removal allowance in accordance with the regulations found at: <http://www.hrs.ualberta.ca/Recruitment/Relocation.aspx> **[Delete if not applicable]**.
7. Special Conditions:
8. You will be subject to all Rules, Regulations and Policies of the University as may be promulgated or amended from time to time.
9. You may be eligible for a removal allowance of \$ in accordance with Article C1.05 of the Agreement.

The return of one signed original copy of this letter to the undersigned by will constitute your acceptance of this offer of appointment on the terms hereof.

This appointment is expressly contingent on your continuing eligibility for employment in Canada and upon the University receiving confirmation, if required by the appropriate federal government department or upon request by the University, of your continuing eligibility for employment in Canada. Loss of your eligibility for employment in Canada or a failure to provide confirmation of your eligibility for employment in Canada (i.e. work permit and/or permanent or temporary residence visa) will render the appointment null and void.

All personal information collected by the University of Alberta for the purpose of employment shall be collected under the authority of Section 33c of the Alberta Freedom of Information and Protection of Privacy Act (FOIPP) and will be protected under Part 2 of that Act. Certain information will be made available to federal and provincial departments and agencies under appropriate legislative authority. For further information regarding the collection and use of the personal information, contact *Human Resource Services, 2-60 University Terrace, University of Alberta. Phone: 492-4555.*

THIS FORM CONSTITUTES THE ENTIRE CONTRACT OF APPOINTMENT BETWEEN THE APPOINTEE AND THE UNIVERSITY AND NO OTHER WRITTEN OR ORAL CONDITION, QUALIFICATION OR AGREEMENT EXISTS OR IS INCLUDED HEREIN BY REFERENCE HERETO EXCEPT AS HEREINBEFORE SET FORTH.

Yours sincerely,

[Name of Chief Librarian]
Vice-Provost (Learning Services) & Chief Librarian

Received by University

ACCEPTANCE



I hereby acknowledge receipt of the original hereof and accept the Appointment referred to and the terms and conditions set forth.

Dated at _____
(City)

This _____ day of _____, _____
(Day) (Month) (Year)

Signature

Appendix C.2: Librarian Salary Scales

Full-time Librarians

~~July 1, 2018 to June 30, 2020~~ Effective July 1, 2020 to and including March 31, 2024

Rank	Minimum Salary	Maximum Salary	Single Increment
Librarian 1	\$62,231	\$86,166	11 @ \$ 2,176
	\$86,167	\$124,387	15 @ \$ 2,548
Librarian 2	\$86,744	\$144,452	18 @ \$ 3,206
Librarian 3	\$102,364	\$170,080	18 @ \$ 3,762

Located on the Human Resource Services website:

<https://cloudfront.ualberta.ca/-/media/hrs/pay-and-tax-information/salary-scales/librarian-2018-2020.pdf>

Appendix C.2: Librarian Salary Scales

Full-time Librarians

Effective April 1, 2023 to and including November 30, 2023

schedule to be included

Appendix C.2: Librarian Salary Scales

Full-time Librarians

Effective December 1, 2023 to and including June 30, 2024

schedule to be included

Appendix C.3: Vacant

Appendix C.4: Copyright Regulations [Wholly Agreed]

1. Ownership

- 1.1 Pursuant to Article 11.02, a Staff Member who creates a Work resulting from or connected with the Staff Member's duties or employment owns copyright in the Work. However, the University owns or has an interest in Works as provided in paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, 3.1, 5.1, and 5.2 of this Appendix C.4.
- 1.2 For the purposes of this Appendix C.4 and Article 11, "Work" or "Works" means anything in which copyright subsists pursuant to the *Copyright Act* (Canada), whether published or unpublished. For greater certainty, Work includes: architectural works, artistic works, choreographic works, cinematographic works, collective works, dramatic works, literary works, musical works, compilations, performers' performances, sound recordings and communication signals, all as defined in the *Copyright Act* (Canada).
- 1.3 A creator has moral rights in a Work, as provided under the *Copyright Act*. The Parties endorse and support the creator's right to manage those moral rights.
- 1.4 If a Staff Member creates a Work
 - (a) in the course of performing administrative or management duties or activities for the University, a Department, or a Faculty, including all units therein associated (e.g., Centres and Institutes); or
 - (b) for the purposes of a committee or group of a Department, Faculty, or the University;then the University owns copyright in the Work.
- 1.5 If a Staff Member creates a Work pursuant to a written agreement between the Staff Member and the University, that agreement shall address the University's arrangement with the Staff Member regarding ownership or other interest in that Work.
- 1.6 If a Staff Member creates a Work under a sponsored research funding agreement with a third party funder, copyright ownership and licensing are governed by the terms of the sponsored research funding agreement. Because the University shall enter into the sponsored research funding agreement with the sponsor, the University has the right to obtain from the Staff Member an assignment or licence of the copyright as necessary to fulfill its obligations to the sponsor under the sponsored research funding agreement. However, the Staff Member cannot unilaterally assign or licence Works that are not wholly owned or created by that Staff Member.
- 1.7 If a Staff Member creates a Work under any other agreement between the University and a third party, including but not limited to a secondment agreement or facility access agreement, copyright ownership and licensing are governed by the terms of the agreement between the University and the third party. To avoid any need for the Staff Member personally to transfer or agree to transfer rights relating to the Work to the third party (which may entail the personal liability of the Staff Member), the University has the right to obtain from the Staff Member an assignment or licence of the copyright as necessary to fulfill its obligations to the third party under the agreement. However, the Staff Member cannot unilaterally assign or licence Works that are not wholly owned or created by that Staff Member.

2. University Licence

General Principles

- 2.1 Subject to paragraphs 2.2 to 2.9 inclusive, the University is and shall be entitled to an immediate, non-exclusive, royalty-free, non-transferable, irrevocable licence to use any Work created or produced by a Staff Member that results from or is connected with the Staff Member's duties or employment, for all purposes within the University's approved mandate pursuant to the *Post-Secondary Learning Act* (Alberta).
- 2.2 The purposes referred to in paragraph 2.1 include, but are not be limited to, unit accreditation, unit or University marketing, and any not-for-profit activity.
- 2.3 The licence contemplated by paragraph 2.1 does not apply if, as a result of reasonable academic or pedagogical publishing practice, a Staff Member must assign copyright to a Work to a third party as a condition of publication. In such a case, the Staff Member shall make best efforts to cause the third party to provide a licence to the University in relation to the Work, such licence containing terms that are analogous to those described in paragraph 2.1.
- 2.4 The licence contemplated by paragraph 2.1 does not preclude a Staff Member from agreeing with the University to grant any additional licence or other rights in and to a Work to the University.
- 2.5 A Staff Member, reasonably believing that their Work is unsatisfactory for a proposed use due to outdated, incompleteness, negative impact on the professional reputation of the Staff Member, or other academic grounds, may amend the Work or require that its use be withheld.

Limited Exception – Works Created to Fulfill Assigned Course Responsibilities

- 2.6 Except in the cases described in paragraphs 2.7 to 2.9 inclusive, the licence contemplated by paragraph 2.1 does not apply to any Work created by a Staff Member to fulfill assigned course responsibilities under Articles C2.01.1, C2.01.2, C2.01.3, C2.01.4, C2.01.7, C2.01.8, C2.01.9, and C2.01.10.
- 2.7 The licence contemplated by paragraph 2.1 includes those elements of a course outline that set out the information required by General Faculties Council policy, as described in the University Calendar.
- 2.8 If a Staff Member is unable or unavailable to deliver all or part of a course duly assigned to that Staff Member, the University may use the Work described in paragraph 2.6 to complete the delivery of the course. Such a licence will not be irrevocable, but instead will be for the duration of the course in that academic year.
- 2.9 The University may use a Work described in paragraph 2.6 for the purposes of unit accreditation, in connection with transfer credit determinations or as the University may be required to meet its obligations to students.

3. Computer Programs and the University Patent Policy

- 3.1 In addition to this Appendix, the University Patent Policy shall apply to a computer program that is patentable intellectual property.

4. Conflict of Interest and Conflict of Commitment

- 4.1 The University has an interest in ensuring that Works created by its own Staff Members are not used to compete with or undermine the University's educational mission or activities. Therefore, a Staff Member's creation and use of Works in which the Staff Member owns copyright remain subject to the University's conflict of interest and conflict of commitment policies.

5. Collaborative Works

- 5.1 Works created collaboratively by students, staff, faculty and/or others present special challenges with regard to copyright. Such works may be owned in whole or in part by the University, or the University may have rights in and to those Works if they fall within one of the categories described in paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix C.4.
- 5.2 Subject to paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix C.4, if a Work is created by a Staff Member and one or more other individuals governed by University collective agreements, policies, and procedures, as between the University and that Staff Member and the individual or individuals, each person's rights and obligations relating to the Work shall be determined by the applicable University collective agreements, policies, and procedures. In the case of some collaborative Works, especially those involving members of different categories of persons within the University community, the parties involved may decide to assign copyright to the University in order to coordinate distribution, use, and (when appropriate) revenue sharing.
- 5.3 If a Work is created by a Staff Member and an individual or individuals who are not subject to University collective agreements, policies, and procedures, ownership of copyright will be decided in accordance with:
- (a) a written agreement between that Staff Member and that individual or those individuals;
 - (b) a written agreement between the University and another organization; or
 - (c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix will apply to any interest held by the Staff Member, with the necessary changes.

6. Guidelines

- 6.1 The University may publish guidelines, recommendations, and explanatory notes which shall not form part of this Appendix C.4, to assist Staff Members and others to structure collaborations in ways that maximize certainty and minimize conflicts respecting interests in Works, and to assist in the application or use of this Appendix C.4.

Schedule D

ACADEMIC TEACHING STAFF

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Preamble [Wholly Agreed]

This Schedule D (Academic Teaching Staff (ATS)) includes provisions for academic performance evaluation and a career progression model that institutionalizes best practices that have been in place for many years in several Faculties for the hiring of contingent academic staff. This Schedule D provides the tools to recognize and reward educational leadership, curriculum development and outstanding teaching.

The creation of a teaching-intensive career path within Schedule D at the University of Alberta validates our conviction that all academic work is highly regarded. The entire University community benefits when teaching-intensive colleagues are acknowledged as essential partners in the scholarly activities of the University by augmenting, strengthening and supporting the role of their academic staff colleagues in carrying forward the University's mission/goals.

Article D1: Appointments [Wholly Agreed]

Definitions

D1.01 In this Schedule D, the following definitions shall be used:

- a) "Academic Teaching Staff" (or "ATS Member") means a person who has been appointed under this Schedule D to a position with teaching and/or teaching-related responsibilities on the academic staff of the University (where teaching shall involve University credit courses) and where the funding source permits payment of such responsibilities.
- b) "Career Status" means an appointment to a full-time or part-time position without a fixed term, but is subject to layoff in accordance with Article D.8.
- c) "Rank" means one of:
 - i. Full Lecturer;
 - ii. Associate Lecturer; or
 - iii. Assistant Lecturer.
- d) "Fixed-Term Status" means an appointment to a position categorized as Term 12 ("T12"), Term Recurring ("TR") or Term, as those terms are defined herein.
- e) "Term 12" or "T12" means an appointment to a full-time or part-time position for an appointment period from 12 months to a maximum of 6 years.
- f) "Term Recurring" or "TR" means an appointment to a full-time position for an appointment period from 24 months to a maximum of 6 years, and where the appointment period consists of recurring active workload sessions of 8, 9, 10 or 11 months in duration within each year of the appointment period and recurring inactive sessions comprising the remainder of the months within each year of the appointment period.
- g) "Term" means an appointment to a full-time or part-time position, and either within a single teaching term (Fall, Winter, Spring, or Summer), or within 2 or 3 consecutive teaching terms where the total appointment period is less than 12 months.

Letter of Appointment

- D1.02 An ATS Member shall receive a Letter of Appointment to a position following the template outlined in Appendix D.2 and duly executed by the Dean and the ATS Member, confirming the appointment of an ATS Member and specifying:
- a) the contract status (i.e. Career Status or Fixed-Term Status; and if Fixed-Term Status, its category of T12, TR or Term);
 - b) the term of the appointment (i.e. start date; and if Fixed-Term Status, the expiry date);
 - c) the length of the probationary period (if any, in accordance with Article D5);
 - d) whether full-time or part-time (with the appropriate full-time equivalent indicated);
 - e) the Rank;
 - f) the salary;
 - g) the general duties of the position as set out in a position profile attached to the Letter of Appointment.

Position Responsibilities

- D1.03.1 The responsibilities of the position:
- a) shall be subject to change in accordance with Article D6.05.1;
 - b) shall establish the necessary professional and educational qualifications required for the position;
 - c) shall include a description of the workload with respect to course assignments;
 - d) shall include other teaching and/or teaching-related responsibilities and duties as assigned by the Department Chair such as supervisory and administrative responsibilities; and
 - e) may include responsibilities related to research and other scholarly activities and service.
- D1.03.2 An ATS Member who is appointed to multiple part-time positions should advise each Department Chair of their other University position(s) in order for the ATS Member and the Department Chairs to coordinate the workload assignment and potential Benefits in accordance with Article D9.02.3.

Special Conditions

- D1.04.1 A Dean or the Provost may appoint an ATS Member with special conditions which are at variance with the terms of this Agreement provided:
- a) the variations are in writing and are included in or appended to the Letter of Appointment; and
 - b) the variations have been approved in writing by the Provost after consultation with the President of the Association and prior to the offer being made.
- D1.04.2 The Provost may approve special conditions which are at variance with the terms of this Agreement and which are agreed to subsequent to the original appointment of an ATS Member provided:
- a) the variations have been recommended by a Dean and are approved in writing by the ATS Member **and the President of the Association; and**
 - ~~b) the Provost has consulted with the President of the Association prior to approval.~~

Basic Conditions

- D1.05.1 An ATS Member shall be provided appropriate workspace and reasonable access to support services for the discharge of responsibilities.
- D1.05.2 An ATS Member shall be provided with the University identification card (the ONEcard) and library and computing privileges in accordance with the related policies, procedures and protocols of the University, as amended from time to time. With the recognition that policies and procedures are dynamic documents that are reviewed and revised regularly based on numerous factors, the Association shall be consulted on policy and procedure related to identification cards and library and computing privileges. Appendix D.3 sets out University Library Privileges for ATS Members.

Advertising of Positions

- D1.06.1 Recruitment, including the advertising of positions, shall be conducted in accordance with the policies, procedures and protocols of the University, as amended from time to time.
- D1.06.2 Notwithstanding Article D1.06.1, prior to advertising for external candidates for available positions with a status of Career Status, Term 12, TR, or Term in a full-time or part-time position with an appointment period of at least 8 months, the Department Chair shall first notify current ATS Members in the Department with the status of Career Status, Term 12, TR, or Term in a full-time or part-time position with an appointment period of at least 8 months of those available positions and;
- a) provide those current ATS Members with the opportunity to indicate their interest in those positions available; and
 - b) shall first consider and appoint current ATS Members to the positions available in accordance with the following factors:
 - i. academic qualifications in accordance with the position profile;
 - ii. qualifications to perform the required duties;
 - iii. quality and effectiveness of previous service as determined by annual evaluation (Article D6); and
 - iv. length of service (which shall be the determining factor only where all the other factors are relatively equal).

Conversion of Contract Status

- 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 appointments appointment 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).

- 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 makes a request for the conversion in writing to the Department Chair, accompanied by providing the Department Chair appropriate supporting material evidencing eligibility as defined by Articles D1.07.3(a) and (b).**

~~D1.07.4 Articles D1.07.1 and D1.07.3 shall be effective July 1, 2019, and shall not apply to affect the contract status of any appointment entered into prior to July 1, 2019.~~

- 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.

Cancellation and Reassignment of Courses

- D1.08.1 In the event that a course is cancelled to which a full-time ATS Member with an appointment to Career Status, T12, TR, or Term (with an appointment period of at least 8 months) has been assigned, the ATS Member shall retain the workload and salary in accordance with the Letter of Appointment and shall be assigned suitable alternative work or a special project (course revisions, manual updates, other course support) for that teaching term.
- D1.08.2 In the event that a course is cancelled to which an ATS Member with an appointment to Term (part-time) or Term (with an appointment period of less than 8 months) has been assigned, the ATS Member shall be paid a cancellation stipend of:
- a) \$500 if the notice of cancellation is given less than 4 weeks prior to the scheduled start of classes; or
 - b) \$1,000 if the notice of cancellation is given after the start of classes. (The ATS Member shall also be paid salary earned from the date the appointment takes effect to the date of cancellation.)
- D1.08.3 After an initial assignment, in the event that a course requiring new preparation is assigned, an ATS Member with an appointment to Term (part-time) or Term (with an appointment period of less than 8 months) shall be paid a stipend of \$100 if the notice of reassignment is given within one week of the scheduled start of classes.

Cessation of Fixed-Term Status Appointments

- D1.09.1 A Fixed-Term Status appointment shall end no later than the expiry date stipulated in the Letter of Appointment without the need for notice or severance from the Employer. The Employer is under no obligation to extend the appointment beyond that expiry date or to reappoint the ATS Member. An ATS Member may receive subsequent appointment(s) with Fixed-Term Status, each to a maximum appointment period of 6 years, or may receive a subsequent appointment with Career Status.

- D1.09.2 The cessation of a T12 or TR appointment prior to the expiry date shall be subject to layoff in accordance with Article D.8.
- D1.09.3 An ATS Member may resign or retire during the term of their appointment contract by submitting written notice to the Department Chair. The ATS Member shall provide as much notice as possible before the effective date of the resignation or retirement.
- D1.09.4 On termination, an ATS Member must return all University property to the appropriate departmental officer.

Article D2: Responsibilities to the University [WHOLLY AGREED]

- D2.01.1 An ATS Member under this Agreement shall be a scholar who has teaching and/or teaching-related responsibilities as their primary academic responsibility.
- 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 D5.13. (See Appendix D.8 for a Position Profile Template - *to be developed.*)

Teaching and/or Teaching-Related Responsibilities

- D2.02.1 An ATS Member shall demonstrate scholarship and remain current and competent in the discipline or profession in which the ATS Member is appointed.
- D2.02.2 The Department Chair shall assign in writing to each ATS Member specific teaching and/or teaching-related responsibilities.
- D2.02.3 Teaching and/or teaching-related responsibilities of an ATS Member shall include, but are not limited to:
 - a) delivering distance and web-based courses;
 - b) developing curriculum and designing courses;
 - c) supervising honors program undergraduate students and those supervising the work of graduate students;
 - d) engaged in teaching-related administrative duties (such as curriculum coordination and staff supervision);
 - e) supervising students in practicum placements;
 - f) coaching athletic teams;
 - g) delivering clinical instruction for the Dental Hygiene program; and
 - h) teaching, at a minimum, the equivalent of a three-credit course or where duties are teaching-related for a commitment of 14 hours per week or more.
- D2.02.4 An ATS 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.

Research and Other Scholarly Activities

- D2.03.1 In particular circumstances and in addition to teaching, research and other scholarly activities responsibilities (including a role as a Principal Investigator) may be included in the position profile of the ATS Member.
- D2.03.2 If research and other scholarly activities responsibilities are not specifically included in the position profile as determined by ATSEC in accordance with Article D6.05.1 and, therefore, are not assigned responsibilities, the degree of voluntary participation in research and other scholarly activities may vary from ATS Member to ATS Member and from time to time.
- D2.03.3 When an ATS Member participates in research and other scholarly activities responsibilities, such activity and research funds shall be administered in accordance with the policies and procedures of the University following consultation with the Association.

Service

- D2.04.1 In particular circumstances, the position profile, in addition to teaching and/or teaching-related responsibilities, may also include service responsibilities.
- D2.04.2 If service responsibilities are not specifically included in the position profile and, therefore, are not assigned responsibilities, the degree of participation in the governance of the University and other service responsibilities may vary from ATS Member to ATS Member and from time to time. Participation, in this case, may be initiated by the ATS Member.

Dispute Resolution

- D2.05 If there is a dispute with respect to an ATS Member's responsibilities to the University, the ATS Member shall have recourse to the Department Chair, the Dean and the Provost, in that order. The decision of the Provost shall be final and binding.

Article D3: Supplementary Professional Activities (SPA) [Wholly Agreed]

This Article D3 shall apply exclusively to full-time ATS Members with a Career Status appointment or T12 appointment.

Scope and Context of SPA

- D3.01.1 An ATS Member who is a full-time employee has a primary obligation to fulfill University responsibilities. The ATS Member shall remain current with recent developments in the discipline through personal professional development.
- D3.01.2 One means of accomplishing professional development may be through professional activity which is supplementary to the primary obligations to the University.
- D3.01.3 Subject to the provisions of this Article D3, an ATS Member may engage in SPA. SPA shall not prevent, hinder or unduly interfere with the ATS Member's primary responsibilities.

Definition of SPA

- D3.02 Without restricting the generality of the term SPA, this category shall include any of the following:
- a) employment in any capacity by another employer including the carrying out of teaching duties, e.g., summer session at another university;
 - b) consulting;
 - c) personal services contract; or
 - d) private practice of the ATS Member's profession, e.g., dentistry, law, medicine, nursing, etc.

Approval of SPA

- D3.03.1 An ATS Member shall obtain written approval of the Department Chair prior to undertaking major SPA. Prior to approving SPA, the Department Chair shall ensure that primary University responsibilities will be performed satisfactorily.
- D3.03.2 If there is a dispute with respect to an ATS Member's SPA, the ATS Member shall have recourse to the Dean and the Provost, in that order. The decision of the Provost shall be final and binding.
- D3.03.3 The conditions governing SPA are set out in Appendix D.4.

Article D4: Delegation [Wholly Agreed]

- D4.01 The Board confirms delegation of its powers, duties and functions for the performance of its responsibilities contemplated by the terms of the Common Agreement and this Schedule D (with the power to sub-delegate as set out in this Article), including responsibilities assigned to a person or committee pursuant to:
- a) Article D1 – Appointments – delegation to the Dean;
 - b) Article D5 – Probationary Period – delegation to the Department Chair and Dean;
 - c) Article D6 – Evaluation – delegation to the Department Chair, ATSEC and Dean;
 - d) Article D7 – Unsatisfactory and Unacceptable Performance – delegation to the Department Chair, ATSEC, Dean and Provost;
 - e) Article D8 – Notice Period and Layoff – delegation to the Department Chair and Dean;
 - f) Article 7 – Complaints – delegation to the Department Chair, Dean and Provost.
- D4.02 The authority of any party described in this Article to delegate responsibilities under this Article includes the authority to revoke those delegated responsibilities and to exercise those responsibilities directly. The revocation of a delegated responsibility does not nullify decisions, orders, directions or recommendations made at the time the delegation of responsibilities remained in effect.
- D4.03 ~~Any of the responsibilities assigned to a senior officer under the Common Agreement and this Schedule D may be delegated to another senior officer subject to approval in writing by the:~~
- ~~a) Dean if those responsibilities are assigned to a Vice-Dean, Associate Dean, Department Chair or ATSEC;~~
 - ~~b) Provost if those responsibilities are assigned to a Dean; and~~

e) — President of the University if those responsibilities are assigned to the Provost.

Except where expressly limited, delegation of duties and responsibilities set out in Schedule D may occur to and from individuals in the role of President, Provost, Deputy Provost, Vice-President, Dean, Vice-Dean, Associate Dean and Department Chair, with the written approval of the person to whom the delegator reports. (The President may delegate without such written approval.).

- D4.04 The President of the Association may delegate any responsibility to another member of the executive of the Association or the Executive Director of the Association.
- D4.05 A Faculty Council may recommend, and the Provost may approve, delegation of any responsibility of a Faculty Council under this Agreement to such persons or groups designated by the Faculty Council.
- D4.06 All delegations of responsibility and revocations of delegation under this Article shall be in writing.
- D4.07 If, in the Common Agreement or this Schedule D, a decision is to be made by the Association, the decision shall be made by the President of the Association subject to such restriction as the Association, acting in accordance with its bylaws, may determine. Any policy which restricts the ability of the President of the Association to act shall be communicated in writing to the Provost.

Article D5: Probationary Period [Wholly Agreed]

- D5.01.1 The inclusion of a probationary period in the Letter of Appointment indicates an obligation on the part of the Department Chair to properly monitor the ATS Member's progress during a probationary period. In this regard, the Department Chair and the ATS Member shall ensure they each have a clear understanding of the position expectations and standards of performance, in accordance with Article D6 and in accordance with the general characteristics of the position as set out in the position profile, in order to conduct a written probationary assessment of the ATS Member's performance and the suitability of the appointment.
- D5.01.2 An ATS Member who is appointed for the first time under this Agreement shall serve a probationary period of 12 months for:
- a) a Career Status appointment; or
 - b) a T12 appointment with an appointment period of greater than 24 months.
- D5.01.3 An ATS Member who previously did not serve a probationary period and who is appointed into Career Status appointment or T12 appointment (and where the position profiles are similar) shall have the previous appointment count towards the probationary period requirement for the new appointment.

Probationary Decisions by ATSEC for Career Status Appointments and T12 Appointments

- D5.02 Decisions regarding the probationary period of an ATS Member appointed to a Career Status appointment or T12 appointment where the ATSEC is responsible for annual evaluation shall be in accordance with Article D6.

Leaves

D5.03 If an ATS Member is on approved leave (Disability Leave, Maternity leave, Parental Leave, Compassionate Leave, Medical Leave, leave without pay) during the probationary period, the probationary period shall be extended by the duration of such leave, always subject to the length of the appointment period end date stipulated in the Letter of Appointment.

Termination During the Probationary Period (Career Status and T12 Appointments)

D5.04.1 The appointment of an ATS Member may be terminated during the probationary period by providing one month's written notice of such termination. The notice shall be provided by the Department Chair or ATSEC Chair.

D5.04.2 Before making the determination under Article D5.04.1 to terminate the appointment of an ATS Member during the probationary period, the Department Chair or ATSEC Chair shall consult with an Administration Advisor. The Administration Advisor shall advise the Association of the decision to terminate the appointment during the probationary appointment.

D5.04.3 The Association shall be present when the ATS Member receives the written notice referenced in Article D5.04.1.

D5.04.4 The effective date of the termination shall be one month from the date of notice (the "notice period"). During the notice period, the ATS Member shall perform such duties as may be assigned or be placed on leave with full pay or be required to take any accumulated vacation, or a combination of the foregoing. After discussion with the ATS Member, the Department Chair shall decide which of the foregoing shall apply.

D5.04.5 An ATS Member whose appointment is terminated during the probationary period shall have recourse to the Dean, whose decision is final and binding.

Confirmation, Extension or Termination at the End of the Probationary Period (Career Status and T12 Appointments)

D5.05.1 The Department Chair or ATSEC Chair shall provide an ATS Member at least one month's written notice prior to the end of the probationary period, specifying that:

- a) the ATS Member is confirmed in the appointment;
- b) the probationary period is extended to a maximum of an additional 6 months; or
- c) the appointment is terminated effective at the end of the probationary period. During the notice period, the ATS Member shall perform such duties as may be assigned or be placed on leave with full pay or be required to take any accumulated vacation, or a combination of the foregoing. After discussion with the ATS Member, the Department Chair shall decide which of the foregoing shall apply.

D5.05.2 If the Department Chair or ATSEC Chair fails to provide the required notice prior to the end of the probationary period, the ATS Member shall be confirmed in the appointment.

D5.05.3 Before making the recommendation in accordance with Article D5.05.1 (c) to terminate the appointment at the end of the probationary period, 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 at the end of the probationary period.

- D5.05.4 The ATS Member shall be provided written notice from the Department Chair to terminate the appointment at the end of the probationary period. The Association shall be present when the ATS Member receives the written notice.
- D5.05.5 An ATS Member whose appointment is terminated at the end of the probationary period shall have recourse as follows:
- a) where evaluated by the Department Chair, to the Dean, whose decision shall be final and binding; or
 - b) where evaluated by ATSEC, to the Provost, whose decision shall be final and binding.

Article D6: Evaluation [WHOLLY AGREED]

- D6.01 The review of an ATS Member's performance shall be used to:
- a) award **increments Incrementation**; and
 - b) inform Department Chair's recommendations for future appointments in accordance with Article D1.

Academic Teaching Staff Evaluation Committee

- D6.02.1 Each Faculty shall establish an Academic Teaching Staff Evaluation Committee (ATSEC), either as:
- a) A committee distinct from Faculty Evaluation Committee (FEC) which shall include elected voting members from (and by) the ATS Members being evaluated by the ATSEC of that Faculty and elected voting members from (and by) the Academic Faculty of that Faculty. The number of elected ATS Members must exceed the number of elected Academic Faculty; or
 - b) With the approval of the Provost and AASUA, an augmented FEC, which shall include at least one elected voting member from (and by) the ATS Members being evaluated by the FEC of that Faculty and an ATS Member from another Faculty appointed to FEC by the Provost from a list of ATS Members approved jointly by the Provost and the President of the Association. Those ATS Members shall participate only in ATS Member cases before FEC.
- D6.02.2 The ATSEC shall develop, for approval by the Provost, evaluation policies and procedures for all ATS Members.
- D6.02.3 The Faculty Council shall ensure that standards of evaluation are transparent with due regard to the principles of equity, diversity and inclusion. The ATSEC shall ensure the standards are consistently applied with due regard to those principles.**
- D6.02.4 Assessment of scholarship, research and innovation must incorporate provisions for different and diverse experiences and contributions to knowledge, including Indigenous knowledges and methodologies, along with different visions, values, cultural mores, methodologies and epistemologies in critical analysis.**

Responsibility for Annual Evaluation

- D6.03.1 In order for the ATS Member's performance to be annually reviewed, the Department Chair and the ATS Member shall each ensure that they have a clear understanding of the position

expectations and standards of performance for the position profile and are aware of any eligibility for performance **Increments Incrementation**.

D6.03.2 The ATS Member shall submit an annual report to the Department Chair, in a format determined by ATSEC, regardless of whether the ATS Member is eligible for performance **Increments Incrementation** or not.

D6.03.3 ATS Members with a Career Status shall be annually evaluated by the Department Chair who shall submit recommendations to ATSEC.

D6.03.4 ATS Members with a Fixed-Term Status shall be annually evaluated by the Department Chair, who shall, as determined by ATSEC, submit recommendations to either ATSEC or the Dean. **Increment Incrementation** eligibility shall be determined in accordance with D6.07.

Timing of Annual Review

D6.04.1 The annual review period for ATS Members with a Career Status shall normally be July 1 to June 30 with the review process conducted in the next Fall/Winter Term and any Incrementation to be effective the following July 1. An ATS Member with Career Status whose appointment takes effect:

- a) in the period July 1 to October 1, inclusive, is eligible to receive **a single an** Increment;
- b) in the period October 2 to June 1, inclusive, is eligible to receive a pro-rated Increment, the proportion of **a single an** Increment depending on the number of months they have worked out of 12; and
- c) in the period June 2 to June 30, inclusive, is not eligible to receive **an Increment Incrementation** on July 1.

D6.04.2 The annual review period for the purpose of determining performance Increments for ATS Members in a Fixed-Term Status appointment may be varied depending on the appointment periods that the ATS Member has experienced and when they may be eligible for **an Increment Incrementation** in accordance with this Article D6.

Authority of ATSEC (*Refer to Appendix D.7 for detailed procedures to be developed*)

D6.05.1 Each Faculty's ATSEC shall be authorized to prepare for discussion at Faculty Council and for approval by ATS Members in the Faculty and by the Provost, the following evaluation policies and procedures:

- a) position profiles, including academic and/or professional qualifications, skills, competencies, definitions of standard teaching workloads and any research and service responsibilities;
- b) position expectations and standards of performance for each Rank as defined in Article D1.01(c) and for all responsibilities identified within the position profiles, including for those in probationary periods;
 - i) specifically for teaching and/or teaching-related responsibilities, the position expectations and standards of performance shall be broadly based, including course content, course design and performance in the classroom;
 - ii) such teaching and/or teaching-related responsibilities evaluation may take into account information such as statistical summaries of responses to student questionnaires, comprehensive reviews of student commentary; reviews by peers, reviews by administrative officials and reviews of teaching dossiers and other materials provided by the ATS Member;
- c) the format of the annual report;
- d) procedures governing applications for promotion to Associate Lecturer and Full Lecturer;

- e) criteria for recommendations regarding probationary periods; and
- f) criteria for annual ~~Increment~~ **Incrementation** recommendations.

D6.05.2 The Association shall be provided with a copy of the Faculty's evaluation policies and procedures.

D6.05.3 At least every 10 years from the date of each approval, and/or at the request of the Provost, the position expectations and standards of performance shall be reviewed and reconsidered by Faculty Council and submitted to the Provost for approval.

Position Expectations, Standards of Performance and Promotion

D6.06.1 The review of an ATS Member's performance shall be based on consideration of the general responsibilities established in the position profile and in accordance with the ATS Member's specific responsibilities assigned in writing by the Department Chair as outlined in Article D2.

D6.06.2 Position expectations and standards of performance shall be prepared by ATSEC on the basis that an ATS Member is expected to demonstrate competence in responsibilities assigned in accordance with Article D6.06.1. Position expectations and standards of performance:

- a) shall enable evaluation of academic performance across its full range;
- b) shall be based on merit and not on length of service; and
- c) may vary from Faculty to Faculty.

D6.06.3 ATS Members shall be evaluated annually against these position expectations and standards of performance and always in accordance with the position profile:

- a) performance expectations shall increase as an ATS Member moves through the Ranks;
- b) for promotion to Associate Lecturer, the ATS Member must demonstrate a strong record of achievement in teaching and/or teaching-related responsibilities, and must demonstrate on the basis of performance as Assistant Lecturer that they are capable of contributing effectively as an ATS Member in all areas of responsibility; and
- c) for promotion to Full Lecturer, the ATS Member must demonstrate excellence in teaching and/or teaching-related responsibilities and a strong record of achievement in all areas of responsibility.

D6.06.4 Position expectations and standards of performance for promotion to Associate Lecturer shall not be changed for an individual ATS Member prior to the start of or during the promotion process unless the ATS Member agrees.

Eligibility for ~~an Increment~~ **Incrementation for TR, Term and Part-time T12 Status**

D6.07 An ATS Member with part-time T12 status, TR status or Term status shall have ~~Increment~~ **Incrementation** eligibility determined as follows within the position profile:

- a) an ATS Member shall be eligible for ~~an Increment~~ **Incrementation** no more than once in a 12 month period;
- b) an ATS Member shall be eligible for ~~Increments~~ **Incrementation** available to reach the maximum ~~step~~ of the salary range for the Rank ~~regardless at which step they begin~~;
- c) an ATS Member shall be eligible for ~~an Increment~~ **Incrementation** after accumulating a total of at least 8 months of service within the position profile, regardless of whether the ATS Member worked full or part-time; and subject to at least one evaluation of teaching and/or teaching-related responsibilities having occurred within the previous 6 month period. The ~~Increment~~ **Incrementation** shall always be effective at the beginning of the

- next teaching term or appointment contract (after the accumulation of the 8 months, or more, of service);
- d) standard Spring Session and Summer Session appointment periods are each equivalent to 2 months of accumulated service within the position profile;
- e) if there is a break in service of 12 months (not including approved leaves), or more, the prior service shall not be considered in determining appointment salary or a future **Increment Incrementation**;
- f) **Increment Incrementation** eligibility for an ATS Member who is appointed to multiple part-time positions shall be determined by each Department Chair for positions within their Department; and
- g) an ATS Member shall be eligible for ~~an Increment Incrementation~~ after providing certification that they have completed all the requirements for a PhD, or equivalent degree. The **Increment Incrementation** shall always be effective at the beginning of the next teaching term or appointment contract.

Eligibility for ~~an Increment Incrementation~~ for Career or Full-time T12 Status

- D6.08 An ATS Member with Career Status or full-time T12 status shall be eligible for **Increments Incrementation** to the maximum of the salary range for the Rank, determined as follows:
- a) an ATS Member with T12 status shall be eligible for the first performance **Increment Incrementation** when they have worked for 12 months within the position profile and subsequent **Increments Incrementation** after work in each consecutive 12 month period within the position profile (12 month period inclusive of vacation);
 - b) an ATS Member with Career Status shall be eligible for the first performance **Increment Incrementation** in accordance with Article D6.04.1 and subsequent **Increments Incrementation** after work in each consecutive 12 month period within the position profile (12 month period inclusive of vacation); and
 - c) an ATS Member evaluated by ATSEC shall be subject to the Increment Pool established in accordance with the Negotiations in Article 2.

Department Chair's **Increment Incrementation** Recommendation (either to the Dean or ATSEC)

- D6.09.1 Subject to Articles D6.07 and D6.08, for an ATS Member who is eligible for ~~an Increment Incrementation~~, the Department Chair shall recommend to the Dean or ATSEC, whether the ATS Member should receive ~~an Increment Incrementation~~ based on performance in the appropriate preceding period. The recommendation shall be one of the following:
- a) ~~single Increment; an Increment;~~
 - b) ~~multiple Increment which may be 1.25, 1.50, 1.75, 2.0, 2.25, 2.50, 2.75 or 3.0 a portion of Incrementation up to 3.0, which will bring the salary of an ATS member to the salary maximum of the ATS member's present rank;~~
 - e) ~~partial Increment, which shall bring the salary to the maximum of the salary range for the Rank and which is either:~~
 - i. ~~greater than a single Increment but not a multiple Increment; or~~
 - ii. ~~less than a single Increment;~~
 - d) ~~an Increment of .50 or .75; Incrementation awarded in quarter Increments ranging from 0.50 to 3.00 inclusive.~~
 - e) ~~no Zero Increment.~~
- D6.09.2 If the ATS Member has insufficient accumulated service at the time of the annual evaluation and performance is satisfactory, an Increment shall be awarded in accordance with Article D6.07 (c).

Dean's or ATSEC's Increment Decision: No Reasons for Zero Increment Awarded

D6.10.1 If ~~no~~ **Zero** Increment is awarded, the decision shall be cited as one of the following:

- a) **that performance requirements for Incrementation have been met but the that maximum for Rank has been reached ~~and standards for promotion have not been met but performance is satisfactory notwithstanding (0a)~~;**
- b) that performance requirements for ~~an Increment~~ **Incrementation** have not been met **but performance is acceptable notwithstanding (0b)**;
- c) that academic performance while on authorized leave could not be properly evaluated ~~(0c)~~; or
- d) that academic performance is unsatisfactory and unacceptable ~~(0d)~~.

Distribution of Merit Increments

D6.11 ATSEC will fully distribute the maximum number of Increments available for distribution each year, plus or minus the greater of: i) 2% of the number of Increments available for distribution, and ii.) 1.0 Increment. In special circumstances, the Provost, following consultation with AASUA, may permit an ATSEC to distribute Increments in an amount that is greater or less than that number.

Article D7: Unsatisfactory and Unacceptable Performance

D7.01.1 A designation of unsatisfactory performance occurs when an ATS Member receives no merit Increment in accordance with Article D6.10.1 (d) and is appealable under this Article D7.

D7.01.2 ~~The award of a merit increment less than 1.0 is appealable. An incrementation award of less than an increment is appealable.~~

Unsatisfactory Performance ~~for Fixed-Term Status~~

~~D7.02.1 The appointment contract of an ATS Member with Fixed-Term Status who has received a designation of unsatisfactory performance may be terminated.~~

D7.02.2 An ATS Member with Fixed-Term Status with unsatisfactory performance shall have recourse as follows:

- a) where evaluated by the Department Chair; to the Dean, whose decision shall be final and binding; or
- b) where evaluated by ATSEC; 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 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 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, or
- b) has disagreed with the Department Chair's recommendation for promotion.

In these cases, the ATS Member with Career Status shall be provided with the opportunity to 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, 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 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.

Article D8: Notice Period and Layoff [Wholly Agreed]

- D8.01 For the purpose of this Article D8, a layoff is providing notice of the end date of a Career Status appointment or the termination of a T12 or TR status appointment prior to the end date of the appointment period and may result if:
- a) the duties described in the position profile are no longer required;
 - b) the ATS Member no longer has the qualifications required to carry out the responsibilities following a change in the position profile; or
 - c) the funding for the appointment is insufficient or is no longer available.
- D8.02 The formal notice period for layoff of an ATS Member shall be:
- a) 12 months for Career Status appointments;
 - b) 3 months for T12 status appointments;
 - c) 3 months for TR status appointments, to the full-time workload end-date. (e.g., appointment period of July 1 to June 30 with full-time workload occurring from September 1 to April 30, full-time workload end-date is April 30.)
- D8.03 The Department Chair shall provide the written recommendation of a layoff to the Dean which shall include:
- a) the appropriate reason for the lay-off in accordance with Article D8.01;
 - b) the effective date of the lay-off; and
 - c) details of efforts made to seek alternative appointments that would minimize negative impacts on the ATS Member.
- D8.04 Where the recommendation of the Department Chair is layoff of the ATS Member, the Department Chair and/or the Dean shall first consult with an Administration Advisor. The Administration Advisor shall advise the Association of the layoff recommendation.
- D8.05 The Dean and the Department Chair shall prepare a written decision of a layoff which shall be provided to the ATS Member at a meeting with the Department Chair, the ATS Member, an Administration Advisor and the Association.

- D8.06 The purpose of the meeting under Article D8.05 shall be to discuss:
- a) the details of the layoff and of the efforts made to minimize negative impacts on the ATS Member; and
 - b) during the notice period, the ATS Member shall perform such duties as may be assigned or be placed on leave with full pay or be required to take any accumulated vacation, or a combination of the foregoing. After discussion with the ATS Member, the Department Chair shall decide which of the foregoing shall apply.
- D8.07 The effective date of the start of the formal notice period shall be the day after the date of the decision letter.
- D8.08 Layoff under this Article D8 shall not be considered nor presented as dismissal for cause.
- D8.09 Entitlement to severance due to the layoff of an ATS Member with T12 status is one month's salary for each full year of continuous service to the University, to a maximum of 9 months' salary. The effective date of the layoff and the date for determining length of service and rate of salary shall be the last day of the formal notice period under Article D8.07.
- D8.10 Severance shall normally be paid in a lump sum and shall be calculated in accordance with Article 19.
- D8.11 The decision of the Dean to terminate the Career Status, T12 status or TR status appointment due to layoff is subject to the Grievance Procedures established in Article 14.
- D8.12 An ATS Member with a Term status appointment shall not be subject to layoff. In the case of circumstances described in Article D8.01, the appointment shall end on the date stipulated in the Letter of Appointment without the need for further notice or severance from the University.
- D8.13 Should an appointment from which an ATS Member has been laid off be reinstated or an appointment with substantially the same duties as that appointment be established in the same Department within 16 months of the date on which the previous incumbent was laid off, the previous incumbent shall be offered the appointment.

Article D9: Salaries and Benefits

Salaries

- D9.01.1 The salary scales shall be in accordance with the Salary Levels and Ranges attached in Appendix D.5.
- D9.01.2 The rates in Article D9.01.1 are minima. Salary levels above the minimum shall continue to be possible.
- D9.01.3 The salary for an ATS Member's appointment in Spring and/or Summer terms shall be no less than the rate paid for the previous Fall and/or Winter terms.

Supplementary Health, Dental and Ancillary Benefits

- D9.02.1 A full-time ATS Member, except those with a Term status appointment of less than 8 months, shall participate in the benefit plans set out in Appendix D.10, in accordance with eligibility restrictions stated therein.

- D9.02.2 All other ATS Members not referenced in Article D9.02.1 shall receive pay in lieu of benefits programs equal to 3% of salary payable.
- D9.02.3 Notwithstanding Article D9.02.2, if an ATS Member has concurrent, multiple part-time appointments which together constitute a full-time workload for at least 8 consecutive months, the ATS Member may be eligible for benefits. It is incumbent upon the ATS Member to inform their home Department of any other appointments that would affect the ATS Member's eligibility for benefits, the cost for which would be pro-rated across Departments.
- D9.02.4 An ATS Member who is appointed in Spring and/or Summer terms may be eligible for continuation of benefits if the ATS Member was eligible for benefits in the preceding Fall and Winter terms and if the appointment is within the same Department. The ATS Member should advise the Department Chair in order for the benefits eligibility to be determined.

Eligibility

- D9.03.1 An ATS Member who has reached the age of 65 shall not be eligible for benefits under Alberta Health Care, Supplementary Health Care, Dental Care, Life Insurance, and Disability Benefits, and shall be required to coordinate other benefits with benefits provided by governments.
- D9.03.2 An ATS Member who has been granted leave with full pay or Maternity Leave shall remain eligible for full participation in the benefit programs under Article D9.02.
- D9.03.3 An ATS Member who is not eligible for Alberta Health Care because of a failure to meet residency requirements is not eligible for coverage under Alberta Health Care or Supplementary Health Care. Such an ATS Member is eligible to participate in the University's Health Insurance Plan as set out in Appendix D.5 in accordance with eligibility restrictions stated therein.

Removal Grants and Allowances

- D9.04.1 A full-time ATS Member with Career Status or Fixed-Term Status (except those with (i.) Term status and a full-time appointment of less than 8 months; and (ii.) Term status and a part-time appointment of less than 12 months) upon appointment, may be eligible for a removal grant toward expenses necessarily and reasonably incurred in moving to a new primary residence when relocating from a residence greater than 50 kms from a University campus. Regulations governing removal grants shall be established from time to time by the Board after consultation with the Association and are appended to this Agreement as Appendix D.10.
- D9.04.2 When circumstances permit, an ATS Member upon appointment may be eligible for a removal allowance toward expenses necessarily and reasonably incurred in moving to a new primary residence when relocating from a residence greater than 50 kms from a University campus. The allowance, to the maximum specified by the Dean, shall be paid upon presentation of an account of expenses supported with appropriate receipts. Regulations governing removal allowances shall be established from time to time by the Board after consultation with the Association.
- D9.04.3 An ATS Member who voluntarily leaves the service of the University before rendering 12 months service shall be required to refund a portion of the removal allowance; each month's regular service (exclusive of leave periods) shall be considered as discharging one twelfth of the obligation. In cases where probationary periods are less than 12 months the obligation shall be discharged in a proportionately shorter period.

Universities Academic Pension Plan (UAPP)

D9.05.1 An ATS Member shall be eligible to participate in the UAPP.

D9.05.2 The Board and the ATS Member shall contribute to UAPP, the latter through deductions from salary, in accordance with the UAPP Sponsorship and Trust Agreement.

Vacation

D9.06.1 An ATS Member with Career Status and T12 status appointments shall be entitled to an annual vacation of 22 days, which shall be pro-rated accordingly for part-time appointments. The following conditions shall apply:

- a) the time of vacation shall be approved by the Department Chair. If there is a dispute with respect to vacation time, the ATS Member shall have recourse to the Dean, whose decision shall be final and binding;
- b) every effort shall be made to utilize vacation earned within the year that it has been accrued and unused vacation may be carried forward from year to year only with the advance written consent of the Dean;
- c) a resigning, or retiring, ATS Member shall receive an amount in lieu of vacation time not taken, but such amount shall not exceed one year's vacation entitlement. The amount shall be based on the salary rate as of the effective date of the resignation or retirement.

D9.06.2 All other ATS Members not referenced in Article D9.06.1 shall receive pay in lieu of vacation equal to 4 % of salary payable.

Appendix D.1: Summary for Ease of Use [Wholly Agreed]

This Table provides a Summary for Ease of Use APPOINTMENTS to a POSITION Full-Time (FT) or Part-Time (PT) as Indicated			
RANKS -TITLES (Regardless of Contract Status, each rank can be achieved)	CONTRACT STATUS	PROBATIONARY PERIODS and METHOD of ANNUAL EVALUATION	LAY-OFF PROVISIONS
Full Lecturer <i>Sample Titles</i> - Master Coach - Clinical Professor - Teaching Professor Associate Lecturer <i>Sample Titles</i> - Senior Coach - Associate Clinical Professor - Associate Teaching Professor Assistant Lecturer <i>Sample Titles</i> - Coach - Assistant Clinical Professor - Assistant Teaching Professor	Career (FT or PT) Contingent – no end date.	Probationary Period of 12 months. Evaluated by Academic Teaching Staff Evaluation Committee (ATSEC).	Provided working notice of not less than 12 months of contract termination. No severance.
	T12 (FT or PT) Appointment period of 12 months to a maximum of 6 years.	Probationary Period of 12 months with appointment period greater than 24 months. Evaluated either by ATSEC or by the Department Chair, as determined by ATSEC.	Provided 3 months' working notice if contract is terminated prior to end date. Provided severance of one month for each full year of service to a maximum of 9 months.
	TR (FT) Appointment period from 24 months to a maximum of 6 years, but where the full-time workload occurs in 8, 9, 10 or 11 months within each year. Staff member may purchase benefits during the inactive period (period of leave without pay).	Probationary Period not required. Evaluated either by ATSEC or by the Department Chair, as determined by ATSEC.	Provided 3 months' working notice to the full-time workload end-date. (e.g., appointment period of July 1 to June 30 with full-time workload occurring from September 1 to April 30, full-time workload end-date is April 30.) No severance.
	Term (FT or PT) Appointment period less than 12 months.	Probationary Period not required. Normally evaluated by the Department Chair, unless ATSEC determines otherwise.	Provided working notice to the end of the appointment period. No severance.

Appendix D.2: Sample Letter of Appointment [Wholly Agreed]
<http://www.hrs.ualberta.ca/Forms.aspx>



[Name]
[Address]

[enter date]

Dear [Name]:

On behalf of the Board of Governors, I am pleased to offer you a formal appointment to the academic staff of the University of Alberta in accordance with the terms set forth below. Should you accept this offer, your employment will be governed by the Collective Agreement, including Schedule D for Academic Teaching Staff (ATS), a copy of which can be found at <https://www.ualberta.ca/faculty-and-staff/my-employment/collective-agreements-and-handbooks>. The Agreement may be amended in accordance with its terms, and such amendments are binding upon you.

The specific terms of the appointment offer are:

1. Position Rank: [indicate Assistant Lecturer, Associate Lecturer or Full Lecturer]
2. Position Title: Position Profile attached (✓ one): Yes To be Determined
3. Contract Status: Career
4. Department:
Faculty:
5. Effective Date:
6. Probationary Period: [Indicate 12 months or N/A]
7. Full-time Equivalent (FTE): [If FT indicate 1.0 and pro-rate if PT, e.g. 0.5]
8. Salary: \$[Indicate FT salary or pro-rated salary if PT] per annum Salary Range:
9. Special conditions, if any: [Include special conditions here or as an attachment]
10. You may be eligible for a removal grant of \$[indicate amount or N/A] in accordance with Article D9.04 and Appendix D.10 of the Agreement.

The return of one signed original copy of this letter to the undersigned will constitute your acceptance of this offer of appointment on the terms hereof.

This appointment is expressly contingent on your continuing eligibility for employment in Canada and upon the University receiving confirmation, if required by the appropriate federal government department or upon request by the University, of your continuing eligibility for employment in Canada. Loss of your eligibility for employment in Canada or a failure to provide confirmation of your eligibility for employment in Canada (i.e. work permit and/or permanent or temporary residence visa) will render the appointment null and void.

All personal information collected by the University of Alberta for the purpose of employment shall be collected under the authority of Section 33c of the Alberta Freedom of Information and Protection of Privacy Act (FOIPP) and will be protected under Part 2 of that Act. Certain information will be made available to federal and provincial departments and agencies under appropriate legislative authority. For further information regarding the collection and use of the personal information, contact *Human Resource Services, 2-60 University Terrace, University of Alberta. Phone: 492-4555.*

THIS FORM CONSTITUTES THE ENTIRE CONTRACT OF APPOINTMENT BETWEEN THE APPOINTEE AND THE UNIVERSITY AND NO OTHER WRITTEN OR ORAL CONDITION, QUALIFICATION OR AGREEMENT EXISTS OR IS INCLUDED HEREIN BY REFERENCE HERETO EXCEPT AS HEREINBEFORE SET FORTH.

Yours sincerely,

[Name of Dean or Designate], [Title]

Received by University

ACCEPTANCE

I hereby acknowledge receipt of the original hereof and accept the Appointment referred to and the terms and conditions set forth.

Date at _____
(City)

This _____ day of _____, _____
(Day) (Month) (Year)

Signature

**Appendix D.3: University Library Privileges
for Members of the Academic Teaching Staff [Wholly Agreed]**

APPLICATION OF UNIVERSITY LIBRARY PRIVILEGES UNDER THE ATS AGREEMENT					
	CONTRACT PERIOD as an Employee	ACCESS from Off-Campus to Licensed Online Library Content as an Instructor	NO ACCESS from Off-Campus to Licensed Online Library Content	On-Campus Access to Licensed Online Library Content	Library Card Borrowing Privileges of 4-Month Loans based on University Staff ONEcard
	NORMALLY, FROM: Term Start Date	FROM: Approximately 2 months prior to the Term Start Date			FROM: Contract Period Start Date
	TO: Term End Date	TO: 4 months following the Term End Date			TO: 14 months after the Start Date
RECURRING APPOINTMENTS	Fall and Winter Terms	Jul 1 to Aug 31 (14 months)	Not applicable: continuous access	Continuous access with active CCID on University Wireless Service (UWS); or at Information and Technology Services (IST) or University Libraries workstations.	Coincides with the 14 month access period and requires University Staff ONEcard. Before the 14 month access period OR in the absence of a new contract after the 14 month access period, an individual may obtain a free borrower card with a 2-week loan period with valid ID at any University Libraries service desk.
	Fall Term	Jul 1 to Apr 30 (10 months)	No access May and Jun		
	Winter Term	Nov 1 to Aug 31 (10 months)	No access Sep and Oct		
	Spring and Summer Terms	Mar 1 to Dec 31 (10 months)	No access Jan and Feb		
	Spring Term	Mar 1 to Oct 31 (8 months)	No access Nov, Dec, Jan, Feb		
	Summer Term	May 1 to Dec 31 (8 months)	No access Jan, Feb, Mar, Apr		
NEW APPOINTMENT	Fall and Winter Terms	Jul 1 to Aug 31 (14 Months)	Not applicable		
	Fall Term	Jul 1 to Apr 30 (10 months)			
	Winter Term	Nov 1 to Aug 31 (10 months)			
	Spring Term	Mar 1 to Oct 31 (8 months)			
	Summer Term	May 1 to Dec 31 (8 months)			

The following relationship definitions exist for ATS Members:

Instructor (INT)

An instructor is someone who is teaching continuing education, graduate or undergraduate course(s) at the University. The instructor relationship is added to the University system once an instructor's employee ID is attached to a class. The start date of the relationship coincides with the date that the course catalogue is released to campus. The end date of the relationship is the end date of the last term that the instructor is attached to a course/courses + 4 months.

Employees (EMP)

An employee is someone who has an employment relationship with the University. All employees will have other simultaneous relationships that further describe their affiliation with the University (e.g., Student or Instructor). The employee relationship is given to all persons that have an active job record in the University system. The start and end date of the relationship coincides with the start and end date of the employment contract.

Access to Licensed Online Library Content

The University Libraries licenses a wide range of electronic journals, e-books, abstracting/indexing databases and numerical databases from commercial vendors. These licenses restrict use of these resources to primary members of the University community, i.e. current University students, faculty and staff (based on valid student or employee numbers). However, University Libraries licenses do permit "walk-in"/on-campus use by guest affiliates and the wider community at public computer stations within the University Libraries or via the UWS.

Remote Access to Licensed Online Library Content

Remote access (from outside the University computing network) to licensed online library content by primary members of the University community requires login to the Library's EZproxy server using a CCID.

The search for information from off campus begins within the University Libraries website at <http://www.library.ualberta.ca>. Ebooks, ejournals, databases, streaming video or audio, etc. can be searched through various services within the website and before being linked through to the content, the searcher will be passed to the Libraries EZproxy service to login with CCID and password.

Library Cards and Borrowing Privileges

ATS Members will use a University Staff ONEcard to borrow Library resources with a 4-month loan period for 14 months from the start date of their employment contract.

Appendix D.4: Conditions for Supplementary Professional Activities (SPA) [Wholly Agreed]

1. The authority and approval of SPA is subject to the following conditions:
 - a) The ATS Member shall not compete unfairly with professionals outside the University.
 - b) The SPA shall not infringe upon the University's conflict policy and related procedures and protocols, as amended from time to time.
 - c) The SPA shall conform with the University's related policies, procedures and protocols related to the use of University facilities and staff, as amended from time to time.
 - d) The ATS Member shall indemnify and hold harmless the University from and against any loss, injury or damage which the University may or could suffer arising in any way out of or in relation to such activities. The ATS Member gives this covenant and makes this agreement notwithstanding that the University has participated in such activities by the provision of facilities, space, equipment, or administrative assistance, unless the said loss, injury or damage arises directly from a malfunction of the said facilities or equipment which is not caused by the user thereof; and notwithstanding that the University has participated in such SPA by the provision of students or postdoctoral fellows or the like; and notwithstanding that any formal contract with respect to those SPA has not been negotiated by or approved by the University.
 - e) When engaged in SPA, ATS Members shall not use the name of the University in any way, except as the mailing address, nor shall ATS Members hold themselves as agents of the University when engaged in SPA.
2. SPA shall be taken into account in the evaluation of an ATS Member's performance for Increments and promotion.
3. The following information shall be provided in the ATS Member's annual statement on SPA:
 - a) the category or type of client or affiliation;
 - b) the nature of services performed;
 - c) an estimate of the total time devoted to each SPA; and
 - d) the names and nature of any continuing contractual arrangements with outside organizations.
4. SPA shall represent an integral part of the responsibility to relate theory to practice, thereby enabling teaching and/or teaching-related responsibilities to remain professionally relevant. Routine, repetitive and trivial SPA is discouraged.

Required SPA

5. A Faculty Council may deem SPA, and the maintenance of a professional license, to be essential to the work of the Department and to the progress of an ATS Member's career. In such cases the Dean and Department Chair shall encourage SPA.
6. Where a Faculty Council has deemed SPA to be essential to the work of the Department, the Faculty Council shall recommend to the Board that such SPA be considered as part of the primary University responsibilities. The Board may approve such recommendations on such conditions as it deems appropriate, having regard to 1.a.

Major SPA

7. SPA may be categorized as major or minor in scope. Each Faculty Council shall decide what constitutes major SPA but all proposals to teach at another institution shall be considered major SPA.

Reporting Requirements

8. Each ATS Member shall submit an annual statement to the Department Chair and Dean on SPA in the previous year. The Department Chair shall submit their personal statement to the Dean.
9. The period covered by the annual statement and the date on which it is to be submitted may vary from Faculty to Faculty with this decision being made, from time to time, by the Faculty Council.
10. The annual statement may be made in conjunction with the annual report of the ATS Member or it may be a separate statement. Each Faculty Council shall determine, from time to time, which is the appropriate method for that Faculty.
11. Each Faculty Council shall develop the format for the annual statement for that Faculty and submit to the Provost for approval.
12. Decisions reached by a Faculty Council under this Article shall be conveyed, in writing, to the Provost and the Association.

Faculty Regulations

13. 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 statement of SPA; the determination of the time period covered by the report; the date by which the report is to be submitted and whether the annual statement about SPA shall be included in the annual report.
 - c) Any modifications to the requirement that SPA be taken into account in the evaluation of an ATS Member's performance.
 - d) Whether the time of year, week or day when SPA is performed is important to its approval and reporting.
 - e) Whether the annual statement shall include information about remuneration received from SPA.
 - f) Regulations governing the use of University facilities and staff for SPA including arrangements to reimburse the University for such use.
 - g) What evidence shall be required to ensure the ATS Member has adequate personal liability insurance to indemnify the University against any claims.
 - h) Such additional terms and conditions the Faculty Council may consider necessary; such terms and conditions shall be in addition to and not in contradiction to this Appendix.

Appendix D.5: Salary Schedule

~~Effective from date of ratification to June 30, 2019: no change to the 2017/2018 salary schedules.~~

Effective July 1, ~~2019~~ 2020 the following ATS Salary Schedule shall apply, subject to the accompanying Notes.

Step on Scale	Academic Teaching Staff - Salary Schedule MINIMUM SALARIES applicable to all ATS appointment categories Effective July 1, 2019		
	Assistant Lecturer	Associate Lecturer	Full Lecturer
1.0	63,152	75,912	92,267
2.0	65,704	79,183	95,826
3.0	68,256	82,454	99,385
4.0	70,808	85,725	102,944
5.0	73,360	88,996	106,503
6.0	75,912	92,267	110,062
7.0	78,464	95,538	113,621
8.0	81,016	98,809	
9.0	83,568	102,080	
10.0	86,120		
11.0	88,672		
12.0	91,224		
Increment Value	2,552	3,271	3,559

Notes:

- i. Effective July 1, 2019, subject to Notes ii. and iii., the salary of each Full-time ATS Member with a PhD or equivalent shall be the greater of: (i.) their salary as at July 1, 2019; and (ii.) Step 5 of the Assistant Lecturer Scale. Also effective July 1, 2019, the salary of each Full-time ATS Member who does not hold a PhD or equivalent shall be the greater of: (i.) their salary as at July 1, 2019; and (ii.) Step 1 of the Assistant Lecturer Scale.
- ii. Incrementation applied prior to July 1, 2020, shall be based on the 2018-19 salary schedule. Incrementation applied on or after July 1, 2020 shall be based on the Salary Schedule above.
- iii. The reference to "salary" in Note i. above shall be the salary of the Member following any Incrementation that may have applied under the 2018-19 salary schedule.

- iv. All ATSEC performance standards shall be completed by June 30, 2019. [Note: some Faculties have a very small number of ATS Members; therefore a generic set of standards may be developed for application across these Faculties.]
- v. A Unit may establish an enhanced salary schedule particular to that Unit, in which case that salary schedule shall apply to the Unit's ATS Members and the Salary Schedule herein shall not apply. A salary schedule that has been established by a Unit on or before the date of ratification shall continue to apply, if it meets the minimum levels specified in the Salary Schedule herein. The establishment of a new salary schedule for a Unit after the date of ratification is subject to the recommendation of the Unit's Senior Administration and the approval of the Provost and AASUA.
- vi. The Salary Schedule applies to all ATS Members, irrespective of whether or not they have obtained a PhD or equivalent. The salary of a Member who has obtained a PhD or equivalent shall be no less than Step 5 on the Assistant Lecturer scale for Full-time or the pro-rated equivalent for Part-time.
- vii. Effective July 1, 2020, the Per Course Rate for appointments to Term status less than full-time shall be determined in accordance with the following formulae:
 - for Units with a Fall or Winter Term workload of 3 courses: the Assistant Lecturer annual rate divided by 9;
 - for Units with a Fall or Winter Term workload of 4 courses: the Assistant Lecturer annual rate divided by 1which in no case shall be less than \$7,336 for a Member who has obtained a PhD or equivalent.
- viii. The top Step in each Rank represents the maximum salary for that Rank, with the following two exceptions. Salaries may exceed the top Step where: 1) a salary adjustment is provided in accordance with Article 20 (Salary Adjustment Fund) and/or; 2) a Unit has established an enhanced salary schedule for its ATS Members with a higher top step, in accordance with Note ii.

Located on the Human Resource Services website:

~~July 1, 2018 to June 30, 2019~~ **July 1, 2020 to March 31, 2023**

<https://cloudfront.ualberta.ca/-/media/hrs/pay-and-tax-information/salary-scales/ats-2020-2023.pdf>

Appendix D.5: Salary Schedule

Effective April 1, 2023 the following ATS Salary Schedule shall apply, subject to the accompanying Notes.

schedule to be included

Appendix D.5: Salary Schedule

Effective December 1, 2023 the following ATS Salary Schedule shall apply, subject to the accompanying Notes.

schedule to be included

Appendix D.6: Copyright Regulations (2016) [Wholly Agreed]

1. Ownership

- 1.1 Pursuant to Article 11.02, a Staff Member who creates a Work resulting from or connected with the Staff Member's duties or employment owns copyright in the Work. However, the University owns or has an interest in Works as provided in paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, 3.1, 5.1, and 5.2 of this Appendix D.6.
- 1.2 For the purposes of this Appendix D.6 and Article 11, "Work" or "Works" means anything in which copyright subsists pursuant to the *Copyright Act* (Canada), whether published or unpublished. For greater certainty, Work includes: architectural works, artistic works, choreographic works, cinematographic works, collective works, dramatic works, literary works, musical works, compilations, performers' performances, sound recordings and communication signals, all as defined in the *Copyright Act* (Canada).
- 1.3 A creator has moral rights in a Work, as provided under the *Copyright Act*. The Parties endorse and support the creator's right to manage those moral rights.
- 1.4 If a Staff Member creates a Work
 - (a) in the course of performing administrative or management duties or activities for the University, a Department, or a Faculty, including all units therein associated (e.g., Centres and Institutes); or
 - (b) for the purposes of a committee or group of a Department, Faculty, or the University;then the University owns copyright in the Work.
- 1.5 If a Staff Member creates a Work pursuant to a written agreement between the staff member and the University, that agreement shall address the University's arrangement with the Staff Member regarding ownership or other interest in that Work.
- 1.6 If a Staff Member creates a Work under a sponsored research funding agreement with a third party funder, copyright ownership and licensing are governed by the terms of the sponsored research funding agreement. Because the University shall enter into the sponsored research funding agreement with the sponsor, the University has the right to obtain from the Staff Member an assignment or licence of the copyright as necessary to fulfill its obligations to the sponsor under the sponsored research funding agreement. However, the Staff Member cannot unilaterally assign or licence Works that are not wholly owned or created by that Staff Member.
- 1.7 If a Staff Member creates a Work under any other agreement between the University and a third party, including but not limited to a secondment agreement or facility access agreement, copyright ownership and licensing are governed by the terms of the agreement between the University and the third party. To avoid any need for the Staff Member personally to transfer or agree to transfer rights relating to the Work to the third party (which may entail the personal liability of the Staff Member), the University has the right to obtain from the Staff Member an assignment or licence of the copyright as necessary to fulfill its obligations to the third party under the agreement. However, the Staff Member cannot unilaterally assign or licence Works that are not wholly owned or created by that Staff Member.

2. University Licence

General Principles

- 2.1 Subject to paragraphs 2.2 to 2.10 inclusive, the University is and shall be entitled to an immediate, non-exclusive, royalty-free, non-transferable, irrevocable licence to use any Work created or produced by a Staff Member that results from or is connected with the Staff Member's duties or employment, for all purposes within the University's approved mandate pursuant to the *Post-Secondary Learning Act (Alberta)*.
- 2.2 The purposes referred to in paragraph 2.1 include, but are not be limited to, unit accreditation, unit or University marketing, and any not-for-profit activity.
- 2.3 The licence contemplated by paragraph 2.1 does not apply if, as a result of reasonable academic or pedagogical publishing practice, a Staff Member must assign copyright to a Work to a third party as a condition of publication. In such a case, the Staff Member shall make best efforts to cause the third party to provide a licence to the University in relation to the Work, such licence containing terms that are analogous to those described paragraph in 2.1.
- 2.4 The licence contemplated by paragraph 2.1 does not preclude a Staff Member from agreeing with the University to grant any additional licence or other rights in and to a Work to the University.
- 2.5 A Staff Member, reasonably believing that their Work is unsatisfactory for a proposed use due to outdated, incompleteness, negative impact on the professional reputation of the Staff Member, or other academic grounds, may amend the Work or require that its use be withheld.

Limited Exception – Works Created to Fulfill Assigned Course Responsibilities

- 2.6 Except in the cases described in paragraphs 2.7 to 2.10 inclusive, the licence contemplated by paragraph 2.1 does not apply to any Work created by a Staff Member to fulfill assigned course responsibilities under Articles D2.01.2 and D2.02.2.
- 2.7 The licence contemplated by paragraph 2.1 includes those elements of a course outline that set out the information required by General Faculties Council policy, as described in the University Calendar.
- 2.8 If a Staff Member is unable or unavailable to deliver all or part of a course duly assigned to that Staff Member, the University may use the Work described in paragraph 2.6 to complete the delivery of the course. Such a licence will not be irrevocable, but instead will be for the duration of the course in that academic year.
- 2.9 The University may use a Work described in paragraph 2.6 for the purposes of unit accreditation, in connection with transfer credit determinations or as the University may be required to meet its obligations to students.
- 2.10 If a Staff Member is assigned course responsibilities under Article D2.02.2 that entail the preparation of course materials for use in multiple courses or courses taught in multiple sections, the licence contemplated by paragraph 2.1 applies to those materials for a term of 3 years from the date that the materials are last revised by the Staff Member and it shall not be an interference in the creator's moral rights for the University to modify the course materials as required for the purpose of keeping them current.

3. Computer Programs and the University Patent Policy

- 3.1 In addition to this Appendix D.6, the University Patent Policy shall apply to a computer program that is patentable intellectual property.

4. Conflict of Interest and Conflict of Commitment

- 4.1 The University has an interest in ensuring that Works created by its own Staff Members are not used to compete with or undermine the University's educational mission or activities. Therefore, a Staff Member's creation and use of Works in which the Staff Member owns copyright remain subject to the University's conflict of interest and conflict of commitment policies.

5. Collaborative Works

- 5.1 Works created collaboratively by students, staff, faculty and/or others present special challenges with regard to copyright. Such works may be owned in whole or in part by the University, or the University may have rights in and to those Works if they fall within one of the categories described in paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, or 3.1 of this Appendix D.6.
- 5.2 Subject to paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, or 3.1 of this Appendix D.6, if a Work is created by a Staff Member and one or more other individuals governed by University collective agreements, policies, and procedures, as between the University and that Staff Member and the individual or individuals, each person's rights and obligations relating to the Work shall be determined by the applicable University collective agreements, policies, and procedures. In the case of some collaborative Works, especially those involving members of different categories of persons within the University community, the parties involved may decide to assign copyright to the University in order to coordinate distribution, use, and (when appropriate) revenue sharing.
- 5.3 If a Work is created by a Staff Member and an individual or individuals who are not subject to University collective agreements, policies, and procedures, ownership of copyright will be decided in accordance with:
- (a) a written agreement between that staff member and that individual or those individuals;
 - (b) a written agreement between the University and another organization; or
 - (c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix D.6 will apply to any interest held by the Staff Member, with the necessary changes.

6. Guidelines

- 6.1 The University may publish guidelines, recommendations, and explanatory notes which shall not form part of this Appendix D.6, to assist Staff Members and others to structure collaborations in ways that maximize certainty and minimize conflicts respecting interests in Works, and to assist in the application or use of this Appendix D.6.

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.

Appendix D.8: Position Profile Template

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.

Appendix D.9: Definitions [Wholly Agreed]

1. ~~“Department Chair” means the administrative head of a Department reporting to the Dean. Responsibilities assigned in this Agreement to a Department Chair shall be the responsibility of the Dean in Faculties in which there are no Departments.~~
2. ~~“Acting” when referring to an officer of the University of Alberta (President, Vice-President, Dean, Department Chair or other officer) means a person designated to act for the officer during the officer’s absence; the person who is acting shall have the same authority and responsibility during appointment as the officer has under the terms of this Agreement.~~
3. ~~“Senior Officer” means a Staff Member appointed under Schedule A who has also been appointed to an administrative position including Vice-Provost, Deputy Provost, Vice-Dean, Associate Dean or Department Chair.~~

Appendix D.10: Benefits Schedule, Removal Grant Regulations

BENEFITS SCHEDULE

<https://www.ualberta.ca/faculty-and-staff/employee-benefits/benefits-overview>

REMOVAL GRANT REGULATIONS

<https://www.ualberta.ca/human-resource-services/hiring/recruitment-and-advertising/recruiting-academic-staff/removal-grant>

Schedule E

TRUST/RESEARCH ACADEMIC STAFF

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Article E1: Appointments [Wholly Agreed]

Position Description

- E1.01.1 A Position Description, containing at a minimum the information set out in Appendix E.2, shall form the basis for a position's evaluation by Human Resource Services. The evaluation of the position will result in the establishment of a salary level and salary range for the position in accordance with Article E9.
- E1.01.2 When a position is evaluated, it will be assigned to a job family as outlined in Appendix E.3.
- E1.01.3 A Trustholder may make a request to Human Resource Services for a variation in the salary range for market or recruitment reasons.

Advertising

- E1.02.1 A Trustholder will normally post prospective opportunities for Trust/Research Academic appointments. These opportunities will be posted on the departmental bulletin board or by the standard means of communication of the Department and also on the University's "Careers" website.
- E1.02.2 Notwithstanding the above, Trustholders must consult with Human Resource Services before beginning the recruitment process if foreign nationals are to be considered within the competition. The hiring unit shall advertise for a minimum of 30 days in CAUT and University Affairs. Advertisements may appear simultaneously in domestic and international media.

Appointment

- E1.03.1 The appointment of a TRAS Member shall be made in accordance with University policies and procedures by the Appointing Officer following a recommendation by the Trustholder. The appointment of a TRAS Member shall be evidenced by the Letter of Appointment containing at a minimum the information set out in Appendix E.1.
- E1.03.2 A TRAS Member will be appointed on a full-time or part-time basis on a:
- a) Fixed-Term Appointment: if a TRAS Member is appointed on a Fixed Term Appointment, the Letter of Appointment will stipulate the appointment's end date. Where circumstances permit, and following a recommendation by the Trustholder, the Appointing Officer may provide a term for the appointment that coincides with the term of the funding source. The Fixed-Term Appointment shall not exceed the term of the funding source unless pre-approved by Human Resource Services.
 - b) Renewable Term Appointment: if a TRAS Member is appointed on a Renewable Term Appointment, the Letter of Appointment will stipulate the length of the original appointment. Following an annual assessment of satisfactory performance, a TRAS Member appointed on this basis, shall have the term of the appointment extended by one year. All Renewable Term Appointments will be reviewed with Academic Staff Administration prior to appointment.
 - c) Career Status Appointment: as permitted by the funding source and where the appointment is to a full-time or part-time position that does not include an appointment period (or a specific end date) but is subject to termination, with one year's notice, in accordance with the following:
 - i. the duties described in the position profile are no longer required;

- ii. the TRAS Member no longer has the qualifications required to carry out the responsibilities following a change in the position profile; or
- iii. the funding for the appointment is insufficient or is no longer available.

- E1.03.3 A Letter of Appointment duly executed by the Appointing Officer and the TRAS Member, shall confirm the type of appointment (i.e. Fixed-Term, Renewable Term, or Career Status).
- E1.03.4 The appointment of a TRAS Member shall commence on the date set in the duly executed Letter of Appointment, in accordance with Article E1.03.3.
- E1.03.5 The reappointment of a TRAS with a Fixed-Term Appointment under Article E1.03.2 (a) shall be provided no later than two months prior to the end-date of the current appointment; otherwise, that appointment will expire on the date stipulated in the Letter of Appointment without the need for further notice or pay-in-lieu of notice from the University.
- E1.03.6 Any disagreement between the Trustholder and the Staff Member with regard to reappointment pursuant to Article E1 may be subject to appeal pursuant to the provisions of Article E8.

Special Conditions

- E1.04 A TRAS Member may be appointed with special conditions which are at variance with the terms of this Agreement provided:
- a) Special conditions do not result in a lowering of total earnings or benefits as set out in this Agreement;
 - b) The variations are in writing and are included in or appended to the Letter of Appointment; and
 - c) The variations have been approved in writing by the Provost after consultation with the President of the Association and prior to the offer being made.

Removal Grant

- E1.05.1 When circumstances permit, a TRAS Member upon appointment may be eligible for a removal grant toward expenses necessarily and reasonably incurred in moving to Edmonton or within the capital region from their place of residence. The grant, to the maximum specified by the Trustholder, shall be paid upon presentation of an account of expenses supported with appropriate receipts. Regulations governing removal grants shall be established from time to time by the Board after consultation with the Association.
- E1.05.2 A TRAS Member who voluntarily leaves the service of the University before rendering 12 months service shall be required to refund a portion of the removal grant; each month's regular service (exclusive of leave periods) shall be considered as discharging one twelfth of the obligation. In cases where probationary periods are less than 12 months the obligation shall be discharged in a proportionately shorter period.

Article E2: Position Responsibilities [Wholly Agreed]

- E2.01.1 Upon appointment, each TRAS Member will receive a written Position Description which has been developed in accordance with Article E1. The Position Description will outline the position responsibilities applicable to the TRAS Member's appointment.
- E2.01.2 The TRAS Member shall be accountable to the Trustholder for the duties outlined in the position description.
- 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.
- E2.01.4 Any TRAS Member may be appointed with research responsibilities. These responsibilities will be documented in the position description in accordance with the University's "Eligibility to Apply for and Hold Research Funding" Policy. As such, research activity shall be conducted in compliance with the regulations established by the Vice-President (Research) following consultation with the Association and approval by the appropriate University governing bodies. Questions arising from the administration of the regulations shall be in accordance with the provisions of this Agreement.
- E2.01.5 ~~The Trustholder can make changes to Position Descriptions that are not considered to be a position modification under Article E2.02.1. If the Trustholder contemplates changes to the position description, they shall consult with the TRAS Member and the changes shall be documented through the rewriting of the Position Description under Article E4.~~
- E2.01.6 In the event of a dispute with respect to changes in position responsibilities, a TRAS Member shall have recourse under Article E8.

Position Modifications

- E2.02.1 For the purpose of this Article E2, a Position Description is considered modified when a substantial change is made to its terms and conditions, which include:
- a) A reduction in base salary;
 - b) A change in full-time or part-time status;
 - c) A change in Trustholder; or
 - d) A significant or substantial change in position duties.
- E2.02.2 A Trustholder considering a position modification must consult with Human Resource Services.
- E2.02.3 Prior to formal notice of position modification, a meeting will be arranged including Human Resource Services, the Trustholder, the Association and the affected TRAS Member. The purpose of the meeting is to discuss the details of the modification (specifically the anticipated impact on the TRAS Member) and to explore methods or alternatives which minimize negative impacts on the TRAS Member.
- E2.02.4 The Trustholder will provide a TRAS Member with one month formal notice of a position modification. A Trustholder will provide as much informal notice as reasonably possible of the effective date of the position modification.

E2.02.5 If after every attempt is made to resolve concerns and the TRAS Member will not accept the change to the position, the TRAS Member will be laid-off pursuant to Article E10.

Article E3: Basic Conditions [Wholly Agreed]

- E3.01 A TRAS Member shall be provided appropriate workspace and reasonable access to support services for the discharge of responsibilities.
- E3.02 A TRAS Member shall be provided with the University identification card (the ONEcard).
- E3.03 A TRAS Member shall be provided with full University library privileges during the course of the appointment.
- E3.04 A TRAS Member shall be provided with a computing services ID and password during the course of the appointment.
- E3.05 A TRAS Member shall be provided with access to the University Health Centre.
- E3.06 A TRAS Member shall be provided with access to University Recreation Services.

Article E4: Delegation [Wholly Agreed]

- E4.01 The Board confirms delegation of its powers, duties and functions for the performance of its responsibilities contemplated by the terms of the Common Agreement and this Schedule E (with the power to subdelegate as set out in this Article), including responsibilities assigned to a person or committee pursuant to:
 - a) Article E1 – Appointments
 - b) Article E5 – Probation
 - c) Article E6 – Performance Review
 - d) Article E7 – Unsatisfactory Performance
 - e) Article E8 – Appeals
 - f) Article 7 – Discipline
 - g) Article E19 – Lay Off
- E4.02 The authority of any party described in Article E4 to delegate responsibilities under this Article includes the authority to revoke those delegated responsibilities and to exercise those responsibilities directly. The revocation of a delegated responsibility does not nullify decisions, order, directions or recommendations made at the time the delegation of responsibilities remained in effect.
- E4.03 A senior administrator of the University may delegate to another senior administrator of the University or to a TRAS Member any of the responsibilities assigned in the Common Agreement or this Schedule E to the senior administrator, subject to approval in writing by the administrator to whom the senior administrator reports.
- E4.04 The President of the Association may delegate any responsibility to another member of the executive of the Association or to the Executive Director of the Association.

- E4.05 All delegations of responsibility and revocations of delegation under this article shall be in writing.
- E4.06 If, in the Common Agreement or this Schedule E, a decision is to be made by the Association, the decision shall be made by the President of the Association subject to such restriction as the Association, acting in accordance with its bylaws, may determine. Any Association policy which restricts the ability of the President of the Association to act shall be communicated in writing to the Provost.

Article E5: Probation [Wholly Agreed]

- E5.01.1 Initial appointments of more than one year shall include a probationary period of 6 to 12 months. The length of the probationary term will be clearly stated in the Letter of Appointment.
- E5.01.2 The inclusion of a probationary period in the Letter of Appointment indicates an obligation on the part of the Trustholder to properly manage the TRAS Member's progress during a probationary period. In this regard, the Trustholder and the TRAS Member shall ensure they each have a clear understanding of the position expectations and standards of performance, in accordance with the Position Description. **The Position Description shall not be changed during the probationary period.**
- E5.01.3 During the probationary period the Trustholder will provide the TRAS Member with periodic assessments of the TRAS Member's performance, **normally occurring at 3-month intervals.** If termination during the probationary period is contemplated, the Trustholder will provide written documentation regarding the assessment provided.

Decision at the End of the Probationary Period

- E5.02.1 At least one month prior to the end of a TRAS Member's probationary period the Trustholder shall, in writing, offer the TRAS Member one of the following:
- a) Confirmation of the appointment;
 - b) Extension of probation for a maximum of an additional 6 months; or
 - c) Termination of the appointment.
- E5.02.2 The TRAS Member may appeal a Trustholder's decision under Article E5.02.1(c) pursuant to the provisions of Article E8.

Termination During Probation

- E5.03.1 A Trustholder may terminate the probationary appointment of a TRAS Member by giving one month's notice, in writing, of such termination. The effective date of the termination shall be one month from the date of notice, but the assignment of responsibilities may cease as of the date of notice.
- E5.03.2 The TRAS Member may appeal a Trustholder's decision under Article E5.03.1 pursuant to the provisions of Article E8.

Article E6: Performance Review

Responsibility for Review of Performance

- E6.01.1 The performance of a TRAS Member shall be reviewed in accordance with this Article E6.
- E6.01.2 Each TRAS member shall submit an annual report to the Trustholder no later than April 1 of the current year. This report will reflect the TRAS Member's performance of the position responsibilities as stated in the Position Description outlined in Article E1. The TRAS member may append additional information appropriate under the circumstances.
- E6.01.3 The Trustholder shall then:
- a) Review the annual report;
 - b) Meet with the TRAS Member to discuss the annual report;
 - c) Review performance and submit an **Increment Incrementation** recommendation to the appropriate Dean or Vice-President; and
 - d) Provide a copy of the performance review to the TRAS Member together with materials relied upon in making the decision, including a summary of any confidential information.
- E6.01.4 If the Trustholder is on leave, the review may be completed by a designate.
- E6.01.5 The performance review shall be based on the performance of the position responsibilities as stated in the written Position Description.

Opting out of the Annual Performance Review Process

- E6.01.6 Each year, a TRAS Member who has reached the Max Salary for Range pursuant to Appendix E.5 may request to opt out of the annual performance review process as follows:**
- a) the TRAS Member shall submit to their Trustholder a one-page report summarizing their accomplishments in the current year, and goals for the next year; and**
 - b) the report shall be submitted no later than February 1.**
- E6.01.7 If the Trustholder, after review of the report, decides that satisfactory performance has been established, then the opt out request shall be approved and the TRAS Member's performance shall be cited in accordance with Article E6.03 a).**
- E6.01.8 If the Trustholder, after review of the report, decides that satisfactory performance has not been established, then the TRAS member shall be notified in writing that the request for opt-out is denied and that the normal annual performance review process shall be followed. The notification shall be provided no later than March 1.**
- E6.01.9 The Trustholder's decision pursuant to Article E6.01.8 shall be final and binding.**

Trustholder's Recommendation: ~~The award of Increments~~ Incrementation

- E6.02.1 Each year, the Trustholder shall recommend to the Dean or Vice-President whether a TRAS Member should receive ~~an Increment~~ **Incrementation** based on performance in the preceding year. The recommendation shall be one of the following:
- ~~a) a single Increment;~~
 - ~~b) a multiple Increment, which may be one and one-half, double, two and one-half or triple a single Increment;~~
 - ~~c) a one-half Increment, which is one-half of a single Increment;~~

- ~~d) a partial Increment, which is an Increment that is less than a single Increment but not a one-half Increment and which will bring the salary of a TRAS Member to the salary ceiling of the present salary range for the position;~~
- ~~e) A special Increment, which is an Increment that is greater than a single Increment but not a multiple Increment, which will bring the salary of a TRAS Member to the salary ceiling of the present salary range for the position;~~
- ~~f) no Increment~~
- a) an Increment
- b) a portion of Incrementation up to 3.0, which will bring the salary of a TRAS Member to the salary maximum of the present salary range for the position;
- c) Incrementation awarded in quarter Increments ranging from 0.50 to 3.00 inclusive
- d) Zero Increment.

E6.02.2 An incrementation award of less than ~~1.0 an Increment~~ is appealable.

Trustholder's Recommendation: No Increment awarded Reasons for Zero Increment

E6.03 If a Trustholder recommends that ~~no~~ Zero Increment be awarded to a TRAS Member, the recommendation shall be cited as one of the following:

- a) ~~that maximum for category has been reached but performance is acceptable notwithstanding; that performance requirements for Incrementation have been met but the maximum for level has been reached;~~
- b) that performance requirements for **an increment Incrementation** have not been met **but performance is acceptable notwithstanding;**
- c) that performance while on authorized leave could not be properly evaluated; or
- d) that performance is unsatisfactory and unacceptable.

Pro-rated Increment Incrementation in the Year of Appointment

E6.04.1 A TRAS Member whose appointment takes effect in the period July 1 to October 1, inclusive, is eligible to receive ~~a full Increment at one of the values referred to in Article E6.02 Incrementation~~ on the next following July 1, **without proration.**

E6.04.2 A TRAS Member whose appointment takes effect in the period October 2 to June 1, inclusive, is eligible to receive **a pro-rated Increment Incrementation** on the next following July 1, **the proportion of a full Increment depending prorated** based on the number of months they will have served by July 1. A TRAS member whose appointment takes effect in the period June 2 to June 30, inclusive, will not be eligible to receive **an Increment Incrementation** on the next following July 1.

Increment Incrementation Decision

E6.05 By May 30 of each year, the results of the performance reviews shall be forwarded by the Trustholder to the appropriate Dean or Vice-President for **Increment Incrementation** decision. Prior to June 30, the Dean or Vice-President shall provide a written report to the Provost summarizing the results of the evaluation within the Faculty or Unit for the previous academic year. The report shall list the number of TRAS Members evaluated and the **Increment Incrementation** decisions.

Appeal

- E6.06 If a TRAS Member disagrees with the decision of the Trustholder to award less than a full Increment, the TRAS Member may appeal the decision pursuant to the provisions of Article E8.

Article E7: Unsatisfactory and Unacceptable Performance

First Awarding of **No Zero** Increment

- E7.01.1 If the TRAS Member has received **No Zero** Increment due to unsatisfactory and unacceptable performance, the Trustholder must consult with Human Resource Services.
- E7.01.2 A TRAS Member who has a Renewable Term Appointment and who receives an assessment of unsatisfactory and unacceptable performance shall be converted to a Fixed-Term Appointment.
- E7.01.3 Within 10 days following the awarding of **No Zero** Increment or the decision of an appeal under Article E8 confirming **No Zero** Increment, a meeting will be held with the Trustholder, the TRAS Member, Human Resource Services, and a representative of the Association.
- E7.01.4 The purpose of the meeting shall be to make a plan for improvements that the TRAS Member must make to his/her performance in order to reach a level of satisfactory performance the following year.
- E7.01.5 Quarterly meetings will be held between the Trustholder and the TRAS Member to discuss the TRAS Member's progress. A report of these meetings will be forwarded by the Trustholder to the TRAS Member, Human Resource Services, and the Association.
- E7.01.6 A Renewable Term Appointment may be re-established in consultation with Human Resource Services, if after the meetings described in Articles E7.01.3 - E7.01.5 performance is deemed to be satisfactory by the Trustholder.

Second Awarding of **No Zero** Increment

- E7.02.1 Should the TRAS Member receive **No 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 shall be filed with Human Resource Services within 20 days of the notification of the awarding of **No 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 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) Not approve the recommendation of the Trustholder; or
- b) Penalize the TRAS Member which 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, or

E7.02.8 Any decision to penalize the TRAS Member is subject to appeal in accordance with the grievance procedure established in Article 14.

Article E8: Appeals

Definitions

E8.01 In this Article E8:

- a) "Advisor" means the person who will assist the Appellant or the Respondent at the hearing of the appeal. The Appellant or Respondent shall not have their own legal counsel at the hearing;
- b) "Appellant" means the Staff Member who has appealed;
- c) "Chair" means the Chair of the Academic Trust Appeals Committee; and
- d) "Respondent" means the Trustholder whose decision is being appealed.

Academic Trust Appeals Committee Membership

E8.02 Appeals under this Article E8 shall be heard by a committee to be known as Academic Trust Appeals Committee (ATAC), the membership of which shall be:

- a) One person named by the Trustholder;
- b) One person named by the Staff Member; and
- c) One person, who shall chair ATAC, named by the Provost and the President of the Association.

Right to Appeal

E8.03.1 A Staff Member may appeal the following matters in accordance with the provisions of this Article E8:

- a) A dispute with regard to reappointment (Article E1);
- b) A dispute with regard to position responsibilities (Article E2);
- c) The failure of a Staff Member to be offered an appointment upon the expiry of the probationary appointment (Article E5.02.1);
- d) The termination of a Staff Member's appointment during the probationary period (Article E5.03.1); and
- e) The awarding of less than **a—single an** Increment (Article E6 excluding situations described under Article E6.02 (d)).

E8.03.2 If a Staff Member disagrees with a decision of the Trustholder on a matter covered by Article E8.03.1, the Staff Member may request a review of the decision:

- a) The Staff Member shall notify the Association that they wish to review the decision within 10 days of receipt of the written decision from the Trustholder.

- b) The Association shall notify Human Resource Services and the Trustholder.
- c) The Association and Human Resource Services shall convene a meeting of the Trustholder, the Staff Member, a representative from the Association and a representative of Human Resource Services to review the decision. This meeting will be convened within 10 days of notification being given to Human Resource Services.
- d) Following the meeting, the Trustholder may confirm the previous decision or alter the decision. The decision of the Trustholder will be provided in writing to all parties (the Staff Member, the Association, Human Resource Services) within 10 days of the meeting.

Pre-hearing procedures

- E8.04.1 Within 20 days of the date the decision under E8.03.2 (d) which is being appealed is received by the Appellant, the Appellant may commence an appeal; the Appellant shall file with Human Resource Services and with the Respondent a notice of appeal and detailed written statement which shall include:
- a) The basis on which the appeal is lodged, including a statement of the grounds on which the decision is considered to be inappropriate;
 - b) The decision which the Appellant requests ATAC to make; such decision is to be consistent with the powers of ATAC as set out in Article E8.07.3;
 - c) A list of those persons whom the Appellant wishes to appear before the ATAC as witnesses;
 - d) The name of any Advisor who will accompany the Appellant at the ATAC hearing; and
 - e) Such other material as the Appellant considers to be relevant that was not submitted in the proceedings leading to the decision recognizing that ATAC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the Appellant could have presented the material to the Trustholder making the decision.
- E8.04.2 As soon as possible after the receipt of notification to Human Resource Services, the members of ATAC shall be named by the parties.
- E8.04.3 Within 15 days of the date the material forwarded under Article E8.04.1 is received by the Respondent, the Respondent shall file with Human Resource Services, with a copy to the Appellant, a detailed written statement which shall include:
- a) A statement in reply to the statement and materials submitted by the Appellant under Article E8.04.1;
 - b) A copy of all written material relating to the Appellant which was used in reaching the decision being appealed;
 - c) A list of those persons whom the Respondent wishes to appear before ATAC as witnesses;
 - d) The name of any Advisor who will accompany the Respondent at ATAC hearing;
 - e) Such other material as the Respondent considers to be relevant recognizing that ATAC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the party seeking to adduce the evidence could have used it in reaching a decision.
- E8.04.4 Notwithstanding the time limits set out in Articles E8.04.1 and E8.04.3, the Chair, on the application of the Appellant or the Respondent, may extend in writing any of the said time limits where the Chair is of the opinion that the application for an extension has a reasonable ground for requesting such extension. The decision of the Chair may be made without a hearing and shall be final and binding.

E8.04.5 The Chair shall determine the time and place for a hearing of the appeal; such hearing is to be held within a reasonable time after all materials have been filed pursuant to Articles E8.04.1 and E8.04.3, but no earlier than 6 weeks after filing of the notice of appeal.

E8.04.6 The Chair shall give at least 10 days written notice of the hearing to the Appellant and the Respondent.

Hearing Procedures

E8.05.1 ATAC shall hold a hearing on the appointed date, time and place, and such hearing shall be restricted by ATAC, Appellant, Respondent and Advisors and such resource personnel as ATAC determines.

E8.05.2 ATAC may accept any oral or written evidence that it, in its discretion, considers proper, whether admissible in a court of law or not.

E8.05.3 ATAC has the right to request additional material and to call and compel attendance of further witnesses.

E8.05.4 ATAC is not bound by rules of evidence or procedures applicable to courts of law.

E8.05.5 Both the Appellant and the Respondent have the right to call and question witnesses, to question one another and to present oral arguments.

E8.05.6 It shall be the responsibility of the Appellant and Respondent to secure the attendance of the witnesses to be called by each.

E8.05.7 The onus of proof, which shall be on the balance of probability, shall be on the Appellant.

E8.05.8 Procedural rulings shall be made by the Chair but are the subject to reversal by majority vote of ATAC.

Post-hearing Procedures

E8.06.1 The decision of ATAC shall be set out in a written statement by the Chair, with reasons, and a copy thereof shall be sent to the Appellant and to the Respondent, Human Resource Services and the Association within two weeks of the conclusion of the hearing.

E8.06.2 The decision of ATAC shall be final and binding.

Jurisdiction of ATAC

E8.07.1 ATAC shall:

- a) Allow the appeal if it finds the decision to have been inappropriate based on the evidence before it; or
- b) Dismiss the appeal.

E8.07.2 If ATAC finds that there has been non-compliance with the procedures of this Agreement in the proceedings it may, nevertheless, dismiss the appeal if it finds the decision to be appropriate.

E8.07.3 Where ATAC allows the appeal, it may:

- a) Award a reappointment;
- b) Confirm position responsibilities;

- c) Award an appointment upon expiry of the probationary appointment;
- d) Allow completion of the probationary period; ~~or~~
- e) Award ~~an Increment which is~~ greater **Incrementation**; this shall be one of: **an Increment**; a half Increment, **a three quarter Increment**; a partial Increment or ~~a single Increment an alternative citation of Zero Increment (under Article E6.03).~~

Article E9: Salaries and Benefits

Salaries

E9.01 The salary scale for TRAS Members is set out in Appendix E.5.

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.
- E9.02.3 Notwithstanding Article E9.02.2, if a TRAS Member has concurrent, multiple part-time academic research/trust appointments which together constitute a full-time equivalent, the Member TRAS may be eligible for benefits. It is incumbent upon the TRAS Member to inform his/her home Department of any academic employment that would affect the TRAS Member's eligibility for benefits, the cost for which would be pro-rated across Departments.
- E9.02.4 Notwithstanding Article E9.02.2, a TRAS Member who has full-time consecutive appointments with no break between them and where the total length of such full-time appointments satisfies the requirements of Article E9.02.1, is eligible for benefits under the applicable benefit programs.
- E9.02.5 Where Article E9.02.4 applies, the date for eligibility for the extended benefits is the effective date of the subsequent appointment and the premiums paid shall be in accordance with Article E9.02.1, depending on the total length of full-time appointments.
- E9.02.6 Notwithstanding Article E9.02.2, in lieu of participation in the benefit programs, the Board shall pay to a TRAS Member an amount equal to 3% of salary.

Universities Academic Pension Plan (UAPP)

E9.03 TRAS Members shall participate in the Universities Academic Pension Plan (UAPP).

Vacation

- E9.04.1 Each full-time TRAS Member whose term of appointment is for 12 months or longer shall be entitled to an annual vacation of 22 days.
- E9.04.2 Each part-time TRAS Member whose term of appointment is for 12 months or longer shall be entitled to a pro-rated annual vacation.
- E9.04.3 Each TRAS Member whose appointment is for less than 12 months shall receive pay in lieu of vacation equal to 4% of salary payable.
- E9.04.4 Unused vacation time may not be carried forward from year to year without the advance written consent of the Appointing Officer.

E9.04.5 The time of vacation shall be approved by the Trustholder. Disputes concerning vacation time shall be referred to the Appointing Officer and the decision of the Appointing Officer shall be final and binding.

E9.04.6 Salary in lieu of vacation shall not be paid to TRAS Members except as indicated in Article E9.04.3 or in the event that a TRAS Member resigns, retires or is transferred to a new position.

Article E10: Lay-Off [Wholly Agreed]

Definitions

E10.01 For the purpose of this Article E10, a lay-off (i.e. termination of employment prior to the end date of the appointment) may result if:

- a) The position is no longer required; or
- b) The responsibilities of the position, or the qualifications required, have changed sufficiently that the TRAS Member no longer has the qualifications required to carry out the responsibilities; or
- c) There has been an adverse material change in the level of funding.

Procedures

E10.02.1 A recommendation that a TRAS Member be laid-off shall be made by the Trustholder who shall provide a copy of the recommendation statement to the TRAS Member, to Human Resource Services and to the Association and who shall offer to meet with the Staff Member to discuss the recommendation. Both the TRAS Member and the Trustholder may be accompanied by an advisor at such a meeting. The Trustholder shall then forward the recommendation to the Appointing Officer unless, as a result of the meeting with the TRAS Member, the Trustholder decides not to proceed with the recommendation.

E10.02.2 Upon receipt of a recommendation under Article E10.02.1, Human Resource Services shall consult with the Association and shall offer to meet with a representative of the Association to consider the recommendation.

E10.02.3 Human Resource Services shall offer to meet with the TRAS, the Trustholder and a representative of the Association and explore with them the options of:

- a) Reassignment; or
- b) Laying off of the TRAS Member.

E10.02.4 Upon completion of the consultation, meetings and exploration of options, Human Resource Services and the Trustholder shall meet and shall make one of the following decisions:

- a) To reject the recommendation for lay-off and confirm the TRAS Member in the TRAS Member's present position; or
- b) To transfer the TRAS Member to another position at the University; or
- c) To lay off the TRAS Member.

E10.02.5 The Appointing Officer shall inform the TRAS Member of the decision in writing with copies to the Association and Human Resource Services.

E10.02.6 Layoff under this Article E10 shall not be considered nor presented as dismissal for cause.

Notice and Pay-in-lieu of Notice

- E10.03.1 A **full-time** TRAS Member with a Fixed-Term Appointment laid-off during the term of their Appointment (i.e.: not at the normal end date) will receive at least one month's formal notice of layoff and will be entitled to pay-in-lieu of notice in the amount of two months' salary.
- E10.03.2 A **full-time** TRAS Member with a Renewable Term Appointment who will be laid-off will receive 3 months' notice of layoff and will receive an additional one month's pay-in-lieu of notice for each year of **employment service** at the University of Alberta, to a maximum payment of 9 months' salary. **Pay-in-lieu of notice shall be pro-rated for partial years of service based on completed months.**
- E10.03.3 A **full-time** TRAS Member with multiple Fixed-Term Appointments which cumulatively exceed 6 continuous years with no breaks in service and who will be laid-off during the term of their Appointment (i.e. not at the normal end date) will receive 3 months' notice of layoff and will receive an additional one month's pay-in-lieu of notice for each year of **employment service** at the University of Alberta, to a maximum payment of 9 months' salary. **Pay-in-lieu of notice shall be pro-rated for partial years of service based on completed months.**
- E10.03.4 A TRAS Member with a Career Appointment is subject to termination, with one year's notice. If the funding source allows it, instead of the one year's notice, the TRAS Member and the Trustholder may mutually agree that the TRAS Member who will be laid off will receive 3 months' notice of layoff and will receive an additional one month's pay-in-lieu of notice for each year of **employment service** at the University of Alberta, to a maximum payment of 9 months' salary. **Pay-in-lieu of notice shall be pro-rated for partial years of service based on completed months.**
- E10.03.5 ~~Part-time TRAS Members who are laid-off will be dealt with fairly on a case-by-case basis.~~
- E10.03.6 During the notice period, the TRAS Member shall perform such duties as may be assigned or be placed on leave with full pay or be required to take any accumulated vacation, or a combination of these options; after discussion with the TRAS Member, the Trustholder shall decide which of these options shall apply.
- E10.03.7 Pay-in-lieu of notice shall normally be paid in a lump sum.
- E10.03.8 If a TRAS Member, subsequent to receipt of a lump sum pay-in-lieu of notice, is re-employed elsewhere at the University within his /her notice or pay-in-lieu of notice period, the TRAS Member will be required to repay the portion of the pay-in-lieu of notice received for the overlapping months (e.g. a TRAS Member receives 9 months' pay-in-lieu of notice and after 3 months is re-employed with the University. The TRAS Member will be required to repay 6 months of the original pay-in-lieu of notice).
- ~~E10.03.9 The University shall provide employment counselling services to laid-off TRAS Member through the University's Employee and Family Assistance program during the notice period.~~

Recall

- E10.04 Should a position from which a TRAS Member has been laid-off be reinstated or a position with substantially the same duties as that position be established in the same unit within 12 months of the date on which the previous incumbent was laid-off, the department shall contact

the TRAS Member regarding the position. It is the TRAS Member's responsibility to ensure they keep the department up-to-date with contact information.

[Wholly Agreed]
Appendix E.1: Letter of Appointment

[Office Name]



[enter date]

Dear [Name]:

I am pleased to offer you a formal appointment to the trust/research academic staff of the University of Alberta in accordance with the terms set forth below. Your employment will be governed by the Collective Agreement, including Schedule E for Trust/Research Academic Staff (TRAS), which can be found at <https://www.ualberta.ca/faculty-and-staff/my-employment/collective-agreements-and-handbooks>. The Collective Agreement may be amended in accordance with its terms and such amendments are binding upon you. As a TRAS member, it is understood that employment for the period listed below is conditional upon the availability of research and/or external funding.

The specific terms of the appointment offer are:

1. Working Title:
2. Department:
3. Faculty:
4. Period of appointment: _____ to _____
5. Probationary Period: _____ to _____
6. Appointment type: _____ [fixed/renewable/career status - refer to tip sheet]
7. Full-time/Part-time: _____ FTE
8. Salary: \$ _____ per annum
9. Salary Level/Range: _____ [refer to position evaluation]
10. Job Family (check one and attach position description and evaluation):
 - Teaching/Research Academic
 - Research Academic (indicate position title: Trust Professional, Research Associate, or Other: _____)
 - Trust Administrator
 - Library/Information Professional
11. Special conditions (specify):
12. You may be eligible for a removal grant of \$ _____ in accordance with Article E1.05 of the Agreement.

The return of one signed original copy of this letter to the undersigned will constitute your acceptance of this offer of appointment on the terms hereof.

This appointment is expressly contingent on your continuing eligibility for employment in Canada and upon the University receiving confirmation, if required by the appropriate federal government department or upon request by the University, of your continuing eligibility for employment in Canada. Loss of your eligibility for employment in Canada or a failure to provide confirmation of your eligibility for employment in Canada (i.e. work permit and/or permanent or temporary residence visa) will render the appointment null and void.

All personal information collected by the University of Alberta for the purpose of employment shall be collected under the authority of Section 33c of the Alberta Freedom of Information and Protection of Privacy Act (FOIPP) and will be protected under Part 2 of that Act. Certain information will be made available to federal and provincial departments and agencies under appropriate legislative authority. For further information regarding the collection and use of the personal information, contact *Human Resource Services, 2-60 University Terrace, University of Alberta. Phone: 492-4555.*

THIS FORM CONSTITUTES THE ENTIRE CONTRACT OF APPOINTMENT BETWEEN THE APPOINTEE AND THE UNIVERSITY AND NO OTHER WRITTEN OR ORAL CONDITION, QUALIFICATION OR AGREEMENT EXISTS OR IS INCLUDED HEREIN BY REFERENCE HERETO EXCEPT AS HEREINBEFORE SET FORTH.

Yours sincerely,

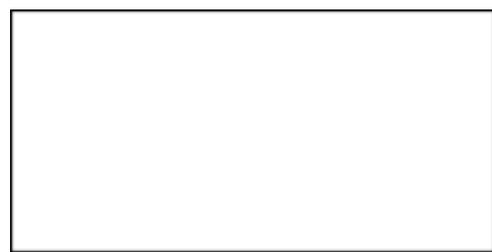
Chair/Dean]

[Name of Trustholder/Director] [Name of

[Department/Institute] [Department/Faculty]

Received by University

ACCEPTANCE



I hereby acknowledge receipt of the original hereof and

forth.

Appointment referred to and the terms and conditions set

Dated at _____

(City)

This _____ day of _____, _____

(Day)

(Month)

(Year)

Signature

Appendix E.2: Position Description
[Wholly Agreed]

Faculty/Portfolio	Academic Unit	
Title (e.g. Research Associate, Research Scientist, Trust Professional, Project Manager, Director, Biostatistician)		
Job Family (check one)		
<input type="checkbox"/> Research Academic <input type="checkbox"/> Trust Administrator <input type="checkbox"/> Library/Information Professional		
Date Completed	Name of Incumbent (if known)	
POSITION SUMMARY		
Describe the major roles and responsibilities of the position		
KNOWLEDGE, SKILLS AND ABILITIES		
Describe the minimum level of education, experience and skills required for the position		
SCOPE (check one) – determines salary range A, B, or C		
<input type="checkbox"/> Development Level – position does not require the full level of related experience, knowledge, skills and abilities typically associated with this level of work (as described by the appropriate benchmark).		
<input type="checkbox"/> Working Level – position requires a typical level of relevant experience in the area for this level of work. The work requires a level of knowledge, skills and competencies commensurate with the duties described above and the appropriate benchmark.		
<input type="checkbox"/> Senior Level – position requires an expert in the field with experience, skills, knowledge and competencies beyond those typically required by the level of work described by the appropriate benchmark.		
ORGANIZATIONAL CHART (attach or describe below)		
The signatures below indicate that all signers have read and discussed the information in this position description.		
_____	_____	_____
Name of Incumbent (if known)	Signature	Date
_____	_____	_____
Name of Trustholder	Signature	Date
_____	_____	_____
Name of Chair, Dean or Vice-President	Signature	Date

Appendix E.3: Scope of the Agreement [Wholly Agreed]

The source of funding under a trust academic job family shall be University restricted funds (e.g. grants, fellowships, directed funding, contingent funding, endowments) and which fall into one of the following academic job families under this Appendix and Article E1.01.2:

- **Research Academic Family:** A Research Academic is a full-time or part-time Staff Member whose duties are to carry out or support high-level, complex, research projects in collaboration with faculty members and other researchers. Duties may include research design, methodology determination, analysis and/or other activities that facilitate the work of the trust unit. Duties may include all phases of data collection and analysis (e.g. clinical trials, test and questionnaire design) and could include such activities as the preparation of proposals for new research activities, the presentation of research findings and/or the preparation of reports and papers. A "Research Scientist" or a "Research Associate" will normally hold a doctoral degree or have equivalent qualifications and experience. A "Trust Professional" shall normally hold a Master's or professional level degree in a required discipline and hold positions such as speech language pathologist, kindergarten teacher, engineer, and statistician.
- **Trust Administrator Family:** A Trust Administrator is a full-time or part-time Staff Member whose duties are to provide leadership, strategic advice and direction; and is accountable for planning, negotiating, problem solving, risk assessment and prevention, and operational oversight of resources. These positions may include some research responsibilities. Staff Members, in this job family, hold positions which range from Project Manager to trust unit Director. A Trust Administrator shall normally require an academic degree or professional designation.
- **Library/Information Professional Family:** A Library/Information Professional is a full-time or part-time Staff Member who has a degree from an accredited graduate program in library and/or information studies, or an equivalent program, and holds a position outside of the Librarians' Agreement. These positions will meet the minimum qualifications required for a Librarian position within the University of Alberta Library system.

Appendix E.4: Copyright Regulations (2016) [Wholly Agreed]

1. Ownership

- 1.1 Pursuant to 11.02, a Staff Member who creates a Work resulting from or connected with the Staff Member's duties or employment owns copyright in the Work. However, the University owns or has an interest in Works as provided in paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, 3.1, 5.1, and 5.2 of this Appendix E.4.
- 1.2 For the purposes of this Appendix E.4 and Article 11, "Work" or "Works" means anything in which copyright subsists pursuant to the *Copyright Act* (Canada), whether published or unpublished. For greater certainty, Work includes: architectural works, artistic works, choreographic works, cinematographic works, collective works, dramatic works, literary works, musical works, compilations, performers' performances, sound recordings and communication signals, all as defined in the *Copyright Act* (Canada).
- 1.3 A creator has moral rights in a Work, as provided under the *Copyright Act*. The Parties endorse and support the creator's right to manage those moral rights.
- 1.4 If a Staff Member creates a Work
 - (a) in the course of performing administrative or management duties or activities for the University, a Department, or a Faculty, including all units therein associated (e.g., Centres and Institutes); or
 - (b) for the purposes of a committee or group of a Department, Faculty, or the University;then the University owns copyright in the Work.
- 1.5 If a Staff Member creates a Work pursuant to a written agreement between the Staff Member and the University, that agreement shall address the University's arrangement with the Staff Member regarding ownership or other interest in that Work.
- 1.6 If a Staff Member creates a Work under a sponsored research funding agreement with a third party funder, copyright ownership and licensing are governed by the terms of the sponsored research funding agreement. Because the University shall enter into the sponsored research funding agreement with the sponsor, the University has the right to obtain from the Staff Member an assignment or licence of the copyright as necessary to fulfill its obligations to the sponsor under the sponsored research funding agreement. However, the Staff Member cannot unilaterally assign or licence Works that are not wholly owned or created by that Staff Member.
- 1.7 If a Staff Member creates a Work under any other agreement between the University and a third party, including but not limited to a secondment agreement or facility access agreement, copyright ownership and licensing are governed by the terms of the agreement between the University and the third party. To avoid any need for the Staff Member personally to transfer or agree to transfer rights relating to the Work to the third party (which may entail the personal liability of the Staff Member), the University has the right to obtain from the Staff Member an assignment or licence of the copyright as necessary to fulfill its obligations to the third party under the agreement. However, the Staff Member cannot unilaterally assign or licence Works that are not wholly owned or created by that Staff Member.

2. University Licence

General Principles

- 2.1 Subject to paragraphs 2.2 to 2.10 inclusive, the University is and shall be entitled to an immediate, non-exclusive, royalty-free, non-transferable, irrevocable licence to use any Work created or produced by a Staff Member that results from or is connected with the Staff Member's duties or employment, for all purposes within the University's approved mandate pursuant to the *Post-Secondary Learning Act (Alberta)*.
- 2.2 The purposes referred to in paragraph 2.1 include, but are not be limited to, unit accreditation, unit or University marketing, and any not-for-profit activity.
- 2.3 The licence contemplated by paragraph 2.1 does not apply if, as a result of reasonable academic or pedagogical publishing practice, a Staff Member must assign copyright to a Work to a third party as a condition of publication. In such a case, the Staff Member shall make best efforts to cause the third party to provide a licence to the University in relation to the Work, such licence containing terms that are analogous to those described in paragraph 2.1.
- 2.4 The licence contemplated by paragraph 2.1 does not preclude a Staff Member from agreeing with the University to grant any additional licence or other rights in and to a Work to the University.
- 2.5 A Staff Member, reasonably believing that their Work is unsatisfactory for a proposed use due to outdated, incompleteness, negative impact on the professional reputation of the Staff Member, or other academic grounds, may amend the Work or require that its use be withheld.

Limited Exception – Works Created to Fulfill Assigned Course Responsibilities

- 2.6 Except in the cases described in paragraphs 2.7 to 2.10 inclusive, the licence contemplated by paragraph 2.1 does not apply to any Work created by a Staff Member to fulfill assigned course responsibilities under Articles E2.01.1, E2.01.3 and E2.01.5.
- 2.7 The licence contemplated by paragraph 2.1 includes those elements of a course outline that set out the information required by General Faculties Council policy, as described in the University Calendar.
- 2.8 If a Staff Member is unable or unavailable to deliver all or part of a course duly assigned to that Staff Member, the University may use the Work described in paragraph 2.6 to complete the delivery of the course. Such a licence will not be irrevocable, but instead will be for the duration of the course in that academic year.
- 2.9 The University may use a Work described in paragraph 2.6 for the purposes of unit accreditation, in connection with transfer credit determinations or as the University may be required to meet its obligations to students.
- 2.10 If a Staff Member is assigned course responsibilities under Article E2.01.3 that entail the preparation of course materials for use in multiple courses or courses taught in multiple sections, the licence contemplated by paragraph 2.1 applies to those materials and it shall not be an interference in the creator's moral rights for the University to modify the course materials as required for the purpose of keeping them current.

3. Computer Programs and the University Patent Policy

3.1 In addition to this Appendix E.4, the University Patent Policy shall apply to a computer program that is patentable intellectual property.

4. Conflict of Interest and Conflict of Commitment

4.1 The University has an interest in ensuring that Works created by its own Staff Members are not used to compete with or undermine the University's educational mission or activities. Therefore, a Staff Member's creation and use of Works in which the Staff Member owns copyright remain subject to the University's conflict of interest and conflict of commitment policies.

5. Collaborative Works

5.1 Works created collaboratively by students, staff, faculty and/or others present special challenges with regard to copyright. Such works may be owned in whole or in part by the University, or the University may have rights in and to those Works if they fall within one of the categories described in paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, or 3.1 of this Appendix E.4.

5.2 Subject to paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, or 3.1 of this Appendix E.4, if a Work is created by a Staff Member and one or more other individuals governed by University collective agreements, policies, and procedures, as between the University and that Staff Member and the individual or individuals, each person's rights and obligations relating to the Work shall be determined by the applicable University collective agreements, policies, and procedures. In the case of some collaborative Works, especially those involving members of different categories of persons within the University community, the parties involved may decide to assign copyright to the University in order to coordinate distribution, use, and (when appropriate) revenue sharing.

5.3 If a Work is created by a Staff Member and an individual or individuals who are not subject to University collective agreements, policies, and procedures, ownership of copyright will be decided in accordance with:

- (a) a written agreement between that Staff Member and that individual or those individuals;
- (b) a written agreement between the University and another organization; or
- (c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix will apply to any interest held by the Staff Member, with the necessary changes.

6. Guidelines

6.1 The University may publish guidelines, recommendations, and explanatory notes which shall not form part of this Appendix, to assist Staff Members and others to structure collaborations in ways that maximize certainty and minimize conflicts respecting interests in Works, and to assist in the application or use of this Appendix E.4.

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

Full-time Trust/Research Academic Staff

~~July 1, 2018 to June 30, 2020~~

Effective July 1, 2020 to and including March 31, 2023

Level	Increment Value	Min Salary for all Ranges	Max Salary for Range A	Max Salary for Range B	Max Salary for Range C
1	\$1,820	\$58,210	\$65,490	\$72,770	\$80,050
2	\$2,317	\$74,084	\$83,352	\$92,620	\$101,888
3	\$2,646	\$84,669	\$95,253	\$105,837	\$116,421
4	\$3,142	\$100,543	\$113,111	\$125,679	\$138,247
5	\$3,904	\$124,893	\$140,509	\$156,125	\$171,741

Located on the Human Resource Services website:

<https://cloudfront.ualberta.ca/-/media/hrs/pay-and-tax-information/salary-scales/trust-2020-2024.pdf>

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

Full-time Trust/Research Academic Staff

Effective April 1, 2023 to and including November 30, 2023

schedule to be included

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

Full-time Trust/Research Academic Staff

Effective December 1, 2023 to and including June 30, 2024

schedule to be included

Appendix E.6: Definitions [Wholly Agreed]

1. ~~“Department Chair” means the chair of a Department. Responsibilities assigned herein to a Department Chair shall be the responsibility of the Dean in Faculties in which there are no departments.~~
1. ~~“Acting” when referring to an officer of the University (President, Vice-President, Dean, Department Chair or other officer) means a person designated to act for the officer during the officer’s absence; the person who is acting shall have the same authority and responsibility during the appointment as the officer has under the terms of this Agreement.~~

Schedule F

ADMINISTRATIVE AND PROFESSIONAL OFFICER

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[To be amended pending final agreement]

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Article F1: Appointments [Wholly Agreed]

- F1.01.1 "Administrative and Professional Officer" (or "APO Member") means a person who has been appointed under this Schedule F in which the APO Member has been or may be granted a continuing position and is a manager or other professional who provides leadership, strategic advice and direction in the organization; and is accountable for planning, negotiating, problem solving, risk assessment and prevention, and/or operational oversight of resources. An APO Member shall normally require an academic degree; professional designation or equivalent related experience.
- F1.01.2 The appointment of an APO Member shall be made by the Vice-President.
- F1.01.3 A letter of appointment, following the example in Appendix F.1, duly executed by the Vice-President and the APO Member, shall confirm the appointment of an APO Member.
- F1.01.4 The appointment of an APO Member shall commence on the date set in the duly executed letter of appointment.

Special Conditions

- F1.02.1 The Provost may appoint an APO Member with special conditions which are at variance with the terms of this Agreement provided:
- a) the variations are in writing and are included in or appended to the letter of appointment; and
 - b) the variations have been approved in writing by the Provost after consultation with the President of the Association and prior to the offer being made.
- F1.02.2 The Provost may approve special conditions which are at variance with the terms of this Agreement and which are agreed to subsequent to the original appointment of an APO Member provided:
- a) the variations have been recommended by a Supervisor and are approved in writing by the APO Member **and the President of the Association. ;and**
 - ~~b) —the Provost has consulted with the President of the Association prior to approval.~~

Effective Dates

- F1.03 An appointment may be made at any time.

Relocation

- F1.04.1 An APO Member, upon initial appointment, may be eligible for the reimbursement of specific relocation expenses necessarily and reasonably incurred in the initial move to work at a University of Alberta campus. Regulations governing relocation shall be established from time to time by the Board after consultation with the Association.
- F1.04.2 An APO Member who voluntarily leaves the service of the University before rendering two years' service shall be required to refund a portion of any relocation expenses paid in accordance with Article F1.04.1.
- F1.04.3 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 APO Member

is appointed to a Continuing Appointment t (i.e., no probationary period), one year's service shall discharge the obligation to the University; if such an APO Member leaves the University prior to having served one year, the obligation shall be reduced proportionally with each month served.

Temporary Excluded appointment

F1.05 An APO Member who takes a temporary excluded appointment may return to their APO position, if it still exists, at the end of that appointment. If a decision is made regarding the position resulting in the reassignment of duties or layoff, the provisions of Article F10 shall apply at the time of the decision.

Article F2: Establishment and Evaluation of Positions [WHOLLY Agreed]

Provost Responsibility

F2.01 The Provost 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 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.

F2.02.2 Terms for the members of PEPP, excluding the Chair, shall be limited to a maximum of two three-year terms and shall be overlapping to provide for continuity of experience.

F2.02.3 The responsibilities of PEPP shall be to:

- a) review and approve benchmarks;
- b) at any point, request a position's evaluation be reviewed;
- c) review and approve position evaluation resource materials such as manuals on writing position descriptions;
- d) review and approve the position evaluation procedures; and

- e) provide guidance in the application of the University's APO Position Evaluation Plan (Appendix F.4).

Position Description

- F2.03.1 A formal position description shall form the basis for the establishment and evaluation of a position. The Supervisor shall approve the position description in writing. If there is an incumbent in the position when a position description is prepared or amended, the incumbent shall be consulted in its preparation and shall acknowledge in writing such consultation.
- F2.03.2 Position descriptions and their associated evaluation points shall be available to the Association, or to an APO Member upon request with reasonable notice. The Employer shall designate a person to act as custodian of position descriptions for this purpose.
- F2.03.3 A position description should be reviewed by the Supervisor every 5 years. The position description must be reviewed when the position is vacated prior to it being refilled. If significant changes have occurred and are not reflected in the current position description, a new position description should be completed in accordance with Article F2.03.1 and submitted for evaluation.

Position Evaluation Process

- F2.04.1 A position description shall be evaluated by the Administration upon:
 - a) the request of the incumbent APO Member; or
 - b) the request of the Supervisor, Dean, or Vice-President; or
 - c) the request of PEPP; or
 - d) the request of the Vice-Provost and Associate Vice-President (Human Resources).
- F2.04.2 Upon evaluation, the evaluation points for the position may increase, decrease or stay the same.
- F2.04.3 If the evaluation of a position results in a decrease in evaluation points, the salary range shall nevertheless remain at the pre-evaluation level so long as the incumbent APO Member continues to hold that position. As soon as the incumbent APO Member leaves the position, the evaluation and salary range shall be revised to the lower level.
- F2.04.4 If the evaluation of a position results in an increase in evaluation points, the new evaluation and salary shall apply to an incumbent APO Member. The effective date shall be the date a revised position description was approved by the Vice-President unless circumstances justify an alternative date.
- F2.04.5 If the present salary of the incumbent APO Member, who is affected by Article F2.04.4, is below the minimum salary of the revised salary range, the salary of the incumbent APO Member shall be increased to the minimum salary of the range. An increase beyond the minimum of the range may be offered by the Vice-President.
- F2.04.6 If the present salary of the incumbent APO Member who is affected by Article F2.04.4 is within the revised salary range, the Vice-President may approve an increase in salary.
- F2.04.7 All decisions made in accordance with Articles F2.04.1-F2.04.6, shall be reported in writing to the incumbent APO Member, if any, and to the Supervisor.

Appealing a Position Evaluation Decision

- F2.05.1 An APO Member (an "Appellant") who serves notice of the intention to appeal the position evaluation decision of the Provost must do so within 20 days from the date of receipt of their most recent position evaluation.
- F2.05.2 Appeals of position evaluation decisions shall be submitted in writing, with the rationale for the appeal, to the Vice-Provost and Associate Vice-President (Human Resources) with a copy forwarded to the Appellant's Vice-President. Appeals may relate to:
- a) the position failing to be established as an APO position through the position evaluation process, and/or
 - b) the evaluation points assigned to the position.
- F2.05.3 An appeal shall be heard within 60 days of the receipt of the appeal request.

Position Evaluation Appeal Committee (PEAC)

- F2.06.1 The PEAC shall be appointed from a roster which is comprised of:
- a) 5 members appointed by the Provost and agreed to by the Association;
 - b) 5 members appointed by the Association and agreed to by the Provost.
- F2.06.2 Members of PEAC will normally have served on or are currently serving on PEPP.
- F2.06.3 The PEAC will be comprised of 3 members appointed by the Vice-Provost and Associate Vice-President (Human Resources) as follows:
- a) one member appointed from PEPP to act as Chair (Article F2.02.1);
 - b) one member appointed from the roster of Provost appointments (Article F2.06.1 (a));
 - c) one member appointed from the roster of Association appointments (Article F2.06.1 (b)).
- F2.06.4 Upon the selection of the members of PEAC (Article F2.06.3), the Vice-Provost and Associate Vice-President (Human Resources) shall notify the Appellant of the names of each member. Within 5 days of receiving notice of the names of the PEAC members, the Appellant may lodge a written challenge with the Vice-Provost and Associate Vice-President (Human Resources). Challenges must be in writing, must be made on the grounds that the proposed Chair or panel member(s) may have a bias that would prevent a fair process, and must state the basis upon which the Appellant contends that a bias exists. The Vice-Provost and Associate Vice-President (Human Resources) shall make a ruling. If the challenge is upheld, the PEAC member(s) will be replaced with other member(s) appointed by the Vice-Provost and Associate Vice-President (Human Resources). If the challenge is not upheld, the PEAC review will proceed with the existing members. The decision of the Vice-Provost and Associate Vice-President (Human Resources) shall be final and binding in this regard.
- F2.06.5 The PEAC shall be empowered to review:
- a) the rationale for a position failing to be established as an APO position through the position evaluation process and/or
 - b) the evaluation points assigned to the position through the position evaluation process.
- F2.06.6 The PEAC shall be empowered to make the following decisions based on appeals conducted under Article F2.06.5 (a):
- a) the position **does** meet the established criteria of an APO position and should therefore be referred to the Vice-Provost and Associate Vice-President (Human Resources) for establishment as an APO position and position evaluation.

b) The position **does not** meet the established criteria of an APO position.

F2.06.7 The PEAC shall be empowered to make the following decisions based on appeals conducted under Article F2.06.5 (b):

- a) The evaluation points assigned to the position during the evaluation process were too low and should be referred to the Vice-Provost and Associate Vice-President (Human Resources) for re-evaluation at a higher level.
- b) The evaluation points assigned to the position during the evaluation process were assessed at the correct level.
- c) The evaluation points assigned to the position during the evaluation process were too high and should be referred to the Vice-Provost and Associate Vice-President (Human Resources) for re-evaluation at a lower level.

The Position Evaluation Appeal Process

F2.07.1 When the PEAC considers the position evaluation appeal, the Appellant, the Supervisor, and the Vice-Provost and Associate Vice-President (Human Resources) shall be invited to submit documents and to make personal representation to PEAC. The PEAC may consult and seek other resources they deem necessary to the decision.

F2.07.2 In considering a position evaluation appeal, the PEAC shall neither consider the University's need for the position nor the funding available.

F2.07.3 All decisions made by the PEAC are final and binding, and shall be provided in writing to the Vice-Provost and Associate Vice-President (Human Resources) who will distribute the decision to the Appellant and the Supervisor.

F2.07.4 The time limits in this Article F2 may be altered by mutual consent of the Appellant and Vice-Provost and Associate Vice-President (Human Resources). Such consent shall not be unreasonably withheld.

Article F3: University Responsibilities [WHOLLY AGREED]

Basic Responsibilities

F3.01.1 The responsibilities of an APO Member shall be generally as described in the position description (see Article F2.03.1).

F3.01.2 An APO Member in a teaching Department may be assigned teaching responsibilities provided that such responsibilities do not represent a majority of the workload.

F3.01.3 An APO Member shall be accountable to the Supervisor, who may assign specific responsibilities and determine priorities.

F3.01.4 In the event of a dispute with respect to responsibilities, an APO Member shall have final recourse to the Vice-President.

F3.01.5 An APO Member shall not be a registered student in courses taught by the same academic unit as that in which the APO Member is employed; exceptions to this rule may be made with the approval of the Dean of the Faculty and the Provost.

Supplementary Responsibility at the University

- F3.02.1 Under certain circumstances, an APO Member may accept responsibilities at the University in addition to regular responsibilities for which the APO Member may receive remuneration additional to regular salary.
- F3.02.2 The Supervisor and the Vice-President shall approve requests for approval of supplementary responsibilities prior to the assumption of the responsibilities.
- F3.02.3 Supplementary responsibilities shall be performed outside regular office hours unless otherwise approved by the Vice-President.

Supplementary Professional Activity Outside the University

- F3.03.1 An APO Member who proposes to engage in supplementary professional activity for another employer or as a consultant or self-employed professional shall inform the Supervisor in writing of such intention.
- F3.03.2 The written permission of the Supervisor is required if:
 - a) the activities will take place during regular University office hours; or
 - b) the activities involve University staff, students or the use of University facilities.
- F3.03.3 If the APO Member expects to involve students, staff or the use of University facilities, the APO Member may be required by the Vice-President to enter into a contract with the University.
- F3.03.4 An APO Member shall not engage in supplementary professional activities which involve a conflict of interest or conflict of commitment with responsibilities to the University.

Article F4: Professional / Educational Leave

Eligibility

- F4.01.1 An APO Member may be granted a Professional / Educational Leave in accordance with the procedures described in this Article F4. Such leave ~~is considered to be a privilege and~~ is expected to be of benefit to both the APO Member and the University.
- F4.01.2 An APO Member shall be eligible to apply for up to 6 months of leave provided the APO Member has served as an APO Member for 3 years, or after serving 3 years as an APO Member following a previous leave. After 6 years of service following initial appointment as an APO Member, or 6 years of service following a previous leave, an APO Member shall be eligible to be considered for a 12-month leave.
- F4.01.3 A Professional / Educational Leave is granted in order for an APO Member to pursue an educational or professional opportunity. The opportunity will be documented as per the conditions in Article F4.01.4. A leave (subject to the APO Member's eligibility in accordance with Article F4.01.2) may be spread over a number of years. Leave periods are not normally counted as service in determining eligibility. In no case will periods of Professional / Educational Leave or leave without pay be counted as service towards Professional / Educational Leave.
- F4.01.4 Leave shall only be awarded to an APO Member who has a carefully prepared program outlined normally in the Annual Performance Plan section of the APO Member's Performance Review, Evaluation, and Professional Development (PREPD) report.

Application Process

- F4.02.1 The leave application shall include a description of the intended activity during the leave, a statement of the benefit of such activity to the applicant and its value to the University, the duration of the leave, and the location(s) of the APO Member during the leave.
- F4.02.2 The Supervisor will append any comments to the leave application and then forward the application to the Vice-President.
- F4.02.3 Upon receipt of the application and the appended material, the Vice-President shall decide on the application and so advise the APO Member in writing. The decision of the Vice-President is final and binding.

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% of the APO Member's basic University salary
 - 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.
- F4.03.2 The APO Member may receive grants or scholarships or other aid from outside agencies to assist in the financing of the leave program. Receipt of such assistance shall not serve to reduce the level of the leave salary unless the total of the assistance and the leave salary exceed the APO Member's regular salary, in which case the leave salary shall be reduced so that the total of the outside assistance and the leave salary equal the regular full salary.
- F4.03.3 During the leave, the APO Member shall not undertake alternative employment without the advance written approval of the Vice-President.
- 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.
- 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.

Article F5: Probation and Continuing Appointment [Wholly Agreed]

- F5.01.1 In exercising the responsibility under Article F1.01.2, the Vice-President shall make appointments in accordance with this Article F5.
- F5.01.2 An APO Member shall be appointed to a probationary appointment unless the Vice-President approves a Continuing Appointment.
- F5.01.3 The inclusion of a probationary period in the Letter of Appointment indicates an obligation on the part of the Supervisor to properly manage the APO Member's progress during a probationary period. In this regard, the Supervisor and the APO Member shall ensure they each have a clear understanding of the position expectations in accordance with the job description.
- F5.01.4 The probationary appointment for an APO Member who is appointed for the first time under this **Agreement Schedule F** shall normally be for a period of **two years up to one year. For any subsequent appointment under this Schedule F, an APO Member who has either successfully completed a probationary period or who was not required to serve a probationary period shall not serve another probationary period. An APO Member shall be appointed to a two-year probationary period only once during their continuous employment under this Agreement.**
- ~~F5.01.5 An APO Member with a Continuing Appointment who is appointed to another position under this Agreement shall serve a reduced probationary period, as follows:~~
- ~~a) Up to and including 7 years of service under this Agreement, a probationary period of up to 12 continuous months;~~
- ~~b) Longer than 7 years of service under this Agreement, a probationary period of up to 6 continuous months.~~
- F5.01.6 If the APO Member is granted leave during the probationary period, the probationary appointment shall be extended by the duration of such leave or by a longer period of time, unless the Vice-President in approving the leave decides that the extension is not warranted.
- F5.01.7 The Supervisor shall keep the APO Member apprised of progress during the probationary period, and shall meet with the APO Member **on at least 3 occasions every 6 months with the first meeting normally occurring within the first 3 months of the probationary period** to discuss that progress.

Completion of the probationary period

- F5.02.1 To conclude the probationary period, the Supervisor will take the following action:
- a) For an APO Member who is appointed for the first time under this Agreement and who has a two-year probationary period, the Supervisor shall provide two months' written notice of his/her recommendation, which shall be one of the following:
- i.) that the APO Member be granted a Continuing Appointment; or
- ii.) that the probationary appointment be extended by a period not to exceed one year; or
- iii.) that no further appointment be offered to the APO Member.
- b) For an APO Member who has a reduced probationary period, the Supervisor shall provide one month's written notice of his/her recommendation, which shall be one of the following:
- i.) that the APO Member be granted a Continuing Appointment; or

- ii.) that the probationary appointment be extended by a period not to exceed 6 months; or
- iii.) that no further appointment be offered to the APO Member.

F5.02.2 The Supervisor shall forward the recommendation to the Vice-President.

F5.02.3 The Vice-President shall reach a decision and inform the APO Member in writing prior to the last day of the probationary appointment that:

- a) the APO Member shall be granted a Continuing Appointment; or
- b) the probationary appointment shall be extended by a period not to exceed one year for an APO Member who has a two-year probationary period or by 6 months for an APO Member who has a reduced probationary period; or
- c) the probationary appointment shall be terminated and no further appointment shall be offered to the APO Member.

F5.02.4 Continuing Appointment shall in no sense be the right of an APO Member who has served the time of probation. The performance of the APO Member during probation shall indicate that the APO Member will in future be capable of contributing effectively in the performance of his/her responsibilities to the University.

Termination During Probation

F5.03.1 During the probationary period, a Supervisor may recommend and the Vice-President may approve the termination of the probationary appointment of an APO Member by giving one month's written notice of such termination. The effective date of the termination shall be one month from the date of notice, but the assignment of responsibilities may cease as of the date of notice.

F5.03.2 If termination is recommended during, or at the end of probation, the Vice-President shall provide the APO Member with an opportunity to respond before acting on the recommendation.

Termination Entitlements

F5.04.1 If a Continuing Appointment is not being offered (under Articles F5.02.1 or F5.02.3) to an APO Member whose first appointment to the University is under this Agreement, the APO Member shall receive a severance payment equivalent to two months' salary (less any required deductions). If the probationary period has been extended beyond two years, severance entitlement will be extended on a pro rata basis. The severance payment shall be at the same rate as if the APO Member had continued on staff.

F5.04.2 If the APO Member is not being offered a Continuing Appointment and he/she has previous continuous service in other appointments with the University, this service shall be taken into consideration in the determination of the severance payment. The APO Member shall receive a severance payment (less required deductions) of one month's salary for each year of continuous employment with a maximum payment of 12 months' salary. Severance shall be based on the salary being earned on the last day of employment.

Article F6: Performance Review, Evaluation and Professional Development

- F6.01.1 The Dean or Vice-President shall promote consistency in the application of standards in the review of all APO Members in their area.
- F6.01.2 The Supervisor and the APO Member shall jointly be responsible for ensuring that the APO Member's performance is reviewed annually in accordance with the APO Member Performance Review, Evaluation and Professional Development system (PREPD). Details of the system are outlined in Appendix F.7.
- F6.01.3 The APO Member's annual PREPD (Annual Report) is based upon the performance of duties and responsibilities outlined in the Position Description (see Article F2) and the goals and objectives from the annual performance plan.
- F6.01.4 Each APO Member will complete and submit an Annual Report to their Supervisor. The Supervisor will first review the Annual Report, meet with the APO Member to discuss the Annual Report, and provide written commentary on the performance of the APO Member. The APO Member will have an opportunity to provide commentary on the Annual Report and will sign to acknowledge that they have received and read the document.
- F6.01.5 The Supervisor shall provide a copy of the final performance review to the APO Member, together with any materials relied upon in making the recommendation, including a summary of any confidential information. This information will be summarized with sufficient detail that the APO Member can identify and respond to the issues raised.
- F6.01.6 The Supervisor shall submit a summary of the performance review and **Increment Incrementation** recommendation in accordance with Articles F6.02 and F6.03, to the appropriate Dean or Vice-President. After reviewing the summary and recommendation, the Dean or Vice-President shall submit their recommendations to the Provost for review and approval.
- F6.01.7 Once the **Increment Incrementation** decisions are approved by the Provost, the APO Member shall be informed of the decision in writing.
- F6.01.8 Evaluating performance for approved leaves: when total periods of leave (for example, Maternity Leave, Parental Leave, and Medical Leave) are for less than 6 months of a performance review period, the performance of the APO Member will be extrapolated to the full year.
- F6.01.9 When total periods of leave (single leave or combination of leaves) are for 6 months or longer of a performance review period, these time periods will not be considered in the evaluation of performance and Article 13.10 (c) shall apply for the purposes of evaluation. Notwithstanding, an APO Member may request the Supervisor take into account activities while on a leave for 6 months or longer of a performance review period. The onus shall be on the APO Member in material appended to the Annual Report to demonstrate to the Supervisor why such activity should be recognized.
- F6.01.10 ~~Increments~~ **Incrementation is** awarded for meritorious performance and are not in any way automatic nor based on years of service.

Supervisor's Recommendation: ~~The award of Increments~~ Incrementation

- F6.02.1 Each year, the Supervisor shall recommend to the Dean or Vice-President who shall recommend to the Provost whether the APO Member should receive an Increment based on

performance in the preceding year. The performance review period will be from April 1 to March 31. Increments take effect on July 1. The recommendation shall be one of the following:

- ~~a) a single Increment;~~
 - ~~b) a multiple Increment, which may be one and one-half, double, two and one-half or triple a single Increment;~~
 - ~~c) a one-half Increment, which is one-half of a single Increment;~~
 - ~~d) a partial Increment, which is an Increment that is less than a single Increment but not a one-half Increment and which will bring the salary of an APO Member to the salary ceiling of the APO Member's present rank;~~
 - ~~e) an increment less than what would be recommended by the Supervisor but which brings the salary of an APO Member to the salary ceiling of the present salary range for the position;~~
 - ~~f) no Increment;~~
 - ~~g) In addition to the above, Increments may be awarded in quarter Increments ranging from 0.50 to 3.00 (i.e., 0.50, 0.75, 1.00, 1.25, 1.50, 1.75, 2.00, 2.25, 2.50, 2.75, 3.00).~~
- a) an Increment;
 - b) a portion of Incrementation up to 3.0, which will bring the salary of an APO Member to the salary maximum of the APO Member's present rank;
 - c) Incrementation awarded in quarter Increments ranging from 0.50 to 3.00 inclusive
 - d) Zero Increment.

F6.02.2 An incrementation award of less than ~~4.0 an Increment~~ is appealable.

Supervisor's Recommendation: No Increment awarded Reasons for Zero Increment

F6.03.1 If the Supervisor, or the Dean or Vice-President, recommends that ~~no Zero~~ Increment be awarded to an APO member, or if the Provost decides that ~~no Zero~~ Increment be awarded to an APO Member, in any case, the decision shall be cited as one of the following:

- ~~a) that maximum salary for the position has been reached but performance is marginal or above; performance requirements for an Increment have been met but the maximum salary for the position has been reached;~~
- ~~b) that performance requirements for Incrementation have not been met;~~
- c) that performance while on authorized leave could not be properly evaluated; or
- d) that performance is unsatisfactory.

F6.03.2 If a Supervisor plans to recommend ~~no Zero~~ Increment for an APO Member under Article F6.03.1 (d), the Supervisor must consult with Human Resource Services prior to making the recommendation. (See Article F7 for further action)

Pro-rated Increment Incrementation in the Year of Appointment

F6.04.1 An APO member whose appointment takes effect in the period April 1 to July 1, inclusive, is eligible to receive ~~a full Increment at one of the values referred to in Article F6.02.1~~ **Incrementation** on the next following July 1.

F6.04.2 An APO member whose appointment takes effect in the period July 2 to December 31, inclusive, is eligible to receive ~~a pro-rated Increment~~ **Incrementation** on the next following July 1, ~~the proportion of a full Increment depending prorated~~ on the number of months they will have served by March 31. An APO Member whose appointment takes effect in the period January 1 to March 31, inclusive, will not be eligible to receive ~~an Increment~~ **Incrementation** on the next following July 1.

Article F7: Unacceptable Performance

First Awarding of ~~no~~ Zero Increment

- F7.01.1 Within 20 days following the awarding of ~~no~~ Zero Increment or the decision of an appeal under Article F8 confirming ~~no~~ Zero Increment (Article F6.03.1(d)), a meeting will be held with the Supervisor, the APO Member, a representative of Human Resource Services, and a representative of the Association. The purpose of the meeting shall be to produce a plan for improvements (hereafter referred to as a Performance Improvement Plan) that the APO Member must make to their performance which will allow them to reach a level of satisfactory performance the following year. The discussion should include any assistance that can be reasonably provided by the Employer to improve the APO Member's performance. Where there is disagreement on the content of the Performance Improvement Plan, the Supervisor will make the determination.
- F7.01.2 Meetings between the Supervisor and the APO Member will be held to discuss the APO Member's progress towards achieving the objectives set out in Performance Improvement Plan. A report of these meetings will be forwarded by the Supervisor to the APO Member, Human Resource Services, and the Association.

Second Awarding of ~~no~~ Zero Increment

- F7.02.1 Within 20 days of receiving ~~no~~ 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 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) not approve the recommendation of the Supervisor; or
 - b) approve the recommendation of the Supervisor, and their recommended penalty under Article F7.02.7 or
 - c) 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.

F7.02.8 Any decision to penalize the APO Member is subject to the grievance procedure established in Article 14.

Article F8: Appeals

Definitions

F8.01 In this Article F8:

- a) "Advisor" means the person who will advise the Appellant or the Respondent at the hearing of the appeal. The Appellant or Respondent shall not have their own legal counsel at the hearing;
- b) "Appellant" means the APO Member who has appealed;
- c) "Chair" means the Chair of The Appeals Committee; and
- d) "Respondent" means the person whose decision is being appealed.

Right to Appeal

F8.02.1 An APO Member may appeal the following decisions in accordance with the provisions of this Article **F8**:

- a) that an APO Member probationary appointment be terminated under Article F5.03.1; The termination of a Staff Member's appointment;
- b) that an APO Member not be offered a Continuing Appointment upon the expiry of the probationary appointment (Article F5.02.1);
- c) that an APO Member has received less than **a single an** Increment when his/her present salary is at least one Increment less than the maximum (Article F6.02.1).

F8.02.2 Appeals under this Article F8 shall be heard by a committee to be known as APO Appeals Committee (APO AC) established under Article F8.03.1.

F8.02.3 An Appellant has 20 days from the date of decision (of the type referred to under Article F8.02.1) to commence an appeal; the Appellant shall file with the Associate Vice-President (Human Resources) and with the Respondent a detailed written statement which shall include:

- a) the basis on which the appeal is lodged (under Article F8.02.1), including a statement of the grounds on which the decision is considered to be inappropriate;
- b) the decision which the Appellant requests APO AC to make, such decision to be consistent with the powers of APO AC as set out in Article F8.05.3;
- c) a list of those persons whom the Appellant wishes to appear before APO AC as witnesses;
- d) the name of any Advisor who will accompany the Appellant at the APO AC hearing; and
- e) such other material as the Appellant considers to be relevant that was not submitted in the proceedings leading to the decision recognizing that APO AC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the Appellant could have presented the material to the person making the decision.

F8.02.4 As soon as reasonably possible after the receipt of appeal documents by the Associate Vice-President (Human Resources), the members of the APO AC shall be named in accordance with Article F8.03.1 by the parties.

The APO Appeals Committee (APO AC)

F8.03.1 The membership of APO AC shall be:

- a) one person named by the Respondent; but not from the same unit as the Respondent.
- b) one person named by the Appellant; but not from the same unit as the Appellant.
- c) one person, who shall chair APO AC, named by the Provost and the President of the Association.

F8.03.2 Within 15 days of the date the material forwarded under Article F8.02.3 is mailed to the Respondent, the Respondent shall file with the Vice Provost and Associate Vice-President (Human Resources), with a copy to the Appellant, a detailed written statement which shall include:

- a) a statement in reply to the statement and materials submitted by the Appellant under Article F8.02.3;
- b) a copy of all written material relating to the Appellant which was used in reaching the decision being appealed;
- c) a list of those persons whom the Respondent wishes to appear before APO AC as witnesses;
- d) the name of any Advisor who will accompany the Respondent at APO AC hearing;
- e) such other material as the Respondent considers to be relevant recognizing that APO AC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the party seeking to adduce the evidence could have used it in reaching a decision.

F8.03.3 Notwithstanding the time limits set out in Articles F8.02.3 and F8.03.2, the Chair, on the application of the Appellant or the Respondent, may extend in writing any of the said time limits where the Chair is of the opinion that the application for an extension has a reasonable ground for requesting such extension. The decision of the Chair may be made without a hearing and shall be final and binding.

F8.03.4 The Chair shall determine the time and place for a hearing of the appeal, such hearing to be held within a reasonable time after all materials have been filed pursuant to Articles F8.02.3 and F8.03.2, but no earlier than 6 weeks after filing of the notice of appeal.

F8.03.5 The Chair shall give at least 10 days' written notice of hearing to the Appellant and the Respondent.

Hearing Procedures

F8.04.1 APO AC shall hold a hearing on the appointed date, time and place, and such hearing shall be restricted to APO AC, Appellant, Respondent and Advisors and such resource personnel as APO AC determines.

F8.04.2 APO AC may accept any oral or written evidence that it, in its discretion, considers proper, whether admissible in a court of law or not.

F8.04.3 APO AC has the right to request additional material and to call and compel the attendance of further witnesses.

- F8.04.4 APO AC is not bound by rules of evidence or procedures applicable to courts of law.
- F8.04.5 Both the Appellant and the Respondent have the right to call and question witnesses, to question one another and to present oral arguments.
- F8.04.6 It shall be the responsibility of the Appellant and the Respondent to secure the attendance of the witnesses to be called by each.
- F8.04.7 The onus of proof, which shall be on the balance of probability, shall be on the Appellant.
- F8.04.8 Procedural rulings shall be made by the Chair but are subject to reversal by majority vote of APO AC.

Jurisdiction of APO AC

- F8.05.1 APO AC shall:
 - a) allow the appeal if it finds the decision to have been inappropriate based on the evidence before it; or
 - b) dismiss the appeal.
- F8.05.2 If APO AC finds that there has been non-compliance with the procedures of this Agreement in the proceedings it may, nevertheless, dismiss the appeal if it finds the decision to be appropriate.
- F8.05.3 Where APO AC allows the appeal, it has the power to:
 - a) continue the probationary appointment (in the case of an appeal of a decision to terminate a probationary appointment under Article F5.03.1);
 - b) award such an appointment or to extend the probationary period by an appropriate period of time to a maximum of one year (in the case of an appeal of a decision not to offer a Continuing Appointment upon the termination of a probationary period);
 - c) award an Increment which is greater than that awarded (in the case of an appeal of a decision to award less than a single Increment).

Post-hearing Procedures

- F8.06.1 The decision of APO AC shall be set out in a written statement by the Chair, with reasons, and a copy thereof shall be sent to the Appellant and to the Respondent within two weeks of the conclusion of the hearing.
- F8.06.2 The decision of APO AC shall be final and binding.
- F8.06.3 All written materials are to be returned to the Vice-Provost and Associate Vice-President (Human Resources) and destroyed 6 weeks from the date of decision. The Appellant and Respondent retain their materials.

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 c).

Supplementary Health, Dental and Ancillary Benefits

- F9.02 An APO Member is eligible to participate in the University benefit programs applicable to APO Members.

Universities Academic Pension Plan (UAPP) and Academic Supplementary Retirement Plan (ASRP)

- F9.03.1 APO Members shall participate in the Universities Academic Pension Plan (UAPP).
- F9.03.2 APO Members are eligible to participate in the Academic Supplementary Retirement Plan (ASRP).

Vacation

- F9.04.1 Each APO Member shall be entitled to an annual vacation in accordance with the following table:

Service Completed	Days of Vacation
less than 10 years	22
at least 10 years but less than 20 years	25
20 years or more	30

- F9.04.2 Unused vacation time may not be carried forward from year to year without the advance written consent of the Vice-President. Salary in lieu of vacation shall be paid (in accordance with Article 20) only to APO members who have resigned, retired or been transferred to a new position.
- F9.04.3 A resigning APO Member shall receive, on resignation, an amount in lieu of vacation time not taken, but such an amount shall not normally exceed one year's vacation entitlement. The amount shall be based on the salary rate as of the effective date of the resignation.

Article F10: Reorganization [WHOLLY AGREED]

Authority

- F10.01 For the purpose of this Article F10, a reorganization may result in the reassignment of duties or the lay-off of an APO Member if:
- a) the position is no longer required, or
 - b) the responsibilities of the position, or the qualifications required, have changed sufficiently that the APO Member no longer has the qualifications required to carry out the responsibilities.

Procedures

F10.02.1 A recommendation that an APO Member be laid-off or re-assigned to different duties shall be made by the Supervisor who shall provide a copy of the recommendation statement to the APO Member and to the Association and who shall offer to meet with the APO Member to discuss the recommendation. The APO Member shall be represented by the Association and the Supervisor may be accompanied by an Administration Advisor at such a meeting. The Supervisor shall then forward the recommendation to the Vice-President unless, as a result of the meeting, the Supervisor decides not to proceed with the recommendation.

F10.02.2 Upon receipt of a recommendation under Article F10.02.1, the Vice-President shall consult with the Association and shall offer to meet with the Association to consider the recommendation.

F10.02.3 The Vice-President shall meet with the APO Member and explore with the APO Member the options of:

- a) reassignment or retraining and reassignment in accordance with the procedures of Appendix F.5, or
- b) lay-off of the APO Member.

The APO Member shall be represented by the Association and the Vice-President may be accompanied by an Administration Advisor.

F10.02.4 Upon completion of the consultation, meetings and exploration of options, the Vice-President shall make one of the following decisions:

- a) to confirm the APO Member in the APO Member's present position;
- b) to approve the re-assignment of duties recommended by the Supervisor or some variation thereof;
- c) to transfer the APO Member to another position at the University, or
- d) to lay-off the APO Member.

The decision of the Vice-President shall be final and binding.

F10.02.5 The Vice-President shall inform the APO Member of the decision in writing.

Lay-off

F10.03.1 Lay-off under this Article F10 shall not be considered nor represented as dismissal for cause.

F10.03.2 The Vice-President shall inform the APO Member of the decision in writing. The decision of the Vice-President shall be final and binding.

Notice and Severance

- F10.04.1 The effective date of the lay-off shall not be less than 3 months from the date on which the APO Member is advised, in writing, of the decision to lay-off the APO Member.
- F10.04.2 The APO Member shall receive a severance payment of one month's salary for each year of **employment service at the University**, with a minimum payment of 3 months' salary and a maximum payment of 12 months' salary. The effective date of the lay-off and the date for determining length of service and rate of salary shall be the last day of the notice period under Article F10.04.1.
- F10.04.3 During the notice period, the APO Member shall perform such duties as may be assigned or be placed on leave with full pay or be required to take any accumulated vacation, or a combination of the foregoing; after discussion with the APO Member, the Supervisor shall decide which of the foregoing shall apply.
- F10.04.4 Severance shall normally be paid in a lump sum. An APO Member may request an alternative payment which may be arranged subject to applicable tax regulations and the approval of the Vice-President.
- F10.04.5 The University shall provide placement and job transition assistance to a laid-off APO Member, at University expense, subject to certain maxima and time limits. Guidelines are in Appendix F.5.

Recall

- F10.05 Should a position from which an APO Member has been laid-off be reinstated or a position with substantially the same duties as that position be established in the same unit within 24 months of the date on which the previous incumbent was laid-off, the previous incumbent shall be offered the position. If such a situation occurs between 24 and 48 months, the previous incumbent shall be informed of the vacancy and invited to apply for the position.

Article F11: Financial Emergency

Preamble

- F11.01 The Board and the Association recognize that disruptions in the University's operating revenue may occur which may affect academic staffing. In such circumstances the procedures of this Article F11 shall be followed.

Definitions

- F11.02 In this Article:
- a) "Financial Emergency" means a condition in which the continued existence of the University of Alberta is placed in jeopardy by a deficit which has occurred or is predicted and projections show continuing deficits.
 - b) "VSIP" means a voluntary severance incentive plan.
 - c) "Savings" means the annual cost of salary and benefits deleted from the operating budget when an APO Member's position is deleted.
 - d) "APC" means the Academic Planning Committee of GFC (or any successor committee with the same general responsibilities).
 - e) "Eligible staff members" means an APO Members who has 12 years or more of service at the University of Alberta on the date of termination under the VSIP (F11.04.12).

Financial Emergency Procedures

- F11.03.1 When the President is of the view that Financial emergency conditions exist, the President shall invite representatives of the Association to a meeting to discuss the University's financial circumstances, providing them information supporting that view.
- F11.03.2 The Association shall have up to 10 days to respond to the President and a second meeting between the President and representatives of the Association shall be convened to discuss that response.
- F11.03.3 If, following the meeting under Article F11.03.2, the President concludes that a financial emergency exists; the President shall initiate the procedures of this Article F11.
- F11.03.4 If the Association does not meet under Articles F11.03.1 and F11.03.2, the President may nevertheless initiate the procedures.
- F11.03.5 Concurrent procedural streams shall be initiated by the President: (a) a voluntary severance incentive plan (VSIP), (F11.04); and (b) determination of whether or not there is a Financial emergency (F11.05 - AF11.06).

VSIP

- F11.04.1. An Eligible staff member may apply for severance under the VSIP, such application to be in accordance with the procedures of Articles F11.04.8 - F11.04.11.\
- F11.04.2 The amount of the severance shall be 12 months salary of the individual on the date of severance, but shall not be greater than the total salary payable between the date of application and the date of normal retirement.
- F11.04.3 [Vacant]
- F11.04.4 [Vacant]
- F11.04.5 The President shall announce implementation of the VSIP immediately following the decision under Article F11.03.3.
- F11.04.6 When announcing the VSIP, the President shall, after consultation with the Association, advise of the amount of Savings predicted through the VSIP.
- F11.04.7 Based on the predicted Savings under Article F11.04.5, the President shall allocate to each Vice-President the number of applications which may be accepted for a VSIP severance payment. Such allocations shall be made following consultation with the Association. The total of such accepted applications shall be sufficient to allow the necessary Savings to be met. Each Vice-President may identify certain APO Members who are ineligible to apply when the Vice-President determines that the positions so identified are necessary for the continued operation of the University notwithstanding the financial emergency and those APO Members shall be informed of the decision before the applications are invited.
- F11.04.8 An Eligible staff member may apply for a VSIP payment to the Vice-President within the time limit set under F11.04.10.
- F11.04.9 The Vice-President is authorized to approve such applications provided the allocations under Article F11.04.7 are honored.

F11.04.10 If applications exceed the number allocated to the Vice-President, persons with the greatest number of years of service as a Staff Member shall be approved first.

F11.04.11 Applications for VSIP payments must be submitted no later than 3 days following the submission of the report by the Commission (under Article F11.05.11) or 30 days from its establishment (under Article F11.05.4), whichever is the later.

F11.04.12 The termination date for an APO Member who has been approved for a VSIP shall be no earlier than 3 months after the deadline for applications (under Article F11.04.11) with the specific termination date to be determined by the Vice-President.

Determination of Financial Emergency

F11.05.1 The President shall, as soon as possible following the decision under Article F11.03.3, submit a proposal regarding Financial Emergency to APC for its consideration; the Association shall have the right to submit a statement to APC and to send one or two observers (voice but no vote) to APC meetings at which this matter is discussed.

F11.05.2 If, after consideration, APC concludes that a Financial Emergency exists, it shall so declare. From the date of the declaration, the procedures specified hereafter in this Article F11 shall apply. The declaration shall be issued within 10 days following receipt of the President's proposal.

F11.05.3 Within 5 days following the declaration under Article F11.05.2, APC shall forward to the Association a copy of all financial documentation which was before APC.

F11.05.4 Within 10 days following the declaration under Article F11.05.2, the President and the Association shall establish a Commission which shall review the declaration of APC and either (a) confirm it or (b) reject it. At the same time, the President and Association shall jointly invite submissions to the Commission.

F11.05.5 The Commission established under Article F11.05.4 shall consist of 5 persons agreed upon by the President and the Association. If the President and the Association cannot agree on the 5 persons, either party may apply to the Auditor-General of Alberta who shall select the persons needed to fill the membership on the Commission.

F11.05.6 If either party fails to undertake its responsibility under Article F11.05.4, then the other may select the members of the Commission.

F11.05.7 The Commission shall select its own chair from among its 5 members.

F11.05.8 The Commission shall have the right to inspect relevant University financial records.

F11.05.9 The Commission shall meet within 10 days of the appointment of its last member.

F11.05.10 Without restricting the generality of its authority and responsibilities, the Commission shall consider the following:

- a) whether the University's financial position (as evidenced from the total budget and not just the academic or salary components thereof) constitutes a budgetary crisis such that deficits projected are expected to continue;
- b) whether in view of the primacy of academic goals at the University the reduction of academic staff is a reasonable type of cost-saving;

- c) whether all reasonable means of achieving cost-saving in other areas of the University budget have been explored;
- d) whether all reasonable means of improving the University's revenue position have been explored; and
- e) whether enrolment projections are consistent with a proposed reduction in the academic staff complement.

F11.05.11 Within 30 days of its establishment, the Commission shall submit a written report to the Board, with a copy to the Association and to APC.

F11.05.12 If the Commission determines that a Financial emergency exists, its report shall include a recommendation on the amount of the reduction required in the budgetary allocation for the salaries and benefits of Staff Members.

F11.05.13 Within 10 days following the submission of the report by the Commission, the Board shall consider whether or not a Financial Emergency exists and, following such consideration, it shall make a decision on the matter. In its consideration the Board shall take into account any Savings which are expected through the VSIP under Article F11.04.

Implementation of Financial Emergency

F11.06.1 If the Board declares that a state of Financial emergency exists, it shall:

- a) estimate the amount required for reductions in salaries and benefits of APO members after application of the Savings;
- b) place a freeze on the hiring of Staff Members, with exceptions to the freeze to be agreed to by the Association;
- c) discuss with the Association possibilities of achieving the reductions required, with such discussions to be completed within 10 days of the Board's declaration under Article F11.05.13.

F11.06.2 If the discussions with the Association under Article 11.06.1 (c) do not result in agreement on a method of reduction, the Board shall, within 10 days following such discussions, provide the Association with at least two possible methods of achieving the required reductions:

- a) through a reduction in salaries and salary scales for all APO Members applied in an equal percentage to all APO Members; or
- b) through the lay-off of APO Members; or
- c) at the Board's discretion, through a third option.

F11.06.3 In order to prepare for the possibility of lay-off, the Vice-Presidents shall prepare estimates of the number of lay-offs expected in the units reporting to each Vice-President. Information about the estimates shall accompany the ballot for choosing among the options in Article F11.06.2.

F11.06.4 If the APO Members opt for Article F11.06.2 (b) or F11.06.2 (c) (with lay-offs), each Vice-President shall determine the specific APO Members to be laid-off.

F11.06.5 The Vice-President shall advise the APO Members affected, in writing, with a copy to the Association.

F11.06.6 Severance and notice for APO Members who are laid-off under Article F11.06.4 shall be the same as for those who are laid-off under Article F10. The termination date shall be not earlier than 3 months after the deadline for application under Article F11.04.11 (which shall be the equivalent of the notice period) but the specific date should be determined by the Vice-President.

- F11.06.7 The Board's proposals under Article F11.06.2 shall be put to a vote of APO Members, with such a vote to be completed within 20 days of the Board's submission under Article F11.06.2. If more than two options are provided, the vote shall be by preferential ballot.
- F11.06.8 The vote of the APO Members under Article F11.06.7 shall be final and binding upon the Board, the Association and the APO Members.
- F11.06.9 Any changes to salaries/salary scales and benefits of APO Members resulting from application of Articles F11.06.1 - F11.06.8 shall be made notwithstanding the provisions of Articles 2.12 - 2.20 for the time specified in the proposals under Articles F11.06.1 - F11.06.8.

Exclusion

- F11.07 APO Members whose appointments are contingent upon continued funding of salary and benefits from an external granting agency (also called "soft tenure") are not covered by this Article F11.

Article F12: Delegation [Wholly Agreed]

- F12.01 The Board confirms delegation of its powers, duties and functions for the performance of its responsibilities contemplated by the terms of the Common Agreement and this Schedule F (with the power to subdelegate as set out in this Article), including responsibilities assigned to a person or committee pursuant to:
- a) Article F1 – Appointments
 - b) Article F2 – Establishment and Evaluation of Positions
 - c) Article F3 – Probation and Continuing Appointment
 - d) Article F6 – Performance Review, Evaluation and Professional Development
 - e) Article F7 – Unacceptable Performance
 - f) Article F8 – Appeals
 - g) Article 7 – Discipline
 - h) Article F10 – Reorganization
 - i) Article F11 – Financial Emergency
 - j) Such other matters as the parties may mutually confirm in writing from time to time, and with power to delegate further as set out in this Article.
- F12.02 The authority of any party described in Article F12 to delegate responsibilities under this Article includes the authority to revoke those delegated responsibilities and to exercise those responsibilities directly. The revocation of a delegated responsibility does not nullify decisions, order, directions or recommendations made at the time the delegation of responsibilities remained in effect.
- F12.03 A senior administrator of the University may delegate to another senior administrator of the University or to an APO Member any of the responsibilities assigned in this agreement to the senior administrator, subject to approval in writing by the administrator to whom the senior administrator reports.
- F12.04 The President of the Association may delegate any responsibility to another member of the executive of the Association or to the Executive Director of the Association.

- F12.05 All delegations of responsibility and revocations of delegation under this article shall be in writing.
- F12.06 If, in the Common Agreement or this Schedule F, a decision is to be made by the Association, the decision shall be made by the President of the Association subject to such restriction as the Association, acting in accordance with its bylaws, may determine. Any Association policy which restricts the ability of the President of the Association to act shall be communicated in writing to the Provost.

Appendix F.1: Letter of Appointment [Wholly Agreed]

[Office Name]



[Name]
[Address]

[Enter Date]

Dear [Name]

On behalf of the Governors of the University of Alberta, I am pleased to offer you a formal appointment to the academic staff of the University of Alberta in accordance with the terms set forth below. Should you accept this offer, your employment will be governed by the Collective Agreement, including Schedule F for Administrative Professional Officers, which can be found at <https://www.ualberta.ca/faculty-and-staff/my-employment/collective-agreements-and-handbooks>. The Collective Agreement may be amended in accordance with its terms and such amendments are binding upon you.

The specific terms of the appointment offer are:

1. Position/title:
2. Faculty:
Department:
3. Effective Date:
4. Probationary Period: _____ to _____
5. (a) Initial salary rate: _____ \$ per annum
(b) Present (2018-2020) salary range for position based on # Hay points;
Minimum: \$ _____ per annum; maximum: \$ _____ per annum.
6. Special Conditions:

The return of one signed original copy of this letter to the undersigned within two weeks of the date of this letter will constitute your acceptance of this offer of appointment on the terms hereof.

This appointment is expressly contingent on your continuing eligibility for employment in Canada and upon the University receiving confirmation, if required by the appropriate federal government department or upon request by the University, of your continuing eligibility for employment in Canada. Loss of your eligibility for employment in Canada or a failure to provide confirmation of your eligibility for employment in Canada (i.e. work permit and/or permanent or temporary residence visa) will render the appointment null and void.

All personal information collected by the University of Alberta for the purpose of employment shall be collected under the authority of Section 33c of the Alberta Freedom of Information and Protection of Privacy Act (FOIPP) and will be protected under Part 2 of that Act. Certain information will be made available to federal and provincial departments and agencies under appropriate legislative authority. For further information regarding the collection and use of the personal information, contact *Human Resource Services, 2-60 University Terrace, University of Alberta. Phone: 492-4555.*

THIS FORM CONSTITUTES THE ENTIRE CONTRACT OF APPOINTMENT BETWEEN THE APPOINTEE AND THE UNIVERSITY AND NO OTHER WRITTEN OR ORAL CONDITION, QUALIFICATION OR AGREEMENT EXISTS OR IS INCLUDED HEREIN BY REFERENCE HERETO EXCEPT AS HEREINBEFORE SET FORTH.

Yours sincerely,

[Name]

[Title]

Received by University

ACCEPTANCE

I hereby acknowledge receipt of the original hereof and accept the Appointment referred to and the terms and conditions set forth.

Dated at _____
(City)

This _____ day of _____, _____
(Day) (Month) (Year)

Signature

Appendix F.2: Notice of Retirement [Wholly Agreed]

**NOTICE OF RETIREMENT AND/OR INTENTION TO DEFER RETIREMENT
UNDER ARTICLE 18 OF THE FACULTY, FSO, APO AND LIBRARIAN AGREEMENTS**

SURNAME	FIRST NAME	MIDDLE NAME	PREFERRED NAME
ID NUMBER	RANK/POSITION TITLE		ACADEMIC UNIT

THIS FORM SHALL BE USED TO PROVIDE YOUR OFFICIAL WRITTEN NOTICE OF RETIREMENT OR INTENTION TO DEFER RETIREMENT IN ACCORDANCE WITH ARTICLE 18. COMPLETE ALL SECTIONS THAT ARE APPLICABLE AT THIS TIME AND FORWARD TO YOUR DEPARTMENT CHAIR OR SUPERVISOR FOR SIGNATURE.

OPTION A: RETIREMENT (choose 1 of the 3 options below and sign the Declaration)

B.1. Normal Retirement

Normal retirement is defined as the June 30 coincident with, or following, the attainment of age 65.

The effective date of my normal retirement is _____

B. 2. Early Retirement

Early retirement is defined as a decision to terminate employment at any date following the attainment of age 55 but prior to the normal date of retirement.

I intend to retire on _____

and I intend to retire on that date.

B. 3. Deferred Retirement

Deferred retirement is defined as any date beyond the normal date of retirement.

I intend to retire on _____

Declaration:

I understand that my retirement date is irrevocable; however, this date may be amended to an earlier date with sufficient notice.

SIGNATURE OF STAFF MEMBER

OPTION B: PHASED RETIREMENT (complete the section below only if you are choosing PHASED retirement)

Phased Retirement (Article 18.09)

Faculty and FSO Agreements: A Staff Member shall be entitled to either a phased pre-retirement period of employment OR a phased post-retirement period of employment, provided the appropriate notice periods are complied with.

APO Member Agreement: A Staff Member may submit an application for phased pre or post retirement to their Supervisor. The Supervisor may approve or reject the application, or the Supervisor and Staff Member may agree on a modified arrangement. **Librarian Agreement:** A Staff Member may submit an application for phased pre or post retirement to the Chief Librarian. The Chief Librarian may approve or reject the application, or the Chief Librarian and Staff Member may agree on a modified arrangement.

Comprehensive Status: Agreed Items Accompanying Mediator's Report as at Mar 3, 2022, 630pmMT

ALL AGREEMENTS: At least three (3) months prior to completing arrangements for a phased retirement period, the Department Chair (or Supervisor or Chief Librarian) shall provide in writing to the Staff Member the assignment of duties required under the part time status and the Department Chair (or Supervisor or Chief Librarian) and the Staff Member shall agree in writing on the expectations of the Staff Member in duties expected but not directly assigned.

C.1. INDICATE ONE TYPE OF PHASED RETIREMENT PERIOD OF EMPLOYMENT:

Pre-retirement

OR

DATE

Post-retirement

C. 2. INDICATE PERIOD OF:

PHASED PRE-RETIREMENT

(END DATE COINCIDES WITH RETIREMENT DATE INDICATED IN PART B)

Option 1: Leave without pay from 50% of duties at 50% salary for maximum two years

Option 2: Leave without pay from 66 2/3% of duties at one-third pay for maximum three years

Option 1: Part-time re-employment at 50% of full-time duties with 50% of salary for a maximum of two years

Option 2: Part-time re-employment at one-third of full-time duties with one-third pay for a maximum of three years

SIGNATURE INDICATES ACKNOWLEDGMENT:

NAME OF DEPARTMENT CHAIR OR SUPERVISOR

OR

PHASED POST-RETIREMENT

FORWARD TO THE DEAN OR VICE-PRESIDENT FOR SIGNATURE.

(START DATE COINCIDES WITH RETIREMENT DATE INDICATED IN PART B)

NAME OF DEAN OR VICE-PRESIDENT

TO

START DATE

END DATE

**FORWARD TO EMPLOYMENT SERVICES,
HUMAN RESOURCE SERVICES, AT 2-60
UNIVERSITY TERRACE FOR REVIEW.
EMPLOYMENT SERVICES WILL FORWARD TO
THE PROVOST.**

NAME OF PROVOST

SIGNATURE OF DEPARTMENT CHAIR OR SUPERVISOR

DATE

Appendix F.3: Copyright Regulations (2016) [Wholly Agreed]

1. Ownership

- 1.1 Pursuant to Article 11.02, a Staff Member who creates a Work resulting from or connected with the Staff Member's duties or employment owns copyright in the Work. However, the University owns or has an interest in Works as provided in paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, 3.1, 5.1, and 5.2 of this Appendix F.3.
- 1.2 For the purposes of this Appendix F.3 and Article 11, "Work" or "Works" means anything in which copyright subsists pursuant to the *Copyright Act (Canada)*, whether published or unpublished. For greater certainty, Work includes: architectural works, artistic works, choreographic works, cinematographic works, collective works, dramatic works, literary works, musical works, compilations, performers' performances, sound recordings and communication signals, all as defined in the *Copyright Act (Canada)*.
- 1.3 A creator has moral rights in a Work, as provided under the *Copyright Act*. The Parties endorse and support the creator's right to manage those moral rights.
- 1.4 If a Staff Member creates a Work
- (a) in the course of performing administrative or management duties or activities for the University, a Department, or a Faculty, including all units therein associated (e.g., Centres and Institutes); or
 - (b) for the purposes of a committee or group of a Department, Faculty, or the University;
- then the University owns copyright in the Work.
- 1.5 If a Staff Member creates a Work pursuant to a written agreement between the Staff Member and the University, that agreement shall address the University's arrangement with the Staff Member regarding ownership or other interest in that Work.
- 1.6 If a Staff Member creates a Work under a sponsored research funding agreement with a third party funder, copyright ownership and licensing are governed by the terms of the sponsored research funding agreement. Because the University shall enter into the sponsored research funding agreement with the sponsor, the University has the right to obtain from the Staff Member an assignment or licence of the copyright as necessary to fulfill its obligations to the sponsor under the sponsored research funding agreement. However, the Staff Member cannot unilaterally assign or licence Works that are not wholly owned or created by that Staff Member.
- 1.7 If a Staff Member creates a Work under any other agreement between the University and a third party, including but not limited to a secondment agreement or facility access agreement, copyright ownership and licensing are governed by the terms of the agreement between the University and the third party. To avoid any need for the Staff Member personally to transfer or agree to transfer rights relating to the Work to the third party (which may entail the personal liability of the Staff Member), the University has the right to obtain from the Staff Member an assignment or licence of the copyright as necessary to fulfill its obligations to the third party under the agreement. However, the Staff Member cannot unilaterally assign or licence Works that are not wholly owned or created by that Staff Member.

2. University Licence

General Principles

- 2.1 Subject to paragraphs 2.2 to 2.9 inclusive, the University is and shall be entitled to an immediate, non-exclusive, royalty-free, non-transferable, irrevocable licence to use any Work created or produced by a Staff Member that results from or is connected with the Staff Member's duties or employment, for all purposes within the University's approved mandate pursuant to the *Post-Secondary Learning Act (Alberta)*.
- 2.2 The purposes referred to in paragraph 2.1 include, but are not be limited to, unit accreditation, unit or University marketing, and any not-for-profit activity.
- 2.3 The licence contemplated by paragraph 2.1 does not apply if, as a result of reasonable academic or pedagogical publishing practice, a Staff Member must assign copyright to a Work to a third party as a condition of publication. In such a case, the Staff Member shall make best efforts to cause the third party to provide a licence to the University in relation to the Work, such licence containing terms that are analogous to those described in paragraph 2.1.
- 2.4 The licence contemplated by paragraph 2.1 does not preclude a Staff Member from agreeing with the University to grant any additional licence or other rights in and to a Work to the University.
- 2.5 A Staff Member, reasonably believing that their Work is unsatisfactory for a proposed use due to outdated, incompleteness, negative impact on the professional reputation of the Staff Member, or other academic grounds, may amend the Work or require that its use be withheld.

Limited Exception – Works Created to Fulfill Assigned Course Responsibilities

- 2.6 Except in the cases described in paragraphs 2.7 to 2.9 inclusive, the licence contemplated by paragraph 2.1 does not apply to any Work created by a Staff Member to fulfill assigned course responsibilities under Article F3.01.2.
- 2.7 The licence contemplated by paragraph 2.1 includes those elements of a course outline that set out the information required by General Faculties Council policy, as described in the University Calendar.
- 2.8 If a Staff Member is unable or unavailable to deliver all or part of a course duly assigned to that Staff Member, the University may use the Work described in paragraph 2.6 to complete the delivery of the course. Such a licence will not be irrevocable, but instead will be for the duration of the course in that academic year.
- 2.9 The University may use a Work described in paragraph 2.6 for the purposes of unit accreditation, in connection with transfer credit determinations or as the University may be required to meet its obligations to students.

3. Computer Programs and the University Patent Policy

- 3.1 In addition to this Appendix F.3, the University Patent Policy shall apply to a computer program that is patentable intellectual property.

4. Conflict of Interest and Conflict of Commitment

- 4.1 The University has an interest in ensuring that Works created by its own Staff Members are not used to compete with or undermine the University's educational mission or activities. Therefore, a Staff Member's creation and use of Works in which the Staff Member owns copyright remain subject to the University's conflict of interest and conflict of commitment policies.

5. Collaborative Works

- 5.1 Works created collaboratively by students, staff, faculty and/or others present special challenges with regard to copyright. Such works may be owned in whole or in part by the University, or the University may have rights in and to those Works if they fall within one of the categories described in paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix F.3.

- 5.2 Subject to paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix F.3, if a Work is created by a Staff Member and one or more other individuals governed by University collective agreements, policies, and procedures, as between the University and that Staff Member and the individual or individuals, each person's rights and obligations relating to the Work shall be determined by the applicable University collective agreements, policies, and procedures. In the case of some collaborative Works, especially those involving members of different categories of persons within the University community, the parties involved may decide to assign copyright to the University in order to coordinate distribution, use, and (when appropriate) revenue sharing.

- 5.3 If a Work is created by a Staff Member and an individual or individuals who are not subject to University collective agreements, policies, and procedures, ownership of copyright will be decided in accordance with:

- (a) a written agreement between that Staff Member and that individual or those individuals;
- (b) a written agreement between the University and another organization; or
- (c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix F.3 will apply to any interest held by the Staff Member, with the necessary changes.

6. Guidelines

- 6.1 The University may publish guidelines, recommendations, and explanatory notes which shall not form part of this Appendix F.3, to assist Staff Members and others to structure collaborations in ways that maximize certainty and minimize conflicts respecting interests in Works, and to assist in the application or use of this Appendix F.3.

Appendix F.4: The University's APO Position Evaluation Plan [Wholly Agreed]

Introduction

Basically, the University's APO Position Evaluation Plan consists of 3 separate, but related, elements. These are:

- a) position description;
- b) job evaluation; and
- c) salary range establishment.

A. POSITION DESCRIPTION

- 1) The first step is the preparation of a formal position description. Such a description serves as the basis for the evaluation of the job and the resulting salary range assigned to it. In addition, the description may be used as an aid in analyzing the organizational and operating needs of the department, and as a basis for the Staff Member and their Supervisor to have a common understanding of the position which, in turn, will be useful in the performance appraisal process. There is a common reference point for the setting of goals and standards of performance and for the appraisal of that performance.
- 2) Position descriptions are normally prepared jointly by the incumbent and his/her Supervisor or by the Supervisor if the position is vacant. Assistance with the process of writing position descriptions is available from Human Resource Services.
- 3) When the position description has been approved by the required parties, a copy shall be sent to Human Resource Services. Copies should be retained in the files of the incumbent, the Supervisor, the appointing officer and any appropriate intermediate Supervisors.
- 4) Copies of all position descriptions shall be kept on file by the person so designated under 7.06 of the Agreement. Any APO may examine any description included in such file by request to the designated person.

B. JOB EVALUATION USING THE HAY METHOD OF JOB EVALUATION¹

- 1) Jobs are evaluated by the Provost and Vice-President (Academic) or designate through the use of the Hay Guide Chart ® Profile Method of Job Evaluation. It is the purpose of such evaluation to relate the value of each position in the APO category to every other position in that category so as to locate it in the University's salary structure. The goal of the exercise is to attempt to obtain internal equity in the salary ranges assigned to the various APO positions.
- 2) Job evaluation will always have a degree of subjectivity; it is a judgmental process. Use of the Hay Guide Chart is an attempt to make the procedure as objective as possible.
- 3) It is the job that is being evaluated and not the incumbent. The position is evaluated as it has been described in the position description submitted and from information provided by the incumbent and his/her Supervisor. There will be cases where a Supervisor wishes to change the responsibilities of a position and wishes to have it evaluated before the incumbent actually performs those new duties. Similarly, newly established positions are evaluated on the same basis, before an incumbent performs them. An evaluation takes no account of the present salary of the incumbent or of a salary proposed for an incumbent or that for a new appointee.
- 4) The total evaluation of a job consists of the point values arrived at with the 3 measurement criteria of Know-How, Problem-Solving, and Accountability. This procedure attempts to answer 3

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basic questions about any position in the APO category:

- a) What does the Staff Member in the position need to know to perform satisfactorily? (Know-How)
- b) How much analytical thinking is required to perform the job? (Problem-Solving)
- c) What does the position contribute toward the goals of the department and the University? (Accountability)

Each of the above criteria is discussed in more detail below.

5) Know-How

This is the sum total of every kind of skill, however acquired, required for acceptable performance. It has both breadth (comprehensiveness) and depth (thoroughness). Thus, a job may require some knowledge about a lot of things, or a lot of knowledge about a few things. The total Know-How is the product of breadth times depth.

This concept makes it practical to weigh and compare the total Know-How content of different jobs in terms of "how much knowledge about how many things." It also takes into consideration:

- a) The requirement for specialized, technical or practical Know-How;
- b) The requirement for breadth of Know-How to integrate different kinds of managerial activities. (This, obviously, applies to management jobs);
- c) The requirement for human skills in motivating people.

6) Problem-Solving

- a) This is the amount of original, self-starting thinking required by the job for analyzing, evaluating, creating, reasoning, arriving at and making conclusions.
- b) Treated as a percentage utilization of Know-How in solving problems it measures the intensity of the mental process that employs Know-How to identify, define and resolve a problem. Its two dimensions have to do with the environment in which the problem solving takes place -- the limits and controls over original thinking and the kind of thinking necessary.

7) Accountability

This is the measured effect of the job on end results. It has 3 interrelated dimensions:

- a) The freedom to act;
- b) The job's impact on end results;
- c) The magnitude of the end result which the job most clearly affects.

The first dimension is measured by the existence or absence of personal procedural control and guidance; the second, in 4 degrees of increasing effect (remote, contributory, shared and primary); the third, by the size, generally expressed in dollars, of the area in which the job makes its impact.

- 8) In measuring the 3 basic criteria, and the sub-criteria, the Hay Guide Charts are used. These charts consist of a series of numerical values devised so as to enable the evaluator to organize judgements concerning the jobs.
- 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.
- 10) Jobs are evaluated relative to other jobs which are also being, or have already been, evaluated. It cannot be emphasized enough that this is a relative process.

- 11) The final result of the evaluation process is the assignment of a number of Hay Points to a particular position. The number of points assigned is one of the two keys in establishing the salary range for the position, principles of which are discussed in Section C, below.

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.

Questions concerning the Hay Guide Chart ® Profile Method of Job Evaluation should be directed to Human Resource Services.

Appendix F.5: Guidelines for Transfer, Placement & Job Transition Assistance [Wholly Agreed]

~~F10.02.3—The Vice-President shall meet with the APO Member and explore with the APO Member the options of:~~

- ~~a) reassignment or retraining and reassignment in accordance with the procedures of Appendix F.5, or~~
- ~~b) lay-off of the APO Member.~~

~~Both the APO Member and the Vice-President may be accompanied by an advisor.~~

~~F10.04.5—The University shall provide placement and job transition assistance to a laid-off APO Member, at University expense, subject to certain maxima and time limits Guidelines are in Appendix F.5.~~

The following ~~are guidelines are an attempt to interpret and apply the provisions of for~~ Articles F10.02.3 and F10.04.5. As they are "guidelines" (and not part of the basic Agreement) none of these are appealable/grievable ~~under Articles 14 and 15 of the Agreement. The Vice-Provost and Associate Vice-President (Human Resources) shall be the contact for questions about the application of these guidelines.~~

A. Transfer

1. If a Staff Member is to be laid-off under Article F10 of the Agreement, prior to such lay-off, the appropriate officer will inquire about the possibilities of transferring the Staff Member to another position at the University (APO, support, term, etc.). No such inquiry will be carried out if the Staff Member does not wish it to occur.
2. A Staff Member will not be transferred to another position unless:
 - a) the Staff Member is qualified to carry out the duties of the new position,
 - b) the supervisor of the new position accepts the transfer,
 - c) the Staff Member accepts a probationary appointment (if the Supervisor so stipulates), and
 - d) the Staff Member agrees to participate in any training program required by the Supervisor, prior to the Staff Member assuming the transferred position.
3. The decisions on transfer of a laid-off Staff Member will be made by the appropriate Vice-President, whose decisions are final.
4. If a transferred Staff Member is placed on a probationary appointment, the length of probation will normally not be longer than one year.
5.
 - a) If a transferred Staff Member is placed on a training program prior to assumption of the new appointment, this period will not normally constitute part of a probationary period.
 - b) A training period will not be longer than one year.
 - c) While on a training program, the transferred Staff Member will be paid at the salary scale which they will be paid when beginning work in the new position; full benefit participation will apply during this period.
6.
 - a) If a Staff Member agrees to a transfer, the severance payment to which they were entitled under Article F10.04 will be held in abeyance.
 - b) A transferred Staff Member who does not satisfactorily complete a probationary appointment will receive the severance payment to which they were entitled under

- Article F10.04, such payment to be made on or about the last day of the probationary period.
- c) If a transferred Staff Member successfully completes a required probationary period, or voluntarily resigns from or retires from the position to which the Staff Member was transferred, the Staff Member waives the severance to which the Staff Member would otherwise be entitled under Article F10.04.
7. A Staff Member may be transferred to a support staff position. To the extent possible under the NASA Agreement, the service of the Staff Member will be recognized, e.g. vacation entitlement. The regular support staff salary rates and benefits will apply to the transferee's appointment.
 8. The University undertakes to make the detailed arrangements regarding transfer as quickly as possible following the decision to lay-off the Staff Member under Article F10 and to keep the Staff Member apprised of all developments in this regard.

B. Placement and Job Transition Assistance

1. The University undertakes to assist Staff Members who have been laid-off under Article F10 in obtaining skills which will be helpful in obtaining alternative employment outside the University. Details of such assistance are set out in this section.
2.
 - a) If the Staff Member requests, the University will provide job transition assistance. This assistance may be provided in-house or by an outside firm, such decision to be made by the appropriate Vice-President, or delegate. The assistance will normally be provided for no more than 6 months. If an outside firm is used, the University will pay the cost thereof to a maximum which shall normally not exceed \$5,000.00, GST included.
 - b) Without restricting the generality of the foregoing, the job transition assistance may include:
 - exploration of career possibilities
 - assistance in resume preparation
 - financial consultation
 - career transition assessment
 - job search and networking skill building
 - psychological counselling or vocational coaching

Appendix F.6: Interpretation of Guideline for Article 40 F:10 Reorganization [Wholly Agreed]

The following is a **formal interpretation of guideline for Article F10: Reorganization** with respect to its application where two or more Departments merge, where there are APOs in the Departments being merged and where it is intended to create at least one APO position in the new merged Department. **This interpretation has been approved under the provisions of Article 28 of the 1995 APO Agreement.**

Interpretation

1. Each APO position in the Departments merged shall be eliminated under Article F10.01(a) ("that the position is no longer required").
2. The procedures of Articles ~~F10.02~~ **F10.02.1 - F10.02.5** shall apply **and all laid off APO members shall be entitled to notice and severance pay and any other entitlements in F10.04.1 – F10.05.**
3. If a new APO position is to be established in the newly merged Department, the incumbent APO Members in the Departments merged shall **automatically be invited to apply as** candidates for appointment to the new position **and the appropriate Vice-President shall so advise them,** in writing.
4. The competition for the new position will initially be restricted to APO Members from the Departments merged.
5. If there are no qualified candidates from the group under paragraph 4, above, the competition will be opened to other APO Members on campus and to outsiders.
6. Selection of the candidate will be in accordance with normal selection procedures.
7. **APO Members who decline the invitation to apply or who are** unsuccessful candidates who were from the Departments merged will be granted **notice and severance pay and other entitlements** under Article ~~F10.04~~ **F10.04.1 – F10.05.**
8. ~~Notwithstanding the foregoing, an APO from the Departments merged may not wish to be considered in the application of these procedures and, rather, be granted the severance associated with termination. In such an event, the APO may so apply to the appropriate Vice-President. The Vice-President shall consult with the Association and with appropriate administrative officers and may either~~
 - a) ~~approve the request, thereby authorizing the payment of a severance allowance whether or not other APO Members are eligible for the competition (which will be the normal case) or~~
 - b) ~~deny the request where the needs of the University can best be met, in the opinion of the Vice-President, by having the APO Member remain as a candidate.~~

Appendix F.7: Annual Report (PREPD) [Wholly Agreed]

University of Alberta
Administrative and Professional Officer (APO)
Annual Report: Performance Review, Evaluation, and
Professional Development (PREPD)

Annual Report for the period of April 1, _____ to March 31, _____

<p>Name:</p> <p>Title:</p> <p>Faculty/Department/Unit:</p>

Overview of Position

A. Primary Roles and Responsibilities

Insert a brief summary of primary roles and responsibilities; these may stay the same from year-to-year.

--

B. Changes in Duties

Insert a description of any changes in duties for this reporting period (short- or long-term assignments).

--

C. Core, Specific, or Professional Competencies

Each year, APOs and their supervisors are encouraged to identify a combination of **core**, **specific** or **professional** competencies, tailored to meet the needs of the unit and/or their job. Please provide examples of how you demonstrated those professional competencies in this section. Competencies may stay the same from year-to-year; only update this section should any of them changed during this reporting period. ***Please refer to the appendices for further description on these competencies.***

IDENTIFIED COMPETENCIES

Annual Report of Performance

A. Key Areas of Focus or Goals

List those key areas of focus or goals *as identified in the previous year* (refer to “Performance Plan for the Upcoming Year” section) and include a self-assessment of your performance in this section. Please note that wherever possible, individual goals should align with the direction and aspirations of the unit and/or the University. Goals can be a combination of strategic, developmental, or operational activities, and will typically fall within the following categories:

1. **Position Accountabilities:** Regular, on-going activities as generally described in the position description. Although job accountabilities usually remain the same, there is often a need to adjust processes or services to meet emerging needs.
2. **Contribution to University, Faculty, and Unit Goals:** The intent is to improve processes or service, enhance quality, or introduce new initiatives, services or technology. Examples include improvements related to quantity, quality, cost, cycle time; the introduction of new services, technologies, or processes to better serve students, clients, etc.
3. **Competency Development:** The improvement of how work is carried out, the quality and appropriateness of the relationships established, and increased commitment to the organization and work team through project work or specific assignments. Actual growth in these areas is enhanced through purposeful, structured feedback from appropriate sources to help determine achievement of this type of goal.

Key Area of Focus

B. Professional and Training Development Report

Please list all of your professional development and training activities and include an estimate of the total amount of time devoted to each initiative. Use this section to comment upon how these professional development opportunities broadened your skill set and/or further developed your competencies. These activities can either be formal and informal and are aimed at increasing knowledge, skills, abilities, or attitudes of the individual to perform his/her work. Professional development can include a combination of user-directed and/or organization-directed opportunities.

Examples of **formal development** may include attendance at seminars/workshops/conferences, service on university committees, internships, for-credit courses, leadership development, or professional certification. Examples of **informal development** may include peer mentorship, coaching, facilitation, project shadowing, and project participation. Individuals may share their external volunteer commitments in this section, if they are applicable to the workplace. **Research and scholarly activities** may include presentations, teaching, guest lectures, student advising, or publications.

Professional and Training Development Activities Not applicable
Informal Development Activities Not applicable
Research & Scholarly Activities Not applicable

C. Supervisor Summary Comments and Rationale for Increment

Note to the Supervisor: The APOs who report to you are important to your success in your role as a supervisor. They deserve your best efforts to ensure they, too, feel supported in their roles. The University recognizes supervisory responsibilities are not likely your sole areas of responsibility.

A good supervisor assists in setting goals and objectives, delegates, provides assistance and support, provides a climate for motivation, creates a supportive working relationship, emphasizes continuing

professional development and provides opportunities for future growth and advancement. Keep these objectives in mind while reviewing annual performance and establishing future goals using the PREPD tool. It will help you to ensure a good working relationship between you and the APO(s) who report to you.

Increment Recommendation *(to be completed by the supervisor)*

Following the assessment of your employees, please check the appropriate box for **performance rating and** increment recommendation, ~~both of which are is found below. See in the attached appendix for definitions of~~

~~performance ratings and increment recommendations.~~ In the case of no merit (0.0) increment recommendation, the recommendation shall be identified as meaning one of the following:

- ~~a) That maximum salary for the position has been reached but performance is marginal or above;~~
- ~~c) That performance while on authorized leave could not be properly evaluated; or~~
- ~~d) That performance is unsatisfactory.~~

a) performance requirements for Incrementation have been met but the maximum salary for the position has been reached;

b) performance requirements for Incrementation have not been met

<input type="checkbox"/>	3.0	<input type="checkbox"/>	2.75	<input type="checkbox"/>	2.5
<input type="checkbox"/>	2.25	<input type="checkbox"/>	2.0	<input type="checkbox"/>	1.75
<input type="checkbox"/>	1.5	<input type="checkbox"/>	1.25	<input type="checkbox"/>	1.0
<input type="checkbox"/>	0.75	<input type="checkbox"/>	0.50	<input type="checkbox"/>	Less than 1.0 (one) increment to salary ceiling
<input type="checkbox"/>	0.0 a	<input type="checkbox"/>	0.0 b	<input type="checkbox"/>	0.0 c
<input type="checkbox"/>	0.0 d				

Performance Rating *(to be completed by the supervisor)*

<input type="checkbox"/> Consistently Exceeded Expectations	<input type="checkbox"/> Met Expectations	<input type="checkbox"/> Marginal	<input type="checkbox"/> Unsatisfactory
---	---	-----------------------------------	---

Supervisor Comments:

Employee Comments:

Signatures

The Annual Report of Performance

The employee's signature below identifies that the employee received the appraisal from their supervisor and does not necessarily indicate agreement with the assessment. Should the employee disagree with their supervisor's assessment of their performance, comments should be made above or attached as a separate document.

Employee Signature

Date

Supervisor Signature

Date

Chair or Director Signature (*if applicable*)

Date

Dean or Vice-President Signature

Date

Performance Plan for the Upcoming Year

A. Key Areas of Focus and Goals

For many APOs, clarity around expectations is an important element of their success. Recognizing that work can be a moving target in a somewhat dynamic and ever changing environment, there is still great value in declaring certain aspirations and priorities for enhancing individual and work unit performance. This section of the PREPD process is designed to capture the most important emerging elements of work for the upcoming cycle. It is broken into two sections – the first, (A), will focus on strategic or operational outcomes, and the second, (B), is to address areas of professional development that can enhance the performance of the APO or allow them to achieve the goals set for the year. This necessitates a deliberate response that can often be anticipated and planned for in the upcoming year. Goals typically connect to operational activities that include on-going improvements, strategic initiatives introducing new or innovative activities, or behavior-based goals reflective of the desire to develop new skills or competencies.

Supervisors can support the development of goals by examining potential improvements in any of the 3 areas mentioned above. It is not unusual for strategic or operational goals to point to needed improvements in certain competencies or skills. Depending on the role of the APO, innovative goals may focus on increasing a return on investment, improving results, enhancing performance of the individual, or strengthening the impact and quality of collaborative relationships. There are many opportunities for coaching to support the overall development of an APO.

Outline the areas of focus and desired accomplishments for the next performance year. Both the APO and their supervisor should jointly complete this section. Areas of focus can be amended throughout the performance year. Any amendments should be captured here, as they arise, and reflected in next year’s Annual Report.

The Areas of Focus below are for April 1, _____ to March 31, _____.

Key Area of Focus

B. Proposed Professional Development Report

Please list those formal and informal professional development and/or training activities that you intend to pursue to the upcoming year and indicate how these activities will help you to reach your desired goals. Development may include a combination of user-directed and organization-directed opportunities and should be recognized as such within this section.

Formal development could include attendance at seminars/workshops/conferences, service on university committees, internships, for-credit courses, leadership development, or professional certification.

Examples of informal development include peer mentorship, coaching, facilitation, project shadowing, or project participation. Research and scholarly activities could include presentations, teaching, guest lectures, student advising, or publications.

Although it is not necessary to connect all professional development to current work, there is often an opportunity to help the APO develop new skills to ensure successful goal achievement. In many situations, the achievement of a new goal may require an enhanced ability to perform certain tasks, demonstrate competencies, or create new methods for carrying out work. Good conversations related to professional development encourage APOs to connect the dots between development and goal achievement.

Professional and Training Development Activities Not applicable
Informal Development Activities Not applicable
Research & Scholarly Activities Not applicable

Signatures

Upcoming Year's Performance Plan

The signatures below indicate that you have discussed the expectations for the coming year and agree to the proposed plans for professional development.

Employee Signature

Date

Supervisor Signature

Date

Annual Report: Performance Review, Evaluation and Professional Development (PREPD)

Appendix 1: Increment Recommendations and Performance Ratings Descriptions

Increment Recommendation	Performance Rating	Performance Description
>1.0	Consistently Exceeds Expectations	o Stated goals have been met or surpassed. Consistently exceed expectations in CORE and UNIT competencies. Exhibits continuous development and improvement. Acts as a role model for APO peers.
1.0	Met Expectations	o Stated goals/objectives and CORE Competencies have been met; acceptable performance in UNIT competencies has been demonstrated.
0.5 – 0.75	Marginal	o Some stated goals have not been met and/or does not meet minimal expectations in several CORE Competencies and/or some performance in some UNIT competencies is consistently deficient.
0.0 (a)	Consistently Exceeds Expectations Met Expectations Marginal	o The maximum for the salary for the position has been reached but performance is marginal or above. o Performance requirements for Incrementation have been met but the maximum salary for the position has been reached.
0.0 (c)	Not applicable	o Performance while on an authorized leave could not be properly evaluated.
0.0 (d)	Unsatisfactory	o Performance is unsatisfactory. Critical goals have not been met and/or do not meet minimal expectations in a majority of CORE Competencies and/or performance in the majority of UNIT competencies is consistently deficient.

Appendix 2: Definitions of Competencies

Core Competencies

Core Competencies are applicable to all APOs who occupy a position at the University of Alberta. A description for each competency can be found below.

CORE COMPETENCY	DEMONSTRATION OF COMPETENCY DURING PERFORMANCE PERIOD
Commitment to Organization and Work Team	<ul style="list-style-type: none"> • Maintains a positive attitude toward organization, work team, and mission of the University of Alberta • Supports and models integrity, mutual respect, equity, and fairness. • Performs all duties with the highest level of ethical behavior • Serves on committees, provides leadership, and takes initiative beyond normal scope of stated duties and responsibilities.
Communication	<ul style="list-style-type: none"> • Communicates in a manner that is accurate, timely, clear, concise, and easy to understand. • Chooses appropriate audience, medium, and message.
<ul style="list-style-type: none"> • Ability to share information in an effective and collaborative manner 	

	<ul style="list-style-type: none"> • Gives and receives feedback • Listens effectively and seeks to understand underlying issues. • Adapts communication style to situation at hand.
Critical Thinking/Problem Solving/Decision Making <ul style="list-style-type: none"> • Ability to create solutions/explanations; does not just draw linear conclusions 	<ul style="list-style-type: none"> • Analyzes and evaluates information and situations, • Breaks down problems into understandable, actionable parts. • Identifies a variety of solutions and their impacts. • Uses analytical techniques to weigh different outcomes.
Job Knowledge	<ul style="list-style-type: none"> • Consistently applies and maintains the appropriate job, technical, and professional knowledge required to effectively perform the duties and responsibilities of this position.
Planning and Organizing <ul style="list-style-type: none"> • Ability to take a long-term, multidimensional view of issues, problems, options, resourcing, development, and implications; plans accordingly for a desired future state/vision. 	<ul style="list-style-type: none"> • Assesses situations, establishes clearly defined courses of action with clear objectives, and considers future outcomes (sets goals). • Organizes work efforts to accomplish goals (prioritizes). • Considers and plans for how present policies, processes and methods might be affected by future developments and trends. • Makes decisions, delegates, manages, implements, and evaluates outcomes. • Demonstrates reliability, accuracy, and a high quality of work • Supports and models strategic thinking
Initiative and Creativity	<ul style="list-style-type: none"> • Creates, introduces, and recommends new ideas/processes to improve quality, performance, and productivity.

Unit Specific or Professional Competencies

All units are encouraged to identify unit specific or professional competencies for individuals or for groups within a unit. Unit competencies should be developed in conjunction with the APO’s of the unit. The following are descriptions of example unit specific or professional competencies.

COMPETENCY	DESCRIPTION
Administrative Information Systems and Process	<ul style="list-style-type: none"> • Oversees activities related to continuing development, implementation, and support of administrative systems and processes.
Change Facilitation	<ul style="list-style-type: none"> • Responds to and works effectively in a changing and evolving environment. • Appreciates different perspectives on issues. • Demonstrates willingness to learn, adaptability to new technologies, flexibility when situations change, and the ability to work in an ambiguous environment.
Student/Client/Customer Focus	<ul style="list-style-type: none"> • Understands importance of service. • Communicates effectively to assess needs and establish win-win solutions that benefit all parties. • Achieves the highest level of satisfaction on a consistent basis. • Builds/participates processes.
Facilities and Operations Management	<ul style="list-style-type: none"> • Establishes life cycle planning. • Oversees activities related to the maintenance, repair, and renovation of all buildings and equipment. • Allocates teaching, research, and office space to faculty and staff. • Is responsible for future space planning, and special projects.
Financial Management	<ul style="list-style-type: none"> • Oversees financial activities: general accounting, budgetary controls, financial analysis, contracting, and purchasing for operating and trust budgets. • Supervises administrative support for research trust funding.

Leadership	<ul style="list-style-type: none"> ● Works towards positive outcomes. ● Demonstrates a commitment. ● Creates new and valuable ideas. ● Implements changes that result in value-added improvements. ● Assumes a leadership role that motivates and challenges others in constructive ways. ● Challenges the status quo in positive and proactive ways. ● Possesses sufficient energy and self-motivation to generate improvements and foster positive outcomes.
People Management/Staff Development	<ul style="list-style-type: none"> ● Demonstrates self-awareness. ● Listens, gives feedback, and assesses performance. ● Understands and values diversity. ● Develops and coaches staff. ● Implements strong HR practices: succession planning, cross training, vacation planning, recruitment and orientation. ● Prevents and resolves conflict. ● Respects differences in people, valuing diversity of opinion, and working synergistically with others to achieve goals.
Risk Management	<ul style="list-style-type: none"> ● Manages risk to an acceptable level in various domains: financial, human resource, capital projects, technology, environment, media, partner organizations, and government, funding agencies. ● Implements processes to ensure unit has minimum exposure to risk. ● Oversees investigations at unit level. ● Ensures all required documentation is accurate, complete, and secured.
Self-Development	<ul style="list-style-type: none"> ● Demonstrates self-awareness. ● Demonstrates personal level of commitment and motivation that focuses on continuous improvement. ● Understands own strengths and areas for improvement. ● Readily accepts feedback and constructive criticism in order to improve.
Teaching Support	<ul style="list-style-type: none"> ● Oversees activities in support of the academic program. ● Supervises administrative support for calendar updates, timetabling, undergraduate laboratories, and undergraduate programs.
Teamwork/Collaboration	<ul style="list-style-type: none"> ● Promotes "team spirit", partnering, and building alliances. ● Encourages dialogue, co-operation, and participative processes.

Suggested Process

The review period is April 1 to March 31 each year.

The following are guidelines for recommended timelines/ process:

Suggested Timeline	Process Step
By April 1	Supervisor will request annual report form from APOs.
By April 15	APO submits completed Annual Report to supervisor.
By April 30	APO and Supervisor meet to review/ modify and complete final copy of Annual Report.
By May 15	Dean/ Vice-President reviews supervisor's summary and increment recommendation.
By June 1	Dean or Vice-President submits increment recommendations to Provost or delegate for review and approval.
By July 31	Provost or delegate informs APO of final increment decision.

Appendix F.8: APO Member Salary Scales

Full-time APO Members
~~Effective July 1, 2018 to June 30, 2020~~
Effective July 1, 2020 to March 31, 2023

Appendix F.8: APO Member Salary Scales

Full-time APO Members
Effective April 1, 2023 to November 30, 2023
schedule to be included

Appendix F.8: APO Member Salary Scales

Full-time APO Members
Effective December 1, 2023 to June 30, 2024
schedule to be included

Located on the Human Resource Services website:

<https://cloudfront.ualberta.ca/-/media/hrs/pay-and-tax-information/salary-scales/apo-2020-2023.pdf>

Appendix F.9: Definitions[Wholly Agreed]

1. ~~“Department Chair” means the administrative head of an academic department (as per Article 1.12(a)) reporting to the Dean.~~

2. ~~“Acting” when referring to an officer of the University (President, Vice-President, Dean, Director, Department Chair, Supervisor or other Officer) means a person designated to act for the officer during the officer's absence; the person who is acting shall have the same authority and responsibility during the appointment as the officer has under the terms of this Agreement.~~

Schedule G

**TEMPORARY LIBRARIAN, ADMINISTRATIVE
AND
PROFESSIONAL ~~STAFF~~ OFFICER**

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[To be amended pending final agreement]

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Article G1: Appointments [Wholly Agreed]

- G1.01.1 "Temporary Appointment" means an appointment with a fixed or rolling term, which will be terminated at the expiration of the fixed/rolling term or which may be terminated earlier by resignation, retirement, death, or in accordance with the terms of this Agreement.
- G1.01.2 The appointment of a **FLAPS TLAPO** Member in a Faculty shall be made by the Dean; the appointment of a **FLAPS TLAPO** Member not in a Faculty shall be made by the appropriate Vice-President. The appointment of a **FLAPS TLAPO** Member shall be evidenced by the letter of appointment, an example of which is shown in Appendix G.1.
- G1.01.3 The parties agree that, where possible, persons holding doctoral level qualifications or the equivalent professional qualifications shall receive preferential consideration in making appointments.
- G1.01.4 The parties agree that appointments shall be based on merit, taking into account the special considerations outlined in G2.02.3 and G2.02.4.
- G1.01.5 A **FLAPS TLAPO** Member shall be appointed to a Temporary Appointment for the term stated in the letter of appointment and may be either a full-time or part-time appointment for professional and administrative duties and for librarian duties and shall include rolling term appointments.

Special Conditions

- G1.02.1 A Dean or Vice-President may appoint a **FLAPS TLAPO** Member with special conditions which are at variance with the terms of this Agreement provided:
- a) the variations are in writing and are included in or appended to the letter of appointment; and,
 - b) the variations have been approved in writing by the Vice-President after consultation with the President of the Association and prior to the offer being made.
- G1.02.2 The Vice-President may approve special conditions which are at variance with the terms of this Agreement and which are agreed to subsequent to the original appointment of a **FLAPS TLAPO** Member provided:
- a) ~~the variations have been recommended by a Dean and are approved in writing by the **FLAPS TLAPO** Member and the President of the Association.;~~ **and;**
 - b) ~~the Vice-President has consulted with the President of the Association prior to approval.~~

Removal Grants

- G1.03 A **FLAPS TLAPO** Member appointed on a full-time basis upon appointment may be eligible for a removal grant toward expenses necessarily and reasonably incurred in moving to Edmonton which shall be based on removal from the place of residence. Regulations governing removal grants shall be established from time to time by the Board after consultation with the Association and are appended as Appendix G.2.

Basic Conditions

- G1.04.1 A **TLAPS TLAPO** Member shall be provided appropriate workspace and reasonable access to support services for the discharge of responsibilities.
- G1.04.2 A **TLAPS TLAPO** Member shall be provided with a University library card with the termination date of such card to be the later of the termination date of the **TLAPS TLAPO** Member's contract of appointment or the next following August 31.

Article G2: Renewal of Appointments

- G2.01.1 Following an assessment of satisfactory performance, a **TLAPS TLAPO** Member who has an appointment for a rolling term shall have the terms of the appointment extended by one year (in the case of persons appointed on a 12 month basis), or one complete term (in the case of persons appointed on recurring terms of less than 12 months).
- G2.01.2 A **TLAPS TLAPO** Member who has an appointment for a rolling term and who receives an assessment of unsatisfactory performance shall be provided notice that the contract will terminate on the next following June 30 (or an earlier date for persons whose recurring terms end on a date prior to June 30). If the assessment is not completed by April 1, the **TLAPS TLAPO** Member shall receive a minimum of 3 months' notice of termination.
- G2.01.3 Notwithstanding Article G2.01.1., when the need ceases for the position held by a **TLAPS TLAPO** Member on a rolling term contract, or when the funding for the appointment is no longer available or sufficient, the Dean or Vice-President shall so inform the TLAPS Member in writing. The appointment of the **TLAPS TLAPO** Member shall terminate on the next following June 30. If the information is not provided by April 1, the **TLAPS TLAPO** Member shall receive a minimum of 3 months notice of termination. The **TLAPS TLAPO** Member shall receive a severance allowance in accordance with Article G10.04.

Advertising of Positions

- G2.02.1 Recruitment, including the advertising of positions, shall be conducted in accordance with the policies, procedures and protocols of the University, as amended from time to time.
- G2.02.2 Notwithstanding Article G2.02.1, prior to advertising full-time or part-time positions available with the status of Term or Rolling Term, a Supervisor shall notify current **TLAPS TLAPO** Members in the Unit of such positions, either directly or through a posting, and provide them with the opportunity to indicate their interest in the positions available.
- G2.02.3 A **TLAPS TLAPO** Member who has indicated their interest in an available position per Article G2.02.2, shall be considered before any other candidates and shall be appointed provided they possess:
- a) the required academic qualifications in accordance with the position description;
 - b) the qualifications to perform the required duties; and
 - c) the quality and effectiveness of previous service as determined by the Employer.

- G2.02.4 Where two or more candidates possess the criteria set out in Article G2.02.3, the candidate assessed to be the most qualified as against those 3 criteria will be selected. If they are assessed as relatively equal, the candidate with the greatest length of service will be selected.

Conversion

- G2.03.1 A **TLAPS TLAPO** Member who has served 6 continuous years of full-time employment whether in a rolling term or in successive term appointments shall **have their current appointment converted** ~~be considered by their Supervisor for conversion of their current appointment~~ to a (continuing) APO appointment, performing the same duties. ~~A decision of the Supervisor may be appealed to the appropriate Vice-President whose decision shall be final and binding.~~
- G2.03.2 The application of Article G2.03.1 shall not require the **TLAPS TLAPO** Member to serve any probationary period **if when** their **TLAPS TLAPO** Member appointment is converted to a continuing APO appointment.

Article G3: University Responsibilities[Wholly Agreed]

- G3.01 The general duties of a **TLAPS TLAPO** Member shall be specified in the letter of appointment. A job description shall be attached to the letter of appointment. Specific duties shall be assigned by the Supervisor.

Service

- G3.02 The degree of participation in the governance of the University and other service responsibilities may vary from **TLAPS TLAPO** Member to **TLAPS TLAPO** Member and from time to time. Participation may be initiated by the **TLAPS TLAPO** Member.

Dispute Resolution

- G3.03 If there is a dispute with respect to a **TLAPS TLAPO** Member's responsibilities, the **TLAPS TLAPO** Member shall have recourse to the Supervisor, the officer to whom the Supervisor reports, and to the appropriate Vice-President. The decision of the Vice-President shall be final and binding.

Article G4: Supplementary Professional Activities (SPA) [Wholly Agreed]

Application

- G4.01 This Article G4 shall apply exclusively to all full-time **TLAPS TLAPO** Members.

Scope and Context of SPA

- G4.02.1 A **TLAPS TLAPO** Member who is a full-time employee has a primary obligation to fulfil University responsibilities. The **TLAPS TLAPO** Member shall remain current with recent developments in the discipline through personal professional development.
- G4.02.2 One means of accomplishing professional development may be through professional activity which is supplementary to the primary obligations to the University.

G4.02.3 Subject to the provisions of this Article G4, a **TLAPS TLAPO** Member may engage in SPA. SPA shall not prevent, hinder or unduly interfere with the **TLAPS TLAPO** Member's primary responsibilities.

Definition of SPA

G4.03 Without restricting the generality of the term SPA, this category shall include any of the following:

- a) employment in any capacity by another employer including the carrying out of teaching duties, e.g., summer session at another university;
- b) consulting;
- c) personal services contract;
- d) private practice of the **TLAPS TLAPO** Member's profession, e.g., medicine, nursing, law, etc.

Approval of SPA

G4.04.1 A **TLAPS TLAPO** Member shall obtain written approval of the Supervisor prior to undertaking major SPA. Prior to approving SPA, the Supervisor shall ensure that primary University responsibilities will be performed satisfactorily.

G4.04.2 If there is a dispute with respect to a **TLAPS TLAPO** Member's SPA, the **TLAPS TLAPO** Member shall have recourse to the Dean and the Vice-President, in that order. The decision of the Vice-President shall be final and binding.

G4.04.3 The conditions governing SPA are set out in Appendix G.3.

Article G5: Delegation [Wholly Agreed]

G5.01 The Board confirms delegation of its powers, duties and functions for the performance of its responsibilities contemplated by the terms of the Common Agreement and this Schedule G (with the power to subdelegate as set out in this Article), including responsibilities assigned to a person or committee pursuant to:

- a) Article G1 – Appointments
- b) Article G2 – Renewal of Appointment
- c) Article G6 – Evaluation
- d) Article 7 – Discipline
- e) Article G10 – Lay Off

G5.02 The authority of any party described in Article G5 to delegate responsibilities under this Article includes the authority to revoke those delegated responsibilities and to exercise those responsibilities directly. The revocation of a delegated responsibility does not nullify decisions, order, directions or recommendations made at the time the delegation of responsibilities remained in effect.

G5.03 A senior administrator of the University may delegate to another senior administrator of the University or to a **TLAPS TLAPO** Member any of the responsibilities assigned in the Common Agreement and this Schedule G to the senior administrator, subject to approval in writing by the administrator to whom the senior administrator reports.

- G5.04 The President of the Association may delegate any responsibility to another member of the executive of the Association or to the Executive Director of the Association.
- G5.05 All delegations of responsibility and revocations of delegation under this article shall be in writing.
- G5.06 If, in the Common Agreement or this Schedule G, a decision is to be made by the Association, the decision shall be made by the President of the Association subject to such restriction as the Association, acting in accordance with its bylaws, may determine. Any Association policy which restricts the ability of the President of the Association to act shall be communicated in writing to the Provost.

Article G6: Evaluation [Wholly Agreed]

- G6.01.1 The performance of a **FLAPS TLAPO** Member shall be evaluated in accordance with this Article G6.
- G6.01.2 The Supervisor shall be responsible for the evaluation procedures.
- G6.01.3 **FLAPS TLAPO** Members in the Library may be reviewed in accordance with procedures for evaluation recommended by Library Council and approved by the Provost following consultation with the Association.

Procedures for Review

- G6.02.1 The review of performance shall be based on criteria of performance set out in the **FLAPS TLAPO** Member's job description and assignment of duties.
- G6.02.2 The Supervisor shall meet with the **FLAPS TLAPO** Member to discuss performance, if the **FLAPS TLAPO** Member so requests.
- G6.02.3 The Supervisor shall determine whether performance was:
- a) exemplary,
 - b) satisfactory, or
 - c) unsatisfactory.

Timing

- G6.03 Evaluation shall be concluded prior to June 30 for assessing all performance in the previous academic year and decisions shall be conveyed to the **FLAPS TLAPO** Member in writing by July 15.

Application

- G6.04 The evaluation and decision shall be used:
- a) to provide a formal appraisal of services;
 - b) to award Increments in accordance with G9.02;
 - c) to decide on the extension of rolling term appointments in accordance with G2.01;
 - d) as information to determining future appointments under this Agreement.

Opting out of the Annual Performance Review Process

- G6.05.1** Each year, a TLAPO Member who has reached the Max Salary for Range pursuant to Appendix G.6 may request to opt out of the annual performance review process as follows:
- a) the TLAPO Member shall submit to their Supervisor a one-page report summarizing their accomplishments in the current year, and goals for the next year (as applicable); and
 - b) the report shall be submitted no later than February 1.
- G6.05.2** If the Supervisor, after review of the report, decides that satisfactory performance has been established, then the opt out request shall be approved and the TLAPO Member's performance shall be cited in accordance with Article G6.02.3 b).
- G6.05.3** If the Supervisor, after review of the report, decides that satisfactory performance has not been established, then the TRAS member shall be notified in writing that the request for opt-out is denied and that the normal annual performance review process shall be followed. The notification shall be provided no later than March 1.
- G6.05.3** The Supervisor's decision pursuant to Article G6.05.3 shall be final and binding.

Article G7: Termination [Wholly Agreed]

- G7.01 The term of an appointment shall be indicated on the letter of appointment (Appendix G.1). There is no obligation on the University to extend the appointment beyond that term or to reappoint the ~~TLAPS~~ TLAPO Member.
- G7.02 A ~~TLAPS~~ TLAPO Member may resign during the term of appointment. The ~~TLAPS~~ TLAPO Member is encouraged to give one month's notice, in writing, to the Dean or the Vice-President who made the original appointment.
- G7.03 On termination, a ~~TLAPS~~ TLAPO Member must return all University property to the appropriate departmental officer.

Article G8: Benefits

Vacation

- G8.01.1 Each ~~TLAPS~~ TLAPO Member whose term of appointment is for 12 months or longer shall be entitled to an annual vacation of 22 days.
- G8.01.2 Each ~~TLAPS~~ TLAPO Member whose appointment is for less than 12 months shall receive pay in lieu of vacation equal to 4% of salary payable.
- G8.01.3 Salary in lieu of vacation shall not be paid to ~~TLAPS~~ TLAPO Members except as indicated in Article G8.03.2.
- G8.01.4 Unused vacation time may not be carried forward from year to year without the advance written consent of the Vice-President or Dean.

Pension

- G8.02.1 The Board shall pay to **FLAPS TLAPO** Members whose appointment is for 12 months or longer and who are full-time and who are not participating in the UAPP, a monthly amount equivalent to the employer contributory rate to UAPP for current service.
- G8.02.2 Notwithstanding Article G8.02.1, a **FLAPS TLAPO** Member who is a participant in the UAPP on September 1, 1998 and who wishes to continue to be a participant, shall be eligible to do so or, at the **FLAPS TLAPO** Member's option, may opt for the benefit under Article G8.02.1. If the **FLAPS TLAPO** Member opts for the benefit under Article G8.02.1, the **FLAPS TLAPO** Member shall inform the Employee Programs Office, Human Resource Services, in writing of the decision not later than September 30, 1998. If the **FLAPS TLAPO** Member does not opt for the benefits under Article G8.02.1, participation in the UAPP shall continue.

Benefits

- G8.03.1 A **FLAPS TLAPO** Member whose appointment is for 8 months or longer and who is full-time, shall participate in the benefit plans set out in Appendix G.5, in accordance with eligibility restrictions stated therein. These benefits are Alberta Health Care Insurance, Supplementary Health Care, Professional Expense Reimbursement, Remission of Tuition Fees, Life Insurance, Dental Care, and Long Term Disability Insurance.
- G8.03.2 A **FLAPS TLAPO** Member whose appointment is part-time or is less than 8 months in duration is currently not eligible for the benefit programs.
- G8.03.3 In lieu of the benefit programs, the Board shall pay to a **FLAPS TLAPO** Member whose appointment is part-time or is for less than 8 months in duration, an amount equal to 3% of salary.

Eligibility

- G8.04.1 A **FLAPS TLAPO** Member who has been granted leave with full pay shall remain eligible for full participation in the benefit programs under this Article G8. (Benefits coverage for a **FLAPS TLAPO** Member on Maternity Leave shall be in accordance with Article 8.06.4(b).)
- G8.04.2 A **FLAPS TLAPO** Member who is not eligible for Alberta Health Care because of a failure to meet residency requirements is not eligible for coverage under Alberta Health Care or Supplementary Health Care. Such a **FLAPS TLAPO** Member is eligible to participate in the University's Health Insurance Plan as set out in Appendix G.5 in accordance with eligibility restrictions stated therein.

Article G9: Salaries and Increments [Wholly Agreed]

Salaries

- G9.01.1 The minimum salary for a **TLAPS TLAPO** Member performing Librarian duties and who is full-time shall be the same as the minimum salary for Librarian 1 in the tenure-track. The salary minimum for such a **TLAPS TLAPO** Member who is part-time shall be proportional to the foregoing.
- G9.01.2 Salary rates for **TLAPS TLAPO** Members performing administrative or professional duties shall be determined by the following procedures:
- a) Prior to making an offer of appointment, the appointing officer shall discuss an appointment salary range with the Provost or his designate. The primary purpose of this consultation is to maintain salary equity in **TLAPS TLAPO** Members' appointments.
 - b) Where required, the appointing officer may request a variation in the range for market or recruitment reasons.
 - c) A **TLAPS TLAPO** Member may submit a written request for a review of the salary, citing reasons for such request.
 - d) On receipt of a request for salary review, the Vice-President or his designate shall conduct a review and may adjust the salary levels.
- G9.01.3 The salary rates referenced in Article G9.01.1 and G9.01.2 are minima. Salary levels above the minimum shall continue to be possible. For **TLAPS TLAPO** Members holding existing contracts of employment, which are more beneficial than these minima, the existing contract shall continue to apply.
- G9.01.4 Salary levels shall be determined and paid in accordance with Appendix G.6 and the guidelines outlined in Appendix G.4.

Increments

- G9.02.1 A **TLAPS TLAPO** Member shall receive an Increment if re-appointed to a subsequent term appointment, provided:
- a) that the evaluation of performance in the preceding year was at least satisfactory, and
 - b) provided the **TLAPS TLAPO** Member has received no more than 5 Increments in the past.
- G9.02.2 Additional Increments may be awarded at the decision of the appointing officer.
- G9.02.3 Increments shall take effect on July 1 or on the first date of reappointment after July 1 following the period of service covered by the Increment.
- G9.02.4 The value of Increments shall be 3% of base salary, except that the value of Increments for **TLAPS TLAPO** Members performing Librarian duties shall be the same as the value at the rank of Librarian 1.

Article G10: Layoff [Wholly Agreed]

- G10.01 This Article G10 shall not apply to those **FLAPS TLAPO** Members whose appointments terminate by the end of a current academic year (June 30).
- G10.02 In the case of **FLAPS TLAPO** Members other than those excluded under Article G10.01, if the appointing officer determines that the need for the appointment of a **FLAPS TLAPO** Member no longer exists or that funding for the appointment is no longer available or is insufficient, the appointing officer shall so advise the **FLAPS TLAPO** Member, in writing, and the appointment of the **FLAPS TLAPO** Member shall terminate under the terms and conditions of G10.03. A copy of the notice shall be sent to the Association.
- G10.03 Prior to sending the notice, the appointing officer shall meet with the **FLAPS TLAPO** Member to discuss the recommendation. The **FLAPS TLAPO** Member shall have the right to be accompanied at such a meeting by a representative of the Association.
- G10.04 If an appointment of a **FLAPS TLAPO** Member is terminated under G10.02, the following conditions shall govern notice and severance:
- a) The notice period shall be 3 months;
 - b) Where the **FLAPS TLAPO** Member's service to the University up to the date of termination advice under G10.02 is less than one year, the **FLAPS TLAPO** Member shall not be entitled to severance upon termination;
 - c) Where the **FLAPS TLAPO** Member's service to the University up to the date of termination advice under G10.02 is one year or more, the **FLAPS TLAPO** Member shall be entitled to severance of one month's salary for each year of service, to a maximum of 9 months' salary;
 - d) Notwithstanding the foregoing, the appointing officer may offer the **FLAPS TLAPO** Member whose appointment is being terminated under this Article G10 an alternative appointment and, if so, a new contract shall be entered into between the University and the **FLAPS TLAPO** Member and the rules under this Article G10 shall be amended appropriately.
- G10.05 During the notice period, the **FLAPS TLAPO** Member shall perform such duties as may be assigned or be placed on leave with full pay or be required to take any accumulated vacation, or a combination of the foregoing; after discussion with the **FLAPS TLAPO** Member, the Supervisor shall decide which of the foregoing shall apply.

[Wholly Agreed]

Appendix G.1: Letter of Appointment

[Office Name]



[enter date]

Dear [Name]:

On behalf of the Board of Governors of the University of Alberta, I am pleased to offer you a formal appointment to the academic staff of the University of Alberta in accordance with the terms set forth below. Should you accept this offer, your employment will be governed by the Collective Agreement, including Schedule G for Temporary Librarian, Administrative, and Professional Staff (TLAPS), a copy of which can be found at <https://www.ualberta.ca/faculty-and-staff/my-employment/collective-agreements-and-handbooks>. The Collective Agreement may be amended in accordance with its terms and such amendments are binding upon you.

The specific terms of the appointment offer are:

1. Position:
2. Department:
Faculty:
3. Period of appointment: [Start Date] to [End Date]
4. Full-Time/Part-Time:
5. Salary: **\$(Salary) per annum**
6. Duties (Administrative/Professional, Librarian):
7. Special conditions, if any:
8. You may be eligible for a removal grant of **\$(n/a or other)** in accordance with Article G1.03 and Appendix G.2 of the Agreement.

The return of one signed original copy of this letter to the undersigned will constitute your acceptance of this offer of appointment on the terms hereof.

This appointment is expressly contingent on your continuing eligibility for employment in Canada and upon the University receiving confirmation, if required by the appropriate federal government department or upon request by the University, of your continuing eligibility for employment in Canada. Loss of your eligibility for employment in Canada or a failure to provide confirmation of your eligibility for employment in Canada (i.e. work permit and/or permanent or temporary residence visa) will render the appointment null and void.

All personal information collected by the University of Alberta for the purpose of employment shall be collected under the authority of Section 33c of the Alberta Freedom of Information and Protection of Privacy Act (FOIPP) and will be protected under Part 2 of that Act. Certain information will be made available to federal and provincial departments and agencies under appropriate legislative authority. For further information regarding the collection and use of the personal information, contact *Human Resource Services, 2-60 University Terrace, University of Alberta. Phone: 492-4555.*

THIS FORM CONSTITUTES THE ENTIRE CONTRACT OF APPOINTMENT BETWEEN THE APPOINTEE AND THE UNIVERSITY AND NO OTHER WRITTEN OR ORAL CONDITION, QUALIFICATION OR AGREEMENT EXISTS OR IS INCLUDED HEREIN BY REFERENCE HERETO EXCEPT AS HEREINBEFORE SET FORTH.

Yours sincerely,

[Name]
[Title]

Received by University

ACCEPTANCE

I hereby acknowledge receipt of the original hereof and accept the

Appointment referred to and the terms and conditions set forth.

Date at _____
(City)

This _____ day of _____, _____
(Day) (Month) (Year)

Signature

Appendix G.2: Removal Grant Regulations [Wholly Agreed]

1. Removal Grant

A TLAP**TLAPS TLAPOS** 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 **TLAPS 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 **TLAPS TLAPO** Member immediately prior to the taking up of the appointment in Edmonton.
3. The **TLAPS 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 **TLAPS 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 **TLAPS 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 **TLAPS 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 **TLAPS 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 TLAPS 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 **TLAPS TLAPO** Members. In the event that a full-time **TLAPS 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 **TLAPS TLAPO** Member. In light of this possibility, the full-time **TLAPS 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 **TLAPS 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.3: Conditions for Supplementary Professional Activities (SPA) [Wholly Agreed]

1. SPA at the University

- 1.1 Under certain circumstances, a **TLAPS TLAPO** Member may accept responsibilities at the University in addition to regular responsibilities for which the **TLAPS TLAPO** Member may receive remuneration additional to regular salary.
- 1.2 The Supervisor and the Vice-President shall approve requests for approval of such SPA prior to the assumption of the responsibilities.
- 1.3 SPA shall be performed outside regular office hours unless otherwise approved by the Vice-President.

2. SPA Outside the University

- 2.1 A **TLAPS TLAPO** Member who proposed to engage SPA for another employer or as a consultant or self employed professional shall inform the Supervisor in writing of such intention.
- 2.2 The written permission of the Supervisor is required if
 - a) the activities will take place during regular University office hours; or
 - b) the activities involve University staff, students or the use of University facilities.

Appendix G.4: Salary Administration [Wholly Agreed]

1. Salary

There is a minimum salary schedule for TLAPS Members, one which relates minimum salaries to the **TLAPS TLAPO** Member's academic qualifications and to prior experience as such a **TLAPS TLAPO** Member at this University.

2. The following detailed regulations serve to interpret the salary schedule:

2.1 "Period of Appointment on U of A Staff" shall be interpreted as follows:

- a) One period of appointment will be equal to any term of appointment of 8 months (the regular teaching session - September 1 to April 30) to one year;
- b) If a **TLAPS TLAPO** Member is in the second 8-month, or sessional appointment, they will be considered to be in the second period of appointment, etc;
- c) Appointment terms of less than 8 months shall be converted to the general rule in paragraph 2.1(a), above. For example, a **TLAPS TLAPO** Member in the second 4-month appointment will be considered to be in the first period of appointment;
- d) [Vacant]

- e) If there is a break in service of 12 months, or more, between the current appointment and a previous appointment under these regulations, the University is not obligated to count the prior employment as service in determining the minimum salary under paragraph 1.
- 2.2 The salary schedule indicates the **minimum** salaries which must be paid given the prior service and qualifications. Salaries **may** be paid which exceed these minima.
- 2.3 The qualifications held on the effective date of the appointment will govern the minimum salary. In cases where all of the requirements for the degree have been met at that time but where the degree has not been formally awarded (at Convocation), the more liberal interpretation will be taken - provided the appointee can produce evidence to the effect that this is the case.
- 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, **TLAPS TLAPO** Members may arrange to have cheques deposited in a bank. Special forms requesting this service are available from Human Resource Services.
- 3.2 The salary amount stated on the contract letter of appointment is the **gross** salary rate. That is, it is the appointee's salary **before** deductions are made for income tax, employee benefits, etc. The salary cheque sent to the **TLAPS TLAPO** Member is **net** of these deductions.
- 3.3 The Canadian Income Tax regulations state that each employee is to file a statement with the employer with respect to personal exemptions claimed. Accordingly, when a person is appointed to the staff of the University they must file with Human Resource Services the certification of personal exemptions on form TD1, "Personal Tax Credit Return."
- 3.4 The University is required by law to accept legal garnishees and tax levies against the salaries of **TLAPS TLAPO** Members.
- 3.5 A **TLAPS TLAPO** Member who was employed under these regulations in both the immediately preceding and current academic years shall have a current monthly salary rate which exceeds the immediately preceding monthly salary rate by at least the appropriate "service increment." There are no such increments if the **TLAPS TLAPO** Member is going into the sixth or subsequent year of service. A "service increment" is the difference between the salary rate shown on one row/line in Appendix I and that for the next lower row/line in that section.

Appendix G.5: Benefits [WHOLLY AGREED]

1. Alberta Health Care Insurance (AHC)

- 1.1 A full-time **FLAPS TLAPO** Member whose appointment is for one year or longer shall participate in the University group of AHC, provided that the **FLAPS TLAPO** Member is eligible to participate in the AHC. Such participation shall be for single coverage or family coverage, depending on the **FLAPS TLAPO** Member's circumstances; in either case, the University pays the entire premium.
- 1.2 A full-time **FLAPS TLAPO** Member whose appointment is for 8 months or longer but for less than one year shall participate in the University group of AHC. If the **FLAPS TLAPO** Member is single, the University will pay the entire premium. If the **FLAPS TLAPO** Member has eligible dependents, they will participate in family coverage; the University will pay the premium for single coverage and the **FLAPS TLAPO** Member will pay the difference between the premium for single coverage and the premium for family coverage, by payroll deduction.
- 1.3 A full-time **FLAPS TLAPO** Member whose appointment is for less than 8 months or who is on a part-time appointment is not eligible to participate in the University group of AHC.
- 1.4 Notwithstanding paragraphs 1.2 and 1.3, a **FLAPS TLAPO** Member who has consecutive appointments with no breaks between them and where the total of such appointments satisfies the requirements of either paragraphs 1.1 or 1.2, depending on the case, is eligible for the greater benefits under AHC. In such a case, the date for eligibility for the extended benefits is the effective date of the subsequent appointment.

2. Supplementary Health Care (SHC)

- 2.1 A full-time **FLAPS TLAPO** Member whose appointment is for one year or longer and who is a participant in the AHC shall participate in the University's SHC program. Such participation may be single coverage or family coverage, depending on the **FLAPS TLAPO** Member's circumstances; in either case, the University pays the entire premium.
- 2.2 A full-time **FLAPS TLAPO** Member whose appointment is for 8 months or longer but for less than one year and who is a participant in the AHC shall participate in the University group of SHC. If the **FLAPS TLAPO** Member is single, the University will pay the entire premium. If the **FLAPS TLAPO** Member has eligible dependents, they may participate in family coverage; the University will pay the premium for single coverage and the **FLAPS TLAPO** Member will pay the difference between the premium for single coverage and the premium for family coverage, by payroll deduction.
- 2.3 A full-time **FLAPS TLAPO** Member whose appointment is for less than 8 months or who is on a part-time appointment is not eligible to participate in the University group of SHC.
- 2.4 Notwithstanding paragraphs 2.2 and 2.3, a **FLAPS TLAPO** Member who has consecutive appointments with no breaks between them and where the total of such appointments satisfies the requirements of either paragraphs 2.1 or 2.2, depending on the case, is eligible for the greater benefits under SHC. In such a case, the date for eligibility for the extended benefits is the effective date of the subsequent appointment.

3. Dental Care (DC)

- 3.1 A full-time **FLAPS TLAPO** Member whose appointment is for one year or longer shall participate in full in the University's DC program. Such participation may be single coverage or family coverage, depending on the **FLAPS TLAPO** Member's circumstances; in either case, the University pays the entire premium.
- 3.2 A full-time **FLAPS TLAPO** Member whose appointment is for 8 months or longer but for less than one year (inclusive) shall participate in the basic maintenance portion of the University's DC program (restorative and orthodontia not available). If the **FLAPS TLAPO** Member is single, the University will pay the entire premium. If the **FLAPS TLAPO** Member has eligible dependents, they are eligible for family coverage; the University will pay the premium for single coverage and the **FLAPS TLAPO** Member will pay the difference between the premium for single coverage and the premium for family coverage, by payroll deduction.
- 3.3 A full-time **FLAPS TLAPO** Member whose appointment is for less than 8 months or who is on a part-time appointment is not eligible to participate in the University's DC program.
- 3.4 Notwithstanding paragraphs 3.2 and 3.3, a **FLAPS TLAPO** Member who has consecutive appointments with no breaks between them and where the total of such appointments satisfies the requirement of either paragraphs 3.1 or 3.2, depending on the case, is eligible for greater benefits under DC. In such a case, the date for eligibility for the extended benefits is the effective date of the subsequent appointment.

4. Long Term Disability Insurance (LTDI)

- 4.1 A full-time **FLAPS TLAPO** Member whose appointment is for one year or longer and who is less than 65 years of age shall participate in the same illness/LTDI program as that provided to full-time tenure-track staff.
- 4.2 A full-time **FLAPS TLAPO** Member whose appointment is for 8 months or longer but for less than one year and who is less than 65 years of age shall participate in the University's fully-insured LTDI plan. The University pays the entire premium for coverage under the LTDI plan. LTDI benefits begin 6 months following the onset of the disability. In the meantime, the **FLAPS TLAPO** Member could apply for Employment Insurance benefits, depending on eligibility for that program.
- 4.3 A full-time **FLAPS TLAPO** Member whose appointment is for less than 8 months or who is on a part-time appointment is not eligible to participate in the University's LTDI plans.
- 4.4 Notwithstanding paragraph 4.3, a **FLAPS TLAPO** Member who has consecutive appointments with no break between them, and where the total of such appointments satisfies the requirements of paragraphs 4.1 or 4.2, shall participate in the appropriate LTDI plan on the effective date of the subsequent appointment.

5. Group Life Insurance

- 5.1 A full-time **FLAPS TLAPO** Member whose appointment is for one year or longer shall participate in full in the University's Group Life Insurance program. This is the same program as that provided to full-time tenure-track staff. Amount of coverage is dependent on the age of the appointee. The University pays the entire premium.

- 5.2 Notwithstanding paragraph 5.1, a **FLAPS TLAPO** Member shall not participate in the University's Group Life Insurance Plan beyond the June 30 immediately following attainment of age 65.
- 5.3 A full-time **FLAPS TLAPO** Member whose appointment is for 8 months or longer but for less than one year and who is less than 65 years of age shall participate in the University's Group Life Insurance program. Coverage is for \$25,000, with the University paying the entire premium.
- 5.4 A full-time **FLAPS TLAPO** Member whose appointment is for less than 8 months or who is on a part-time appointment is not eligible to participate in the University's Group Life Insurance program.
- 5.5 Notwithstanding paragraphs 5.3 and 5.4, a **FLAPS TLAPO** Member who has consecutive appointments with no break between them and where the total of such appointments satisfies the requirements of either paragraphs 5.1 or 5.3, depending on the case, is eligible for the greater benefits under the Group Life Insurance program. In such a case, the date for eligibility for the extended benefits is the effective date of the subsequent appointment.
- 5.6 A **FLAPS TLAPO** Member who is eligible to participate in the Group Life Insurance program under paragraphs 5.1, 5.3 or 5.5 is eligible to apply for group optional life insurance which is in addition to the basic coverage. Optional coverage is in units of \$10,000, to a maximum of 30 units. The entire cost of optional life insurance is borne by the **FLAPS TLAPO** Member.
- 5.7 A **FLAPS TLAPO** Member who is eligible to participate in the Group Life Insurance program under paragraphs 5.1, 5.3 or 5.5 may insure their dependents under an optional group life plan.

6 Professional Expenses

- 6.1 A full-time **FLAPS TLAPO** Member whose appointment is for 8 months or longer is eligible to participate in the University's Professional Expense program. Under that program, the University will reimburse the **FLAPS TLAPO** Member for professional expenses which are not otherwise reimbursed by the University and which relate to the **FLAPS TLAPO** Member's responsibilities at the University. There is a maximum annual reimbursement rate and, if an appointment is for less than one year, that maximum will be pro-rated on the basis of the number of months of the appointment.
- 6.2 A **FLAPS TLAPO** Member whose appointment is for less than 8 months or who is on a part-time appointment is not eligible to participate in the Professional Expense program.
- 6.3 Notwithstanding paragraph 6.2, a **FLAPS TLAPO** Member who has consecutive appointments with no break between them and where the total of such appointments is 8 months or longer shall be eligible to participate in the Professional Expense program retroactive to the effective date of the first appointment in the sequence.

7. Remission of Tuition Fees

- 7.1 The Board shall remit the tuition fees of a full-time **FLAPS TLAPO** Member who, with the approval of the Supervisor, enrolls in courses at the University. Such remissions shall be limited to the equivalent value of 4 single term credit courses in Arts per year; if a **FLAPS TLAPO** Member's service is less than one year, they will be eligible for a pro-rated remission maximum. Normally, a **FLAPS TLAPO** Member shall not be enrolled in more than one course at a given time.
- 7.2 A **FLAPS TLAPO** Member whose appointment is for less than 8 months or who is on a part-time appointment is not eligible to participate in the remission of tuition fees program.

8. University of Alberta Health Insurance Plan

- 8.1 A full-time **FLAPS TLAPO** Member whose appointment is for 8 months or longer but for less than one year and who is not eligible for coverage under Alberta Health Care or Supplementary Health Care may opt to participate in the UAHIP. If the **FLAPS TLAPO** Member is single, the University will pay the entire premium. If the **FLAPS TLAPO** Member has eligible dependents, they may participate in family coverage; the University will pay the premium for single coverage and the **FLAPS TLAPO** Member will pay the difference between the premium for single coverage and the premium for family coverage, by payroll deduction.
- 8.2 A full-time **FLAPS TLAPO** Member whose appointment is for less than 8 months or who is on a part-time appointment is eligible to participate in the UAHIP. If the **FLAPS TLAPO** Member enrolls in the UAHIP, they will pay 100% of the appropriate single or family premium by payroll deduction.

Appendix G.6: Salary Schedule

Salary Levels for Temporary Administrative Professionals

~~July 1, 2018 to June 30, 2020~~

Effective July 1, 2020 to and including March 31, 2023

Level	Salary Range
1	\$61,391 - \$102,355
2	\$65,906 - \$109,772
3	\$69,024 - \$114,611
4	\$74,723 - \$124,718
5	\$80,744 - \$134,608
6	\$86,549 - \$144,608
7	\$92,570 - \$154,821
8	\$98,377 - \$164,283
9	\$112,460 - \$183,742
10	\$123,642 - \$202,558

Located on the Human Resource Services website:

Temporary Administrative Professionals:

<https://cloudfront.ualberta.ca/-/media/hrs/pay-and-tax-information/salary-scales/tlap-admin-2018-2020.pdf>

Appendix G.6: Salary Schedule

Salary Levels for Temporary Administrative Professionals

Effective April 1, 2023 to and including November 30, 2023

schedule to be included

Appendix G.6: Salary Schedule

Salary Levels for Temporary Administrative Professionals

Effective December 1, 2023 to and including June 30, 2024

schedule to be included

Minimum Salary Schedule for Temporary Full-Time Librarians

~~July 1, 2019 to June 30, 2020~~

Effective July 1, 2020 to and including June 30, 2024

Minimum Salary	Maximum Salary	Single Increment
\$62,231	\$86,166	11 @ \$ 2,176
\$86,167	\$124,387	15 @ \$ 2,548

Minimum Salary Schedule for Temporary Full-Time Librarians

Effective April 1, 2023 to and including November 30, 2023

schedule to be included

Minimum Salary Schedule for Temporary Full-Time Librarians

Effective December 1, 2023 to and including June 30, 2024

schedule to be included

Appendix G.7: Copyright Regulations (2016) [Wholly Agreed]

1. Ownership

- 1.1 Pursuant to 11.02, a Staff Member who creates a Work resulting from or connected with the Staff Member's duties or employment owns copyright in the Work. However, the University owns or has an interest in Works as provided in paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, 3.1, 5.1, and 5.2 of this Appendix G.7.
- 1.2 For the purposes of this Appendix G.7 and Article 11, "Work" or "Works" means anything in which copyright subsists pursuant to the *Copyright Act* (Canada), whether published or unpublished. For greater certainty, Work includes: architectural works, artistic works, choreographic works, cinematographic works, collective works, dramatic works, literary works, musical works, compilations, performers' performances, sound recordings and communication signals, all as defined in the *Copyright Act* (Canada).
- 1.3 A creator has moral rights in a Work, as provided under the *Copyright Act*. The Parties endorse and support the creator's right to manage those moral rights.
- 1.4 If a Staff Member creates a Work
- (a) in the course of performing administrative or management duties or activities for the University, a Department, or a Faculty, including all units therein associated (e.g., Centres and Institutes); or
 - (b) for the purposes of a committee or group of a Department, Faculty, or the University;
- then the University owns copyright in the Work.
- 1.5 If a Staff Member creates a Work pursuant to a written agreement between the Staff Member and the University, that agreement shall address the University's arrangement with the Staff Member regarding ownership or other interest in that Work.
- 1.6 If a Staff Member creates a Work under a sponsored research funding agreement with a third party funder, copyright ownership and licensing are governed by the terms of the sponsored research funding agreement. Because the University shall enter into the sponsored research funding agreement with the sponsor, the University has the right to obtain from the Staff Member an assignment or licence of the copyright as necessary to fulfill its obligations to the sponsor under the sponsored research funding agreement. However, the Staff Member cannot unilaterally assign or licence Works that are not wholly owned or created by that Staff Member.
- 1.7 If a Staff Member creates a Work under any other agreement between the University and a third party, including but not limited to a secondment agreement or facility access agreement, copyright ownership and licensing are governed by the terms of the agreement between the University and the third party. To avoid any need for the Staff Member personally to transfer or agree to transfer rights relating to the Work to the third party (which may entail the personal liability of the Staff Member), the University has the right to obtain from the Staff Member an assignment or licence of the copyright as necessary to fulfill its obligations to the third party under the agreement. However, the Staff Member cannot unilaterally assign or licence Works that are not wholly owned or created by that Staff Member.

2 University Licence

General Principles

- 2.1 Subject to paragraphs 2.2 to 2.10 inclusive, the University is and shall be entitled to an immediate, non-exclusive, royalty-free, non-transferable, irrevocable licence to use any Work created or produced by a Staff Member that results from or is connected with the Staff Member's duties or employment, for all purposes within the University's approved mandate pursuant to the *Post-Secondary Learning Act (Alberta)*.
- 2.2 The purposes referred to in paragraph 2.1 include, but are not be limited to, unit accreditation, unit or University marketing, and any not-for-profit activity.
- 2.3 The licence contemplated by paragraph 2.1 does not apply if, as a result of reasonable academic or pedagogical publishing practice, a Staff Member must assign copyright to a Work to a third party as a condition of publication. In such a case, the Staff Member shall make best efforts to cause the third party to provide a licence to the University in relation to the Work, such licence containing terms that are analogous to those described in paragraph 2.1.
- 2.4 The licence contemplated by paragraph 2.1 does not preclude a Staff Member from agreeing with the University to grant any additional licence or other rights in and to a Work to the University.
- 2.5 A Staff Member, reasonably believing that their Work is unsatisfactory for a proposed use due to outdated, incompleteness, negative impact on the professional reputation of the Staff Member, or other academic grounds, may amend the Work or require that its use be withheld.

Limited Exception – Works Created to Fulfill Assigned Course Responsibilities

- 2.6 Except in the cases described in paragraphs 2.7 to 2.10 inclusive, the licence contemplated by paragraph 2.1 does not apply to any Work created by a Staff Member to fulfill assigned course responsibilities under Article G3.01.
- 2.7 The licence contemplated by paragraph 2.1 includes those elements of a course outline that set out the information required by General Faculties Council policy, as described in the University Calendar.
- 2.8 If a Staff Member is unable or unavailable to deliver all or part of a course duly assigned to that Staff Member, the University may use the Work described in paragraph 2.6 to complete the delivery of the course. Such a licence will not be irrevocable, but instead will be for the duration of the course in that academic year.
- 2.9 The University may use a Work described in paragraph 2.6 for the purposes of unit accreditation, in connection with transfer credit determinations or as the University may be required to meet its obligations to students.
- 2.10 If a Staff Member is assigned course responsibilities under Article G3.01 that entail the preparation of course materials for use in multiple courses or courses taught in multiple sections, the licence contemplated by paragraph 2.1 applies to those materials and it shall not be an interference in the creator's moral rights for the University to modify the course materials as required for the purpose of keeping them current.

3. Computer Programs and the University Patent Policy

- 3.1 In addition to this Appendix G.7, the University Patent Policy shall apply to a computer program that is patentable intellectual property.

4. Conflict of Interest and Conflict of Commitment

- 4.1 The University has an interest in ensuring that Works created by its own Staff Members are not used to compete with or undermine the University's educational mission or activities. Therefore, a Staff Member's creation and use of Works in which the Staff Member owns copyright remain subject to the University's conflict of interest and conflict of commitment policies.

5. Collaborative Works

- 5.1 Works created collaboratively by students, staff, faculty and/or others present special challenges with regard to copyright. Such works may be owned in whole or in part by the University, or the University may have rights in and to those Works if they fall within one of the categories described in paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, or 3.1 of this Appendix.

- 5.2 Subject to paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, or 3.1 of this Appendix G.7, if a Work is created by a Staff Member and one or more other individuals governed by University collective agreements, policies, and procedures, as between the University and that Staff Member and the individual or individuals, each person's rights and obligations relating to the Work shall be determined by the applicable University collective agreements, policies, and procedures. In the case of some collaborative Works, especially those involving members of different categories of persons within the University community, the parties involved may decide to assign copyright to the University in order to coordinate distribution, use, and (when appropriate) revenue sharing.

- 5.3 If a Work is created by a Staff Member and an individual or individuals who are not subject to University collective agreements, policies, and procedures, ownership of copyright will be decided in accordance with:

- (a) a written agreement between that Staff Member and that individual or those individuals;
- (b) a written agreement between the University and another organization; or
- (c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix will apply to any interest held by the Staff Member, with the necessary changes.

6. Guidelines

- 6.1 The University may publish guidelines, recommendations, and explanatory notes which shall not form part of this Appendix G.7, to assist Staff Members and others to structure collaborations in ways that maximize certainty and minimize conflicts respecting interests in Works, and to assist in the application or use of this Appendix G.7.

Appendix G.8: Definitions [Wholly Agreed]

1. ~~“Department Chair” means the chief executive officer of a Department.~~
2. ~~“Acting” when referring to an officer of the University (President, Vice-President, Dean, Department Chair or other officer) means a person designated to act for the officer during the officer’s absence; the person who is acting shall have the same authority and responsibility during the appointment as the officer has under the terms of this Agreement~~