

E1 Articles Included:

Common:	2, 5, 8, 19, 20, 23*, Apps. A, D, D.1*, E, F, G*, LOUs re Emp. Equity, re Pay Periods*
App. A (Fac):	A2, A5, A6, A8, A9, A10, A11, App.A.5, App.A.6
App. B (FSO):	B5, B6, B8, B9, B10, B11, App.B.2
App. C (Lib):	C5, C6, C8, C9, C11, App.C.2
App. D (ATS):	D6, D7, App.D.5, App.D.10
App. E (TRAS):	E6, E7, E8, E10, App.E.5
App. F (APO):	F2, F6, F7, F8, F9, F10, F11, App.F.8
App. G (TLAPS):	G9, App.G.5, App.G.6

* new

EMPLOYER'S OPENING PROPOSAL

"E1"

**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

*Tabled: November 12, 2020; 8amMT
(via email)*

Notes:

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

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

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

Final agreement on all matters is subject to the Employer's ratification process as set out in its letter to AASUA of January 31, 2020.

Common Agreement

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

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.

Article 5: Association Recognition

5.03 The Employer shall provide to the Association on an ongoing monthly basis (or annually where stipulated) in electronic form the following information for each Staff Member, or on an aggregate basis where stipulated:

- 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;
- l) Rank and Position (and job titles);
- m) Department and Unit;
- n) Faculty 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;~~ [Note: housekeeping]
- s) Staff Members on unpaid leave (the list to specify the nature and the periods of the unpaid leave);
- 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 (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.

Article 8: Leaves**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, *except where the seconded position is in the Management and Professional Staff group (MAPS)*, and an employee of the University.**[Note housekeeping]**

Article 19: Severance

- 19.01 In calculating severance payments, ~~the length~~ *years* of service shall include:
- a) all continuous employment under any *one* of the categories of employee in accordance with Article 1.27, including service during any secondments, statutory leaves and paid leaves; and **[Housekeeping]**
 - 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.

Article 20: Salaries and Benefits**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~~ *posted online on the University website* ~~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.

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. *Effective the date of ratification, the ASRP shall be closed to new participants. Effective the first January 1 following the date of ratification, no further contributions shall be made for existing plan participants.*

~~Alberta Health Care Insurance (AHC)~~ [Note: housekeeping]

- ~~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.~~

Appendix A: Economic Agreement

1. Term

~~2 years: July 1, 2018 to and including June 30, 2020~~

4 years: July 1, 2020 to and including June 30, 2024

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 2018-20 collective agreement shall be concluded under that language; and [Note: housekeeping]
- 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.

The “date of ratification” shall be the date the University provides AASUA with written confirmation that the tentative agreement has been ratified, in accordance with the University’s ratification process as set out in its response to AASUA’s Notice to Bargain.

2. Wages (ATB)

ATB: ~~0% July 1, 2018 and 0% July 1, 2019~~

Year 1: Effective the “date of ratification” as defined above, or February 1, 2021, whichever date is earlier: base salaries of all Staff Members shall be reduced by 3% (gross) (the “3% Date”).

Year 2: 0%
 Year 3: 0%
 Year 4: 0%

3. Benefits

[Note: Employer proposes benefits changes in accordance with supplementary proposal “E1A”.]

4, 5, 6, 7, 8: [Note: The Employer proposes to delete the balance of Appendix A.]

Appendix D: Academic Benefits Management Committee (ABMC)

[Note: Employer proposes to discontinue the ABMC and to delete Appendix D in its entirety.]

[Note: the benefits proposals identified below per Appendix D.1 are considered by the Employer to be those of the *housekeeping* type. The Employer's *substantive* benefits proposals are identified in its E1A document; the Employer proposes that Appendix D.1 shall also be modified to eliminate inconsistencies with negotiated substantive changes to benefits.]

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 AHG premiums effective January 2009. [Note: housekeeping]~~

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, ~~CAST, SOTS~~ *ATS, TLAPS* full-time appointments a minimum of 1 year in duration) [Note: housekeeping]

\$50,000 (TRAS, ~~CAST, SOTS~~ *ATS, TLAPS* full-time appointments between 8 months and 1 year in duration) [Note: housekeeping]

* 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. [Note: housekeeping]~~

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

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.~~[Note: housekeeping]

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 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.[Note: housekeeping]

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

[Note: the Employer's proposals regarding benefits in phased post-retirement and phased pre-retirement are deferred pending finalization of any negotiated changes to regular benefits (per E1A). Our intention is to propose alignment where entitlements are currently the same.]

Appendix F: Discipline Interpretation

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. [Note: housekeeping]
9. *Where Article 7 permits the issuance of Level 2 discipline, it is understood that a lesser form of discipline may be substituted for those that are prescribed.*

Appendix G: Furlough Days

1. *With at least 1 month written notice to AASUA, the Employer may initiate a period of furlough for all Staff Members or a subset of all Staff Members.*
2. *During such period, the identified Staff Members will be required to take unpaid leave; participation in all applicable benefits plans shall continue during this period.*
3. *Any furlough period will normally be over a period of consecutive working days, excluding holidays, and may occur, for example, during a week in the summer or over the winter closure. (A furlough period over the winter closure would mean that the traditional practice of providing these days off with pay would be converted to days off without pay.)*
4. *The total number of furlough days for any Staff Member shall not exceed 10 days in any academic year.*
5. *The notice to AASUA referenced in paragraph 1 shall identify the period of furlough and the Staff Members to which it shall apply.*
6. *This Appendix G shall apply notwithstanding any Article of the Agreement.*
7. *This Appendix G shall cease to apply effective the second July 1st following the date of ratification of this Agreement.*

**Letter of Understanding
re
Employment Equity**

~~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.~~

[Note: the Employer proposes to insert into the collective agreement the language developed by the Joint Task Force, as set out below.]

Article 23: Employment Equity

Affirmation Statement

23.01.1. The parties recognize the responsibility, value, and need to provide a proactive inclusive environment supportive of equity, diversity, reconciliation, and the fair treatment of university community members, particularly those in federally designated groups and other groups as may be designated by legislation.

23.01.2. Consistent with the University's Strategic Plan for Equity, Diversity and Inclusivity, the University commits to proactively identifying and implementing existent best practices in ensuring an inclusive environment, fairness and equity in the career progression of members of the university community, with particular focus on historically marginalized or underrepresented groups, and to develop instruments and methods for assessing demographic characteristics of the University.

23.01.3. The parties commit to collaborative efforts to identify and eliminate or modify employment policies, practices and systemic trends or behaviors, whether formal or informal, which have unfavorable effects on the career progression of university community members subject to this agreement 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 parties 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.

Definitions

23.02.1. Except as may be explicitly defined in this Article 23, terms as defined in UAPPOL, and the Equity, Diversity, and Inclusivity Strategic Plan, as may be amended, shall have the same meaning herein.

Accountability

23.03.1. All university employees are encouraged and expected to prioritize the commitment to the EDI principles outlined in the Strategic Plan for EDI. It is a joint responsibility, shared by AASUA membership and the Employer, to promote as far as reasonably practicable:

- a) the health, dignity, and safety of all Staff Members;
- b) that Staff Members are aware of their rights and duties and obligations under the law and are aware of any health and safety issues and resources available to them in the workplace;
- c) that Staff Members are supervised by a person who complies with their obligations under the law regarding health and safety; and trained to take all reasonable precautions to protect Staff Members under their supervision from harassment and violence.

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

23.03.3. All university community members are encouraged and expected to seek EDI training and abide by its principles.

Reporting

23.04.1. The University will periodically collect information and provide reports to the University community, within the bounds of confidentiality and privacy legislation, as well as confidentiality commitments at the time of data collection, the demographic characteristics of its community based on available data.

Achieving Equity, Diversity, and Inclusion in the Workforce

23.05.1. The University is committed to equal opportunity in career progression, and to creating an environment where irrelevant personal and/or cultural characteristics do not bias appointment or evaluative decisions in peer review processes pertaining to awards or career progression.

23.05.2. In collaboration with AASUA, Human Resources Services, and Center for Teaching and Learning, and the Office of Safe Disclosure and Human Rights, and other appropriate bodies, the University is committed 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

23.06.1. The University supports all areas of research and scholarship and encourages development of fair and equitable evaluation criteria relevant to the research or scholarship and that embraces a diversity of scholarly approaches and outputs. The University supports the establishment, and regular review, of evaluative criteria that reflect the value of diverse approaches to research and respects 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.

[Note: Joint Committee recommends that 23.06.2 be added to the evaluation article (A.6 and corresponding evaluation articles in other schedules)].

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

Institutional Advisory and Oversight Committee on EDI.

23.07.1. The Equity Diversity and Inclusivity Scoping Group (EDI Scoping Group) is an existing vehicle with the purpose of identifying EDI issues and recommending and implementing actions as they relate to enhancing EDI across the entire university community. The EDI Scoping Group should continue to 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 AASUA will ensure that at least one representative is named and participates in the EDI Scoping group with respect to EDI issues of interest to AASUA.

Letter of Understanding
re
Pay Period Frequency

Notwithstanding Article 20.01.2, the Employer reserves the right to amend frequency of the pay period from monthly in arrears to a semi-monthly pay period in arrears during the life of this Agreement. The Employer will provide AASUA with at least six months' notice of any change to the pay period frequency.

Schedule A

ACADEMIC FACULTY

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 assigned by the Department Chair for the upcoming academic year following consultation with the Academic Faculty member. In the event the Academic Faculty member does not agree with the assignment they shall have recourse to the Dean in accordance with Article A2.06.*
- 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 *annually* to each Academic Faculty member specific *teaching* responsibilities, which shall include courses to be taught *in any academic term (i.e. fall, winter, spring, summer).* ~~and other teaching duties and may include supervisory and administrative responsibilities. Normally, Academic Faculty members shall not be assigned to teach in every academic term in a given year, unless they have provided their agreement.~~
- 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, *which shall include the publication, dissemination, and/or distribution of the outcomes of their research in a manner consistent with the standards and practices of their discipline, their Department and Faculty.* 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:
- Research funds shall be administered and accounted for by the University.
 - 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.
 - 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 ~~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. **[Note: housekeeping]**

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 A5: Probation and Tenure**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 an Academic Faculty member. **[Note: housekeeping]**

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;
 - 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 **[Note: housekeeping]**
 - 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, or, in rare circumstances, a record of exceptional service.
- A6.03.4 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. Evaluation of teaching shall be multi-faceted and, in particular, shall not be based primarily on any one method of 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.

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 appointment to administrative responsibilities, for the duration of such appointment.~~

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- ~~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 (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:
- 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 will be awarded in accordance with Article A6.09;
 - 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;
 - 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.

Composition of FEC

- A6.06.1 ~~Subject to A6.18.11 and A6.21.5 (g)~~ *With due consideration given to the principles of equity, diversity and inclusivity consistent with the principles set out in Article 23*, the composition of FEC shall be:
- 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.
 - 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.

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- 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.~~

Distribution of Increments ~~to FECs~~

- A6.08.1 The Provost, following consultation with the Association, shall establish guidelines for the distribution of increments to FECs.
- A6.08.2 The number of Increments available to each FEC shall be *1.2 Increments per eligible Faculty Member, excluding Department Chairs. An Eligible Member is a Staff Member who is eligible to receive a merit increment or any fraction thereof.* ~~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.~~
- 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.) 1.0 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.

Chair's Recommendation: The award of Increments

- A6.09.1 Each year, the Department Chair shall recommend to FEC whether an Academic Faculty member should receive an Increment 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;
 - 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 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 awarded in quarter Increments ranging from ~~0.25 to 3.00~~ ~~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~~).

~~A6.09.2 An incrementation award of less than 1.0 is appealable.~~

Chair's Recommendation: No Increment awarded

- A6.10 If a Department Chair recommends that no Increment be awarded to an Academic Faculty member, or if FEC decides that no 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;
 - b) that performance requirements for an increment 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

- 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 on the next following July 1.
- 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 on the next following July 1, the proportion of a full Increment depending 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 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 *Subject to Article A6.12.3.1.*, 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~~ *without regard to the level of their salary.*
- A6.12.3.1 Prior to submitting an application for promotion or the award of tenure, the Academic Faculty member shall 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;

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- 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 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.
- A6.12.8 An Academic Faculty member who is promoted shall be awarded not less than a single Increment in conjunction with such promotion.
- A6.12.9 ~~The salary of an 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~~ *increased to* the salary minimum of Associate Professor unless the salary plus the Increment awarded in conjunction with the award already exceeds that amount. **[Note: housekeeping]**
- A6.12.10 ~~The salary of an 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.~~ *increased by the value of no less than one Increment.*

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, ~~(July 1 - June 30) 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. **[Note: housekeeping]**

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 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~~.

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- 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~~ *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 *meeting hearing*. The summary statement so prepared shall be in sufficient detail to enable the Academic Faculty member to *respond to the material*. ~~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.

Written Submissions

- A6.15.3 The Academic Faculty member may provide written submissions to the FEC, provided they are received by FEC, with a copy to the Department Chair, at least 5 days prior to the FEC meeting.*

FEC procedures

- A6.16.1 FEC shall use its best efforts to schedule its meetings so that:
- all decisions about renewal of probationary appointments and granting of tenure are reached by December 20; and
 - all decisions about Increments 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:
- 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 *and shall be final and binding subject to Article A6.16.8.*

A6.16.8 The Academic Faculty member may appeal ~~the decision~~ *certain decisions* 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.~~

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- ~~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;~~
- ~~e) 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;~~

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- 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;~~
 - e) ~~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;~~
 - e) ~~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;~~
 - e) ~~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.

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- 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 A8: Appeals**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 Increment ~~or to award an Increment which is less than single in value~~ *that has been cited in accordance with Article A6.10(d).*
- 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.

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- 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:
- 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;
 - 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;
 - a list of those persons whom the Appellant wishes to appear before GAC as witnesses;
 - the name of any Advisor, if any, who will accompany the Appellant at the GAC hearing; and
 - 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-submitted~~ the material or could have requested the Department Chair to have ~~presented-submitted~~ 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 statement in reply to the statement and materials submitted by the Appellant under Article A8.04.9;
 - the minutes of FEC, if any, as they relate to the Appellant;
 - a list of those persons whom the Respondent wishes to appear before GAC as witnesses;
 - the name of any Advisor, if any, who will accompany the respondent at the GAC hearing;
 - a copy of the standards statement adopted by the Faculty Council of the Appellant in accordance with Article A6.03.1;
 - as applicable, a copy of the position description and performance expectations;
 - 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-submitted~~ 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.

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- 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.

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 Increment or~~ no Increment *that has been cited in accordance with Article A6.10(d)*, to replace FEC's decision with one which is more favourable to the Staff Member. ~~but such decision shall be restricted to: a single Increment; a half Increment; a partial Increment; or an alternative citation of no Increment (under Article A6.10);~~
 - d) ~~in the case of an appeal of a decision by FEC to award no Increment, to uphold the decision to award no 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.
- A8.07.4 GAC shall be bound by the standards approved under Article A6.03.1.

Article A9: Salaries and Benefits**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 *Subject to Article 20.04.2*, Academic Faculty members are eligible to participate in the Academic Supplementary Retirement Plan (ASRP).

Article A10: Academic Reorganization

[Note: the Employer proposes to strike a joint committee to revise A10 to enhance its clarity and effectiveness.]

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~~ *financial health* of the University of Alberta is placed in jeopardy *due to the reduction (or projected reduction) of operating revenues by 10% or greater in a fiscal year* ~~by a deficit which has occurred or is predicted and projections show continuing deficits.~~
- b) ~~"Eligible staff member" means an Academic Faculty 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 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) may initiate~~ a voluntary severance incentive plan (VSIP) *on terms as agreed by the Association and the President (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.~~

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- ~~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~~ *After* consideration, APC ~~concludes shall issue a declaration~~ that a Financial Emergency exists *or does not exist, for consideration by the Board, 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.~~

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- ~~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;~~
 - ~~e) 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 *APC's declaration in accordance with Article A11.20*, ~~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 a 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.

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

~~July 1, 2018 to June 30, 2020~~ Effective July 1, 2020 to and including June 30, 2022

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	138,217
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)

Maximum salary for Assistant Professors does not apply (Article 2.01a of FEC Manual)

All salary amounts in the table above shall be reduced by 3% effective on the "3% Date" as defined in accordance with Appendix A of the Common Agreement.

Appendix A.6: Academic Faculty Salary Scales

Full-time Faculty

(all values in the following table to be prorated for reduced load/part-time faculty)

Effective July 1, 2022 to and including June 30, 2024:

	<i>Salary¹ after ATB Increase and Merit Incrementation</i>	<i>Assistant Professor</i>	<i>Associate Professor</i>	<i>Professor</i>
<i>Salary Minimum</i>		\$76,104	\$88,472	n/a
<i>Salary Maximum</i>		n/a	\$132,892	n/a
<i>Increment Value added to Salary²</i>		\$3,500	\$3,500	\$3,500
<i>Salary Abatement³</i>	< \$141,381	n/a	n/a	nil
	\$141,381 - \$154,235	n/a	n/a	\$1,750
	\$154,235.01 - \$167,087	n/a	n/a	\$2,500
	> \$167,087	n/a	n/a	\$3,000

Notes:

- Salary shall include base salary and market supplement, if any.*
- The application of merit Increments shall be effective July 1 for the preceding review period, subsequent to the application of any across-the-board (ATB) increase effective the same day. In the event the application of merit Incrementation would cause the Member's Salary to exceed the applicable Salary Maximum, the Member's salary shall only be increased to the Salary Maximum.*
- Salary Abatement is applied to Salary effective July 1 of each year subsequent to the application of any ATB increase and merit Incrementation. Notwithstanding the Salary Abatement values set out in the table above, they shall not exceed the value of the merit Increment awarded to that Member for a given review period. The following examples are provided to illustrate the application of merit Increments and Salary Abatement to Full Professors as per the table above.*

<i>Example</i>	<i>Salary on June 30</i>	<i>Merit Award</i>	<i>Merit Value</i>	<i>Notional Salary (pre-Salary Abatement)</i>	<i>Salary Abatement</i>	<i>Resultant Salary effective July 1</i>
<i>A</i>	<i>\$135,000</i>	<i>1.25</i>	<i>\$4,375</i>	<i>\$139,375</i>	<i>nil</i>	<i>\$139,375</i>
<i>B</i>	<i>\$140,000</i>	<i>2.0</i>	<i>\$7,000</i>	<i>\$147,000</i>	<i>\$1,750</i>	<i>\$145,250</i>
<i>C</i>	<i>\$150,000</i>	<i>1.0</i>	<i>\$3,500</i>	<i>\$153,500</i>	<i>\$1,750</i>	<i>\$151,750</i>
<i>D</i>	<i>\$159,000</i>	<i>1.0</i>	<i>\$3,500</i>	<i>\$162,500</i>	<i>\$2,500</i>	<i>\$160,000</i>
<i>E</i>	<i>\$175,000</i>	<i>2.0</i>	<i>\$7,000</i>	<i>\$182,000</i>	<i>\$3,000</i>	<i>\$179,000</i>
<i>F</i>	<i>\$175,000</i>	<i>0.75</i>	<i>\$2,625</i>	<i>\$177,625</i>	<i>\$2,625</i>	<i>\$175,000</i>

Located on the Human Resource Services website:

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

Schedule B

FACULTY SERVICE OFFICERS

Article B5: Probation and Continuing Appointment

Severance

B5.04 If an FSO Member is not offered a Continuing Appointment (after appeal procedures, if any) the FSO Member shall *be entitled to* receive a severance payment equal to one month's salary for each year of service as an FSO Member. **[Note: Housekeeping]**

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;
 - 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 Member as outlined in Article B2.
- 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 and promotions shall be based on merit and not on length of service.

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- 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 hearing of FEC, to the new standards.
- B6.04 [vacant]

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.
- 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.

Composition of FEC

- B6.06.1 *With due consideration given to the principles of equity, diversity and inclusivity consistent with the principles set out in Article 23, the* ~~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 *1.2 Increments per Eligible FSO Member. An Eligible Member is a Staff Member who is eligible to receive a merit increment or any fraction thereof.* ~~determined in the negotiations in Article 2.~~ [Note: Housekeeping]

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.) 1.0 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.

Chair's Recommendation: The award of Increments

B6.09.1 Each year, the Department Chair shall recommend to FEC whether an FSO Member should receive an Increment 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;
- 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 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; or
- f) no Increment.
- g) In addition to the above, Increments may be awarded in quarter Increments ranging from ~~0.25 to 3.00~~ ~~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).~~

~~B6.09.2 An incrementation award of less than 1.0 is appealable.~~

Chair's Recommendation: No Increment awarded

B6.10 If a Department Chair recommends that no Increment be awarded to an FSO Member, or if FEC decides that no Increment be awarded to an FSO Member, in either or both cases, the decision shall be cited as one of the following:

-
- a) *performance requirements for an Increment have been met but that* maximum for rank has been reached and standards for promotion have not been met *but performance is acceptable notwithstanding; [Note: Housekeeping]*
 - b) that performance requirements for an increment 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

- 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 on the next following July 1.
- 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 on the next following July 1, the proportion of a full Increment depending 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 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 of, or is higher than, the salary minimum of the next rank.~~
- 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)).
- A6.12.3.1 Prior to submitting an application for promotion, the FSO Member shall consult with their Department Chair on the merits of their application.*
- 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, ~~(July 1 - June 30) 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. **[Note: Housekeeping]**

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 to FEC with a copy to the FSO Member concerning one of the following, depending on the case:
- a) a recommendation for merit 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~~ **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 ~~meeting hearing~~. The summary statement so prepared shall be in sufficient detail to enable the FSO Member to ~~respond to the material. 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.

Written Submissions

B6.15.3 The FSO Member may provide written submissions to the FEC, provided they are received by FEC, with a copy to the Department Chair, at least 5 days prior to the FEC meeting.

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, *and shall be final and binding subject to Article B6.16.8.*

B6.16.8 The FSO Member may appeal ~~the decision~~ *certain decisions* 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;~~
- ~~e) 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~~
- ~~e) 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,~~

- ~~e) 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;~~
 - ~~e) 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;~~
 - ~~e) 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;~~
 - ~~e) The Department Chair then makes a statement in response;~~

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- 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 B8: Appeals**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 an Increment ~~or to award an Increment which is less than single in value~~ *that has been cited in accordance with Article B6.10(d).*

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;

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- 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~~*submitted* the material or could have requested the Department Chair to have ~~presented~~*submitted* 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~~*submitted* 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.

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 Increment or~~ no Increment *that has been cited in accordance with Article B6.10(d)*, to replace FEC's decision with one which is more favourable to the Staff Member ~~but such decision shall be restricted to: a single Increment; a half Increment; a partial Increment; or an alternative citation of no Increment (under Article B6.10);~~
- e) ~~in the case of an appeal of a decision by FEC to award no Increment, to uphold the decision to award no 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 Increment at the same time, the decision of GAC shall include the award of a single Increment .

B8.07.4 GAC shall be bound by the standards approved under Article B6.03.2.

Article B9: Salaries and Benefits

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 *Subject to Article 20.04.2,* FSO Members are eligible to participate in the Academic Supplementary Retirement Plan (ASRP).

Article B10: Academic Reorganization

[Note: the Employer proposes to strike a joint committee to revise A10 to enhance its clarity and effectiveness.]

Article B11: Financial Emergency

[Note: Employer defers its proposals pending agreement of the parties regarding Article A11.]

Appendix B.2: FSO Member Salary Scales

Full-Time Faculty Service Officers

July 1, 2018 to June 30, 2020

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	\$97,754	\$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	\$138,217
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>	<i>\$2,164</i>	<i>\$2,552</i>	<i>\$3,271</i>	<i>4@ \$3,847 (Step 1 to Step 5)</i>
				<i>4@ \$3,271 (Step 5.5 to Step 9)</i>

Effective July 1, 2020 to and including June 30, 2024

	<i>FSO I</i>	<i>FSO II</i>	<i>FSO III</i>	<i>FSO IV</i>
<i>Salary Minimum</i>	<i>\$66,322</i>	<i>\$73,358</i>	<i>\$91,209</i>	<i>\$113,499</i>
<i>Salary Maximum</i>	<i>\$92,290</i>	<i>\$109,086</i>	<i>\$137,003</i>	<i>\$149,665</i>
<i>Single Increment Value added to base salary*</i>	<i>\$2,164</i>	<i>\$2,552</i>	<i>\$3,271</i>	<i>4@ \$3,847 4@ \$3,271</i>

** not to exceed the applicable Salary Maximum*

All salary amounts in the table above shall be reduced by 3% effective on the "3% Date" as defined in accordance with Appendix A of the Common Agreement.

Schedule C

LIBRARIANS

Article C5: Probation and Tenure**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.**[Note: Housekeeping]**

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, including, where appropriate, supplementary professional activities.
- 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 (as well as periods of leave or combination of leaves which exceed 6 months) shall not be considered in the evaluation of performance.
- 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.

Composition of LEC

- C6.04 *With due consideration given to the principles of equity, diversity and inclusivity consistent with the principles set out in Article 23, the* ~~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 *1.2 Increments per eligible Librarian. An Eligible Librarian is a Staff Member who is eligible to receive a merit increment or any fraction thereof determined in the negotiations in Article 2.* [Note: Housekeeping]
- 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.) 1.0 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

- C6.07.1 Each year, the Supervisor shall recommend to LEC whether a Librarian should receive an Increment 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;
 - 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 Librarian to the salary ceiling of the Librarian's present rank;
 - e) [vacant]
 - f) no Increment;
 - g) In addition to the above, Increments may be awarded in quarter Increments ranging from *0.25 to 3.00* ~~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).~~

~~C6.07.2 An incrementation award of less than 1.0 is appealable.~~

Supervisor's Recommendation: No Increment awarded

- C6.08 If a Supervisor recommends that no Increment be awarded to a Librarian, or if LEC decides that no Increment be awarded to a Librarian, in either or both cases, the decision shall be cited as one of the following:

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

Pro-rated Increment

- 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 on the next following July 1.
- 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 on the next following July 1, the proportion of a full Increment depending 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 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:
- the Librarian is on probation;
 - the Librarian requests a review by LEC, such request to be submitted to the Supervisor, in writing, by January 15;
 - 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
 - the Librarian was awarded less than a single Increment by LEC in the preceding year, although eligible to receive a single 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 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 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 *respond to the material*. ~~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.

Written Submissions

C6.12.3 *The Librarian may provide written submissions to the LEC, provided they are received by LEC, with a copy to the Supervisor, at least 5 days prior to the LEC meeting.*

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 shall take effect on the following July 1. Decisions regarding appointment with tenure shall take effect immediately. *Decisions of the LEC shall be final and binding, subject to Article C6.13.7.*
- C6.13.7 The Librarian may appeal ~~the decision~~ *certain decisions* 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.~~

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- ~~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~~
 - ~~e) 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;~~

- ~~e) — to award 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 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

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- ~~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 C8: Appeals**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 Increment as unsatisfactory and unacceptable (pursuant to Article C6.08(d));~~
 - c) the decision of LEC not to award an Increment ~~or to award an Increment which is less than single in value~~ (if the Appellant is eligible for an Increment) *that has been cited in accordance with Article C6.08(d)*; 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.

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- 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~~-submitted 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~~-submitted 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.

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- 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.

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 Increment *that has been cited in accordance with Article C6.08(d), to replace LEC's decision with one which is more favourable to the Staff Member* ~~to uphold the decision to award no 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 Increment, to award an Increment which is greater than that awarded by LEC but which shall be one of a half Increment, a partial Increment or a single Increment;~~ 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.

Article C9: Salaries and Benefits

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 *Subject to Article 20.04.2*, Librarians are eligible to participate in the Academic Supplementary Retirement Plan (ASRP).

Article C11: Financial Emergency

[Note: Employer defers its proposals pending agreement of the parties regarding Article A11.]

Appendix C.2: Librarian Salary Scales

Full-time Librarians, *(prorated for Part-time)*

~~July 1, 2018 to June 30, 2020~~ Effective July 1, 2020 to and including June 30, 2021

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

All salary amounts in the table above shall be reduced by 3% effective on the "3% Date" as defined in accordance with Appendix A of the Common Agreement.

Located on the Human Resource Services website:

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

Full-time Librarians, *(prorated for Part-time)*

Effective July 1, 2021 to and including June 30, 2024

Rank	Minimum Salary	Maximum Salary	Single Increment
Librarian 1	\$60,364	\$120,655	\$ 2,390
Librarian 2	\$84,141	\$140,118	\$ 3,206
Librarian 3	\$99,293	\$164,977	\$ 3,762

Schedule D

ACADEMIC TEACHING STAFF

Article D6: Evaluation

Academic Teaching Staff Evaluation Committee

D6.02.1 *With due consideration given to the principles of equity, diversity and inclusivity consistent with the principles set out in Article 23, each* ~~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.

Eligibility for an Increment 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 eligibility determined as follows within the position profile:

- a) an ATS Member shall be eligible for an Increment no more than once in a 12 month period;
- b) an ATS Member shall be eligible for Increments available to reach the maximum ~~step~~ of the salary range for the Rank, ~~regardless at which step they begin;~~**[Note: Housekeeping]**
- c) an ATS Member shall be eligible for an Increment 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 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;
- f) Increment 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 after providing certification that they have completed all the requirements for a PhD, or equivalent degree. The Increment shall always be effective at the beginning of the next teaching term or appointment contract.

Eligibility for an Increment 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 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 when they have worked for 12 months within the position profile and subsequent Increments 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 in accordance with Article D6.04.1 and subsequent Increments 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.~~ *The number of Increments available to each ATSEC shall be 1.2 Increments per eligible ATS Member. An Eligible Member is a Staff Member who is eligible to receive a merit increment or any fraction thereof. [Note: Housekeeping]*

Department Chair's Increment 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, the Department Chair shall recommend to the Dean or ATSEC, whether the ATS Member should receive an Increment based on performance in the appropriate preceding period. The recommendation shall be one of the following:
- a) single Increment;
 - b) multiple Increment which may be 1.25, 1.50, 1.75, 2.0, 2.25, 2.50, 2.75 or 3.0;
 - c) 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 .25, .50 or .75;
 - e) no 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 Increment Awarded

- D6.10.1 If no Increment is awarded, the decision shall be cited as one of the following:
- a) *performance requirements for an Increment have been met but that maximum salary 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 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).

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.~~

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. [Note: Housekeeping]~~

D7.02.2 An ATS Member with Fixed-Term Status *or Career 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. [Note: moved from D7.02.1][Note: Housekeeping]~~

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.~~
- ~~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 decision** of unsatisfactory performance, having received a first decision of unsatisfactory performance in either of the two preceding years.
[Note: housekeeping]
- 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.

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- D7.04.7 The ATS Member shall be provided with written notice from ATSEC to terminate the appointment. The Association shall be present when the ATS Member receives the written notice.
- D7.04.8 In the case of unacceptable performance for an ATS Member with Career Status, where the decision is dismissal, the Provost shall state the effective date of termination.
- D7.04.9 The decision to terminate the appointment of an ATS Member with Career Status for unacceptable performance is subject to the Grievance Procedures established in Article 14.

Appendix D.5: Salary Schedule

Effective from date of ratification to June 30, 2019: no change to the 2017/2018 salary schedules.

Effective July 1, 2019 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

The following ATS Salary Schedule shall apply, subject to the accompanying Notes.

Effective July 1, 2020			
<i>Rank</i>	<i>Minimum Salary</i>	<i>Maximum Salary</i>	<i>Single Increment</i>
<i>Assistant Lecturer</i>	\$63,152	\$91,224	\$2,552
<i>Associate Lecturer</i>	\$75,912	\$102,080	\$3,271
<i>Full Lecturer</i>	\$92,267	\$113,621	\$3,559
Effective on the "3% Date"			
<i>Rank</i>	<i>Minimum Salary</i>	<i>Maximum Salary</i>	<i>Single Increment</i>
<i>Assistant Lecturer</i>	\$61,257	\$88,487	\$2,552
<i>Associate Lecturer</i>	\$73,634	\$99,017	\$3,271
<i>Full Lecturer</i>	\$89,498	\$110,212	\$3,559
Effective July 1, 2021			
<i>Rank</i>	<i>Minimum Salary</i>	<i>Maximum Salary</i>	<i>Single Increment</i>
<i>Assistant Lecturer</i>	\$61,257	\$77,868	\$2,552
<i>Associate Lecturer</i>	\$73,634	\$87,134	\$3,271
<i>Full Lecturer</i>	\$87,134	\$96,986	\$3,559

* As defined at paragraph 2 of Appendix A: Economic Agreement, in the Common Agreement

Notes:

0. Upon implementation of the Salary Schedule on July 1, 2021, if any then-current salary exceeds the applicable maximum, it shall be frozen for the duration of the appointment without further reduction (i.e. 'red-circled'). Appointments commencing on or after July 1, 2021 shall be subject to the Salary Schedule herein.
- 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~~

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- ~~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, *and provided all levels are reduced by 3% on the “3% Date”*. 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 ~~\$73,360 Step 5 on the Assistant Lecturer scale~~ for Full-time or the pro-rated equivalent for Part-time. *This value shall be reduced by 3% (i.e. from \$73,360 to \$71,159) on the “3% Date”*.
 - 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 1

which in no case shall be less than \$7,336 for a Member who has obtained a PhD or equivalent. *This value shall be reduced by 3% (i.e. from \$7,336 to \$7,115) on the “3% Date”*.
 - 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~~ *applicable Maximum Salary* 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 maximum~~, in accordance with ~~Note ii~~ *Note v*.
 - ix. *The Minimum Salary shall not apply to ATS Members in the position of Head Coach or Clinical Staff.*

Located on the Human Resource Services website:

July 1, 2020 to June 30, 2024

<https://cloudfront.ualberta.ca/-/media/hrs/pay-and-tax-information/salary-scales/ats-2020-2023.pdf>

Appendix D.10: Benefits Schedule, Removal Grant Regulations

BENEFITS SCHEDULE

<https://www.ualberta.ca/faculty-and-staff/employee-benefits/benefits-overview>

[Note: Employer defers its proposals pending agreement of the parties regarding Appendix D of the Common Agreement and E1A.]

Schedule E

TRUST/RESEARCH ACADEMIC STAFF

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 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.

Trustholder's Recommendation: The award of Increments

- E6.02.1 Each year, the Trustholder shall recommend to the Dean or Vice-President whether a TRAS Member should receive an Increment 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-quarter increment or* 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

~~E6.02.2 An incrementation award of less than 1.0 is appealable.~~

Trustholder's Recommendation: No Increment awarded

- E6.03 If a Trustholder recommends that no Increment be awarded to a TRAS Member, the recommendation shall be cited as one of the following:
- a) *performance requirements for an Increment have been met but* that maximum for category has been reached ~~but performance is acceptable notwithstanding;~~

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- b) that performance requirements for an Increment have not been met but performance is acceptable notwithstanding;
 - c) that performance while on authorized leave could not be properly evaluated;
 - d) that performance is unsatisfactory and unacceptable.

Pro-rated Increment

- 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 on the next following July 1.
- 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 on the next following July 1, the proportion of a full Increment depending 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 on the next following July 1.

Increment 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 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 decisions.

Appeal

- E6.06 If a TRAS Member disagrees with the decision of the Trustholder to award *no Increment cited in accordance with Article 6.03(d), less than a full Increment*, the TRAS Member may appeal the decision pursuant to the provisions of Article E8.

Article E7: Unsatisfactory Performance**First Awarding of No Increment**

- E7.01.1 If the TRAS Member has received no 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 Increment or the decision of an appeal under Article E8 confirming no 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 Increment

- E7.02.1 Should the TRAS Member receive no 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** *dismissed* 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 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) *Approve the recommendation of the Trustholder; 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 dismissal such penalty, or*
- c) *approve the recommendation of the Trustholder but substitute a different remedial outcome for dismissal;*

which decision shall be final and binding, subject to Article E7.02.8.

E7.02.8 ~~Any decision to penalize the TRAS Member is subject to appeal in accordance with the grievance procedure established in Article 14. The TRAS Member may appeal certain decisions in accordance with Article E8.03.1.~~

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). *With due consideration given to the principles of equity, diversity and inclusivity consistent with the principles set out in Article 23*, the membership of ~~which ATSEC~~ 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 *in for unsatisfactory and unacceptable performance in accordance with Article E7.02.7 during the probationary period* ~~(Article E5.03.1); and~~
- e) The awarding of ~~less than a single~~ *no* Increment ~~(Article E6 excluding situations described under in accordance with Article E6.03(d) 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.~~
- ~~e) 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:
- The basis on which the appeal is lodged, including a statement of the grounds on which the decision is considered to be inappropriate;
 - 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;
 - A list of those persons whom the Appellant wishes to appear before the ATAC as witnesses;
 - The name of any Advisor who will accompany the Appellant at the ATAC hearing; and
 - 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~~ *submitted* 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 statement in reply to the statement and materials submitted by the Appellant under Article E8.04.1;
 - A copy of all written material relating to the Appellant which was used in reaching the decision being appealed;
 - A list of those persons whom the Respondent wishes to appear before ATAC as witnesses;
 - The name of any Advisor who will accompany the Respondent at ATAC hearing;
 - 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.

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; this shall be one of a half Increment, a partial Increment or a single Increment.~~ *In the case of an appeal of a decision by the Trustholder to award no Increment that has been cited in accordance with Article E6.03(d), to replace the Trustholder's decision with one which is more favourable to the Staff Member.*

Article E10: Lay-Off**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 ~~service employment at the University of Alberta~~, to a maximum payment of 9 months' salary. [Note housekeeping]
- 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 ~~service employment at the University of Alberta~~, to a maximum payment of 9 months' salary. [Note housekeeping]
- 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 ~~service employment at the University of Alberta~~, to a maximum payment of 9 months' salary. [Note housekeeping]
- 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.

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 June 30, 2024*

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

All salary amounts in the table above shall be reduced by 3% effective on the “3% Date” as defined in accordance with Appendix A of the Common Agreement.

Located on the Human Resource Services website:

<https://cloudfront.ualberta.ca/-/media/hrs/pay-and-tax-information/salary-scales/trust-2020-2024.pdf>

Schedule F

ADMINISTRATIVE AND PROFESSIONAL OFFICER

Article F2: Establishment and Evaluation of Positions

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;~~
- ~~e) 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~~
 - ~~e) 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 *With due consideration given to the principles of equity, diversity and inclusivity consistent with the principles set out in Article 23, the* ~~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 F6: Performance Review, Evaluation and Professional Development**Supervisor's Recommendation: The award of merit Increments**

F6.02.0 The number of Increments available shall be 1.1 Increments per eligible APO Member. An Eligible Member is a Staff Member who is eligible to receive a merit increment or any fraction thereof.

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~~ 0.25 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~~).

~~F6.02.2 An incrementation award of less than 1.0 is appealable.~~

Supervisor's Recommendation: No Increment awarded

F6.03.1 If the Supervisor, or the Dean or Vice-President, recommends that no Increment be awarded to an APO member, or if the Provost decides that no Increment be awarded to an APO Member, in any case, the decision shall be cited as one of the following:

- a) *performance is acceptable but that* maximum salary for the position has been reached ~~but performance is marginal or above;~~
- b) *performance requirements for an Increment 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.

F6.03.2 If a Supervisor plans to recommend no 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)

Article F7: ~~Unacceptable~~ *Unsatisfactory* Performance**First Awarding of No Increment**

- F7.01.1 Within 20 days following the awarding of no increment or the decision of an appeal under Article F8 confirming no 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 *the* 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 Increment

- F7.02.1 Within 20 days of receiving *an award of* no Increment *in accordance with Article F6.03.1(d) 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 following the same award 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 *with a recommendation that the APO Member be dismissed for unsatisfactory performance.*
- 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~~ *or within 10 days of the receipt of material under Article F7.02.3.* 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 stating the effective date of dismissal~~ or
- c) approve the recommendation of the Supervisor but substitute *a different remedial outcome for dismissal* ~~impose a different penalty other under Article F7.02.7.~~

which decision shall be final and binding, subject to Article F7.02.8.

~~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. The APO Member may appeal certain decisions in accordance with Article F8.02.1.~~

Article F8: Appeals**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 *for unsatisfactory performance in accordance with Article F7.02.6;*
 - 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~~ *no* Increment *for unsatisfactory performance in accordance with Article F6.03.1(d).* ~~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~~ *submitted* 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.

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) *reinstate retroactively to the date of dismissal; ~~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 an appointment upon expiry of the probationary appointment ~~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. in the case of an appeal of a decision to award no Increment that has been cited in accordance with Article F6.03.1(d), to replace the decision with one which is more favourable to the APO Member.~~*

Article F9: Salaries and Benefits**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 *Subject to Article 20.04.2*, APO Members are eligible to participate in the Academic Supplementary Retirement Plan (ASRP).

Article F10: Reorganization**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. **[Note housekeeping]**
- 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. **[Note: grammatical issue here to be fixed]**

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

[Note: Employer defers its proposals pending agreement of the parties regarding Article A11.]

Appendix F.8: APO Member Salary Scales

Full-time APO Members
Effective July 1, 2020 to and including June 30, 2024

[Note: the Employer proposes no change to the current grid except that all salary amounts shall be reduced by 3% effective on the "3% Date" as defined in accordance with Appendix A of the Common Agreement.]

Located on the Human Resource Services website:

<https://cloudfront.ualberta.ca/-/media/hrs/pay-and-tax-information/salary-scales/apo-2020-2023.pdf>

Schedule G

TEMPORARY LIBRARIAN, ADMINISTRATIVE AND PROFESSIONAL STAFF

Article G9: Salaries and Increments

[Note: the Employer notifies AASUA that the Employer intends to strictly apply the current language and to end the practice of awarding annual increments during the term of an appointment.]

Appendix G.5: Benefits

[Note: Employer defers its proposals pending agreement of the parties regarding Appendix D of the Common Agreement and E1A.]

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 June 30, 2024*

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

All salary amounts in the table above shall be reduced by 3% effective on the "3% Date" as defined in accordance with Appendix A of the Common Agreement.

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>

Minimum Salary Schedule for Temporary Full-Time Librarians

~~July 1, 2019 to June 30, 2020~~

Effective July 1, 2020 to and including June 30, 2021

Minimum Salary	Maximum Salary	Single Increment
\$62,231	\$86,166	11 @ \$ 2,176
\$86,167	\$124,387	15 @ \$ 2,548

All salary amounts in the table above shall be reduced by 3% effective on the "3% Date" as defined in accordance with Appendix A of the Common Agreement.

Effective July 1, 2021 to and including June 30, 2024

Minimum Salary	Maximum Salary	Single Increment
\$60,364	\$120,655	\$2,390

Temporary Librarians:

<https://cloudfront.ualberta.ca/-/media/hrs/pay-and-tax-information/salary-scales/tlap-librarian-2019-2020.pdf>