

Collective Agreement

between

The Governors of the University of Alberta

and

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

July 1, 2024 to June 30, 2028

(Date of Ratification: October 31, 2025)

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Common Agreement

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Recitals*

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

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

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

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

Article 1: Definitions and Abbreviations

- 1.000 “Academic Employment Income” means base salary plus employment income additional to base salary, defined as any remuneration that is subject to statutory deductions. (For clarity, this may include market supplements, salary supplements, administrative honoraria or stipends, research/Research Chair stipends and other salary modifiers paid by the Employer.)
- 1.00 “Academic Faculty” means a person who has been appointed under Schedule A of this Agreement.
- 1.01 “Academic Teaching Staff” (or “ATS Member”) means a person who has been appointed under Schedule D of this Agreement.
- 1.01.1 “Acting” when referring to a person temporarily appointed to any role having authority or responsibility under this Agreement, imports the same authority and responsibility.
- 1.02 “Administration Advisor” means a University employee with duties associated with advising the Employer under this Agreement.
- 1.03 “Administrative and Professional Officer” (or “APO Member”) means a person who has been appointed under Schedule F of this Agreement.
- 1.04 “Agreement” means this collective agreement, having the components set out in Article 2.01, including all schedules, appendices and other ancillary documents that have been expressly agreed to be included in the collective agreement by the parties and expressly referenced herein.
- 1.05 “Appointing Officer” means the person responsible for appointing the Staff Member.
- 1.06 “Association” means the Association of the Academic Staff of the University of Alberta.
- 1.07 “Board” means the Governors of the University of Alberta.
- 1.08 “Chief Librarian” means the chief executive officer of the University Libraries.
- 1.09 “Continuing Appointment” means an appointment of a Staff Member without a fixed term, which may be terminated in accordance with the terms of this Agreement.
- 1.10 “Day” or “Days” means Monday through Friday but does not include statutory holidays and days when the University is closed. Reference in this Agreement to week, month and year shall refer to the calendar period.

- 1.11 “Dean” means the head of a Faculty, as appointed by the Board.
- 1.12 “Department” means
- a) the academic unit of a Faculty, established as such by the Board; and
 - b) non-teaching departments, which means those departments not administered by a Faculty, and which have separate accounts in the University's budgeting system.
- 1.13 “Department Chair” means the administrative head of an academic Department reporting to the Dean. Responsibilities assigned herein to a Department Chair shall be the responsibility of the Dean in Faculties where there are no Departments.
- 1.14 “Director” means the administrative head of a unit.
- 1.14.1 “Employer” means the Governors of the University of Alberta and its delegates.
- 1.15 “Faculty” means an academic unit of the University established as such by the Board, pursuant to section 19(e) of the PSLA.
- 1.16 “Faculty Council” means the council created by that name in accordance with section 28 of the *Post Secondary Learning Act*; for the purposes of the Schedules to this Agreement, voting on decisions required by each Schedule shall be restricted to the Staff Members appointed in the Faculty under that Schedule.
- 1.17 “Faculty Service Officer” (or “FSO Member”) means a person who has been appointed under Schedule B of this Agreement.
- 1.18 “Increment” means a 1.0 merit award (i.e. 100% of the negotiated applicable dollar value).
- 1.18.1 “Incrementation” means the award of an Increment or an allowable fraction or multiple thereof.
- 1.19 “Librarian” means a person who has been appointed under Schedule C of this Agreement.
- 1.20 “Library Council” means a council, chaired by the Chief Librarian, which includes all Staff Members employed in the University Libraries. For the purposes of Schedule C, voting on decisions required by Schedule C shall be restricted to those affected.
- 1.21 “President” means the President of the University as appointed by the Board.
- 1.22 “Provost” means the Provost and Vice President (Academic) of the University as appointed by the Board.
- 1.23 “Restricted Funds” mean funds subject to externally imposed stipulations (explicit or implicit) that specify the purpose for which the contribution is to be used. These funds are related to research (grants, contracts, and donations), special purpose (grants, contracts, and donations) or endowments (grants, contracts, and donations).
- 1.24 “Senior Administrator” means the individual in any given group of administrators who holds the most authority.
- 1.25 [Vacant]
- 1.26 “Service” means continuous years of service as an employee in the bargaining unit.
- 1.27 “Staff Member” means a person who is a member of the bargaining unit, defined as the group of employees of the Board designated as academic staff members by the Board in accordance with Section 60(2) of the *Post Secondary Learning Act* (Alberta), and who have been appointed under this Agreement in one of the following categories:

- a) Academic Faculty: at the rank of Professor, Associate Professor, or Assistant Professor, in accordance with Schedule A, including persons appointed under the predecessor Faculty agreement;
 - b) Faculty Service Officer (or “FSO Member”), at the rank of FSOI, FSOII, FSOIII, FSOIV, in accordance with Schedule B, including persons appointed under the predecessor Faculty Service Officer agreement;
 - c) Librarian, at the rank of Librarian 1, Librarian 2, or Librarian 3, in accordance with Schedule C, including persons appointed to a Librarian position under the predecessor Librarian agreement;
 - d) Academic Teaching Staff (or “ATS Member”), at the rank of Assistant Lecturer, Associate Lecturer or Full Lecturer, in accordance with Schedule D, including persons appointed to an ATS position under the predecessor Academic Teaching Staff agreement;
 - e) Trust/Research Academic Staff (or “TRAS Member”), in accordance with Schedule E, including persons appointed to a TRAS position under the predecessor Trust/Research Academic Staff agreement;
 - f) Administrative and Professional Officer (or “APO Member”), in accordance with Schedule F, including persons appointed to an APO position under the predecessor Administrative and Professional Officer agreement;
 - g) Temporary Librarian, Administrative, and Professional Officer (or “TLAPO Member”), in accordance with Schedule G, including persons appointed under the predecessor Temporary Administrative and Professional Staff agreement.
- 1.28 “Supervisor” means the Staff Member’s immediate supervisor for APO Members and TLAPO Members; and the Appointing Officer for TRAS.
- 1.29 “Supervisor” means, for Librarians, the Librarian to whom the Staff Member reports and is accountable, or the Chief Librarian, or another Librarian who is delegated that responsibility on behalf of the Librarian. At least annually, the Chief Librarian shall provide to the Association a complete list of Librarians and the Supervisor to whom each reports. When a Librarian reports to more than one person, the Supervisor shall consult with the other person in making evaluations.
- 1.30 “Temporary Appointment” means an appointment with a fixed or rolling term, which will be terminated at the expiration of the fixed/rolling term or which may be terminated earlier by resignation, retirement, death, or in accordance with the terms of this Agreement.
- 1.31 “Temporary Librarian, Administrative, and Professional Officer” (or “TLAPO Member”) means a person who has been appointed under Schedule G of this Agreement.
- 1.32 “Tenure” means an appointment of an Academic Faculty Member or Librarian without term, in accordance with the terms of this Agreement.
- 1.33 “Trust/Research Academic Staff” (or “TRAS Member”) means a person who has been appointed under Schedule E of this Agreement.
- 1.34 “Trustholder” means the individual who is accountable, according to University policy, for the receipt of Restricted Funds revenue and appropriate expenditure of this revenue ensuring that it is in compliance with the terms and conditions of the sponsor(s) and with University policies and procedures.
- 1.35 “Unit” is the term used to describe the organizational structure to which a Staff Member is appointed.
- 1.36 “University” means University of Alberta.
- 1.37 “Vice-President” means a senior administrator with a number of reporting units within the University. Where the term “Vice-President” is used in this Agreement, unless otherwise stated, it means the specific Vice-President to whom the other administrative officials relevant to the context are accountable.

Abbreviations

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

Exclusions

- 1.39 The parties to this Agreement agree that the following persons shall not be included as a Staff Member and a member of the Association:
- a) persons whose appointment is full-time or part-time for an appointment period of less than 4 months, unless the duties consist of teaching the equivalent of a three-credit course (e.g., Spring or Summer term);
 - b) persons where duties consist of teaching less than the equivalent of a three-credit course or where duties are teaching-related for a commitment of less than 14 hours per week;
 - c) persons who carry out teaching and/or teaching-related responsibilities under the terms of either the non-academic staff or graduate student collective agreements;
 - d) persons who carry out teaching and/or teaching-related responsibilities only in non-credit courses;
 - e) persons who report directly to the President or a Vice-President;
 - f) persons who are part-time and who are practising physicians, dentists or lawyers;
 - g) persons who do not receive University remuneration for the services performed; and/or
 - h) persons who would otherwise be Staff Members appointed to a TLAPO or TRAS position but whose duties consist of a commitment of less than 14 hours per week.
- 1.40 For clarification, disputes involving Academic Staff Members in any capacity other than as a Staff Member, for instance, in their capacity as Academic Clinicians arising out of Clinical Agreements, do not fall within the scope of the Association's representational rights and obligations and are not amenable to dispute resolution under this Agreement.

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

- 2.01 This Agreement includes the following, with application as stated:
- Common Agreement, applicable to all Staff Members
 - Schedule A, applicable only to Academic Faculty members
 - Schedule B, applicable only to FSO Members
 - Schedule C, applicable only to Librarians
 - Schedule D, applicable only to ATS Members
 - Schedule E, applicable only to TRAS Members
 - Schedule F, applicable only to APO Members
 - Schedule G, applicable only to TLAPO Members
- 2.02 This Agreement shall be effective July 1, 2024 and expire on June 30, 2028 (the "Expiration Date"), however, if notice to bargain is not given in accordance with the Code, the Expiration Date of this Agreement shall be deemed to be extended by one year.
- 2.03 There shall be no strike or lockout during the term of this Agreement.

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

Agreement Review Committee (ARC)

- 2.05 There shall be an ARC which shall:
- a) serve as a joint reference body for consideration of all matters pertaining to this Agreement, including the interpretation of language which affect the contracts of Staff Members;
 - b) consider and may approve variations to the composition of an FEC upon the recommendations of a Faculty Council; and
- 2.06 The ARC shall consist of 4 members appointed by the Board and 4 members appointed by the Association. The Board and the Association may vary their members from time to time and for particular matters under consideration. Each party shall inform the other in writing of the names of its appointed members and of changes thereto.
- 2.07 The Board and the Association shall each have one vote on ARC.
- 2.08 Matters referred to ARC under Article 2.05 (c) may be brought forward by the Provost or by the President of the Association.
- 2.09 ARC shall meet as frequently as necessary to consider matters proposed by either the Board or the Association.
- 2.10 Both the Board and the Association may use the services of such consultants and resource persons as they may see fit and such persons may be invited to attend meetings of ARC.
- 2.11 Decisions reached by ARC shall be binding on the Board and the Association and on individual Staff Members.

Time Lines

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

Notice to Commence Collective Bargaining

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

Commencement of Negotiations

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

Settlement and Ratification

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

Effect of the Collective Agreement

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

Article 3: Academic Freedom

Academic Freedom

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

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

Article 4: Management Rights

- 4.01 Pursuant to the PSLA, the Association and its members recognize the authority and responsibility of the Board of Governors to manage the operation of the University of Alberta.
- 4.02 The Employer agrees to exercise its management rights and responsibilities in a fair, reasonable, equitable and non-arbitrary manner consistent with the provisions of this Agreement.
- 4.03 Where a University policy or procedure is in conflict with a term of this Agreement, the Agreement shall take precedence.
- 4.04 The Board of Governors will not adopt, change or implement policies or procedures that affect or are reasonably anticipated to affect the terms and conditions of employment of Staff Members, as defined in this Agreement, without the prior consultation with the Association. The Association shall be provided with as much advance notice as reasonably possible, normally not less than three (3) to four (4) weeks to allow for participation in the review and revision of such policies or procedures, and to provide feedback prior to the finalization of the policy or procedure intended to be adopted, changed, or implemented. If the Employer makes a new substantive amendment after the Association has already provided feedback, the Association will be afforded an opportunity to provide feedback on that amendment prior to finalization.
- 4.04.1 Further, the Board of Governors will provide to the Association, with as much advance notice as reasonably possible, a list of the policies and procedures anticipated to be adopted, changed or implemented within each calendar year (policy review planning cycle).
- 4.04.2 Articles 4.04 and 4.04.1 shall not apply for changes required by amendments to legislation or considered housekeeping in nature (e.g. updates to referenced links, grammar and spelling errors, changes to the offices of accountability or administrative responsibility, and similar); however, the Association's Executive Director will be notified of such changes.
- 4.05 The parties acknowledge the existing rights, privileges, and responsibilities of Staff Members to participate in the formulation and/or recommendation of policy and procedure within the University and to participate in the governance of the University, in accordance with the PSLA, this Agreement, and the University's policies, as applicable.

Article 5: Association Recognition

- 5.01 In accordance with ss.60(2) and 85(2) of the PSLA, a person designated as an academic staff member, and appointed to a position under this Agreement is a member of the Association on the date of appointment. In accordance with ss.58.3(1) and 58.3(2) of Alberta's *Labour Relations Code*, the Association is the bargaining agent of its members and has exclusive authority to bargain collectively on their behalf.
- 5.02 Association "membership fees" (PSLA s.86(2)(e)) and "union dues" (PSLA s.86(2)(e.1)) shall be deducted from the Staff Member's Academic Employment Income by the Employer as allocated and calculated by the Association and shall be remitted to the Association. "Membership fees" and "union dues" shall be remitted by the Board in a single combined

monthly payment to the Association. The Association shall provide at least 30 days' notice of any changes to the calculation. "Membership fees" and "union dues" shall not be deducted from any payment other than Academic Employment Income.

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) Sex, as may be identified by the Staff Member;
- g) Date of current appointment and service date;
- h) Appointment category (in accordance with Article 1.27);
- i) The number of Staff Members in each category;
- j) Extent of duties (full time or part time);
- k) Appointment status (tenure track, tenure, fixed term, probationary) and term; (the list to specify start and end dates, as applicable);
- l) Rank and Position (and job titles);
- m) Department;
- n) Faculty/Unit;
- o) All individual Academic Employment Income; and the period of payment to be reported;
- p) the amount of dues or fees deducted from each individual Staff Member's Academic Employment Income and remitted to the Association;
- q) University of Alberta email address and personal phone number as may be entered in Bear Tracks by the Staff Member;
- r) [vacant]
- s) Staff Members on unpaid leave (the list to specify the nature and the periods of the unpaid leave);
- s.1) Staff Members on leave provided they are tracked in the human resource information system of the university (the list to specify the nature and the periods of the leave);
- s.2) Staff Members on approved professional and educational leaves under the FSO, LIB, ATS, and APO Schedules;
- t) Union code;
- t.1) the name of each Staff Member that has entered into a Secondment Agreement on a full-time secondment to external employers and agencies; and

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

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

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

- 5.05 The Employer acknowledges the rights of the Association:
- a) to secure release time for Staff Members in order to further the work of the Association, subject to Articles 5.06 and 5.07; and
 - b) to access meeting space for the Association council, executive and other committees deemed necessary by the Association to carry out its responsibilities.
- 5.06 The Association shall submit a request to the appropriate Dean or Supervisor, as applicable, with as much advance notice as possible, where seeking release time for a Staff Member to further the work of the Association. Subject to operational requirements, the request shall not be unreasonably denied and shall be without loss of salary and benefits. The Association shall not be required to reimburse the Employer for the Staff Member's salary while on release, except for those Staff Members who require release from teaching responsibilities. The Association may be required to substantiate the basis for the request.
- 5.07 Subject to Article 5.06, the Association has the sole authority to determine which of its members shall be eligible for all or partial release time from regular duties, and for what period of time.

Release Time for Association Executive and Negotiations Team

- 5.08.1 Subject to Article 5.08.3, the President of the Association shall be entitled to full-time release from employment responsibilities, and at a minimum, the Vice-President to half-time release, and the Officers and Directors to quarter-time release per academic year. Members of the Association's negotiations team shall be entitled to, at minimum, quarter-time release per academic term for the duration of bargaining. Release time may be less at the option of the Association.
- 5.08.2 The Association will inform the Employer of the names of the members identified in Article 5.08.1, as soon as those members are elected or appointed, normally not later than June 30 of any year for a term of office that begins July 1, or as soon as possible with as much notice as possible.
- 5.08.3 Release time provided shall be without loss of salary or benefits. With respect to release from teaching responsibilities, the Association shall reimburse the Employer the costs to appoint a replacement. In all other cases, the Association shall reimburse the Employer for the total compensation costs of the Staff Member, pro-rated based on the percentage of time on release.
- 5.08.3.1 Service to the Association for those Staff Members listed in 5.08.1 shall be considered during the evaluation process.
- 5.08.4 For the portion of time not released for service to the Association, the normal evaluation and Merit increment processes in this Agreement shall apply. If a Staff Member is on full-time release for an academic year, their performance shall not be evaluated for that year. In lieu of Merit incrementation, the Staff Member has the option to receive an increase to their salary in an amount equivalent to the average of the previous 3 year's Merit increments or to proceed with the normal evaluation process.
- 5.08.5 Notwithstanding the sabbatical provisions under this Agreement, the years of service earned while President of the Association shall be counted towards sabbatical eligibility.

Use of University Premises for Association Business

- 5.09 The Employer agrees that the Association shall be entitled to use meeting rooms on the University premises for the conduct of Association business subject to availability and normal scheduling requirements, and at the internal prevailing rate.
- 5.10 Subject to University policies and procedures, the Association or Members on its behalf may post materials on University premises in order to transact official business of the Association.
- 5.11 To the extent office space on campus is vacant and available, as determined by the Employer, the Association shall be offered the opportunity to occupy such space for the conduct of

Association business, and the terms of a lease agreement shall be negotiated between the parties.

Article 6: Forum of Course Delivery

- 6.01 The Forum of Course Delivery shall be in accordance with **Appendix H: Memorandum of Understanding RE: Forum of Course Delivery**.

Article 7: Discipline

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

Written complaints

- 7.02.1 Any person may make a written complaint to the Provost about alleged misconduct. The complainant shall provide a description of the act or omission.
- 7.02.2 The Provost may exercise discretion not to authorize an investigation if the complaint is deemed to be vexatious or frivolous. The Provost shall provide in writing to the complainant the rationale for the decision.
- 7.02.3 The use of this Article 7 is inappropriate where there are other existing dispute resolution mechanisms in this Agreement.
- 7.02.4 If the written complaint is not received by the Provost within 6 months of the date that the alleged misconduct became known to the complainant, the complaint shall be considered abandoned. Notwithstanding Article 7.10, where circumstances reasonably warrant, the Provost has the discretion to extend the timeline.

Preliminary Assessment

- 7.03.1 Once the Provost is aware of the alleged misconduct referenced in Article 7.02.1, the Provost shall preliminarily assess the severity of the alleged misconduct as either Level 1 or Level 2, as those terms are defined in Article 7.03.2(a) and (b), and such assessment shall be completed as soon as possible but within 15 days.
- 7.03.2 (a) Level 1 shall mean misconduct attracting possible disciplinary action in the form of a written letter of reprimand. (It is understood that a written letter of expectation or warning are not disciplinary action.)
- (b) Level 2 shall mean misconduct attracting possible disciplinary action in the form set out in 7.11.2.
- 7.03.3 If the alleged misconduct is assessed by the Provost as Level 1, the Provost may delegate to the Deputy Provost, a Vice-Provost, Dean or other appropriate administrative officer (the “designee”), but shall not delegate to a Staff Member, including Department Chairs. Hereinafter, for purposes of Level 1, Provost shall mean Provost or designee and for purposes of Level 2, Provost shall mean Provost or Deputy Provost.

Level 1 Misconduct

- 7.04.1 In the case of the alleged Level 1 misconduct the Provost may conduct an inquiry into the allegations of misconduct. The respondent shall, at a minimum, be provided an opportunity to know and respond in writing and/or in person to the allegations. The respondent, should they choose to be represented, shall only be represented by the Association. If the inquiry is not commenced within 15 days of the date that the Provost is aware of the alleged misconduct, the complaint shall be considered abandoned.

- 7.04.2 If the Provost has delegated Level 1 misconduct to a designee, and if the designee reassesses the severity of the alleged misconduct as Level 2 misconduct, the matter shall be referred back to the Provost.
- 7.04.3 Following the inquiry described in Article 7.04.1, if the Provost reasonably believes that a letter of reprimand is warranted, it shall be issued as soon as reasonably possible.
- 7.04.4 Discipline issued in accordance with Article 7.04.3 shall be expunged from all of the respondent's personnel files 6 months following its effective date, determined in accordance with Articles 7.16.1 and 7.16.2, provided there are no further incidents of similar misconduct within that period. Once expunged, the letter of reprimand shall never be used in any subsequent disciplinary matter nor in any grievance process.
- 7.04.5 The decision to issue discipline in accordance with Article 7.04.3 shall be subject to Arbitration pursuant to Article 7.15.1.

Level 2 Misconduct

- 7.05.1 Once the Provost has completed their preliminary assessment required in Article 7.03.1, and the assessment is Level 2, the Provost shall prepare a Notice of Complaint containing an offer to meet and send it together with a copy of the complaint to the respondent and the Association within 10 days.
- 7.05.2 The respondent, should they choose to be represented, shall only be represented by the Association at any meeting under this Article 7.

Duties of the Provost following Acceptance of the Complaint

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

The Investigation

- 7.07.1 Should the Provost authorize an investigation of the complaint, the Provost shall within 10 days appoint an investigator to carry out an investigation to be completed within a reasonable time period. The investigator appointed to carry out the investigation shall be selected by mutual agreement of the parties.
- 7.07.2 The investigator shall meet with the respondent and the complainant, and shall provide the respondent and complainant the opportunity to make written submissions.
- 7.07.3 The investigator may meet with any persons that could provide information relevant to the complaint. The investigator may receive materials submitted, whether at the investigator's request or unsolicited, and shall not be bound only by the initial letter of complaint.
- 7.07.4 Should the complainant or the respondent reside outside of the Edmonton area, the investigator may make electronic / telecommunication arrangements to obtain a reasonably complete account of all particulars relevant and in response to the complaint.
- 7.07.5 [Vacant]

- 7.07.6 Upon completion of the investigation, the investigator shall submit a written report to the Provost with a copy to the Association. The Provost shall provide a copy to the respondent and the complainant within 10 days. At the same time, the Provost shall advise the respondent and complainant of their rights in Articles 7.08.1 - 7.09.2.

Response to the investigation report

- 7.08.1 The respondent and the complainant may each submit a written response to the investigator's report to the Provost, within 10 days of receipt of the report; the Provost shall send a copy of such response to the other party within 10 days of receipt.
- 7.08.2 Within 10 days, the respondent and the complainant may submit written rebuttals to the responses made pursuant to Article 7.08.1. The rebuttal statements under this Article 7.08.2 shall be the last submissions made unless requested otherwise by the Provost.

Meeting to discuss the report and responses

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

Extension of deadlines

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

Decision of the Provost

- 7.11.1 Within 20 days following the last meeting with either the respondent or complainant in accordance with Article 7.09.1 or 7.09.2, the Provost shall, in writing:
- a) dismiss the complaint; or
 - b) discipline the respondent in accordance with Article 7.11.2 stating the effective date in which the discipline will be imposed. Such decision shall be binding subject to Arbitration pursuant to Article 7.15.1; or
 - c) issue such other decision as may be agreed between the parties.
- 7.11.2 The discipline, subject to Article 7.15.1, may include one or more of the following:
- a) a suspension with pay from all or some of the Member's responsibilities;
 - b) a suspension without pay from all or some of the Member's responsibilities; or
 - c) dismissal.
- 7.11.2.1 Where discipline is warranted but not at the level of suspension or dismissal, a lesser form of discipline may be implemented, which shall be either a letter of reprimand that will be expunged from the member's file after 6 months or shall be an alternative form of discipline in accordance with 7.11.1(c).
- 7.11.3 The discipline issued in accordance with Articles 7.11.2(a) and 7.11.2(b) shall be expunged from all of the respondent's personnel files 18 months following its effective date, provided there are no further incidents of similar misconduct within that period.
- 7.11.3.1 Notwithstanding Article 7.11.3, a disciplinary suspension arising from misconduct in violation of the *Discrimination, Harassment and Duty to Accommodate Policy* or the *Sexual and Gender-Based Violence Policy*, as these may be amended, shall be expunged from all of the respondent's

personnel files 36 months following its effective date, provided there are no further incidents of similar misconduct within that period.

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

Effect of Procedures in Alternative Forums

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

Mediation

- 7.13.1 Should the Provost decide that the written complaint shows a breakdown in interpersonal relations, the Provost may recommend that the individuals concerned participate in mediation.
- 7.13.2 Should mediation be successful, the complainant shall notify the Provost, in writing, and no further action on the complaint shall be taken. If such a procedure is not successful, the Provost shall be so advised by the mediator. In such a case, the complaint shall revert to Article 7.06.1.
- 7.13.3 Proceedings under the mediation process are confidential and without prejudice and cannot, subject to Article 7.17, be used in any other proceedings.

Communications to the Respondent

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

Association's Options

- 7.15.1 Within three (3) months of receipt of the Provost's decision under Articles 7.04.5 and 7.11.4, the Association may:
- a) take no action; or
 - b) by notice in writing to the Provost, refer the decision or discipline, or both, to Arbitration.
- 7.15.2 It is understood that Article 7.15.1 does not preclude the parties from engaging in settlement discussions.

Effective date of discipline

- 7.16.1 Subject to Article 7.16.2, the effective date of the discipline shall be determined by the Provost except as may be amended by an Arbitrator.
- 7.16.2 If the Association does not file for Arbitration with respect to a suspension, the suspension shall be effective no earlier than the first day following the applicable timeline for doing so under Article 14. Should the Association decide to refer a suspension to Arbitration, the effective date of the suspension shall be deferred pending, and subject to, the decision of the Arbitrator.

Confidentiality

- 7.17 Notwithstanding Articles 7.16.2, 14, and 15, the Provost shall, in writing, advise all persons who are involved in proceedings under this Article 7 of the requirement to maintain confidentiality. When discipline is imposed, details of such shall be restricted to those persons who have a need to know about the case, including, where applicable, the Supervisor or the Department Chair and the Dean or Vice-President. When discipline is not imposed and it becomes necessary to correct

information which may have become known, upon request by the respondent and subsequent consultation with the Executive Director of the Association, the Provost shall issue a correction notice in writing.

Non-disciplinary suspension

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

Article 8: Leaves

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

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

- 8.02 Leaves shall be awarded following application for leave to be made by the Staff Member and approved by the Department Chair/Supervisor.
- 8.03 Should leave be granted to a Staff Member during a probationary appointment or period, the term of the probationary appointment/period may be extended in accordance with the provisions of probationary Article of the applicable Schedule.

ASSISTED LEAVE

Purpose

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

Availability of assisted leaves

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

Eligibility

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

Application for assisted leave

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

Length of assisted leave

- 8.04.5 The normal length of assisted leave will be one year, but leave for 6 months may also be granted.
- 8.04.6 Assisted leave shall start on January 1 or July 1.

Financial assistance

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

Conditions on assisted leave

- 8.04.8 The following conditions apply to assisted leave:
- a) a Staff Member may not be granted more than a total of one year's assisted leave during their employment as a Staff Member at the University;
 - b) a Staff Member on assisted leave may not undertake paid work for any other employer without the written consent of the Provost or the Vice President; and
 - c) a Staff Member shall give a written undertaking to return to University employment for at least two years as soon as practicable after completing the leave period, or to refund 1/24 of the financial assistance received from the University for each month of the two-year period that is not served.
- 8.04.9 If no other arrangements are made, repayment of the assisted leave financial assistance may be accomplished by deducting the amount due from the Staff Member's salary that would otherwise be payable.

POLITICAL LEAVE

Purpose

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

Eligibility

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

Application

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

Length of political Leave

- 8.05.4 The length of political leave of a Staff Member who has been granted such leave under Article 8.05.3 shall be:
- a) in the case of election to the Provincial Legislature, for the period of each year when the legislature is sitting or for the life of the Provincial Legislature, if the latter is requested by the Staff Member and approved by the Dean or Vice-President;
 - b) in the case of election to the House of Commons, for the life of the Federal Parliament;
 - c) in the case of appointment as a Minister of the Crown, for the term of office; and

- d) in the case of election to municipal/local government, for a period appropriate to the circumstances;

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

Financial assistance

8.05.5 Political leave shall be without pay.

Return to service

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

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

MATERNITY LEAVE

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

Purpose

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

Length of Maternity Leave

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

Application

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

Maternity Top Up Benefits Payments

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

- a) for up to 15 weeks, 95% of regular weekly salary (less usual deductions, less the weekly EI Maternity Benefits payment). In no case shall the sum of the EI Maternity Benefits payment and the Top Up Benefits exceed 95% of regular salary
- b) continued coverage in those benefit programs for which the Staff Member was covered immediately prior to the Maternity Leave.

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

Coordination with Medical Leave

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

Designation as service

8.06.7 Maternity Leave shall be considered as service for purposes of determining eligibility for sabbatical leave or professional leave.

PARENTAL LEAVE

8.07.0 For the purposes of Articles 8.07.1 to 8.07.5, "EI" shall mean Employment Insurance or Employment and Social Development Canada – Employment Insurance.

Purpose

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

Eligibility and length of parental leave

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

Application

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

Parental Top Up Benefits Payments

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

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

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

Conditions

8.07.6 Parental Leave shall be considered as service for purposes of determining eligibility for sabbatical leave or professional leave.

8.07.7 A Staff Member who has been granted Parental Leave shall be required to return to the service of the University for 6 months following such leave or, alternatively, to reimburse the University for all salary payments made to or on behalf of the Staff Member while on Parental Leave.

OTHER LEAVES

Discretionary Leave

8.08 The Provost or Vice President may grant leave with pay, with partial pay, or without pay to Staff Members for prescribed periods and purposes, subject to a written agreement.

Secondments

8.09.1 A Staff Member may apply for, and the Department Chair/Supervisor may approve, the secondment of the Staff Member to another position within the University, i.e. an internal secondment, or with an external employer or agency.

8.09.2 The Staff Member may appeal the decision of the Department Chair/Supervisor to the Dean or Vice-President, as appropriate, whose decision shall be final and binding.

- 8.09.3 Prior to a secondment, a Staff Member shall be provided a Secondment Agreement clearly outlining the terms and conditions of the secondment.
- 8.09.4 The Secondment Agreement shall include information regarding:
- a) the duties and responsibilities of the position to which the Staff Member is being seconded;
 - b) the term of the secondment;
 - c) remuneration and benefits;
 - d) the performance review process;
 - e) the process by which the secondment may be terminated;
 - f) the status and position of the Staff Member on expiry of the secondment; and
 - g) any special conditions.
- 8.09.5 During the term of the Secondment Agreement, the Staff Member will continue to be a member of the Association and an employee of the University. Notwithstanding the foregoing, in the instance where the Staff Member is seconded on a full-time basis to an external employer or agency, the Staff Member will be considered to be working temporarily out-of-scope for the duration of the Secondment Agreement. In the instance where the Staff Member is seconded to an external employer or agency on a part-time basis, the Staff Member will be considered to be working temporarily out-of-scope only in relation to the work performed for the external employer or agency. For clarity, the Association will not represent the Staff Member with respect to issues arising in relation to the external employer or agency during the period of secondment. For the duration of such a secondment, the Staff Member shall not be required to pay dues to the Association for the portion of their time spent with (and in relation to their duties to) the external employer or agency.

Special Travel Leave

- 8.10.1 In special cases, travel leave may be granted, upon application to the Staff Member's Department Chair/Supervisor, to assist Staff Members to complete the requirements for the degree of Ph.D. or its equivalent. An example of such leave is the case of a Staff Member who is required to defend a doctoral dissertation. This provision is for short periods, only. The Staff Member is required to make necessary arrangements with the Department Chair/Supervisor with regard to the period the Staff Member must be away from the campus.
- 8.10.2 The Staff Member shall sign an agreement undertaking to remain in the service of the University for 6 months following the travel leave. The amount to be repaid in default of other arrangements may be deducted from the Staff Member's salary entitlement.

Jury Duty

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

Article 9: Medical Leave

- 9.01 In this Article 9:
- a) "Medical Leave" includes leave for sickness, injury, short term disability, consultation with health care professionals and stays in hospitals or other institutions for prescribed medical care when such event prevents the Staff Member from performing the duties the Staff Member was performing immediately prior to the commencement of the sickness or injury;
 - b) "Medical Certificate" means a certificate signed by a qualified physician and submitted to the University's disability plan manager/adjudicator, verifying:
 - (i.) that a medical condition exists and, if a treatment plan has been recommended, that the Staff Member is participating, to the best of the qualified physician's knowledge;
 - (ii.) an anticipated date upon which the Staff Member is expected to be able to meet the full or modified responsibilities of their position; and

- (iii.) any medical limitations or restrictions that impact the Staff Member's ability to meet the full or modified responsibilities of their position;
 - c) "Temporary Employee" means a full-time Staff Member on a Temporary Appointment less than 12 months in duration or part-time Staff Member on a Temporary Appointment of any duration; and
 - d) "Appropriate Officer" means the Dean, Department Chair or Supervisor as appropriate.
- 9.02 Subject to Article 9.04, Medical Leave for fewer than 20 days is a Department/Unit matter. The Staff Member shall inform the Appropriate Officer of the Medical Leave and provide an estimate of its duration. The Appropriate Officer may require the Staff Member to provide a Medical Certificate to the University's disability plan manager/adjudicator.
- 9.03 Subject to Article 9.04, if a Staff Member has been on Medical Leave and absent from duties for 20 days or if the Staff Member expects that the Medical Leave will result in an absence of more than 20 days, a Medical Certificate shall be filed with the University's disability plan manager/adjudicator.
- 9.04 For Temporary Employees, the timeframes referenced in Articles 9.02 and 9.03 shall be 10 days, not 20 days.
- 9.05 Subject to Article 9.13, Human Resource Services shall formally advise the Staff Member that they are on Medical Leave, with the effective date of the leave to be the date the Staff Member was first absent from duties as a result of the illness or injury.
- 9.06 Subject to Articles 9.07 – 9.16, an eligible Staff Member shall remain on full pay and benefits for the duration of the Medical Leave, provided the Staff Member has submitted a Medical Certificate, where required in accordance with Articles 9.02 or 9.03.
- 9.07 Temporary Employees shall remain on full pay and benefits for the duration of medical leave to a maximum of 10 days.
- 9.08 A Staff Member is eligible for Medical Leave under this Article 9 for no longer than 26 weeks in aggregate, which need not be continuous, for each sickness or injury, and in any case, not to extend beyond the expiration of a fixed-term appointment. A new Medical Leave is deemed to have occurred if there has been a period of at least 26 consecutive weeks of service following a previously authorized Medical Leave.
- 9.09 A Staff Member has an obligation to cooperate with the University and the University's disability plan manager/adjudicator through their recovery, rehabilitation and return to work in accordance with established processes and is required to participate in medically approved rehabilitation/RTW plans.
- 9.10 If the Medical Leave is expected to exceed 26 weeks, in aggregate, Staff Members who are eligible for disability benefits pursuant to Article 20.02.1 shall apply. If the Staff Member's application is approved, the Staff Member shall be placed on disability leave. If the application is not approved, the Staff Member shall be advised of the appeal process and placed on Medical Leave without pay or return to regular or temporarily modified responsibilities dependent on their medically confirmed fitness for work.
- 9.11 Notwithstanding Article 9.10, in the event the Staff Member has appealed the denial of disability benefits, pending the appeal outcome, the Staff Member shall receive salary at the same rate as disability benefits ("DL Bridge Salary"), commencing on the first day following the 26 week Medical Leave, provided:
- a) the Staff Member applies for disability benefits no later than 4 weeks prior to the expiry of the Medical Leave; and;

- b) DL Bridge Salary shall cease no later than 8 weeks after Medical Leave has expired, unless disability benefits are approved on appeal, in which case, the DL Bridge Salary paid shall be allocated against disability benefits; and
 - c) in the event disability benefits are not approved on appeal, the Staff Member shall be required to repay to the University all DL Bridge Salary received. Amounts owing may be recovered in accordance with Article 16 (Indebtedness).
- 9.12 Absence due to Medical Leave shall be considered service for determining eligibility for a sabbatical leave or professional leave, for Staff Members so eligible, but absence on disability leave shall not be so considered until such time when the Staff Member commences a documented gradual return to work plan which shall be again considered service on a pro-rated basis.
- 9.13 If, following review of the Medical Certificate, there is doubt about the medical capability of the Staff Member to perform their regular University responsibilities, after consultation with the Association and the Provost or the Vice President (or their respective designates), the Staff Member may be required to be examined by a qualified medical specialist selected by the University's disability plan manager/adjudicator.
- 9.14 If a medical examination is required under Article 9.13, the Staff Member shall authorize the release of any relevant medical records to the qualified medical specialist selected from any previous medical examinations should the medical specialist so request.
- 9.15 Following examination of the Staff Member, the qualified medical specialist shall submit a report to the University's disability plan manager/adjudicator and the Staff Member shall so authorize that release.
- 9.16 Upon receipt of the report of the qualified medical specialist, the University's disability plan manager/adjudicator shall make a recommendation for a course of action and the Employer shall take appropriate action including, but not restricted to, the following:
- a) placing the Staff Member on Medical Leave;
 - b) requiring the Staff Member to continue on Medical Leave;
 - c) requiring the Staff Member to perform regular University responsibilities;
 - d) requiring the Staff Member to apply for disability benefits (provided the Staff Member is eligible for disability benefits);
 - e) requiring the Staff Member to participate in any treatment program prescribed by the qualified medical specialist.

Article 10: Staff Member Information and Personnel Files

Access to Information

- 10.01 A Staff Member shall have access, with reasonable notice, to the records of all personal information pertaining to the Staff Member, except:
- a) to confidential evaluations regarding the Staff Member's application for employment;
 - b) to confidential evaluations regarding career decisions about a Staff Member which are made in accordance with the evaluation, performance and appeal procedures;
 - c) to portions of the record that would not be released under the provisions of the *Access to Information Act (ATIA)* as may be amended from time to time.
- 10.02 A Staff Member may request of the custodian of files that the Staff Member be permitted to examine the Staff Member's (non-digitized) personnel files in that office. Such examination shall be during working hours. During the examination, the Staff Member shall be accompanied by the custodian, or delegate. The Staff Member shall not remove the file from the office, and subject to Articles 10.03 and 10.04 and shall not change anything in the file. Access to review digital personnel files will be provided through the granting of access to a secure digital folder as soon as reasonably possible.

Right to correct information

- 10.03 A Staff Member may request that information in a record pertaining to the Staff Member be corrected. If the request is accepted, the Employer shall endeavour to make the correction within 10 days.
- 10.04 If the information in the record is opinion, the Staff Member may submit an annotation which shall be linked to a record. If a request that information in a record be corrected is not accepted, the Staff Member may submit an annotation which shall be linked to the record.

Article 11: Copyright and Patent

Copyright

- 11.01 Pursuant to the PSLA, unless otherwise agreed to by the University, the ownership of any work, information or material, regardless of form, including any copyright acquired or produced by an employee of the University that results from or is connected with the employee's duties or employment, vests in the University and may be made available to the public under conditions, on payment of fees or royalties, as the University may determine.
- 11.02 The University hereby agrees that a Staff Member who creates a Work resulting from or connected with the Staff Member's duties or employment owns copyright in the Work.
- 11.03 Notwithstanding Article 11.02, the University will own or have interest in certain Works, as described in Appendix B.1.
- 11.04 Appendix B contains the detailed terms regarding Works created by a Staff Member.
- 11.04.1 The Employer shall inform students that video and audio recordings of classes by students will only be in accordance with *Guidelines for the Recording of Lectures at the University of Alberta*, as may be amended by the Employer from time-to-time.

Patents

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

Article 12: Workload

- 12.01 The workload of each Staff Member shall be assigned in a manner that is fair, reasonable, non-arbitrary, and equitable, and that enables the Staff Member to maintain a healthy work/life balance.
- 12.01.1 Any Staff Member who believes that their assigned workload is inconsistent with Article 12.01 shall discuss the matter with the Department Chair/supervisor; the parties may agree on an adjustment of workload.
- 12.02 Following the discussion referenced in Article 12.01.1, if it does not satisfactorily resolve the issue, the Staff Member shall have recourse to the Dean/Supervisor's supervisor for an adjustment of workload. The Member shall put their concern in writing for the Dean/Supervisor's supervisor's consideration and the Dean/Supervisor's supervisor shall meet with the Member as soon as reasonably practicable for a discussion; after which the parties may agree on an adjustment of workload. Failing agreement, the decision of the Dean/Supervisor's supervisor shall be final and binding.

- 12.03 Where the Employer intends to implement comprehensive change to teaching workloads across a faculty, the Employer shall consult with the Association.

Equipment

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

Article 13: Health and Safety

Occupational Health and Safety

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

Right to Refuse Work

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

Rights and Obligations regarding Health & Safety, Harassment and Violence

- 13.04.1 In accordance with the Occupational Health and Safety Act, the Employer shall ensure, as far as reasonably practicable:
- a) the health and safety and welfare of Staff Members;
 - b) that Staff Members are aware of their rights, duties and obligations under the Act and are aware of any health and safety issues arising from the work conducted at the workplace.
- 13.04.2 All Staff Members have the right to a violence and harassment-free workplace. Equally, they have the responsibility to refrain from causing or participating in workplace or sexual harassment or violence.

Article 14: Grievance

- 14.01 A grievance is defined as an allegation or complaint that there has been a violation, improper application or interpretation of the terms of this Agreement.
- 14.02 Disputes for which there are specific dispute resolution mechanisms provided in this Agreement (for instance, University responsibilities, appeal of supplementary professional activity, unacceptable academic performance, appeal of decisions of FEC, discipline decisions, timing of vacations), shall be resolved by those mechanisms and not by the grievance procedures of this Article 14.

Step 1 (Request for Meeting)

- 14.03 If a dispute arises between the Employer and the Association regarding the Employer's alleged violation, improper application or interpretation of the terms of this Agreement, the Association

shall first seek to settle the dispute through discussion with the Employer as follows:

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

Step 2 (Grievance)

- 14.04 If the dispute is not resolved to the satisfaction of the Association, the Association shall have sole authority to determine whether to advance the dispute to Step 2 (Grievance), and if it determines to do so, shall advance the dispute within 15 days of the decision being issued in accordance with 14.03.3.
- 14.05 The decision of the Association to submit a grievance or not is final.
- 14.06 A grievance may be submitted:
 - a) by the Association;
 - b) by the Association on behalf of an individual Staff Member;
 - c) by the Association on behalf of a group of Staff Members; or
 - d) by the Board.
- 14.07 A grievance submitted by the Association shall be filed with the applicable Dean / senior administrator (or if the administrative officer referenced in Article 14.03.1 is the Dean / senior administrator, then with the Provost / Vice-President), with a copy to the Associate Vice President (Human Resources, Health, Safety and Environment). A Department Chair shall never be the recipient of a grievance filed by the Association. A grievance submitted by the Board shall be filed with the Executive Director of the Association.
- 14.08 In submitting a grievance, the Association or Board, as the case may be, shall:
 - a) state the grievance in writing;
 - b) refer to the Article or clause in the Agreement which is alleged to have been violated or improperly applied, or for which the parties have conflicting interpretations;
 - c) summarize the facts giving rise to the dispute; and
 - d) state the relief or remedy sought.
- 14.09 The recipient of the grievance shall deliver a decision in writing to the Association or the Board, as the case may be, within 15 days of the date of filing of the grievance and the decision shall include a recommendation for resolution of the dispute.
- 14.10 If the grievance is not resolved to the satisfaction of the grieving party, the grievance may be advanced to Step 3, in accordance with Article 14.11

Step 3 (Arbitration)

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

- 14.12 All dates and times in this Article 14 may be varied by the mutual written consent of the parties, which shall not be unreasonably withheld. Any timeline variations shall automatically extend all subsequent deadlines accordingly.
- 14.13 Failure of the Association or the Board to act within the time periods required by this Article 14 or as altered by Article 14.12 may, within 5 days of such failure, be drawn to the attention of the party failing to act. If the party failing to act does not respond within 10 days, the failure to act shall indicate acceptance of the proposed resolution, or the other party may choose to refer the matter to arbitration in accordance with the procedures of Article 15.

Article 15: Arbitration

Scope and authority

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

Appointment of arbitrator

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

Authority of the arbitrator

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

Decisions of the arbitrator

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

Voluntary Binding Interest Arbitration

- 15.05.1 The Board and the Association may agree in writing to refer unresolved collective bargaining issues to a three-member binding arbitration board.
- 15.05.2 The binding arbitration board shall establish its own rules of procedure.

- 15.05.3 The award of the binding arbitration board is binding on the parties and on the members of the Association and shall be included in the terms of the Agreement.

Timing of arbitration

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

Procedures of arbitration

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

Costs of arbitration

- 15.08.1 The Board and the Association shall share equally the fees and expenses of the arbitrator.
- 15.08.2 Each party shall bear its own costs of presentation to the arbitrator.
- 15.08.3 In the event of a three-person arbitration Board, each party shall bear the costs of their own nominee.

Enforcement of award

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

Article 16: Indebtedness to the University

- 16.01 A Staff Member may, from time to time, be under a financial obligation to the Board. Without restricting the generality of the foregoing, examples of such obligations may include travel advances not used or returned, unauthorized personal expenditures on University credit cards, and over expenditures on University accounts for which the Staff Member has signing authority.
- 16.02 The Board shall notify the Staff Member of such obligation by formal notice sent to the Staff Member.
- 16.03 If the Staff Member does not respond within 30 days to make arrangements to discharge the obligation, the Board may deduct the amount owing from the salary due and payable to the Staff Member.
- 16.04 Notwithstanding 16.03, the Board shall extend the timeline of 30 days when the Board was the cause of the indebtedness due to their error.

Article 17: Resignation

- 17.01 A Staff Member intending to resign shall submit a formal letter of resignation to the Staff Member's Supervisor/Dean, with as much notice as possible before the effective date of resignation.
- 17.02 The normal date of resignation shall be the end of the academic year or term.

Article 18: Retirement

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

Phased Retirement Periods

- 18.05.1 A Staff Member shall be entitled to either a phased pre-retirement period of employment or a phased post-retirement period of employment, provided the appropriate notice periods are complied with. A Staff Member who has not provided the appropriate notices may be eligible for phased retirement but the decision of such eligibility shall be made by their Supervisor or Department Chair as applicable.

- 18.05.2 At least 3 months prior to completing arrangements for a phased retirement period, the Supervisor or Department Chair as applicable after consultation with the Staff Member shall provide in writing to the Staff Member the assignment of duties required under the part time status and the Staff Member shall provide a written outline of the Staff Member's anticipated additional activities not directly assigned. Should the Staff Member not agree with the duties assigned by the Supervisor or Department Chair as applicable, the Staff Member may submit the dispute to the Dean/Supervisor's supervisor for a final and binding decision.
- 18.05.3 A Staff Member shall not normally accept responsibility as supervisor for new graduate students during this period and normally shall limit application for research grants and contracts to those that can be completed in the phased retirement period.

Phased Pre-Retirement Period

- 18.06.1 For the purposes of this Agreement, "phased pre-retirement period" is defined as a period of leave without pay from a portion of duties, immediately preceding retirement.
- 18.06.2 A Staff Member shall be entitled to a phased pre-retirement period, providing at least 6 months written notice to their Supervisor or Department Chair as applicable of the commencement date of the phased pre-retirement period. The Staff Member shall agree to retire immediately upon completion of the phased pre-retirement period.
- 18.06.3 The phased pre-retirement period shall consist of one of the following sets of conditions:

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

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

Phased Post-Retirement Period

- 18.07.1 For the purposes of this Agreement, "phased post-retirement period" is defined as a period of re-employment immediately following retirement.
- 18.07.2 A Staff Member shall be entitled to a phased post-retirement period if the Staff Member has not taken a phased pre-retirement period and by providing as much notice as possible (18 months is highly recommended).

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

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

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

18.08 Articles 18.05 -18.07 only apply with respect to Academic Faculty Members, FSO Members, and where an application is approved, to Librarians and APO Members with a Continuing Appointment. A Librarian or an APO Member with a Continuing Appointment may submit an application for phased pre or post retirement to the Chief Librarian or Supervisor, as the case may be and the Chief Librarian/Supervisor may approve or reject the application, or the Chief Librarian/Supervisor and Staff Member may agree on a modified arrangement.

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

Article 19: Severance

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

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

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

Article 20: Salaries and Benefits

Salaries and Salary Adjustment

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

20.01.2 Salaries shall be paid monthly in arrears.

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

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

- 20.01.5 Salary adjustments that are not captured within the \$800k would include responsibility pay, additional teaching, administrative stipends, CRC stipends, Clinical in-lieu payments, and Supplemental Professional Activity payments (third party flow through).
- 20.01.6 The Employer will provide AASUA with a report by June 1 for the last fiscal year, detailing the aggregate amount spent for the purposes of recruitment and/or retention and the total number of adjustments.

Supplementary Health, Dental and Ancillary Benefits

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

Statutory Benefits

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

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

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

Alberta Health Care Insurance (AHC)

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

Vacation

- 20.06.1 Each Staff Member shall be entitled to annual vacation entitlement in accordance with Schedules A-G, as applicable.
- 20.06.2 The Supervisor (Department Chair for Academic Faculty Members or Trustholder for TRAS Members) shall approve the time of vacation. Disputes concerning vacation time shall be referred

to the Supervisor's supervisor (the Dean for Academic Faculty Members) for resolution, whose decision shall be final and binding.

- 20.06.3 Vacation is earned while on paid leave, with the vacation earned proportional to the length of the leave.
- 20.06.4 No vacation shall be earned during:
- a) leave without pay;
 - b) disability leave; or
 - c) that portion of leave with partial pay for which no salary is paid.
- 20.06.5 Salary in lieu of vacation shall not be paid.

Eligibility for Supplementary Health, Dental and Ancillary Benefits

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

Article 21: General Liability Insurance

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

Article 22: Death in Service

- 22.01 In the event of the death of a Staff Member, the Board shall pay to the Staff Member's estate an amount for salary owed to the date of death plus a death benefit equivalent in value to the Staff Member's salary for the balance of the month in which the staff member dies plus one additional month's salary regardless of the month in which the Staff Member dies. Such payment shall be in full payment of salary and vacation entitlement.
- 22.02 Pending further decision of the Board with notice to Staff Members, the Board shall provide an insurance policy which shall pay to the estate of the Staff Member or to the Staff Member the sum of \$100,000.00 for any accident resulting in death or up to \$100,000.00 for any accident resulting in dismemberment or loss of sight in consequence of and during the course of any trip while on University business, subject always to the terms and conditions of the insurance policy. Details may be obtained from Shared Services.

Article 23: Employment Equity

Affirmation Statement

- 23.01.1 The parties recognize the responsibility, value, and need to provide a proactive inclusive environment supportive of equity, diversity, reconciliation, and the fair treatment of university community members, particularly those in federally designated and other equity-seeking groups such as women and gender minorities, visible minorities, Indigenous peoples, persons with disabilities, and 2SLGBTQ+ people.
- 23.01.2 Consistent with the University's Strategic Plan for Equity, Diversity and Inclusivity, (Strategic Plan for EDI) the Employer commits to proactively identifying and implementing existent best practices in ensuring an inclusive environment, fairness and equity in the career progression of Staff Members and to developing instruments and methods for assessing demographic characteristics of the University. In keeping with the principles associated with equity, a particular focus will be on legally identified Federally Designated Groups and under represented groups.
- 23.01.3 The Employer commits to identify and eliminate or modify employment policies, practices and systemic trends or behaviors, which have unfavorable effects on the career progression of Staff Members with a special commitment and consideration given to the relevant legally identified Federally Designated Groups, and persons historically underrepresented.
- 23.01.4 In this commitment, the Employer will abide by relevant Alberta and Canadian legislation, the Strategic Plan for Equity, Diversity, and Inclusivity, as well as University of Alberta Policies and Procedures Online (UAPPOL), particularly the Discrimination, Harassment and Duty to Accommodate Policy, the Disability Management/Health Recovery Support Policy, the Sexual and Gender-Based Violence Policy and Procedures, and the Recruitment Policy.

Accountability

- 23.03.1 It is the responsibility of the Employer to enact policies that reflect the principles of EDI.
- 23.03.2 The Employer commits to the development and promotion of training on proactive EDI principles and practices, bias-awareness, cultural sensitivity, and discrimination, harassment, bullying, and racism.

Reporting

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

Achieving Equity, Diversity, and Inclusion in the Workforce

- 23.05.1 The Employer commits to equal opportunity in career progression, and to creating an environment where personal and/or cultural characteristics should not bias appointment or evaluative decisions in peer review processes pertaining to awards or career progression. This does not preclude the Employer's ability to recruit and promote specifically to improve equity and diversity.
- 23.05.2 In collaboration with the Association, the Employer commits to building a diverse workforce and supporting the implementation of EDI principles in teaching, research, and service.

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

- 23.06.1 (a) The Employer supports all areas of research and scholarship and encourages development of fair and equitable evaluation criteria relevant to each area of research and scholarship and that embraces a diversity of scholarly approaches and outputs.
- (b) The Employer supports the establishment, and regular review, of evaluative criteria that each:
- i. reflect the value of diverse approaches to research;
 - ii. respect processes, methodologies, outputs, and diverse experiences and contributions to teaching and learning, service and community engagement;
- related to, and reflective of, the epistemological and cultural relevance of such approaches.

Institutional Advisory and Oversight Committee on EDI

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

Appendix A: Economic Agreement

1. Term

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

The parties agree that:

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

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

2. Across-The-Board (ATB) Increases

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

3% effective July 1, 2024

3% effective July 1, 2025

3% effective July 1, 2026

3% effective July 1, 2027

Retroactivity will not be applicable to those former AASUA members that have left the employment of the Employer on or after June 30, 2024 and have not subsequently returned at any time prior to the date of ratification.

3. Merit Increments

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

4. ATS salary scales

The previously agreed ATS salary scale that was effective June 30, 2024 for new ATS appointments made on or after June 30, 2024 shall be vacated effective date of ratification and shall have no effect.

5. Academic Benefits Plan

Effective July 1, 2025, the per capita funding of the Academic Benefits Plan shall be increased by the ATB (of 3%) plus \$2000. In addition, the ATB indexing continues to apply thereafter.

	PERCENTAGE INCREASE FORMULA	
YEAR	Per capita funding – (Operating)	Per capita funding Trust (Operating minus \$1400)
2019-20 Base year	\$12,466	\$11,066
2020-21	\$12,597	\$11,197
2021-22	\$12,971	\$11,571
2022-23	\$13,789	\$12,389
2023-24	\$14,181	\$12,781
2024-25	\$14,573	\$13,172

	Per capita funding Operating + TRAS who get PER	Per capita funding Trust who do not get PER
2025-26	\$14,573 x ATB + \$2,000	Operating - \$1400
2026-27	2025-26 x ATB	Operating - \$1400
2027-28	2026-27 x ATB	Operating - \$1400

The per capita funding that is in place immediately prior to the end of the term of this collective agreement shall continue to be the per capita funding during the statutory bridging period occurring pursuant to s.130 (or its successor provision) of Alberta's Labour Relations Code.

6. Dental Fee Guide

Effective March 8, 2022, the dental fee guide shall be maintained at the most current year Alberta Dental Fee Guide going forward.

7. Compensation-in-lieu for Academic Staff not covered by Benefits Plan

Effective March 8, 2022, compensation-in-lieu of benefits for Academic Staff not covered by the Academic Benefits Plan will be 4% of salary payable.

8. The Academic Supplementary Retirement Plan (ASRP) Salary Cap

Effective January 1, 2024: \$220,668

Appendix B: Copyright Regulations (2016)

[Refer to applicable Schedule]

Appendix C: Patent Policy

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

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

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

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

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

Purpose

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

POLICY

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

1. Application

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

2. PIP Created at the University

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

3. Ownership

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

4. Timely Disclosure and Availability

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

5. Commercialization

- a) Decisions regarding Commercialization of PIP shall be made with the consent of all its Inventors and the University. If any Inventor or the University does not consent, that decision shall be made through arbitration, with due regard to any ethical, moral, or religious objections of any Inventor and the University.

- b) The party that undertakes Commercialization, either the University or the Inventor, has a fiduciary obligation to all the interested parties.
6. Commercialization by the University
- a) Where there is more than one Inventor the University will have the option to undertake Commercialization only in those cases where:
- i. The Inventors unanimously agree that they wish the University to undertake Commercialization; or
 - ii. There is disagreement among the Inventors as to whether to pursue Commercialization, or as to how the Commercialization process is to proceed; or
 - iii. The University is not satisfied that all Inventors have been fully informed and are willing participants in the decision to pursue Commercialization or not.
- b) In the case where the University undertakes Commercialization, ownership shall be assigned to the University to manage the process.
7. Commercialization by the Inventor
- a) The Inventor, subject to the conditions in Clause 6, may elect to undertake the Commercialization process.
- b) In the event that the Inventor elects to undertake the Commercialization process, the University will have the right to either approve or prevent the first transaction by which the rights to the PIP are affected.
- c) The University will have the right to either approve or prevent any subsequent transactions by which the rights to the PIP are affected where any party directly or indirectly involved is not at arm's length to the Inventor.
- d) University approval or prevention of transactions shall not be unreasonably withheld or exercised.
8. Priority of Funds to Secure Legal Protection
- Funds advanced by a party to secure legal protection of PIP shall have priority for return to the party who advanced the funds.
9. Division of Net Revenue
- a) One third (1/3) of Net Revenue generated by PIP shall go to the Inventor.
- b) One third (1/3) of Net Revenue generated by PIP shall go to the University, one third (1/3) of which will be used to support research in the Faculty/Department where the research took place.
- c) One third (1/3) of Net Revenue generated by PIP shall be committed to the Commercialization process.
10. Variation
- Where the University believes that such agreements are in the best overall interests of the University and the Inventor, certain contracts, grants, sponsorships and research agreements which have been or will be entered into by the University, on its behalf or on behalf of certain of its members, with industrial companies, government agencies and other bodies, may contain provisions, whereby all PIP are licensed to such companies, agencies and other bodies or assigned to the University and licensed to such companies, agencies or other bodies, and may contain provisions which are at variance with the provisions of this Policy. The provisions of such contracts, grants, sponsorships and research agreements shall supersede the other provisions of this Policy. The University retains the right to enter into such agreements, and requires that University members comply with such provisions in contracts, grants, sponsorships, or research agreements.
11. Education and Research Use
- The University has a non-transferable royalty-free license to use all PIP created at the University for non-commercial education and research purposes.
12. Policy Review
- Patent Policy and related Procedures shall be reviewed every 5 years.

13. Application of Conflicts and Ethics Policy

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

14. Delegation

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

15. Non-Compliance

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

16. Arbitration

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

DEFINITIONS

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

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

Appendix D: Academic Benefits Management Committee (ABMC)

TERMS OF REFERENCE Academic Benefits Management Committee

Basic Principles

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

Operating Principles

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

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

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

- 4.2 While the plan should be constantly monitored, a negative cumulative variance of \$250,000 should trigger a pro-active assessment of alternatives to reduce the negative variance. The parties will agree on methods to reduce the negative variance that will permit an orderly reduction of the negative variance using realistic assumptions and allowing for adequate notice of plan changes.
- 4.3 While there is no specific trigger amount for a positive cumulative variance, should it become large, the ABMC will review how it should be prudently addressed in the best interests of the members and in keeping with the plan's principles. (In order to allow flexibility in its decision making, ABMC assigns no specific value to the adjective "large.")
- 4.4 Administrative costs will be managed efficiently so as to maximize the benefits available within the agreed upon targets. Both internal and external administrative costs will be accounted for and budgeted for individually. There will be transparency and accountability to ensure that all administrative costs are reasonable.
- 4.5 Processes will be established to educate members on the issues related to costs and plan management so they can better assume responsibility for becoming knowledgeable and effective consumers of health care benefits.
- 4.6 There is a shared responsibility between the AASUA, the University, and plan members to achieve an effective balance between providing comprehensive coverage, ensuring financial sustainability of the plans, and ensuring judicious use of benefits.

Managed Benefits Categories

5. Staff groups that will be managed by the ABMC are those covered under the following academic staff Schedules:

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

Benefits Plan Management

7. The ABMC will:
 - 7.1 Survey the membership at regular intervals to determine their satisfaction with the benefits plan and to receive input on changes to the benefits plan;
 - 7.2 Advise on the design and application of the benefits plan;
 - 7.3 Advise on the marketing and funding of the benefits plan;
 - 7.4 Review, develop, and recommend proposed strategies to assist in containing the costs of the benefits plan;
 - 7.5 Review and make changes to the benefits plan;
 - 7.6 Review and approve the annual budgets of the benefits plan;
 - 7.7 Advise both the University and the AASUA on the interpretation of the benefits plan;
 - 7.8 Determine and resolve and/or adjudicate claim disputes to ensure that the claim has been adjudicated in accordance with the master policy agreements as developed by the ABMC from time to time; a Staff Member may appeal by submitting in writing to the co-chairs of ABMC a letter setting out the dispute regarding benefits.
 - 7.9 With respect to Disability Leave claims, rule, as necessary, on appeals arising from a policy interpretation or an administrative decision. (Disability Leave claim appeals arising from interpretation of medical evidence lie outside the scope of ABMC and are decided by a medical reference board in accordance with the terms and conditions of the Disability Leave policy);
 - 7.10 If a member appeals for help beyond the existing set or maxima of benefits, decide if the appeal lies within its jurisdiction, assess whether the grounds for appeal are typical or unique, and decide whether or not the appeal should be upheld (the decision of the ABMC is final and binding; subsequent to its decision on a particular appeal, the ABMC will consider if the appeal warrants a change to the existing benefits plan);
 - 7.11 Generally, perform such other advisory functions as the University and AASUA may jointly direct; and
 - 7.12 Ask resource people to attend and advise as required.

Material Change

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

ABMC Membership and Procedures

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

ABMC's Role in Collective Bargaining

16. The ABMC is confirmed as the appropriate body to bring forward benefit items for consideration in collective bargaining. The ABMC retains the ability to introduce changes to benefits based on the desirability of the change and the availability of funds under its management and, in accordance with clause 8 above, material changes to the benefits plan that are not linked to negotiations directly must be approved by the University and AASUA. The following process clarifies the role of ABMC in introducing benefit items to compensation negotiations for discussion and for approval or rejection:
 - 16.1 In advance of collective bargaining, the ABMC will bring forward benefit items for consideration by the negotiating teams.
 - 16.2 Also in advance of the commencement of negotiations, the AASUA or University may make requests to the ABMC to consider benefit changes. The ABMC will undertake comprehensive

analysis of the requests and will make its best efforts to provide a joint recommendation including the funding impact of the change to the negotiating teams.

- 16.3 Any changes to the benefits plan will be vetted and analyzed by the ABMC before being considered by the negotiating teams (i.e. neither team will introduce a benefit change at compensation negotiations that has not been evaluated through the ABMC process).
- 16.4 The negotiating teams will be free to accept or reject ABMC's recommendations or lack thereof, thereby preserving the authority of the teams to negotiate terms and conditions and of employment, including new or modified benefits.
- 16.5 Each negotiation of academic staff compensation must include an agreed rate of per capita funding to the academic benefits plan independent of any significant changes to benefits agreed to during negotiations. The negotiating teams are free to negotiate a per capita rate that is more or less than sufficient to cover the continuation of the existing benefits and leave the application of the provided funding up to the judgment of the ABMC.
- 16.6 Where a negotiated change in benefits is agreed to in the ratified compensation settlement, it automatically becomes part of the benefits plan. The impact of a negotiated significant change in benefits can be built into the agreed rate of per capita funding or identified as an incremental dollar amount in the first year of the agreement. If the latter, the incremental dollar amount must be incorporated in the per capita funding rate prior to the application of the second year of the agreement's per capita increase. This ensures a simple and understandable process for changes in funding over time.

Annual Report

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

Dispute Resolution Mechanism

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

Appendix D.1: Benefit Programs

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

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

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

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

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

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

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

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

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

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

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 Alberta dental fee guide. Basic services covered at 100%; Major and Orthodontic services covered at 75%.

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

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

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

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

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

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

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

Psychological Services: Services of a registered psychologist or a registered social worker are included within the existing paramedical practitioner coverage in the health plan.

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

PHASED RETIREMENT BENEFITS

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

Phased Post-Retirement Benefits include:

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

Phased Pre-Retirement Benefits include:

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

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

Appendix F: Discipline Interpretation

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 policies, such as the UAPPOL Discrimination, Harassment and Duty to Accommodate Policy, and alleged breaches of administrative rules and regulations, that are binding on academic staff members.

Appendix H

Memorandum of Understanding (“MOU”) RE: Forum of Course Delivery

WHEREAS the societal obligations of the University towards the public are best accomplished through collegial governance at the Departmental, Faculty, and University level;

AND WHEREAS the *Post-Secondary Learning Act* SA 2003 c.P-19.5 (“PSLA”) enshrines in legislation the respective responsibilities of the Dean, the General Faculties Council and the individual Faculty and School Councils in relation to the oversight and organization of the academic affairs and programs of study at the University;

AND WHEREAS the Collective Agreement between the Governors of the University of Alberta and the Association of the Academic Staff of the University of Alberta (the “Collective Agreement”) provides for obligations and entitlements for both the University’s Senior Administrators and Academic Faculty Members/Academic Teaching Staff Members (the “Members”) with respect to each Member’s specific teaching responsibilities;

AND WHEREAS the Parties wish to reasonably strive for collaborative, cooperative and mutually agreeable arrangements between Department Chairs and Members with regard to Forum, as defined herein.

NOW THEREFORE the Parties wish to work together in the best interests of the University of Alberta as well as the Members respecting the forum of course delivery, meaning, whether a course will be delivered in-person, remotely, or as a hybrid (the “Forum”), and hereby agree as follows:

1. In discussions and decisions concerning Forum pursuant to the process herein, the Department Chair and the Member will make their best efforts to ensure that the Faculty or School Council’s overall objectives for the program of study are accomplished.
2. Any Member wishing to have input regarding, or to advocate for, a particular Forum or change of Forum for a course they are, wish to be, or are likely to be assigned has the right to make such a request to the Department Chair and to meet with the Department Chair to meaningfully discuss the request.
3. Such a request shall be in writing and made with as much advance notice as is practicable in the circumstances, and preferably in advance of course assignments.
4. A Department Chair who has received a Member’s request as noted above will meet with the Member as soon as reasonably practicable, as the parties recognize the issue may be time sensitive.
5. Discussions during the meeting shall include, but not be limited to: potential solutions that consider the circumstances of the Member, the needs of the University and its students, the specific course content, the approved course description, and academic policy. Additional alternative solutions will be considered, including the potential for the Member to exchange a course or a section of a course with a consenting colleague.
6. The Department Chair shall consider the Member’s request and input, including any of the pertinent matters noted in Paragraph 5 above, in good faith and make a fair and unbiased decision in respect of Forum consistent with the considerations arising from this MOU and having accounted for the provisions of the current Collective Agreement regarding teaching responsibilities.
7. The Department Chair shall provide written notice to the Member of the outcome of the Member’s request/input regarding each applicable course(s), including a brief explanation of the rationale for the Chair’s decision. Such notice shall be provided to the Member within a reasonable time after the meeting referred to in paragraph 4 above, accounting for how soon the finalizing of the class assignments and Forum needs to be made.

8. Where a dispute remains between the Department Chair and the Member over the Forum, the dispute resolution provision within Articles A2.06 or D2.05 of the Collective Agreement, as applicable, shall apply, with the requirement that the Member provide written notice of the dispute to the Dean within 15 calendar days following receipt of the Chair's written notice to the Member referenced above in paragraph 7. In the case of a non-departmentalized Faculty where there is no Chair and the initial decision regarding Forum was instead made by the Dean, Articles A2.06 and D2.05 will apply in the same manner except the decision maker regarding the dispute regarding Forum will be the Provost instead of the Dean.
9. Nothing in this MOU shall be construed to impact the pedagogical choices of Members in regards to the specific course content for the courses within their teaching responsibilities.
10. Nothing in this MOU shall be construed to derogate from the right of a Member to be accommodated to the point of undue hardship for reason of a personal characteristic protected by the *Alberta Human Rights Act*.
11. Nothing in this MOU shall preclude the Parties from negotiating a modified or different agreement with respect to Forum-related issues during collective agreement bargaining.

**Memorandum of Understanding
Non-Disciplinary Suspensions**

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

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

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

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

**Letter of Understanding
Non-Gender Based Salary Inequity**

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

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

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

Letter of Understanding Contracting Out

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

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

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

Schedule A

ACADEMIC FACULTY MEMBERS

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Article A1: Appointments

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

Contingent appointments

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

Special conditions

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

Effective dates

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

Non-accountable moving allowances

- A1.05.1 An Academic Faculty member upon appointment may be eligible for a non-accountable moving allowance toward expenses necessarily and reasonably incurred in moving to Edmonton which shall be based on removal from the place of residence. The allowance, to the maximum specified, shall be paid upon presentation of an account of expenses supported with appropriate receipts. Regulations governing non-accountable moving allowances shall be established from time to time by the Board after consultation with the Association.
- A1.05.2 An Academic Faculty member who voluntarily leaves the service of the University before rendering two years of service shall be required to refund a portion of the non-accountable moving allowance; each month's regular service (exclusive of leave periods) shall be considered as discharging one twenty-fourth of the obligation. In cases where probationary periods are less than two years, the obligation shall be discharged in a proportionately shorter period. If the Academic Faculty member is appointed with tenure, one year's service shall discharge the obligation to the University; if such an Academic Faculty member leaves the University prior to having served one year, the obligation shall be reduced proportionally with each month served.

Academic Administrators

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

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

Administrators in the Bargaining Unit

A1.07.1 The following provisions will apply to Staff Members appointed to an administrative position which is not otherwise expressly excluded from the bargaining unit, namely: Department Chair, Associate Chair, academic Assistant Dean, Associate Dean and, with agreement of the parties, administrative positions variably titled but similar in type.

- a) the terms and conditions of a Staff Member's administrative appointment are separate and apart from those of the Staff Member's academic appointment and shall be as mutually agreed in writing directly between the Staff Member and the Dean or Appointing Officer, as applicable;
- b) the administrative appointment agreement shall include information regarding:
 - i. the duties and responsibilities of the position to which the Staff Member is being appointed;
 - ii. the term of the appointment;
 - iii. remuneration associated with the administrative appointment, if any;
 - iv. the performance review process;
 - v. the process by which the appointment may be terminated;
 - vi. the process by which the appointment may be renewed;
 - vii. the status and position of the Staff Member on expiry of the appointment; and
 - viii. any special conditions;
- c) a copy of the executed administrative appointment agreement shall be provided to the Association;
- d) the Association shall have the right to pursue grievance or arbitration (using the dispute resolution provisions in this Agreement) only to enforce the written terms and conditions in the executed administrative appointment agreement, as may be amended by the Employer and Staff Member in writing;
- e) the Association shall not have the right to grieve a decision to not renew an administrative appointment or to terminate such an appointment without cause, or any matter related to the University's lawful direction to the Staff Member concerning the performance of their duties in the administrative position, unless any such matters contravene the written terms and conditions in the executed administrative appointment agreement;
- f) if the Staff Member and Dean or Appointing Officer, as applicable, are unable to reach agreement on the terms and conditions of the administrative appointment, the Staff Member shall not be appointed and shall have no recourse or remedy.

A1.07.2 Article A1.07.1 shall not:

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

Article A2: University Responsibilities

A2.01.1 An Academic Faculty member shall be a scholar, active in teaching, in research, and in service.

- A2.01.2 The responsibilities of an Academic Faculty member shall include Teaching, Research and Service as described below. The proportion of Teaching, Research and Service shall be determined by agreement of the Department Chair and Academic Faculty member for the upcoming academic year, or as set out in the Academic Faculty member's Letter of Appointment.
- a) Teaching: participation in teaching programs, including classroom teaching, clinical teaching, supervision of graduate students and 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 5 years. The variations shall be designed to increase responsibilities in one area (e.g. teaching innovation) while reducing responsibilities in another. (See also Article A6.04).

Teaching

- A2.02.1 The Department Chair shall assign to each Academic Faculty member specific teaching responsibilities, which shall include courses to be taught and other teaching duties which may include supervisory and administrative responsibilities.
- A2.02.2 Teaching responsibilities in the Intersession shall be governed by the terms set out in Appendix A.5. In the event of a conflict between a provision of Appendix A.5 and a provision of the Common Agreement or Schedule A, the provisions of the latter shall prevail.
- A2.02.3 An Academic Faculty member may decide on specific course content and instructional methodology, recognizing the approved course description, and academic policy approved by the Department, the Faculty and the University.

Research

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

carrying out of the research, the University may require that a contract be negotiated through the Vice-President (Research).

Service

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

Activities Report (Annual or Biennial)

- A2.05 An Academic Faculty member shall submit to the Department Chair and Dean an activities report on University responsibilities covering the previous review period ("Activities Report"), where the review period is either a year or two years, as appropriate. 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, or in non-departmentalized faculties, the Provost or delegate. The decision of the Dean, or in non-departmentalized faculties, the Provost or delegate, shall be final and binding.

Article A3: Supplementary Professional Activities (SPA)

Scope and context of SPA

- A3.01.1 An Academic Faculty member is a full-time employee and has a primary obligation to fulfil University responsibilities. The Academic Faculty member shall remain current with recent developments in the discipline through personal professional development.
- A3.01.2 One means of accomplishing professional development may be through professional activity which is supplementary to the primary obligations to the University.
- A3.01.3 Such SPA shall represent an integral part of the responsibility to relate theory to practice, thereby enabling teaching and research to remain professionally relevant. Routine, repetitive and trivial SPA are discouraged.

Authorization of SPA

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

Required SPA

- A3.03.1 A Faculty Council may deem SPA, and the maintenance of a professional license, to be essential to the work of the Department and to the progress of an Academic Faculty member's career. In such cases, the Dean and Department Chair shall encourage SPA.
- A3.03.2 Where a Faculty Council has deemed SPA to be essential to the work of the Department, the Faculty Council shall recommend to the Board that such SPA be considered as part of the Academic Faculty member's primary University responsibilities. The Board may approve such recommendations on such conditions as it deems appropriate, having regard to Article A3.06.

Definition of SPA

- A3.04.1 Without restricting the generality of the term SPA, this category shall include any of the following:
- a) employment in any capacity by another employer including the carrying out of teaching duties, e.g. summer session at another university;
 - b) consulting;
 - c) personal services contracts;
 - d) private practice of the Academic Faculty member's profession, e.g. medicine, dentistry, law, etc.
- A3.04.2 SPA may be categorized as major or minor in scope. Each Faculty Council shall decide what constitutes major SPA but all proposals to teach at another institution shall be considered major SPA.

Approval of SPA

- A3.05.1 An Academic Faculty member shall obtain written approval of the Dean prior to undertaking major SPA. Prior to approving SPA, the Dean shall ensure that primary University responsibilities will be performed satisfactorily.
- A3.05.2 If there is a dispute with respect to an Academic Faculty member's SPA, the Academic Faculty member shall have recourse to the Provost. The decision of the Provost shall be final and binding.

Conditions

- A3.06 The authority and approval of SPA is subject to the following conditions:
- a) The Academic Faculty member shall not compete unfairly with professionals outside the University.
 - b) The SPA shall not infringe upon the University's conflict of interest guidelines.
 - c) The SPA shall conform with regulations governing the use of University facilities and staff.
 - d) The Academic Faculty member shall indemnify and hold harmless the University from and against any loss, injury or damage which the University may or could suffer arising in any way out of or in relation to such activities. The Academic Faculty member gives this covenant and makes this agreement notwithstanding that the University has participated in such activities by the provision of facilities, space, equipment, or administrative assistance, unless the said loss, injury or damage arises directly from a malfunction of the said facilities or equipment which is not caused by the user thereof; and notwithstanding that the University has participated in such SPA by the provision of students or postdoctoral fellows or the like; and withstanding that any formal contract with respect to those SPA has not been negotiated by or approved by the University.
 - e) When engaged in SPA, Academic Faculty members shall not use the name of the University in any way, except as the mailing address, nor shall Academic Faculty members hold themselves as agents of the University when engaged in SPA.

Reporting requirements

- A3.07.1 Each Academic Faculty member, including Department Chairs, shall submit an annual SPA Report to the Dean on SPA in the previous year.
- A3.07.2 SPA undertaken during sabbatical, assisted leave and secondment shall be reported in the annual SPA Report. A Faculty Council may require that SPA undertaken under other types of leave shall also be included in the annual SPA Report.
- A3.07.3 The period covered by the annual SPA Report and the date on which it is to be submitted may vary from Faculty to Faculty with this decision being made, from time to time, by the Faculty Council.
- A3.07.4 The annual SPA Report may be made in conjunction with the Activities Report of the Academic Faculty member or it may be a separate report. Each Faculty Council shall determine, from time to time, which is the appropriate method for that Faculty.

- A3.07.5 SPA shall be taken into account in the evaluation of an Academic Faculty member's performance for tenure, increments and promotion. The annual SPA Report shall be available for information to FEC. With the concurrence of the Provost, a Faculty Council may modify the application of this Article A3.07.5.
- A3.07.6 The following information shall be provided in the Academic Faculty member's annual SPA Report:
- a) the category or type of client or affiliation;
 - b) the nature of services performed;
 - c) an estimate of the total time devoted to each SPA; and
 - d) the names and nature of any continuing contractual arrangements with outside organizations.
- A3.07.7 A Faculty Council may decide that the time of year, week or day when the SPA were undertaken is important. If so, such information shall be included in the SPA Report.
- A3.07.8 Each Faculty Council shall develop the format for the annual SPA Report for that Faculty and submit to the Provost for approval.
- A3.07.9 Decisions reached by a Faculty Council under this Article 8 shall be conveyed, in writing, to the Provost and the Association.

Faculty regulations

- A3.08 Each Faculty Council shall develop regulations with respect to SPA. The regulations and any amendments thereto shall be filed with the Provost and the Association. The regulations shall include:
- a) The definition of what constitutes major SPA.
 - b) The format for the annual SPA Report; the determination of the time period covered by the SPA Report; the date by which the SPA Report is to be submitted; and whether the annual SPA Report shall be included in the Activities Report.
 - c) Any modifications to the requirement that SPA be taken into account in the evaluation of an Academic Faculty member's performance.
 - d) Whether the time of year, week or day when SPA is performed is important to its approval and reporting.
 - e) Whether the annual SPA Report shall include information about remuneration received from SPA.
 - f) Regulations governing the use of University facilities and staff for SPA including arrangements to reimburse the University for such use.
 - g) What evidence shall be required to ensure the Academic Faculty member has adequate personal liability insurance to indemnify the University against any claims.
 - h) Such additional terms and conditions the Faculty Council may consider necessary; such terms and conditions shall be in addition to and not in contradiction of this Article A3.

Article A4: Sabbaticals

Eligibility

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

Application Process

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

Terms and Conditions

- A4.03.1.1 "Base salary" means, for the purposes of this Article A4 and Appendix A.3, the salary set out in the Appointment Letter, excluding market supplements, and as may be increased over time.
- A4.03.1.2 "Full salary" means, for the purposes of this Article A4 and Appendix A.3, Base salary plus any market supplements.
- A4.03.2 Academic Faculty members shall receive 90% of their Full salary while on sabbatical.
- A4.03.3 An Academic Faculty member may receive outside assistance in the form of grants or fellowships. Supplementary professional activity during a sabbatical shall be governed by the terms of Article A3. Research funds received during a sabbatical shall be governed by the terms of Articles A2.03.
- A4.03.4 An Academic Faculty member who has been granted a sabbatical may apply for a sabbatical research grant from the University. Notwithstanding Articles A4.03.1 and A4.03.2, the salary of an Academic Faculty member in receipt of such grant shall be reduced by the amount of such grant. Application for sabbatical research grants shall be made to the Research Services Office, through the applicant's Department Chair and Dean. Details may be obtained from the Research Services Office. Regulations governing sabbatical research grants shall be made by the Provost following consultation with the Association and the Vice-President (Research).

- A4.03.5 A sabbatical of one year shall be deemed to include the vacation entitlement, and a 6-month sabbatical shall be deemed to include one-half of the vacation entitlement.
- A4.03.6 With respect to sickness or injury during sabbatical, see Appendix A.3, Section M.4.
- A4.03.7 Sabbaticals of 6 months in duration shall be restricted to the period July 1 to December 31 or January 1 to June 30 unless otherwise directed by the Provost.
- A4.03.8 The Academic Faculty member shall submit a report concerning activities while on sabbatical to the Dean and, where appropriate, the Department Chair. The report shall be part of the Academic Faculty member's Annual Report for the year(s) under consideration.
- A4.03.9 An Academic Faculty member shall return to regular duties at the University for 6 months upon completion of the sabbatical or, in default thereof, repay to the University an amount equal to 12.5% of the total gross salary paid while on sabbatical and shall, if requested by the University, sign an agreement to that effect prior to going on sabbatical.
- A4.03.10 Detailed information about sabbaticals is provided in Appendix A.3.

Article A5: Probation and Tenure

Types of appointments

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

Probationary periods

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

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

- A5.02.3 The Dean, with the prior written approval of the Provost may, in the initial appointment reduce the length of the first probationary period.

- A5.02.4 If an Academic Faculty member is granted one or more leaves during a probationary period and if the length or type of leave is such that it materially affects the performance on which the Academic Faculty member is to be assessed, then the probationary period shall be extended for one or more years.
- A5.02.5 An extension of a probationary period because of leave shall be made by the Provost on the recommendation of the Dean following consultation with the Academic Faculty member.
- A5.02.6 In considering a recommendation for an extension of a probationary period because of leave, the Provost shall take into account the length of the leave period, the time of the year when the leave was taken and the purposes of the leave.
- A5.02.7 The decision of the Provost regarding extension of probationary period because of leave shall be final and binding.
- A5.02.8 The second probationary period shall be for two years.

Decision at the end of the first probationary period

- A5.03.1 In the last year of an Academic Faculty member's first probationary period the Department Chair shall recommend in writing to the Dean, with a copy to the Academic Faculty member, one of the following:
- a) that a second probationary period be offered to the Academic Faculty member;
 - b) that an appointment with tenure be offered to the Academic Faculty member; or
 - c) that no further appointment be offered to the Academic Faculty member.
- A5.03.2 On receipt of the Department Chair's recommendation under Article A5.03.1, the Dean shall take one of the following steps; and shall inform the Academic Faculty member in writing,
- a) approve a recommendation that the Academic Faculty member be offered a second probationary period, which decision shall be final and binding;
 - b) if the recommendation is for a second probationary period and if the Dean disagrees with such a recommendation, refer the recommendation to FEC for consideration;
 - c) refer to FEC a recommendation that an appointment with tenure be offered to the Academic Faculty member; or
 - d) refer to FEC a recommendation that no further appointment be offered to the Academic Faculty member.
- A5.03.3 Notwithstanding Articles A5.03.1 and A5.03.2, a Faculty Council may determine that all decisions regarding any further appointments at the end of a first probationary period shall be referred to FEC and, in such a case, the recommendation of a Department Chair under Article A5.03.2 shall be submitted directly to FEC.
- A5.03.4 FEC shall consider a recommendation under Articles A5.03.2 (b) – (d) and A5.03.3 and shall make one of the following decisions:
- a) that a second probationary period be offered to the Academic Faculty member;
 - b) that an appointment with tenure be offered to the Academic Faculty member; or
 - c) that no further appointment be offered to the Academic Faculty member.

Decisions at the end of the second probationary period

- A5.04.1 In the last year of an Academic Faculty member's second probationary period, the Department Chair shall recommend to FEC in writing, with a copy to Academic Faculty member, that one of the following decisions be made:
- a) that an appointment with tenure be offered to the Academic Faculty member;
 - b) that no further appointment be offered to the Academic Faculty member; or
 - c) that the second probationary period be extended by one year (but only if such an extension had not been approved for an earlier year by FEC or GAC).

- A5.04.2 After considering the Department Chair's recommendations, FEC shall make one of the following decisions:
- a) that an appointment with tenure be offered to the Academic Faculty member;
 - b) that no further appointment be offered to the Academic Faculty member; or
 - c) that the second probationary period be extended by one year (but only if such an extension had not been approved for an earlier year by FEC or GAC).

Special recommendations for tenure

- A5.05.1 In extraordinary cases, in years other than the last year of a probationary period, a Department Chair may recommend to FEC in writing, with a copy to the Academic Faculty member, that an Academic Faculty member be offered an appointment with tenure. In such a case, FEC shall make one of the following decisions:
- a) that the present probationary period continue; or
 - b) that the Academic Faculty member be offered an appointment with tenure; and, in either case, the decision shall be final and binding.

Severance

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

Article A6: Faculty Evaluation

Authority

- A6.01 Each Faculty shall have a Faculty Evaluation Committee (FEC) which shall be authorized to:
- a) draft standards of performance of Academic Faculty members in the Faculty;
 - b) consider and decide on recommendations regarding probation and tenure under Article A5;
 - c) consider and decide on recommendations for Incrementation;
 - d) determine procedures governing applications for promotion and granting of tenure;
 - e) consider and decide on applications for promotion to Professor;
 - f) make recommendations to 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 against the following standards of performance.
- a) The evaluation of performance shall be weighted in accordance with the proportion of teaching, research and service responsibilities assigned an Academic Faculty member;
 - 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 they are capable of contributing effectively as an Academic Faculty member in all areas of responsibility; and
 - d) For promotion to the rank of Professor, the Academic Faculty member must demonstrate a strong record of achievement in teaching, research, and service, including excellence in teaching and/or research, and/or exceptional service.
- A6.03.4 Evaluation of teaching shall be multi-faceted and, in particular, shall not be based primarily on any one method of evaluation. The standards for evaluation of teaching performance shall be broadly based, including course content, course design and performance in the classroom. Such evaluation may take into account information such as reviews of teaching dossiers and other materials provided by the Academic Faculty member; reviews by peers and administrative officials; comprehensive reviews of student commentary; and the frequency distribution of responses to student questionnaires.
- A6.03.4.1 The frequency distribution of student responses will be reported only in relation to the non-numerical responses selected on questionnaires (e.g. Strongly Agree, Agree, Neutral, Disagree, Strongly Disagree) and the frequency distribution of responses will not be restricted to any single item; rather, all questions specific to the instructor will be reported.
- A6.03.4.2 In evaluating the teaching performance of Academic Faculty members, Department Chairs and FEC shall consider that:
- i. Students' questionnaire ratings of instruction are influenced by numerous factors, including race, gender, accent, age, physical attractiveness, and course characteristics; and
 - ii. Since there is no requirement for students to complete online questionnaires, the responses may not validly reflect the opinion(s) of an entire class, but only the opinion(s) of those motivated to respond;
- and therefore,
- iii. student questionnaires are insufficient in measuring teaching performance, necessitating a multi-faceted approach to evaluation
- A6.03.5 Each Faculty's standards of performance shall include criteria for the assessment of research productivity in the case of multi-year projects.
- A6.03.6 The review of the performance of a Department Chair shall take into account the special duties associated with the office of Department Chair.
- A6.03.7 At least 10 years from the date of each approval, the standards of performance shall be reviewed and reconsidered by FEC and then, in draft form, shall be submitted to the Provost for review and advice.
- a) The Provost shall forward the draft standards and any advice to Faculty Council for approval or to FEC for reconsideration;
 - b) The Faculty Council may approve the standards or may refer them back to FEC for revision. Any revised standards shall, again, be submitted to the Provost for further review and advice;
 - c) After approval of the standards by Faculty Council, they shall be provided to the Provost;
 - d) The Provost may refer standards to the PRC (Article A6.02) for review and advice or the PRC may recommend review of standards to the Provost.
- A6.03.8 A Faculty Council shall establish, and make public to all Staff Members, voting protocols, which may include the requirement to vote electronically, for matters considered by the Faculty Council, such as approving evaluation guidelines or standards of performance.
- A6.03.9 Standards for the award of tenure and concurrent designation as Associate Professor shall not be changed during probation for an individual Academic Faculty member unless the Academic Faculty member agrees, in advance of the meeting of FEC, to the new standards.

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

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

Variances of responsibilities

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

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

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

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

A6.04.5 An Academic Faculty member may be assigned to professional or clinical responsibilities as a condition of their appointment. Such assignment shall be acknowledged in the weighting and evaluation of performance.

A6.04.6 The evaluation of an Academic Faculty member whose duties include professional or clinical responsibilities shall explicitly take into account both the time required for such responsibilities and the assessments of the quality of clinical performance.

A6.04.7 The Department Chair, in preparing for the evaluation of performance and recommendations of Incrementation (Article A6.13) shall take these variances into account.

Leaves

A6.05 An Academic Faculty member who is on leave during the period of review will be assessed by FEC as follows:

- a) Discontinuance of academic responsibilities during periods of Maternity Leave, Parental Leave, Compassionate Leave, and Medical Leave (when the total of such periods is less than 50% of the review period) shall require the extrapolation of the performance for work done in the period to the full review period. Incrementation will be awarded in accordance with Article A6.09;
- b) Performance shall be cited in accordance with Article A6.10(c), where the Academic Faculty member has been on leave (or combination of leaves) as defined in Articles 8 and 9, and the Employment Standards Code, for an aggregate period of 50% or more of any review period;
- c) Notwithstanding Article A6.05(b), an Academic Faculty member may request the Department Chair and FEC to take into account academic activities while on leave. The onus shall be on the Academic Faculty member in material appended to the Activities Report to demonstrate to the Department Chair why such activity should be recognized;

- d) Notwithstanding Article A6.05(b), an Academic Faculty member who is on Maternity Leave and/or related Medical leave, and/or Parental Leave for an aggregate period of 50% or more of any review period shall be entitled to a salary increase (with respect to that review period), determined at the Academic Faculty member's election by:
 - i.) the Academic Faculty member's performance in the review period, as assessed by FEC, subject to Article A6.05(c); or
 - ii.) the average Incrementation the Academic Faculty member received, as assessed by FEC, in the last two review periods as available; or the value of a special 1.2 Incrementation award, if the Academic Faculty member's performance has not been assessed in any of the last two review periods;

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

Composition of FEC

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

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

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

Responsibility for review of performance

Pre-Tenure

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

A6.0.7.2 [vacant]

A6.0.7.3 [vacant]

Post-Tenure

- A6.07.4 Subject to Articles A6.07.4.1 to A6.07.4.3, FEC shall biennially consider the performance of each tenured Academic Faculty member, with the exception of Academic Faculty members:
- (a) who are applying for promotion, in the year of the application; or
 - (b) whose performance has been cited as unsatisfactory and unacceptable (0(d)) in any of the two preceding years and further provided that, if the Academic Faculty member had appealed the FEC decision to GAC, such appeal was not upheld.
- A6.07.4.1 All tenured Academic Faculty members shall be divided randomly into two cohorts of equal size for each applicable FEC. For the first cohort, FEC shall review performance biennially in the odd years, (the “Odd Cohort”). For the second cohort, FEC shall review performance biennially in the even years (the “Even Cohort”).
- A6.07.4.1.1 Notwithstanding Article A6.07.4.1, if the total number of tenured Academic Faculty members per Faculty to be evaluated is less than twenty (20), all tenured Academic Faculty members will be evaluated in the same year on the biennial cycle, which shall be deemed to be the “Odd Cohort”.
- A6.07.4.2 By way of transition from annual to biennial performance reviews:
- (a) the first year in which the Odd Cohort is not reviewed by FEC shall be 2026, in respect of the July 1, 2025 - June 30, 2026 review period. Academic Faculty members shall automatically receive the same Increment they received in the preceding year;
 - (b) the first year in which the Even Cohort is not reviewed by FEC shall be 2027, in respect of the July 1, 2026 - June 30, 2027 review period. Academic Faculty members shall automatically receive the same Increment they received in the preceding year.
- A6.07.4.3 An Academic Faculty member awarded tenure with effect in an odd year shall join the Odd Cohort. An Academic Faculty member awarded tenure with effect in an even year shall join the Even Cohort.
- A6.07.5 An Academic Faculty member on a biennial review cycle shall automatically receive the same Incrementation for the ‘off’ year (i.e. the year in which performance was not reviewed by FEC) as received in the preceding year, which is not appealable.
- A6.07.5.1 During the implementation of this evaluative process, the parties agree to work together to address unforeseen issues or challenges that may arise.

Department Chairs

- A6.07.6 The Dean shall annually review the performance of all Department Chairs and submit recommendations to the Provost who shall award incrementation. FEC shall consider applications for promotion by Department Chairs and Associate Deans.
- A6.07.7 Notwithstanding Article A6.07.6, Faculty Council may require that the performance of Department Chairs be considered by FEC for Incrementation.

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 each year shall be 1.2 per eligible Academic Faculty member being evaluated in that year. It is understood that the number of Increments available for allocation is exclusive of Incrementation necessary to meet the obligations of FEC in accordance with Article A6.07.5, i.e. incrementation provided to those in their ‘off’ year.
- 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 determine Incrementation for Department Chairs.

- A6.08.4 Each FEC will fully distribute the maximum number of Increments available for distribution each year, plus or minus the greater of: i) 2% of the number of Increments available for distribution, and ii.) an Increment or, where the number of Increments available for distribution is less than 20, two Increments. 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. On an annual basis the Employer will advise the Association which annual cohorts (by Faculty) will likely have less than 20 increments available for distribution.

Department Chair's Recommendation: Incrementation

- A6.09.1 Each review period, the Department Chair shall recommend to FEC whether an Academic Faculty member should receive Incrementation based on performance in the preceding review period. 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) an Increment;
 - b) a portion of Incrementation up to 3.0, which will bring the salary of an Academic Faculty member to the salary maximum of the Academic Faculty member's present rank;
 - c) Incrementation awarded in quarter Increments ranging from 0.50 to 3.00 inclusive;
 - d) Zero Increment.
- A6.09.2 An incrementation award of less than an Increment is appealable.

Reasons for Zero Increment

- A6.10 If a Department Chair recommends that Zero Increment be awarded to an Academic Faculty member, or if FEC decides that Zero Increment be awarded to an Academic Faculty member, in either or both cases, the decision shall be cited as one of the following:
- a) that performance requirements for Incrementation have been met but the maximum for rank has been reached;
 - b) that performance requirements for Incrementation have not been met;
 - c) that academic performance while on authorized leave could not be properly evaluated; or
 - d) that academic performance is unsatisfactory and unacceptable.

Incrementation in the Year of Appointment

- A6.11.1 An Academic Faculty member whose appointment takes effect in the period July 1 to October 1, inclusive, is eligible to receive Incrementation on the next following July 1, without proration.
- A6.11.2 An Academic Faculty member whose appointment takes effect in the period October 2 to June 1, inclusive, is eligible to receive Incrementation on the next following July 1, prorated based on the number of months they will have served by July 1. An Academic Faculty member whose appointment takes effect in the period June 2 to June 30, inclusive, will not be eligible to receive Incrementation on the next following July 1.
- A6.11.3 An Academic Faculty member appointed with tenure effective in an even year shall be a member of the Even Cohort; an Academic Faculty member appointed with tenure effective in an odd year shall be a member of the Odd Cohort.

Promotion and awarding tenure

- A6.12.1 The promotion of an Academic Faculty member and the award of tenure shall be decided by FEC following review of the Academic Faculty member's performance over the complete career.
- A6.12.2 A recommendation for tenure, received by FEC in accordance with the procedures of Article A5, shall automatically include recommendation for designation as Associate Professor for those appointed as Assistant Professor.

A6.12.3 Eligibility to apply for promotion or the award of tenure is determined as follows:

- a) An Academic Faculty member appointed as an Associate Professor on probation leading to consideration for tenure as described in Article A5.01.1 and whose current salary is within one Increment of, or is higher than, the salary minimum of Professor is eligible to make a joint application for tenure and promotion to Professor. In that event, FEC may decide not to consider an application for promotion, as the FEC deems appropriate. In that case, the FEC decision not to consider a promotion application is final and not appealable under Article A8. All other provisions of this Agreement shall continue to apply.
- b) A tenured Academic Faculty member shall be eligible to apply for promotion to the rank of Professor when their current salary is within one Increment of, or is higher than, the salary minimum of Professor.

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

A6.12.4 An Associate Professor with tenure may apply to FEC to be considered for promotion to the rank of Professor. Such application shall be sent to the FEC Chair with a copy to the Department Chair prior to the specified date for submission of materials to FEC. (See Article A6.12.6).

A6.12.5 Notwithstanding Article A6.12.3, an Academic Faculty member who is otherwise ineligible may apply for promotion if the Department Chair informs the Academic Faculty member of intention to recommend a multiple Increment or a special Increment sufficient to bring the salary of the Academic Faculty member to the salary minimum of Professor or higher and that the Department Chair will support promotion; consideration of such application by FEC shall be conditional on the award of the multiple Increment or the special Increment.

A6.12.6 FEC shall determine procedures governing applications for promotion and for the award of tenure. Such procedures shall provide for the following:

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

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

Incrementation for Promotion

A6.12.8 The salary of an Academic Faculty member who is promoted shall be increased by the greater of:

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

Review of performance

Post-Tenure

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

Pre-Tenure

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

Recommendation of the Department Chair

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

- a) a recommendation for 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.

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

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

Confidential material

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

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

FEC procedures

- A6.16.1 FEC shall use its best efforts to schedule its meetings so that:
- a) all decisions about renewal of probationary appointments and granting of tenure are reached by December 20; and
 - b) all decisions about Incrementation and promotion are reached by March 10. The schedule shall provide for sufficient time for the consideration of contested cases.
- A6.16.2 A quorum for FEC shall be not less than 80% of the members of FEC. When FEC is considering tenure cases, the member added under Article A6.06.1(d) shall be present.
- A6.16.3 All decisions of FEC are by majority vote of the members present and eligible to vote.
- A6.16.4 FEC may permit resource persons to attend meetings to assist in the administration of its activities.
- A6.16.5 FEC is authorized:
- a) to approve the recommendations of Department Chairs made under Articles A5 and A6; or
 - b) not to approve such recommendations and to vary the outcome.
- A6.16.6 FEC may adjourn from time to time.
- A6.16.7 When FEC has reached a decision, the FEC Chair shall, as soon as possible thereafter and normally within 15 days of the decision, convey the decision in writing to the Academic Faculty member at the Academic Faculty member's University of Alberta email address. The decision shall take effect on the following July 1.
- A6.16.8 The Academic Faculty member may appeal the decision of FEC to the General Appeals Committee in accordance with Article A8.03.1.

Contested cases against Department Chair's recommendation

- A6.17.1 A contested case is one where the Academic Faculty member has the right to appear before FEC. An Academic Faculty member has the right where:
- a) the Department Chair recommends that less than a single Increment be awarded, except where the Academic Faculty member is within one Increment from the salary maximum of the rank and has not applied for promotion;
 - b) the Department Chair recommends that no further appointment be offered to an Academic Faculty member;
 - c) the Academic Faculty member applies for promotion and the application is not supported by the Department Chair;
 - d) cases arise pursuant to A6.19.1.
- A6.17.2 At least 10 days before the hearing, the Academic Faculty member shall advise the FEC Chair of the intention to appear or to submit material or both. Should the Academic Faculty member submit materials to the FEC Chair they shall be copied to the Department Chair and shall contain:
- a) a statement in reply to the recommendation of the Department Chair;
 - b) any written material relevant to the case; and
 - c) a list of names of persons the Academic Faculty member intends to call before FEC.
- A6.17.3 At least 5 days before the hearing, the Department Chair shall submit to the FEC Chair, with a copy to the Academic Faculty member (subject to Article A6.15.1):
- a) a statement in reply to Academic Faculty member's submission;
 - b) any written material relevant to the case; and
 - c) a list of names of persons the Department Chair intends to call before FEC.
- A6.17.4 Materials submitted to the FEC Chair shall be in electronic form, where feasible.

FEC hearings in contested cases against Department Chair's recommendation

- A6.18.1 FEC is not bound by rules of evidence or procedures applicable to courts of law.
- A6.18.2 Procedural rulings shall be made by the FEC Chair but are subject to reversal by majority vote of FEC.
- A6.18.3 Except for material received under Article A6.15.1, if written material is disputed by either the Academic Faculty member or the Department Chair, FEC shall not receive the material unless the writer appears before FEC for questioning. If the writer is not available to appear, the FEC Chair shall rule on the admissibility of the material.
- A6.18.4 Both the Academic Faculty member and the Department Chair have the right to call and question witnesses, to question one another and to present oral arguments.
- A6.18.5 If an Academic Faculty member chooses to appear before FEC to present a case, both the Academic Faculty member and the Department Chair shall be entitled to be present during the presentation of the case.
- A6.18.6 The FEC Chair shall determine the order of presentation of material, of directing questions and of oral arguments and shall advise the Academic Faculty member prior to the hearing. The FEC Chair retains the right to revise the order during the hearing as may become necessary.
- A6.18.7 The Academic Faculty member shall present the case personally, except when the Academic Faculty member is on leave or sabbatical in which case the Academic Faculty member may appoint another Academic Faculty member to act as representative. The Academic Faculty member has the right to be accompanied by an advisor, but not legal counsel nor the Association.
- A6.18.8 At the FEC hearing, additional material may be submitted by the Academic Faculty member and the Department Chair in exceptional circumstances, but FEC may, in its discretion, refuse such material where it is satisfied that the position of the Department Chair or the Academic Faculty member will be unfairly prejudiced or that an adjournment to deal properly with the material would carry the proceedings beyond the time limits specified in Article A6.16.1. When FEC accepts the additional material it may, at its discretion, elect to extend all time lines in order to permit the Department Chair or the Academic Faculty member to respond to the material.
- A6.18.9 FEC has the right during the hearing to request additional material and to call further witnesses.
- A6.18.10 The onus shall be on the Department Chair to satisfy FEC that, on the basis of the evidence submitted, the recommendation is appropriate.
- A6.18.11 The Department Chair shall withdraw from the hearing of the FEC which considers the case following the hearing of witnesses and presentation of materials, i.e., before the deliberation portion of the meeting, except where the Department Chair supports the position of the Academic Faculty member in which case the Department Chair shall attend the deliberation portion of the meeting and be allowed to vote.
- A6.18.12 FEC is required to issue reasons for its decision and shall convey the decision in accordance with Article A6.16.7.

Preliminary position of FEC

- A6.19.1 After initial consideration, FEC may not be prepared to endorse:
- a) a recommendation for a further appointment; or
 - b) an application for promotion which has been supported by the Department Chair;
- or, may be prepared;
- c) to award an Increment which is less than a single Increment or to award no Increment when the recommendation of the Department Chair was greater than the FEC is prepared to endorse; or

- d) to cite a no Increment award as unsatisfactory and unacceptable when the recommendation of the Department Chair was not so to cite.

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

- A6.19.2 In a case arising under Article A6.19.1, within 3 days after the end of the FEC meeting, the Department Chair shall inform the FEC Chair, in writing, whether the Department Chair (i) continues to support the original recommendation to FEC or (ii) now supports the preliminary position of FEC or (iii) now supports some other position. In the case of (iii), the Department Chair shall specify what that new position is and the reasons for supporting it.
- A6.19.3 In a case arising under Article A6.19.1, the FEC Chair shall, within 5 days after the end of the FEC meeting, inform the Academic Faculty member, in writing, of the Department Chair's position and of the preliminary position of FEC, provide the Academic Faculty member with the issues of concern to FEC, and offer to meet with the Academic Faculty member to discuss the case.
- A6.19.4 Notwithstanding Article A6.19.1(b), if the recommendation of the Department Chair is that an appointment with tenure be offered to the Academic Faculty member but FEC decides not to approve such a recommendation but, instead, decides to continue the present probationary appointment or decides to extend a second probationary appointment (under Article A5.04.2(c)) or decides to offer a second probationary appointment (under Article A5.03.4(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.
- A6.20.4 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 the advisor cannot be legal counsel or a representative of the Association.

FEC procedures for reconsideration hearing

- A6.21.1 At least 10 days before reconsideration by FEC, the Academic Faculty member shall submit to the FEC Chair with a copy to the Department Chair:
 - a) a statement advising FEC whether or not the Academic Faculty member shall appear before FEC to present a case;
 - b) any material in response to the preliminary position of FEC as communicated to the Academic Faculty member under Article A6.19.3 and any other material relevant to the case;
 - c) a list of names of persons who shall attend the reconsideration by FEC as witnesses for the Academic Faculty member; and
 - d) a statement indicating the Academic Faculty member's minimum acceptable decision by FEC.
- A6.21.2 On receipt of the information/material under Article A6.21.1, the FEC Chair shall send copies to FEC.

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

Composition and Responsibility of President's Review Committee

- A6.22.1 The PRC shall consist of a Chair, which shall be the President, and at least 12 persons appointed as PRC members under Article A6.06.1(c).
- A6.22.2 Each PRC member will have a vote. Where the vote of the PRC members results in a tie, the PRC Chair shall vote.
- A6.22.3 Each year, PRC will review and compare the implementation of FEC standards of performance related to the award of tenure or promotion to the rank of Professor.
- A6.22.4 PRC may review the standards of performance, and the implementation of those standards, in tenure or promotion to the rank of Professor decisions in any specific FEC. Such decisions may be referred to PRC at the request of any of the following people: the FEC Chair, the Dean of the Faculty, or the PRC member.
- A6.22.5 PRC may make recommendations in writing to FECs regarding their standards of performance, and implementation of those standards, in tenure or promotion to the rank of Professor decisions.
- A6.22.6 Following receipt of recommendations under Article A6.22.5, the FEC shall review its standards of performance, and the implementation of those standards, in tenure and promotion to the rank of Professor decisions. The FEC shall respond, in writing, to PRC within 6 months of receiving recommendations, and, where the FEC deems necessary, shall submit new draft standards of performance to the Provost (Article A6.03.7).

Article A7: Actions Following the Assessment of "0.0d": Unsatisfactory Academic Performance

- A7.0.1 Within 20 days following the assessment of the first (0.0d) to an Academic Faculty member, at the request of either the Department Chair or Academic Faculty member, a meeting will be held

with the Department Chair and the Academic Faculty member. The purpose of the meeting shall be to produce a plan (hereafter referred to as a Performance Improvement Plan) in writing, designed to facilitate improvement in performance, including objectives to be met in the following year. The discussion should include information on any assistance that can be reasonably provided to improve the Academic Faculty member's performance. Where there is disagreement on the content of the Performance Improvement Plan, the Department Chair will make the determination.

- A7.0.2 Subsequent to the development of the Performance Improvement Plan, meetings between the Department Chair and the Academic Faculty member should be held at least every three months to discuss and document the Academic Faculty member's progress towards achieving the objectives set out in the Performance Improvement Plan. The Performance Improvement Plan and outcomes shall be appended to the Member's Activities Report for consideration at the Member's next FEC evaluation.

Unsatisfactory and Unacceptable Academic Performance

- A7.01 The FEC Chair shall refer the record of an Academic Faculty member to the Provost with a recommendation that the Academic Faculty member be disciplined for unacceptable academic performance if FEC has cited performance as unsatisfactory and unacceptable, provided that the Academic Faculty member's performance has also been cited as unsatisfactory and unacceptable in either of the two preceding years and further provided that, if the Academic Faculty member had appealed the FEC decision to GAC, such appeal was not upheld.
- A7.02 The record of the Academic Faculty member shall include copies of all material about the Academic Faculty member which had been before FEC in the last 3 years and before GAC in any appeals made by the Academic Faculty member in those years and any additional material which the FEC Chair adds to support the recommendation.
- A7.03 The recommendation shall be filed with the Provost within 20 days of the decision of FEC or, if the decision has been appealed under Article A8, the decision of GAC.
- A7.04 At the same time the FEC Chair shall provide to the Academic Faculty member a copy of the material under Articles A7.01 and A7.02 except that which is confidential.
- A7.05 The Academic Faculty member may submit material in response to that submitted under Articles A7.01, A7.02 and A7.04, with such material to be submitted to the Provost within 15 days of receipt of the material under Articles A7.01, A7.02 and A7.04.
- A7.06 The Provost shall offer to meet with the Academic Faculty member within 20 days of the receipt of the recommendation under Article A7.03 or within 10 days of the receipt of the material under Article A7.05. The Provost may be accompanied by an Administration Advisor and the Academic Faculty Member may be represented by the Association but shall not be represented by their own legal counsel at such a meeting. Each shall, but not later than the day before the meeting, inform the other who the attendees will be.
- A7.07 Following any meeting under Article A7.06 and any other consultations the Provost chooses to have, the Provost shall, in writing, within 10 days:
- a) not approve the recommendation of the FEC Chair; or
 - b) penalize the Academic Faculty member, which may include one or more of the following:
 - by a letter of reprimand; suspension with or without pay; dismissal, or other appropriate penalty (but not a fine or a reduction of salary); stating the effective date of such penalty.
- A7.08 The Provost shall, as soon as possible, after reaching a decision under Article A7.07, advise the Academic Faculty member, the FEC Chair and the Association of the decision, in writing.
- A7.09 The onus shall be on the FEC Chair to establish that, on the balance of probabilities, that the academic performance of the Academic Faculty member be declared unsatisfactory and unacceptable and that a penalty be assessed by the Provost.

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

Article A8: Appeals

Definitions

- A8.01 In this Article A8:
- a) “Advisor” means the person who will assist the Appellant or the Respondent at the hearing of the appeal. The Appellant or Respondent shall not have their own legal counsel at the hearing;
 - b) “Appellant” means the Staff Member who has appealed;
 - c) “Chair” means the Chair of the General Appeals Committee (GAC); and
 - d) “Respondent” means the FEC Chair.

GAC membership

- A8.02.1 Appeals under this Article A8 shall be heard by a committee to be known as GAC, the membership of which shall be:
- a) the Provost, or designate as Chair;
 - b) three tenured Academic Faculty Members selected by the Provost from the list established in accordance with Article A8.02.2, none of whom shall be from the same Faculty as the Appellant; and

- c) subject to Article A8.02.3, two tenured Academic Faculty Members selected jointly by the President and the President of the Association, for the particular case at hand and who shall be from the same Faculty as the Appellant.

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

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

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

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

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

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

Right to appeal

A8.03.1 A Staff Member may appeal the following decisions to GAC in accordance with the provisions of this Article A8, provided that the Staff Member has appeared before FEC to present a case or has submitted documentation to FEC to support a case:

- a) the decision of FEC not to offer a further appointment upon the termination of a probationary appointment;
- b) the decision of FEC not to award promotion upon the application of the Staff Member; and
- c) the decision of FEC to award less than an Increment.

A8.03.2 Where a Staff Member appeals under both Articles A8.03.1 (b) and (c), the appeals shall be consolidated and shall be heard and determined by GAC as one appeal.

Pre-hearing procedures

A8.04.1 As soon as reasonably possible after the receipt of appeal documents by the Chair, the members of GAC shall be selected in accordance with Article A8.02.

A8.04.2 Upon the selection of the members of GAC, the Chair shall notify the Appellant and the Respondent of the names of each member. Within one week of receiving notice of the names of the GAC members appointed under Articles A8.02.1 (b) or (c), the Appellant or the Respondent may file an objection in writing with the Chair to any such member sitting on the appeal on the ground of reasonable apprehension of bias, and such objection shall state the basis upon which it is made.

A8.04.3 If the Chair is of the opinion that a reasonable apprehension of bias has been made out by the objector, the Chair shall take steps to have a replacement appointed in accordance with the procedures set out in Article A8.02.

- A8.04.4 A decision of the Chair under Article A8.04.3 may be made without a hearing and shall be final and binding.
- A8.04.5 Within 10 days of the date the decision of FEC is mailed to a Staff Member, the Staff Member may commence an appeal. The Staff Member shall file with the Chair a statement of appeal and enclose a copy of the letter advising the Staff Member of the FEC decision being appealed.
- A8.04.6 As soon as reasonably possible following receipt of the letter under Article A8.04.5, the Chair shall request of the Respondent a copy of all materials submitted to FEC.
- A8.04.7 Within 5 days of the date of the request in Article A8.04.6, the Respondent shall file with the Chair all materials submitted to FEC.
- A8.04.8 As soon as reasonably possible following the receipt of the materials in Article A8.04.7, the Chair shall send an indexed copy thereof to the Appellant.
- A8.04.9 Within 15 days of the date the material forwarded in Article A8.04.8 is mailed to the Appellant, the Appellant shall file with the Chair a detailed written statement which shall include:
- a) the basis on which the appeal is lodged, including a statement of the grounds on which the decision of FEC is considered to be inappropriate;
 - b) the decision which the Appellant requests the GAC to make, such decision to be consistent with the powers of GAC as set out in Article A8.07.3;
 - c) a list of those persons whom the Appellant wishes to appear before GAC as witnesses;
 - d) the name of any Advisor, if any, who will accompany the Appellant at the GAC hearing; and
 - e) such other material as the Appellant considers to be relevant that was not submitted in the proceedings before FEC recognizing that GAC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the Appellant could have presented the material or could have requested the Department Chair to have presented it to FEC.
- A8.04.10 As soon as reasonably possible following the receipt of the materials in Article A8.04.9, the Chair shall send an indexed copy thereof to the Respondent.
- A8.04.11 Within 15 days of the date the material forwarded under Article A8.04.10 is mailed to the Respondent, the Respondent shall file with the Chair a detailed written statement which shall include:
- a) a statement in reply to the statement and materials submitted by the Appellant under Article A8.04.9;
 - b) the minutes of FEC, if any, as they relate to the Appellant;
 - c) a list of those persons whom the Respondent wishes to appear before GAC as witnesses;
 - d) the name of any Advisor, if any, who will accompany the respondent at the GAC hearing;
 - e) a copy of the standards statement adopted by the Faculty Council of the Appellant in accordance with Article A6.03.1;
 - f) as applicable, a copy of the position description and performance expectations;
 - g) such other material as the Respondent considers to be relevant that was not submitted in the proceedings before FEC, recognizing that GAC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the party seeking to adduce the evidence could have presented it to FEC.
- A8.04.12 Subject to Articles A8.09, as soon as reasonably possible following receipt of the material forwarded under Article A8.04.11, the Chair shall send an indexed copy thereof to the Appellant.
- A8.04.13 Notwithstanding Articles A8.04.8 and A8.04.10, if the Chair is of the opinion that any of the material is too bulky for cost-effective reproduction, or is of no or of marginal relevance to the case, the Chair shall prepare a list of that material, together with a short summary of the content thereof, and shall forward such list and summary to the Appellant or Respondent, as the case may be. The original of the material shall be held available in the Chair's office for examination at any reasonable time by the Appellant, the Respondent and the members of GAC.

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

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

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

Hearing procedures

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Post-hearing procedures

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

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

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

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

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

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

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

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

Jurisdiction of GAC

A8.07.1 GAC shall:

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

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

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

- a) in the case of an appeal of a decision by FEC not to offer a second probationary appointment, to award such an appointment;
- b) in the case of an appeal of a decision by FEC not to offer: an appointment with tenure upon the termination of a second probationary period; to award such an appointment or to extend the probationary period by one year (but only if such an extension has not been approved for an earlier year by FEC or GAC);
- c) in the case of an appeal of a decision by FEC to award less than an Increment, to replace FEC's decision with one which is more favourable to the Staff Member but such decision shall be restricted to: an Increment; a half Increment; a three quarter Increment; a partial Increment; or an alternative citation of Zero Increment, (under Article A6.10);
- d) in the case of an appeal of a decision by FEC to award Zero Increment, to uphold the decision to award Zero Increment but GAC may change any identification as to meaning in the decision made under Article A6.10 to any other identification more favorable to the Appellant; and

- e) in the case of an appeal of a decision by FEC not to promote, to promote. In conjunction with promotion, the Academic Faculty member's salary shall be increased in accordance with Article A6.12.8.

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

Time limits

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

Confidentiality

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

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

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

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

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

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

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

Article A9: Salaries and Benefits

Salaries

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

Supplementary Health, Dental and Ancillary Benefits

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

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

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

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

Vacation

- A9.04.1 Each Academic Faculty member shall be entitled to an annual vacation of 22 days.
- A9.04.2 An Academic Faculty member who resigns with an effective date of resignation between September 1 and May 1, and who has not been able to take any or all of the vacation time earned between the immediately preceding July 1 and the effective date of the resignation shall receive, on resignation, an amount in lieu of vacation time missed. This amount shall be calculated on the basis of two days salary for each month between the immediately preceding July 1 and the effective date of resignation.

Article A10: Academic Reorganization

Preamble

- A10.01 The Board and the Association acknowledge
- a) the importance of long range and strategic academic planning.
 - b) that to serve the goals of the University of Alberta and to maintain an optimal learning and research environment, the University must have the flexibility to reorganize its academic programs and approaches to learning and to research; and
 - c) that changes in academic programs are normally achieved through processes which do not adversely affect the employment status of Academic Faculty members.
- A10.02 Academic planning may result in the Reorganization of academic programs; such Reorganization may follow a restatement of the University's mission, changes in the nature and delivery of programs, or changes in the demand for or need for a program.
- A10.03 Academic planning, including but not limited to academic planning in accordance with the normal authority and procedures of GFC, may result in revisions to programs or restructuring of Departments or Faculties. For Academic planning which may result in the lay off of Academic Faculty members, the procedures of this Article A10 shall apply.

Definitions

- A10.04 For the purpose of this Article A10,
- a) "Program" means a group of credit courses which, on completion, leads to the granting of a degree, diploma or certificate and shall be restricted to those Programs which require Ministerial approval in accordance with section 124(h) and regulations of the Post *Secondary Learning Act*.
 - b) "Reorganization" means the reduction, deletion or transfer of a Program within the meaning of section 124(h) and regulations of the Post Secondary Learning Act.
 - c) "Reduction" means a reduction in a Program and an anticipated reduction in the number of Academic Faculty members in the Program which, in accordance with section 124(h) and regulations of the Post Secondary Learning Act, follows or will result in a significant decrease in enrolment or a significant decrease in the length of a program. For the purpose of this definition, the reduction shall require a reduction of not fewer than 15% of the Academic Faculty members in the Program or 25 Academic Faculty members whichever is the lesser, but in no case shall the reduction of Academic Faculty members be less than 5.
 - d) "Deletion" means the discontinuance of a Program and may include the closure of a Faculty or Department.
 - e) APC means the Academic Planning Committee of GFC or any successor committee of GFC with the same general responsibilities.
 - f) "Minister" means the Minister of Learning.

Preliminary Procedures

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

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

Process for Approval of Reorganization

- A10.07 Following consideration of the Faculty Council's response, the Provost may prepare a recommendation for Reorganization of a Program to APC. The Provost shall include the response of the Faculty Council in A10.06 with the recommendation.
- A10.08 If the Reorganization may result in a Reduction of a Program, the Provost shall also instruct the Dean to establish the committee required in Article A10.23.
- A10.09 Upon receiving a recommendation for Reorganization, APC shall strike a sub committee which shall consider the recommendation. The sub committee shall have 6 members, 3 of whom shall be members of APC, and 3 of whom shall be appointed by agreement between the President and the President of the Association. No member shall be from the Program under consideration. The 6 members shall select one of their members to serve as chair, with power to vote. In the event of a failure to agree on the appointed members, either party may apply to the Chief Justice of the Court of Queen's Bench (who has the power to delegate) who shall select the members necessary to fill the membership.
- A10.10 The sub committee may add to its membership one or two persons from the community or profession served by the Program when, in the opinion of the sub committee, such participation will assist the sub committee in its review; such additional members shall have full voting rights.
- A10.11 A sub committee shall be struck for each recommendation for Reorganization.
- A10.12 The sub committee shall receive and consider submissions about the Program and prepare a report for APC. Persons making submissions shall have the right to appear before the sub committee in open session to present their submissions. In all other respects, the sub committee shall be authorized to determine their own procedures.
- A10.13 The sub committee shall submit a written report to APC within 30 days of the day that its membership is complete; a copy of the report shall be provided to the Association and to the Dean. The Provost may extend the deadline.
- A10.14 APC shall consider the report and the recommendation of the sub committee and, either,
a) return the recommendation for Reorganization to the Provost for further consideration, or
b) reject the recommendation for Reorganization.
- A10.15 If the sub committee fails to report, APC may proceed to consider the recommendation of the Provost for Reorganization without the benefit of a report.
- A10.16 [Vacant]
- A10.17 Decisions at APC on recommendations for Reorganization shall be by secret ballot.
- A10.18 If APC is replaced by another committee of GFC, the replacement committee shall do what APC is required to do by this Article A10. The membership of the committees authorized to make decisions shall be as close to the membership anticipated by this Article A10 as possible.
- A10.19 GFC shall consider the recommendation from APC and, either:
a) approve the recommendation for Reorganization (with or without changes) and forward its recommendation to the Board;
b) return the recommendation for Reorganization to the Provost for further consideration; or
c) reject the recommendation for Reorganization.
- A10.20 The Board shall consider the recommendation from GFC and, either
a) approve the Reorganization and submit the proposal to the Minister under section 124(h) and regulations of the Post Secondary Learning Act; or

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

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

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

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

Procedures

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

- a) For non-departmentalized Faculties the committee shall be the FEC.
- b) For departmentalized Faculties, the committee shall be either
 - 1.1) the FEC, or
 - 1.2) a committee of 7 members: the Dean shall serve as chair; 3 members shall be elected by Faculty Council from its members; 3 Department Chairs shall be elected by Faculty Council from the roster of Chairs.
- c) The committee shall determine the procedures for layoffs. The committee shall forward the procedures to the Provost for approval with a copy to the Association. The Provost may refer the procedures back to the committee for reconsideration. The Provost may extend the deadline set in Article A10.22 (a), and shall not unreasonably deny a request for extension.
- d) If the committee fails to report, the Provost, in consultation with the Dean, shall establish the procedures.

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

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

Faculty Member Options

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

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

Voluntary Separation

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

- b) Applications shall be submitted to the Dean who, after consultation with the Department Chair, shall forward the application to the Provost, with recommendations for approval. Articles A11.13 to A.11.17 dealing with eligibility quotas and timing do not apply.
- c) The Provost shall establish the timing and schedule for applications and decisions bearing in mind the circumstances of the particular Reorganization.

Reassignment

- A10.28
- a) An Academic Faculty member affected by a reorganization shall be entitled to identify, in writing to the Provost, any Department or Faculty for which the Academic Faculty member is qualified, and request to be considered for reassignment.
 - b) Following consultation with the Dean and Chair of the identified Faculty or Departments the Provost shall decide on the proposed assignment and shall advise the Academic Faculty member of the decision, in writing.
 - c) The Provost shall consult with the Association prior to making the decision.
 - d) The decision shall not be conditional on staff vacancies in the unit.

Retraining and Reassignment

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

Layoff

- A10.30
- If Academic Faculty members affected by a Reorganization do not accept voluntary severance and are not reassigned, they may be laid-off. In such a case, the Provost shall require the committee established under Article A10.23 to re-convene to determine the specific Academic Faculty members to be laid-off; in doing so, the committee shall apply the procedures approved by the Provost under Articles A10.23(c) or A10.23(d). The committee shall submit a list of names of Academic Faculty members to the Provost as its recommendation for specific layoffs. The Provost may establish a deadline for submission of such a list.
- A10.31
- Layoffs shall only be considered if the number of positions affected by the Reorganization is greater than the total number of Academic Faculty members who will reach normal retirement age in the academic year in which GFC makes the decision under Article A10.19 and the next two academic years.
- A10.32
- The Provost shall layoff Academic Faculty members on the recommendation of the committee under Article A10.30. If the committee fails to submit the recommendation, the Dean shall recommend to the Provost, with such a recommendation based on the procedures approved under Articles A10.23 (c) or A10.23 (d). The Provost shall inform the Academic Faculty members, in writing, with copies to the Association.
- A10.33
- Layoff under this Article A10 shall not be considered nor represented as dismissal for cause.

Notice and Severance

- A10.34
- The period of notice to individual Academic Faculty members may vary depending on the need to complete teaching commitments in the Program.
- a) Notice of layoff shall be not less than 9 months from the date on which the Academic Faculty member is advised, in writing, of the decision to lay-off the Academic Faculty member.
 - b) An Academic Faculty member who resigns before the end of a notice period shall receive not less than 9 months' salary.
 - c) An Academic Faculty member who is given notice shall normally continue to perform

regular responsibilities during that period. By mutual agreement, salary may be paid in lieu of notice.

- A10.35 An Academic Faculty member who is laid off shall receive a severance payment (in months of salary) of $18.67 - \underline{N}$, where N is the number of months of notice as follows:
- a) the minimum severance payment shall be 9 months' salary
 - b) The maximum severance payment shall be 15 months' salary.

A10.36 [Vacant]

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

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

Recall

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

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

Exclusion

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

Article A11: Financial Emergency

Preamble

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

Definitions

A11.01 In this Article A11:

- a) "Financial Emergency" means a condition in which the continued existence of the University of Alberta is placed in jeopardy by a deficit which has occurred or is predicted and projections show continuing deficits.
- b) "Eligible staff member" means an Academic Faculty members who, on the Termination date, would be at or above (1) the mean age or (2) the median age, whichever index provides the greater number of Eligible staff members, plus Academic Faculty members

who, on the Termination date would be below the selected index age but who have at least 15 years of service at this University.

- c) "VSIP" means a voluntary severance incentive plan.
- d) "Termination date" means June 30 or December 31, whichever is the earlier, next following the end-date for submission of applications for VSIP (Article A11.18).
- e) "Savings" means the annual cost of salary and benefits deleted from the operating budget when an Academic Faculty member's position is deleted.
- f) "APC" means the Academic Planning Committee of GFC (or any successor committee with the same general responsibilities).

Financial Emergency Procedures

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

VSIP

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

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

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

A11.09 [Vacant]

A11.10 [Vacant]

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

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

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

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

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

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

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

A11.18 [Vacant]

Determination of Financial Emergency

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

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

A11.21 Within 5 days following the declaration under Article A11.20, APC shall forward to the Association a copy of all financial documentation which was before APC.

A11.22 Within 10 days following the declaration under Article A11.20, the President and the Association shall establish a Commission which shall review the declaration of APC and either (a) confirm it or (b) reject it. At the same time, the President and Association shall jointly invite submissions to the Commission.

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

Implementation of Financial Emergency

- A11.32 If the Board declares that a state of Financial Emergency exists, it shall:
- a) specify the amount required for reductions in salaries and benefits of Academic Faculty members after application of the Savings;
 - b) place a freeze on the hiring of instructional staff, with exceptions to the freeze to be agreed to by the Association;
 - c) discuss with the Association possibilities of achieving the reductions required, with such discussions to be completed within 10 days of the Board's declaration under Article A11.31.
- A11.33.1 If the discussions with the Association under Article A11.32(c) do not result in agreement on a method of reduction, the Board shall, within 10 days following such discussions, provide the Association with at least two possible methods of achieving the required reductions:
- a) through a reduction in salaries and salary scales for all Academic Faculty members applied in an equal percentage to all Academic Faculty members; or
 - b) through the lay-off of Academic Faculty members; or
 - c) at the Board's discretion, through a third option.

- A11.33.2 In order to prepare for the possibility of lay-off under Articles A11.33.1 (b) or A11.33.1 (c), each Faculty shall be assigned a reduction target dependent upon its proportion of the total salaries of Academic Faculty members. Each departmentalized Faculty shall select the members of the committee to carry out the process under Article A11.23 with such selection to be completed within 15 days of the decision of APC under Article A11.20. The committee shall determine the procedures and submit these to the Provost, under Article A10.23(c), within 30 days of the decision of APC under Article A11.20.
- A11.33.3 If the Academic Faculty members opt for Article A11.33.1(b) or A11.33.1(c) (with layoffs), the Provost shall require the committee established under Article A11.33.1/A10.23 to re-convene to determine the specific Academic Faculty members to be laid-off; in doing so, the committee shall apply the procedures approved by the Provost under Articles A10.23(c) or A10.23(d). The committee shall submit a list of names of Academic Faculty members to the Provost as its recommendation for specific layoffs. The Provost may establish a deadline for submission of such a list.
- A11.33.4 The Provost shall decide on the recommendations submitted under Article A11.33.3 and advise the Academic Faculty members affected, in writing, with a copy to the Association.
- A11.33.5 Severance and notice for Academic Faculty members who are laid-off under Articles A11.33.3 and A11.33.4 shall be the same as for those who are laid-off under Article A10. The specific Termination dates under Article A10.01 (d) shall not apply.
- A11.34 The Board's proposals under Article A11.33.1 shall be put to a vote of Academic Faculty members affected, with such a vote to be completed within 20 days of the Board's submission under Article A11.33.1. If more than two options are provided, the vote shall be by preferential ballot.
- A11.35 The vote of the Academic Faculty members under Article A11.34 shall be final and binding upon the Board, the Association and the Academic Faculty members.
- A11.36 Any changes to salaries/salary scales and benefits of Academic Faculty members resulting from application of Articles A11.32 - A11.35 shall be made notwithstanding the provisions of Articles 2.12 - 2.20 for the time specified in the proposals under Articles A11.32 - A11.35.

Exclusion

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

Article A12: Delegation

- A12.01 The Board confirms delegation of its powers, duties and functions for the performance of its responsibilities contemplated by the terms of the Common Agreement and this Schedule A (with the power to subdelegate as set out in this Article), including responsibilities assigned to a person or committee pursuant to:
- a) Article A1 – Appointments
 - b) Article A5 – Probation and Tenure
 - c) Article A6 – Faculty Evaluation
 - d) Article A7 – Unacceptable Academic Performance
 - e) Article A8 – Appeals
 - f) Article 7 – Discipline
 - g) Article A10 – Academic Reorganization
 - h) Article A11 – Financial Emergency
- A12.02 The authority of any party described in Article A12 to delegate responsibilities under this Article includes the authority to revoke those delegated responsibilities and to exercise those responsibilities directly. The revocation of a delegated responsibility does not nullify decisions,

orders, directions or recommendations made at the time the delegation of responsibilities remained in effect.

- A12.03 Except where expressly limited, delegation of duties and responsibilities set out in the Common Agreement or Schedule A may occur to and from individuals in the role of President, Provost, Deputy Provost, Vice-President, Academic Administrator and Department Chair, or to an Academic Faculty member, with the written approval of the person to whom the delegator reports. (The President may delegate without such written approval.)
- A12.04 [Vacant]
- A12.05 The President of the Association may delegate any responsibility to another member of the executive of the Association or to the Executive Director of the Association.
- A12.06 A Faculty Council may recommend, and the Provost may approve, delegation of any responsibility of a Faculty Council to such persons or groups designated by the Faculty Council.
- A12.07 The FEC Chair in a non-departmentalized Faculty may recommend, and the Provost may approve, delegation of any responsibility of an FEC Chair to the Dean of the Faculty.
- A12.08 All delegations of responsibility and revocations of delegation under this Article shall be in writing.
- A12.09 If, in the Common Agreement or this Schedule A, a decision is to be made by the Association, the decision shall be made by the President of the Association subject to such restriction as the Association, acting in accordance with its bylaws, may determine. Any Association policy which restricts the ability of the President of the Association to act shall be communicated in writing to the Provost.


**UNIVERSITY
OF ALBERTA**

[Office Name]

 [Name]
[Address]

[enter date]

Dear [Name]:

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

The specific terms of this Appointment Contract are as follows:

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

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

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

Protection of Privacy: Personal information provided is collected and protected pursuant to Part 1 Division 1, and specifically sections 4(c) and 10, of the *Protection of Privacy Act* (POPA). In accordance with Part 1 Division 2, and specifically sections 12 and 13, of POPA, the collected personal information will be used and disclosed to manage employee records and/or administer academic programs and student services. Certain information will be made available to federal and provincial departments and agencies under appropriate legislative authority. The University of Alberta uses automated systems to generate content and to make decisions, recommendations and predictions. The personal information collected may be included in these automated systems. For further information about the collection, use and disclosure of this information, please contact: Shared Services, 10230 Jasper Avenue, Edmonton, Alberta, T5J 0B2, 780-492-8000.

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

Yours sincerely,

 [Name]
Dean, Faculty of [Faculty]

Received by University

ACCEPTANCE

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

Dated at _____
(City)

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

Signature

*The parties agree that the Employer will not unilaterally make amendments or deletions to the substantive content of this Letter of Appointment, but may unilaterally make changes required by amendments to legislation or that are considered housekeeping in nature (e.g. updates to referenced links, contact information, and similar). Where an individual Letter of Appointment is in conflict with the Collective Agreement, the Collective Agreement is paramount.

Appendix A.2: Activities Report (Annual or Biennial)

1. Requirement to Report

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

2. Reporting Structure

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

3. Format of the Activities Report

- 3.01 The format of the Activities Report may vary by Faculty; the Faculty Council shall approve the format of the report. The format includes the way in which the Activities Report is structured or designed (electronic or otherwise) and its contents. Activities Reports shall provide at least the information required in 3.02 of this Appendix.
 - 3.02 The Activities Report shall include, as a minimum:
 - a) Personal data: name, rank, department.
 - b) Information about teaching activities: courses taught, numbers of students, graduate students supervised, new courses, programs or techniques developed.
 - c) Information about research and scholarly activity: books and articles published, inventions, lectures and presentations, other means of disseminating the results of research activity, prizes and awards and grants received, as well as descriptions of ongoing research or creative scholarly effort.
 - d) Information about service: to the scholarly discipline, to the University, the Faculty, and the Department, to the general public, including offices held.
 - e) Information about activities in faculty recruitment, faculty development, peer mentorship and related activities.
 - 3.03 Subject to the decision of the Faculty Council (pursuant to A3.07 and A3.08 (b)), the Activities Report may include a section on supplementary professional activity to complement the Annual SPA Report.
 - 3.04 The Activities Report shall be designed to permit reporting in ways which will assist in determining whether the standards of performance for the Faculty have been met (see A6.03).
 - 3.05 The Faculty Council shall determine the time period to be reported on in the Activities Report and the date of submission.
 - 3.06 The decision of the Faculty Council about the format, the time period and the date of submission shall be reported to the Provost and to the Association.
- ### **4. Uses of the Activities Report**
- 4.01 The Activities Report shall be used by the Department Chair in preparing recommendations to the Faculty Evaluation Committee.
 - 4.02 The Activities Report shall be made available to the Faculty Evaluation Committee and to a General Appeals Committee.
 - 4.03 The Activities Report shall be made available to the Provost, and to other University officials as authorized by the Provost.

- 4.04 The information from the Activities Report may be used to compile data on the teaching, research and service activities of a Department or Faculty.
- 4.05 Notwithstanding 4.04, no summary or publication of information about Supplementary Professional Activity shall be released, except as required by Article A3.
- 4.06 If the Activities Report is made available beyond the Faculty Evaluation Committee, the Academic Faculty member shall be informed.

Appendix A.3: Detailed Procedures for Sabbaticals

A. Eligibility (Reference: Article A4.01)

1. The Academic Faculty member must have an appointment with tenure when they are on sabbatical. Faculty members who anticipate having tenure prior to the proposed sabbatical period may apply for sabbatical provided that the number of years of eligible service requirement is met.
2. Regarding prior service at the University of Alberta:
 - a) In the event that an Academic Faculty member had full-time academic service at this University prior to appointment as a tenurable Academic Faculty member, then such service will normally be counted as service in determining sabbatical eligibility. Such service would include service as a member of the fulltime temporary academic staff, full-time research staff (paid from trust), etc. It does not include the following service: (a) as a postdoctoral fellow; and (b) as a part-time Staff Member.
 - b) In the event that an Academic Faculty member had prior service as a full-time Academic Teaching Staff (ATS) Member and such service covered a full academic session (September 1 - April 30) then that period will be considered as one year in determining sabbatical eligibility.
 - c) The prior service referred to in 2.a) and 2.b), above, must have been in the academic year(s) immediately preceding the Academic Faculty member's appointment to the tenurable staff.
 - d) The prior service referred to in 2.a) and 2.b), above, shall not exceed two years. That is, sabbatical eligibility service shall include no more than two years of prior service.
3. A person who joins the full-time faculty of the University of Alberta directly from a tenured faculty position at another university is eligible to use up to two years of such service in determining sabbatical eligibility at this University. Such service may only be used for a first sabbatical and that sabbatical must be for one year. (This provision is not available to Academic Faculty members who joined the staff before July 1, 1993).
4.
 - a) With the exception of Leaves as provided for in the Employment Standards Code, including but not limited to Maternity Leave, Parental Leave, and Medical Leave, Leave periods are not normally counted as service in determining sabbatical eligibility. In no case will periods of sabbatical, Assisted Leave and leave without pay be counted as service.
 - b) In the event that an Academic Faculty member was on leave without pay from a portion of duties, then the portion of service with pay during such a period will be counted as service, on a proportional basis, in determining sabbatical eligibility. For example, if an Academic Faculty member is on leave without pay from one third of duties for one year, then the Academic Faculty member will be granted 0.67 years service for that year in determining sabbatical eligibility.
 - c) In the event that an Academic Faculty member's services were loaned to another institution through a secondment arrangement, then such period may be included as service in determining sabbatical eligibility depending on the nature of the secondment. If the loan secondment arrangement has been entered into at the instigation of the University rather than that of the Academic Faculty member, then such period will be counted as service. However, if the secondment arrangement had been entered into at the instigation of the Academic Faculty member as a convenience with respect to employee benefits, etc. then the period will not be counted as service. This question should be determined prior to an Academic Faculty member being approved for secondment.

5. An Academic Faculty member who is eligible for a full year sabbatical but opts for a 6 month sabbatical and takes such sabbatical is not eligible for a full year sabbatical until the Academic Faculty member has served for 6 years following the expiry of the 6-month sabbatical. (But see point E.4. below.)
6. In the event of a dispute with respect to the eligibility of an Academic Faculty member for sabbatical, such a dispute shall be referred to the Provost for decision.

B. Applications (Reference: Article A4.02)

1. Applications for sabbatical, via the prescribed application form, are to be in the hands of the Dean by October 15 for sabbaticals to take effect in the next academic year.
2. In the case of departmentalized Faculties, an application is to be submitted to the Dean through the appropriate Department Chair who shall indicate their recommendation on the form and forward it to the Dean by October 15.
3. On receipt of the applications, the Dean provides copies to FEC.
4. The applicant may attach additional documentation to the application if it is felt that such material will be of assistance in the consideration of the application.
5.
 - a) If an Academic Faculty member has a joint appointment in two (or more) Departments in the same Faculty, the application for sabbatical shall be routed through each Department Chair to the Dean. Each Department Chair shall insert comments and recommendations on the application.
 - b) If an Academic Faculty member has a joint appointment in two Faculties, the application for sabbatical shall be submitted to the Dean of the home Faculty for decision. However, the application shall be routed in such a way that each Department Chair involved shall insert comments and recommendations on the application form prior to it being sent to that Dean. (If the away portion of an Academic Faculty member's appointment is in a nondepartmentalized Faculty, the application should be routed through the Dean of that Faculty prior to it being sent to the Dean of the home Faculty.)
6. The Council of the Faculty of Graduate Studies and Research adopted the following resolution in 1973:

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

If possible, the Staff Member should make the above arrangements prior to applying for sabbatical and attach the relevant documentation to the application. If these arrangements are not completed prior to applying the Staff Member should include a statement in the application to the effect that the Graduate Studies procedure will be followed prior to the sabbatical.
7. Applications for sabbatical by Department Chairs, Associate Deans and Assistant Deans shall be submitted to the Dean and considered in the same way as those for regular faculty, i.e.), decision by the Dean on the recommendation of the FEC.
8. [vacant]
9. In the event that the Academic Faculty member wishes to change the sabbatical program from that approved by the Dean, they must resubmit the application for reconsideration. The new application

shall set out the details of the new program and the reasons for the revision.

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

1. The number of sabbaticals approved for a given academic year shall not exceed 10% of the number of Academic Faculty members in a given Faculty.
2.
 - a) The total number of Academic Faculty members in a Faculty on which the limit calculation is based will be the number of fulltime tenurable faculty positions (excluding Academic Administrators) in the approved budget for the Faculty in the year prior to the year in which the sabbaticals are to be taken. The Provost shall advise each Dean of this total (and therefore, of the maximum number of sabbaticals for each Faculty) by October 15. APO, Librarian and Faculty Service Officer positions will not be included in the count which determines the number of faculty eligible for sabbatical.
 - b) The number of sabbaticals will be determined on an FTE basis. A full year leave 1.0; a 6-month 0.5.
 - c) In the event that the 10% maximum calculation provides a number which is neither a whole number nor a number which is exactly at a one half interval, then the maximum number of sabbaticals will be taken to the next higher one half interval. For example, if a Faculty had 66 positions, the exact calculation would provide 6.6 sabbaticals; in such a case, the effect of this rule is that the Faculty would have a maximum of 7.0 sabbaticals. Similarly, if the Faculty had 64 positions, although the exact calculation indicates 6.4 sabbaticals, the Faculty would be allowed 6.5 sabbaticals.
3. An Academic Faculty member who has a joint appointment in two Faculties, will be counted as one in the home Faculty. The total number of Faculty positions in such a Faculty will be adjusted accordingly.
4. In the event that a Faculty does not fully utilize its sabbatical quota in a given year, the Faculty may carryforward the underutilization to subsequent sabbatical years provided that the carryforward shall not exceed 10% of the quota for the given year, with fractions taken to the next higher one half (0.5) sabbatical in accordance with the following table:

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

D. Recommendations (Reference: Article 4.02)

1. In the case of an Academic Faculty member in a departmentalized Faculty, application for sabbatical is to be submitted to the Dean through the appropriate Department Chair who, after reviewing the application, will attach their recommendation to it and send it to the Dean.
2. In making a recommendation to the Dean, the Department Chair can touch upon any aspect of the proposed sabbatical, e.g., the sabbatical program, the merit of the applicant, relative merits of all

the Department's applicants and their sabbatical programs, needs of the Department during sabbatical, arrangements for supervision of graduate students, financial considerations, etc.

3. In the case of an Academic Faculty member whose appointment is held jointly in two (or more) Departments, each Department Chair shall submit a recommendation with respect to the application.
4. The Department Chair must submit the application of an Academic Faculty member to the Dean for consideration. The Department Chair may not reject an application for sabbatical.
5. The Dean provides a copy of the application to FEC.

E. Decision (Reference: Article A4.02)

1. Article A4.02 provides that the FEC shall consider all applications for sabbaticals and recommend to the Dean as to which sabbaticals should be approved or not approved. Upon consideration of FEC's recommendations, the Dean makes a decision on the applications.
2. In their consideration of applications for sabbaticals, the FEC and Dean shall consider the proposed programs to determine whether they are meritorious and whether they will be to the mutual advantage of the Academic Faculty member and the University. The FEC and Dean shall also take into account the effect which a sabbatical would have on the operations of the Faculty and/or Department, the financial resources available for replacements of staff, the recommendation of the Department Chair, the arrangements made for covering graduate students being supervised by applicants and such other matters as the Dean feels are relevant in reaching decisions. It is clear that detailed procedures with respect to sabbatical decisions may vary from Faculty to Faculty so long as the general University-wide procedures are observed. For example, in Faculties where the number of applications exceeds the 10% limit, the procedures for turning down applications so that the limit is not exceeded may well vary from Faculty to Faculty; some sort of ranking process will undoubtedly occur, perhaps within departments in the first instance and subsequently in the Faculty. In addition, different Faculties may have different ways of handling the matter of sabbatical replacement appointments and these may have an effect on the sabbatical decision process.
3. Article A4.02.9 states that when an Academic Faculty member is granted sabbatical and the Department Chair or Dean, for the purposes of the normal operation of the Faculty/Department, deems that the work of the Faculty/Department would be unduly hampered, an Academic Faculty member may be required to defer the sabbatical for 6 to 12 months. Such time shall nevertheless be counted toward eligibility for a succeeding sabbatical. The following rules shall apply in this case:
 - a) In order for the effect of the clause to be achieved, an Academic Faculty member must actually apply for sabbatical. Simply being eligible is not sufficient.
 - b) The provisions of Article A4.02.9, i.e., deferral of sabbatical, do not apply in the case of an Academic Faculty member whose application was denied due to the 10% limit for the Faculty. The provision applies only in the case of an Academic Faculty member whose application was denied because the work of the Department would be unduly hampered if the Academic Faculty member were granted the sabbatical.
 - c) If an Academic Faculty member is required to defer a full year sabbatical for one year and takes it at that later time, then the Academic Faculty member is eligible for a subsequent full year sabbatical 5 years after returning from the delayed sabbatical or for a subsequent 6-month sabbatical two years after returning from the delayed sabbatical. For example, assume that an Academic Faculty member had applied for a sabbatical for the period July 1, 1993 - June 30, 1994 but was required to defer such sabbatical to the period July 1, 1994 - June 30, 1995. If the Academic Faculty member went on the delayed sabbatical, they would be eligible for a subsequent full sabbatical in the period July 1, 2000 - June 30, 2001 and for a subsequent 6-month sabbatical in the period July 1, 1997 - June 30, 1998.

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

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

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

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

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

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

Sabbatical salary is normally based on the level of the Academic Faculty member's Full Salary and is at 90% of that salary rate. Other University stipends, such as administrative stipends, clinical income and honoraria paid in lieu of professional fees, etc. do not enter into the calculation of the sabbatical salary. Non pensionable salary supplements and stipends may or may not be paid during a sabbatical depending on the conditions set by the funding source.

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

1. If the Academic Faculty member does not voluntarily return to the service of the University following sabbatical or if the Academic Faculty member returns to the service but does not stay in such service for a period of 6 months, or longer, then the Academic Faculty member must repay to the University 12.5% of the sabbatical remuneration received. By remuneration is meant the total of sabbatical salary, sabbatical research grant and any salary adjustment.

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

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

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

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

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

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

1.
 - a) Article A4.03.7 provides that 6 month sabbaticals shall be restricted to the periods July 1 - December 31 or January 1 - June 30 unless otherwise directed by the Provost. In effect, these sabbaticals are intended to cover no more than one academic (or teaching) term. Therefore, this principle would rule out a 6-month sabbatical of, say, October 1 - March 31 since such a period would encompass two academic terms.
 - b) Although provision is made in clause Article A4.03.7 for variations to the general rule, these will be made only in exceptional cases and where the abnormal sabbatical period is supported by each of the Academic Faculty member, the Department Chair, the Dean and the Provost. In such cases, then, the Provost shall be the decision maker with respect to the sabbatical.
2.
 - a) The Agreement is silent with respect to when a full year sabbatical may be taken. The normal and recommended period for such sabbaticals is July 1 - June 30. It should be pointed out that, in the past, many sabbaticals were taken for the period September 1 August 31 because the Academic Faculty member wished to teach in the summer session prior to going on sabbatical and it was not clear as to whether such paid employment was permissible during the sabbatical. This problem has been clarified and such employment is now permitted.
 - b) There may be cases where full year sabbaticals of other than July 1 - June 30 are advantageous. In the event that such periods are proposed, the following procedures shall apply:
 - i) Where the sabbatical is proposed to begin in the period May 1 - September 1, the Dean may approve such periods provided the period is supported by the Academic Faculty member and the Department Chair.
 - ii) Where the sabbatical is proposed to begin in the period September 2 - April 30, such a period may only be approved if supported by each of the Academic Faculty member, the Department Chair, the Dean and the Provost. In such a case, then, the Provost shall be the decision maker with respect to the dates.
3. In no case will the sabbatical be split into two (or more) sabbatical periods. For example, it is not possible to have a full year leave split into two 6-month periods of January 1, 1999 - June 30, 1999 and January 1, 2000 - June 30, 2000; similarly, it is not possible to split a full year leave into two periods of, say, May 1, 1999 - June 30, 1999 and September 1, 1999 - June 30, 2000.

4. Article A4.03.5 provides that a full year sabbatical shall be inclusive of the annual one month vacation entitlement and a 6-month sabbatical shall be inclusive of one half of the annual vacation entitlement, i.e.), one half of one month. The salary during the vacation will be at the sabbatical rate.
5.
 - a) If an Academic Faculty member wishes to take a leave without pay following the termination of a 6-month sabbatical, such leave without pay will be for not less than 6 months. The intent of this rule is to prevent Academic Faculty members from taking leave without pay only for that period which encompasses a formal teaching term.
 - b) The principle enunciated above shall be applied in the case of applications for leave without pay following full year sabbatical.
6. Sabbatical periods of odd duration, e.g., 10 months, 5 months, 4 months, etc. are not permitted.

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

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

5. If an Academic Faculty member goes on Maternity/Parental Leave during a sabbatical and, as a result, cannot complete the sabbatical program, the following rules apply:
- a) Salary while on Maternity/Parental Leave will be as per Article 8.
 - b) If the onset of Maternity/Parental Leave occurs before 50% of the sabbatical has been completed, the sabbatical will be considered to be cancelled and the Academic Faculty member may take another sabbatical in the following sabbatical year (at no charge to the Faculty quota and, provided the sabbatical program is the same as the aborted one, without formal application).
 - c) If the onset of Maternity/Parental Leave occurs when 50% or more of the sabbatical has been completed, the sabbatical will be considered to be completed and service eligibility for a subsequent sabbatical will be based on the regular end date of the aborted sabbatical.

Appendix A.4: Letter of Intent

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

Appendix A.5: Intersession Teaching

The following regulations govern teaching in the Intersession:

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

Appendix A.6: Academic Faculty Salary Scales

University of Alberta

Full-time Faculty

July 1, 2024 to June 30, 2025

(Reflects an increase of 3%)

Step on Scale	Assistant Professor	Associate Professor	Professor
1.0 (minimum)	83,050	103,472	128,285
1.5	84,401	105,204	130,321
2.0	85,752	106,935	132,357
2.5	87,103	108,667	134,393
3.0	88,454	110,398	136,429
3.5	89,805	112,130	138,465
4.0	91,156	113,861	140,501
4.5	92,507	115,593	142,537
5.0	93,858	117,324	144,573
5.5	95,209	119,056	146,605
6.0	96,560	120,787	148,636
6.5	97,911	122,519	149,768
7.0	99,262	124,250	151,499
7.5	100,613	125,982	153,231
8.0	101,964	127,713	154,962
8.5	103,315	129,445	156,694
9.0	104,666	131,176	158,425
9.5	106,017	132,908	159,776
10.0	107,368	134,639	161,127
10.5	108,719	136,371	162,478
11.0	110,070	138,102	163,829
11.5	111,421	139,834	165,180
12.0	112,772	141,565	166,531
12.5	114,123	143,297	167,882
13.0 (maximum)	115,474	145,028	--

Single Increments	2,702	3,463	4@	4,072
			4@	3,463
			n@	2,702

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

University of Alberta
Full-time Faculty
July 1, 2025 to June 30, 2026
(Reflects an increase of 3%)

Step on Scale	Assistant Professor	Associate Professor	Professor
1.0 (minimum)	85,542	106,576	132,133
1.5	86,934	108,360	134,230
2.0	88,325	110,143	136,327
2.5	89,717	111,927	138,424
3.0	91,108	113,710	140,521
3.5	92,500	115,494	142,618
4.0	93,891	117,277	144,715
4.5	95,283	119,061	146,812
5.0	96,674	120,844	148,909
5.5	98,066	122,628	150,693
6.0	99,457	124,411	152,476
6.5	100,849	126,195	154,260
7.0	102,240	127,978	156,043
7.5	103,632	129,762	157,827
8.0	105,023	131,545	159,610
8.5	106,415	133,329	161,394
9.0	107,806	135,112	163,177
9.5	109,198	136,896	164,569
10.0	110,589	138,679	165,960
10.5	111,981	140,463	167,352
11.0	113,372	142,246	168,743
11.5	114,764	144,030	170,135
12.0	116,155	145,813	171,526
12.5	117,547	147,597	172,918
13.0 (maximum)	118,938	149,380	--

Single Increments	2,783	3,567	4@	4,194
			4@	3,567
			n@	2,783

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

University of Alberta
Full-time Faculty
July 1, 2026 to June 30, 2027
(Reflects an increase of 3%)

Step on Scale	Assistant Professor	Associate Professor	Professor
1.0 (minimum)	88,108	109,773	136,097
1.5	89,542	111,610	138,257
2.0	90,975	113,447	140,417
2.5	92,409	115,284	142,577
3.0	93,842	117,121	144,737
3.5	95,276	118,958	146,897
4.0	96,709	120,795	149,057
4.5	98,143	122,632	151,217
5.0	99,576	124,469	153,377
5.5	101,010	126,306	155,214
6.0	102,443	128,143	157,051
6.5	103,877	129,980	158,888
7.0	105,310	131,817	160,725
7.5	106,744	133,654	162,562
8.0	108,177	135,491	164,399
8.5	109,611	137,328	166,236
9.0	111,044	139,165	168,073
9.5	112,478	141,002	169,507
10.0	113,911	142,839	170,940
10.5	115,345	144,676	172,374
11.0	116,778	146,513	173,807
11.5	118,212	148,350	175,241
12.0	119,645	150,187	176,674
12.5	121,079	152,024	178,108
13.0 (maximum)	122,512	153,861	--

Single Increments	2,867	3,674	4@	4,320
			4@	3,674
			n@	2,867

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

University of Alberta
Full-time Faculty
July 1, 2027 to June 30, 2028
(Reflects an increase of 3%)

Step on Scale	Assistant Professor	Associate Professor	Professor
1.0 (minimum)	90,751	113,066	140,181
1.5	92,228	114,958	142,406
2.0	93,704	116,850	144,631
2.5	95,181	118,742	146,856
3.0	96,657	120,634	149,081
3.5	98,134	122,526	151,306
4.0	99,610	124,418	153,531
4.5	101,087	126,310	155,756
5.0	102,563	128,202	157,981
5.5	104,040	130,094	159,873
6.0	105,516	131,986	161,765
6.5	106,993	133,878	163,657
7.0	108,469	135,770	165,549
7.5	109,946	137,662	167,441
8.0	111,422	139,554	169,333
8.5	112,899	141,446	171,225
9.0	114,375	143,338	173,117
9.5	115,852	145,230	174,594
10.0	117,328	147,122	176,070
10.5	118,805	149,014	177,547
11.0	120,281	150,906	179,023
11.5	121,758	152,798	180,500
12.0	123,234	154,690	181,976
12.5	124,711	156,582	183,453
13.0 (maximum)	126,187	158,474	--

Single Increments	2,853	3,784	4@	4,450
			4@	3,784
			n@	2,953

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

Appendix A.7: Copyright Regulations

1. Ownership

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

2 University Licence

General Principles

- 2.1 Subject to paragraphs 2.2 to 2.9 inclusive, the University is and shall be entitled to an immediate, non-exclusive, royalty-free, non-transferable, irrevocable licence to use any Work created or produced by a Staff Member that results from or is connected with the Staff Member's duties or employment, for all purposes within the University's approved mandate pursuant to the *Post-Secondary Learning Act* (Alberta).

- 2.2 The purposes referred to in paragraph 2.1 include, but are not be limited to, unit accreditation, unit or University marketing, and any not-for-profit activity.
- 2.3 The licence contemplated by paragraph 2.1 does not apply if, as a result of reasonable academic or pedagogical publishing practice, a Staff Member must assign copyright to a Work to a third party as a condition of publication. In such a case, the Staff Member shall make best efforts to cause the third party to provide a licence to the University in relation to the Work, such licence containing terms that are analogous to those described in 2.1.
- 2.4 The licence contemplated by 2.1 does not preclude a Staff Member from agreeing with the University to grant any additional licence or other rights in and to a Work to the University.
- 2.5 A Staff Member, reasonably believing that their Work is unsatisfactory for a proposed use due to outdated, incompleteness, negative impact on the professional reputation of the Staff Member, or other academic grounds, may amend the Work or require that its use be withheld.

Limited Exception – Works Created to Fulfill Assigned Course Responsibilities

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

3. Computer Programs and the University Patent Policy

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

4. Conflict of Interest and Conflict of Commitment

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

5. Collaborative Works

- 5.1 Works created collaboratively by students, staff, faculty and/or others present special challenges with regard to copyright. Such works may be owned in whole or in part by the University, or the University may have rights in and to those Works if they fall within one of the categories described in paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix A.7.
- 5.2 Subject to paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix A.7, if a Work is created by a Staff Member and one or more other individuals governed by University collective agreements, policies, and procedures, as between the University and that Staff Member and the individual or individuals, each person's rights and obligations relating to the Work shall be determined by the applicable University collective agreements, policies, and procedures. In the

case of some collaborative Works, especially those involving members of different categories of persons within the University community, the parties involved may decide to assign copyright to the University in order to coordinate distribution, use, and (when appropriate) revenue sharing.

5.3 If a Work is created by a Staff Member and an individual or individuals who are not subject to University collective agreements, policies, and procedures, ownership of copyright will be decided in accordance with:

- (a) a written agreement between that Staff Member and that individual or those individuals;
- (b) a written agreement between the University and another organization; or
- (c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix will apply to any interest held by the Staff Member, with the necessary changes.

6. Guidelines

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

Schedule B

FACULTY SERVICE OFFICER

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Article B1: Appointments

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

Contingent appointments

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

Special conditions

- B1.03.1 A Dean may appoint an FSO Member with special conditions which are at variance with the terms of this Agreement provided:
- a) the variations are in writing and are included in or appended to the letter of appointment; and,
 - b) the variations have been approved in writing by the Provost after consultation with the President of the Association and prior to the offer being made.
- B1.03.2 The Provost may approve special conditions which are at variance with the terms of this Agreement and which are agreed to subsequent to the original appointment of an FSO Member provided the variations have been recommended by a Dean and are approved in writing by the FSO Member and the President of the Association.
- B1.03.3 Notwithstanding the provisions of Article B1.02, the Dean, with the advance written approval of the Provost, may add an additional special condition providing that, in the event that the external source of funding is discontinued, the appointment shall be transferred to a standard appointment without special conditions. In the absence of such a second special condition, no appointment under Article B1.02 shall carry any expectation of continuance in the event that the external financial support for the position is discontinued.

Effective dates

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

Non-accountable moving allowances

- B1.05.1 An FSO Member upon appointment may be eligible for a non-accountable moving allowance toward expenses necessarily and reasonably incurred in moving to Edmonton which shall be based on removal from the place of residence. The allowance, to the maximum specified, shall be paid upon presentation of an account of expenses supported with appropriate receipts. Regulations governing non-accountable moving allowances shall be established from time to time by the Board after consultation with the Association.
- B1.05.2 An FSO Member who voluntarily leaves the service of the University before rendering two years of service shall be required to refund a portion of the non-accountable moving allowance; each month's regular service (exclusive of leave periods) shall be considered as discharging one twenty-fourth of the obligation. In cases where probationary periods are less than two years, the obligation shall be discharged in a proportionately shorter period. If the FSO Member is appointed to a Continuing Appointment, one year's service shall discharge the obligation to the University; if such an FSO Member leaves the University prior to having served one year, the obligation shall be reduced proportionally with each month served.

Academic Administrators

- B1.06.1 The Board may employ administrative leaders ("Academic Administrators") in academic administration positions who are FSO Members and who are outside the scope of this Agreement while serving as an Academic Administrator. Where an Academic Administrator takes an administrative leave between two successive Academic Administrator appointments, the person also remains outside the scope of this Agreement during the leave. The Board shall provide a copy of the list to the Association whenever a new Academic Administrator is appointed or an Academic Administrator's appointment ceases, for whatever reason, and at minimum on each July 1. No individual's rights under Article B1.06.2 or B1.06.3 are diminished by reason of the position that they filled not being included on the list.
- B1.06.2 An FSO Member who held a Continuing Appointment under this Agreement, prior to receiving an appointment as an Academic Administrator shall be immediately re-appointed to a Continuing Appointment upon termination of the academic administration appointment, unless the FSO Member has elected to resign or retire from their Continuing Appointment, in accordance with the following:
- a) The FSO Member shall re-enter the scope of this Agreement at the conclusion of the academic administration appointment unless appointed to another academic administration position in succession.
 - b) At the conclusion of the last of successive academic administration appointments, the Academic Administrator shall immediately be re-appointed to a Continuing Appointment (the recommendation contemplated by Article B5.01.2 is waived) and shall immediately re-enter the scope of this Agreement.
 - c) For clarity, a failure to re-appoint shall constitute a violation of this Agreement and is subject to Article 14 (Grievance) and Article 15 (Arbitration).
- B1.06.3 An individual who did not hold a Continuing Appointment under this Agreement prior to receiving an appointment as an Academic Administrator shall be simultaneously appointed to a Continuing Appointment under this Agreement in accordance with Article B5.01.2, with the appointment to take effect immediately upon termination of the academic administration appointment, unless the FSO Member has elected to resign or retire from their Continuing Appointment, in accordance with the following:
- a) The Academic Administrator shall enter the scope of this Agreement at the conclusion of the academic administration appointment unless appointed to another academic administration appointment in succession.

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

B1.06.4 Re-appointment or appointment to a Continuing Appointment under Article B1.06.2 or B1.06.3 shall not prevent an investigation into the conduct of the Academic Administrator nor the imposition of discipline, even if the appointment as an Academic Administrator was terminated for cause. Upon the immediate re-appointment or appointment to a Continuing Appointment, the provisions of Article 7 (Discipline) shall apply notwithstanding that the conduct pre-dated the re-appointment or appointment to a Continuing Appointment.

Administrators in the Bargaining Unit

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

- a) the terms and conditions of a Staff Member's administrative appointment are separate and apart from those of the Staff Member's academic appointment and shall be as mutually agreed in writing directly between the Staff Member and the Dean or Appointing Officer, as applicable;
- b) the administrative appointment agreement shall include information regarding:
 - i. the duties and responsibilities of the position to which the Staff Member is being appointed;
 - ii. the term of the appointment;
 - iii. remuneration associated with the administrative appointment, if any;
 - iv. the performance review process;
 - v. the process by which the appointment may be terminated;
 - vi. the process by which the appointment may be renewed;
 - vii. the status and position of the Staff Member on expiry of the appointment; and
 - viii. any special conditions;
- c) a copy of the executed administrative appointment agreement shall be provided to the Association;
- d) the Association shall have the right to pursue grievance or arbitration (using the dispute resolution provisions in this Agreement) only to enforce the written terms and conditions in the executed administrative appointment agreement, as may be amended by the Employer and Staff Member in writing;
- e) the Association shall not have the right to grieve a decision to not renew an administrative appointment or to terminate such an appointment without cause, or any matter related to the University's lawful direction to the Staff Member concerning the performance of their duties in the administrative position, unless any such matters contravene the written terms and conditions in the executed administrative appointment agreement;
- f) if the Staff Member and Dean or Appointing Officer, as applicable, are unable to reach agreement on the terms and conditions of the administrative appointment, the Staff Member shall not be appointed and shall have no recourse or remedy.

B1.07.2 Article B1.07.1 shall not:

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

Article B2: University Responsibilities

- B2.01 The Dean shall provide to the FSO Member, on appointment, a written job description of the general responsibilities of the position.
- B2.02 The Department Chair shall assign the specific duties of the FSO Member, in accordance with the written job description and general responsibilities, which may include service to their profession and/or the University.

Activities Report (Annual or Biennial)

- B2.03 An FSO Member shall submit to the Department Chair an activities report on their University responsibilities covering the previous review period ("Activities Report"), where the review period is either a year or two years, as appropriate. The requirements for the report are provided in Appendix B.4 and based on the written job description of the general responsibilities of the position.

Dispute resolution

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

Article B3: Supplementary Professional Activities (SPA) Scope and context of SPA

- B3.01.1 An FSO Member is a full-time employee and has a primary obligation to fulfil University responsibilities. The FSO Member shall remain current with recent developments in the discipline through personal professional development.
- B3.01.2 Under certain circumstances it is appropriate for FSO Members to assume responsibilities at the University in addition to their regular duties and for which they may receive additional remuneration. These shall be duties which are performed outside regular office hours or while on vacation, e.g. lecturing in evening session, lecturing in Extension non-credit courses, etc. Requests to assume additional responsibilities shall be submitted, in writing, to the Dean.

Approval of SPA

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

Conditions

- B3.03.1 Care must be taken by the FSO Member that the outside activities are not in conflict of interest with the University duties.
- B3.03.2 Supplementary professional activities may be taken into account in the evaluation of an FSO Member's performance for Continuing Appointment, Increments and promotion.
- B3.03.3 Each Faculty Council shall develop the format for the annual SPA Report for that Faculty and submit to the Provost for approval.

Article B4: Professional Leave

Definitions

- B4.00.1 “Base salary” means, for the purposes of this Article B4, the salary set out in the Appointment Letter, excluding market supplements, and as may be increased over time.
- B4.00.2 “Full salary” means, for the purposes of this Article B4, Base salary plus any market supplements.

Eligibility

- B4.01.1 An FSO Member may be granted professional development leave in accordance with this Article B4.
- B4.01.2 An FSO Member shall be eligible to apply for leave provided the FSO Member has a Continuing Appointment.
- B4.01.3 Leave shall only be awarded to an FSO Member who has a carefully prepared program which, in some way, will be of benefit to the University.

Application Process

- B4.02.1 The proposal for leave shall be prepared by the FSO Member following consultation with the Department Chair.
- B4.02.2 The proposal for leave shall include a description of the activity proposed during the leave, a statement of the benefit of such activity to the applicant and its value to the University, the duration of leave and the salary level requested for the leave, such requests to be in accordance with Article B4.03.1.
- B4.02.3 The FSO Member shall submit the proposal for leave to the Department Chair who shall append comments and forward the proposal to the Dean. The Dean shall consider the proposal and the comments of the Department Chair, append their own comments to the proposal and then submit it to the Provost for decision. The comments appended shall include a statement regarding the value of the leave to both the FSO Member and the University and the appropriate salary level for the leave.
- B4.02.4 The procedures set out in Articles B4.02.1 and B4.02.3 are those for an FSO Member in a departmentalized Faculty. In the case of an FSO Member in a non-departmentalized Faculty, the FSO Member consults with the Dean, submits the proposal to the Dean and the Dean submits the proposal, with appended comments, to the Provost for decision.
- B4.02.5 Upon consideration of the proposal and appended comments, the Provost shall decide and that decision is final. The Provost shall advise the FSO Member of the decision, in writing, and if the leave is approved, of the terms of the leave.

Terms and Conditions

- B4.03.1 Professional Leaves for FSO Members shall be at 100% of Full salary except where the Professional Leave is of primary benefit to the Member in which case the Professional Leave will be at no less than 75% of Full salary.
- B4.03.2 The FSO Member may receive grants or scholarships or other aid from outside agencies to assist in the financing of the leave program. Receipt of such assistance shall not serve to reduce the level of the University's leave salary unless the total of the assistance and the leave salary exceed the FSO Member's regular salary, in which case the leave salary shall be reduced so that the total of the outside assistance and the leave salary equal the regular full salary.
- B4.03.3 During the period of leave, the FSO Member shall be eligible to participate, in full, in the benefit programs set out in Article 20, with the University continuing to pay the regular employer costs.

- B4.03.4 The period of leave may be from one month to one year. Proposals for part time leave shall be acceptable.
- B4.03.5 During leave, the FSO Member shall not undertake alternative employment without the advance written approval of the Provost.
- B4.03.6 An FSO Member shall return to regular duties at the University for 6 months upon completion of the Professional Leave or, in default thereof, repay to the University an amount equal to 12.5% of the Full salary paid while on Professional Leave and shall, if requested by the University, sign an agreement to that effect prior to going on leave.
- B4.03.7 The FSO Member shall submit a report on the leave activities within two months of returning from leave with copies to be provided to the Department Chair, the Dean and the Provost.

Article B5: Probation and Continuing Appointment

Types of appointments

- B5.01.1 A person may be appointed in accordance with this Article B5 as an FSO Member with a Continuing Appointment, or as an FSO Member on probation leading to consideration for a Continuing Appointment.
- B5.01.2 No person shall be appointed as an FSO Member unless the Dean first receives a recommendation from an advisory selection committee established in accordance with procedures approved by GFC.

Probationary periods

- B5.02.1 A person appointed as an FSO 1 shall be on a probationary appointment.
- B5.02.2 An FSO Member who is appointed without a Continuing Appointment shall serve a probationary period calculated in accordance with the following:

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

- B5.02.3 The Dean, with the approval of the Provost may, in the initial appointment, reduce the length of the probationary period.
- B5.02.4 If an FSO Member is granted one or more leaves during a probationary period and if the length or type of leave is such that it materially affects the performance on which the FSO Member is to be assessed, then the probationary period shall be extended for one or more years.
- B5.02.5 An extension of a probationary period because of leave shall be made by the Provost on the recommendation of the Dean following consultation with the FSO Member.
- B5.02.6 In considering a recommendation for an extension of a probationary period because of leave, the Provost shall take into account the length of the leave period, the time of the year when the leave was taken and the purposes of the leave.

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

Decision at the end of the probationary period

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

Severance

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

Article B6: Evaluation

Authority

- B6.01 Each Faculty shall have a Faculty Evaluation Committee (FEC) which shall be authorized to:
- a) consider and decide on recommendations regarding probation and Continuing Appointment under Article B5;
 - b) consider and decide on recommendations for Incrementation;
 - c) determine procedures governing applications for promotion and granting of Continuing Appointment;
 - d) consider and decide on applications for promotion;
 - e) carry out such procedural rulings as are required of it under this Article B6.
- B6.02 [vacant]

Standards of performance and Guidelines for Promotion

- B6.03.1 The review of an FSO Member's performance shall be based on consideration of the performance of the responsibilities of the FSO and the FSO Member's Activities Report as outlined in Article B2, including, where appropriate, supplementary professional activities.
- B6.03.2 The draft standards of performance and guidelines for promotion for FSO Members in a Faculty shall be determined by FEC following consultation with all FSO Members in the Faculty. The standards of performance and guidelines for promotion shall recognize the expectations for each rank and shall reflect the principles set out in Articles B6.03.6 - B6.03.7 and B6.05. The draft standards of performance and guidelines for promotion shall be submitted to the Provost for advice and consideration. If the Provost approves the standards of performance and guidelines for promotion 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 and guidelines for promotion shall be reviewed and reconsidered by FEC following consultation with all FSO Members in the Faculty, and then, in draft form, shall be submitted to the Provost for review and advice.
- a) The Provost shall forward the draft standards and guidelines and any advice, first to the FSO Members for review, and thereafter to Faculty Council for approval or to FEC for reconsideration;

- b) The Faculty Council may approve the standards and guidelines or may refer them back to FEC for revision. Any revised standards or guidelines shall, again, be submitted to the Provost for further review and advice;
 - c) After approval of the standards and guidelines 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, standards of performance, or guidelines for promotion.
- B6.03.5 The standards of performance and guidelines for promotion 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 Incrementation and promotions shall be based on merit and not on length of service.
- B6.03.8 The decision to award Continuing Appointment shall be based on an indication that the FSO Member is and will in future be capable of contributing effectively as an FSO Member given the performance, while on probation, in the responsibilities of an FSO Member.
- B6.03.9 Standards for the award of Continuing Appointment shall not be changed during probation for an individual FSO Member unless the FSO Member agrees, in advance of the meeting of FEC, to the new standards.
- B6.03.10 The Faculty Council shall ensure that standards of evaluation and guidelines for promotion are transparent, and give due regard to the principles of equity, diversity and inclusion. The FEC shall ensure the standards and guidelines are applied consistently, and applied with due regard to EDI principles.
- B6.04 Assessment of scholarship, research and innovation must incorporate provisions for different and diverse experiences and contributions to knowledge, including Indigenous knowledges and methodologies, along with different visions, values, cultural mores, methodologies and epistemologies in critical analysis.

Leaves

- B6.05.1 Discontinuance of professional responsibilities during periods of Maternity Leave, Parental Leave, and Medical Leave (when the total of such periods of leave is less than 50% of the review period) shall require the extrapolation of the quality of performance for work done in the period to the full review period.
- B6.05.2 Performance shall be cited in accordance with Article B6.10(c), where the FSO Member has been on leave (or combination of leaves) as defined in Articles 8 and 9, and the Employment Standards Code, for an aggregate period of 50% or more of any review period;
- 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 Activities Report to demonstrate to the Chair why such activity should be recognized.
- B6.05.4 Notwithstanding Article B6.05.3, an FSO Member who is on Maternity Leave and/or related Medical leave, and/or Parental Leave for an aggregate period of 50% or more of any review period shall be entitled to a salary increase (with respect to that review period), determined at the FSO Member's election by:
 - i.) the FSO Member's performance in the review period, as assessed by FEC, subject to Article B6.05.3; or

- ii.) the average Incrementation the FSO Member received, as assessed by FEC, in the last two review periods as available; or the value of a special 1.2 Incrementation award, if the FSO Member's performance has not been assessed in any of the last two review periods;

provided the FSO Member is otherwise eligible to receive Incrementation.

Composition of FEC

B6.06.1 The composition of FEC shall be:

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

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

Prior to the Award of Continuing Appointment

B6.07 FEC shall annually consider the performance of each FSO Member in the Faculty that has not yet been awarded a Continuing Appointment.

FSO Members with Continuing Appointments

B6.07.1 FEC shall biennially consider the performance of each FSO Member with a Continuing Appointment, with the exception of FSO Members:

- (a) who are applying for promotion, in the year of the application; or
- (b) whose performance has been cited as unsatisfactory and unacceptable (0(d)) in any of the two preceding years and further provided that, if the FSO Member had appealed the FEC decision to GAC, such appeal was not upheld.

B6.07.1.1 All FSO Members with Continuing Appointments shall be divided randomly into two cohorts of equal size for each applicable FEC. For the first cohort, FEC shall review performance biennially in the odd years, (the "Odd Cohort"). For the second cohort, FEC shall review performance biennially in the even years (the "Even Cohort").

B6.07.1.2 Notwithstanding Article B6.07.1.1, in FECs where the total number of FSO Members to be evaluated is less than twenty (20), all FSO Members will be evaluated in the same year on the biennial cycle, which shall be deemed to be the "Odd Cohort").

B6.07.1.3 By way of transition from annual to biennial performance reviews:

- (a) the first year in which the Odd Cohort is not reviewed by FEC shall be 2026, in respect of the July 1, 2025 - June 30, 2026 review period. FSO Members shall automatically receive the same Increment they received in the preceding year;

- (b) the first year in which the Even Cohort is not reviewed by FEC shall be 2027, in respect of the July 1, 2026 - June 30, 2027 review period. FSO Members shall automatically receive the same Increment they received in the preceding year.

B6.07.1.4 Unless Article B6.07.1.2 applies to a FSO cohort, an FSO Member awarded a Continuing Appointment with effect in an odd year shall join the Odd Cohort. An FSO Member awarded a Continuing Appointment with effect in an even year shall join the Even Cohort.

B6.07.2 An FSO Member on a biennial review cycle shall automatically receive the same Incrementation for the 'off' year (i.e. the year in which performance was not reviewed by FEC) as received in the preceding year, which is not appealable.

B6.07.3 During the implementation of this evaluative process, the parties agree to work together to address unforeseen issues or challenges that may arise.

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 each year shall be 1.2 per eligible FSO Member, being evaluated in that year. It is understood that the number of Increments available for allocation is exclusive of Incrementation necessary to meet the obligations of FEC in accordance with Article B6.07.2, i.e. incrementation provided to those in their 'off' year.

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.) an Increment or, where the number of Increments available for distribution is less than 20, two Increments. In special circumstances, the Provost, following consultation with AASUA, may permit an FEC to distribute Increments in an amount that is greater or less than that number.

Department Chair's Recommendation: Incrementation

B6.09.1 Each review period, the Department Chair shall recommend to FEC whether an FSO Member should receive Incrementation based on performance in the preceding review period. Such a recommendation shall be submitted to FEC for each FSO Member in the Department. The recommendation shall be one of the following:

- a) an Increment;
- b) a portion of Incrementation up to 3.0, which will bring the salary of an FSO Member to the salary maximum of the FSO Member's present rank;
- c) Incrementation awarded in quarter Increments ranging from 0.50 to 3.00 inclusive;
- d) Zero Increment.

B6.09.2 An incrementation award of less than an Increment is appealable.

Reasons for Zero Increment

B6.10 If a Department Chair recommends that Zero Increment be awarded to an FSO Member, or if FEC decides that Zero Increment be awarded to an FSO Member, in either or both cases, the decision shall be cited as one of the following:

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

Incrementation in the Year of Appointment

B6.11.1 An FSO Member whose appointment takes effect in the period July 1 to October 1, inclusive, is eligible to receive Incrementation on the next following July 1, without proration.

- B6.11.2 An FSO Member whose appointment takes effect in the period October 2 to June 1, inclusive, is eligible to receive Incrementation on the next following July 1, prorated based on the number of months they will have served by July 1. An FSO Member whose appointment takes effect in the period June 2 to June 30, inclusive, will not be eligible to receive Incrementation on the next following July 1.
- B6.11.3 An FSO Member awarded a Continuing Appointment effective in an even year shall be a member of the Even Cohort; an FSO Member awarded a Continuing Appointment effective in an odd year shall be a member of the Odd Cohort.

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.
- B6.12.1.1 Prior to submitting an application for promotion, the FSO Member is encouraged to consult with their Department Chair on the merits of their application.
- B6.12.2 When an FSO Member is eligible for promotion, the FSO Member may apply to FEC to be considered for promotion. Such application shall be sent to the FEC Chair with a copy to the Department Chair prior to the specified date for submission of materials to FEC. (See Article B6.12.4 (d)).
- B6.12.3 FEC shall review the performance over the entire career in considering a case for promotion.
- B6.12.4 FEC shall determine procedures governing applications for promotion and granting Continuing Appointment. Such procedures shall provide for the following:
- a) the documentation required to support the application;
 - b) the requirements for references to support the application;
 - c) the role of the Department Chair, the FSO Member and the FEC Chair in obtaining the letters from referees and in obtaining any other independent documentation;
 - d) the deadlines and timing for the submission of materials and for notification of decisions;
 - e) the process by which materials submitted to FEC by the FSO Member are provided to the Department Chair and vice versa;
 - f) the process by which confidential materials are to be considered and the preparation of summaries thereof for the applicant;
 - g) the provision of information about procedures to potential applicants and the responsibilities of the Department Chair or Dean;
 - h) any other procedures FEC considers necessary.
- B6.12.5 Upon receipt of the application and documentation under Article B6.12.2, the Department Chair shall decide either to support the application or to oppose the application at the FEC meeting and shall so advise the FSO Member through the Department Chair's submission to FEC under Article B6.14.1.

Review of performance

Prior to an award of Continuing Appointment

- 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 annually. 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.

FSO Members with Continuing Appointments

- B6.13.1 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 review period. The performance shall be reviewed in relation to the responsibilities under Article B2 and to the

standards of performance under Article B6.03. Each review shall include a meeting between the FSO Member and the Department Chair and such other consultation as the Department Chair deems necessary, provided that a meeting between the FSO Member and the Department Chair shall not be required if the FSO Member chooses not to meet.

Recommendation of the Department Chair

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

- a) a recommendation for 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.

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

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

Confidential material

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

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

FEC procedures

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

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

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

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

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

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

B6.16.5 FEC is authorized:

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

B6.16.6 FEC may adjourn from time to time.

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

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

Contested cases against Department Chair's recommendation

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

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

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

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

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

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

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

FEC hearings in contested cases against Department Chair's recommendation

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

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

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

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

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

B6.18.6 The FEC Chair shall determine the order of presentation of materials, of directing questions and of oral arguments and shall advise the FSO Member prior to the hearing. The FEC Chair retains the right to revise the order during the hearing as may become necessary.

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

Preliminary position of FEC

- B6.19.1 After initial consideration, FEC may not be prepared to endorse:
- a) a recommendation for a further appointment; or
 - b) an application for promotion which has been supported by the Department Chair;
- or, may be prepared,
- c) to award an Increment which is less than a single Increment or to award no Increment when the recommendation of the Department Chair was greater than the FEC is prepared to endorse; or
 - d) to cite a no Increment award as unsatisfactory and unacceptable when the recommendation of the Department Chair was not so to cite.

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

- B6.19.2 In a case arising under Article B6.19.1, within 3 days after the end of the FEC meeting, the Department Chair shall inform the FEC Chair, in writing, whether the Department Chair (i) continues to support the original recommendation to FEC or (ii) now supports the preliminary position of FEC or (iii) now supports some other position. In the case of (iii), the Department Chair shall specify what that new position is and the reasons for supporting it.
- B6.19.3 In a case arising under Article B6.19.1, the FEC Chair shall, within 5 days after the end of the FEC meeting, inform the FSO Member, in writing, of the Department Chair's position and of the preliminary position of FEC, provide the FSO Member with the issues of concern to FEC, and offer to meet with the FSO Member to discuss the case.

Reconsideration of preliminary position by FEC

- B6.20.1 The FSO Member may, within 5 days of receipt of the information under Article B6.19.3, inform the FEC Chair, in writing, whether or not the FSO Member wishes the case to be reconsidered by FEC. At the same time, the FSO Member shall send a copy to the Department Chair.
- B6.20.2 If the FSO Member does not request reconsideration by FEC, the preliminary position of FEC shall be the decision of FEC and that decision shall be final and binding.

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

FEC procedures for reconsideration hearing

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

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

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

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

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

B6.21.4 On receipt of the information/material under Article B6.21.3, the FEC Chair shall send copies to FEC and to the FSO Member.

B6.21.5 The general procedures for FEC hearings in contested cases (Articles B6.17.1 to B6.18.12) shall generally apply to reconsideration cases (Articles B6.19.1 to B6.21.4). However, the following special procedures shall apply to reconsideration cases:

- a) The FEC Chair shall open the proceedings by making a statement which summarizes the case to that point;
- b) The FSO Member then presents their case;
- c) The Department Chair then makes a statement in response;
- d) FEC may then question the FSO Member, the Department Chair and any witnesses;
- e) FEC then enters into the deliberation portion of the hearing.
- f) At the deliberation portion of the hearing, the FSO Member shall not be present;
- g) At the deliberation portion of the hearing, the Department Chair shall not be present unless they support the FSO Member's minimum acceptable decision by FEC, or greater, in which case the Department Chair shall participate in the deliberation portion as a regular FEC member;
- h) FEC shall convey the decision in accordance with Article B6.16.7.

Article B7: Actions Following the Assessment of "0.0d": Unsatisfactory Academic Performance

B7.0.1 Within 20 days following the assessment of the first (0.0d) to an FSO Member, at the request of either the Department Chair or FSO Member, a meeting will be held with the Department Chair and the FSO Member. The purpose of the meeting shall be to produce a plan (hereafter referred to as a Performance Improvement Plan) in writing, designed to facilitate improvement in performance, including objectives to be met in the following year. The discussion should include information on any assistance that can be reasonably provided to improve the FSO Member's performance. Where there is disagreement on the content of the Performance Improvement Plan, the Department Chair will make the determination.

- B7.0.2 Subsequent to the development of the Performance Improvement Plan, meetings between the Department Chair and the FSO Member should be held at least every three months to discuss and document the FSO Member's progress towards achieving the objectives set out in the Performance Improvement Plan. The Performance Improvement Plan and outcomes shall be appended to the Member's Activities Report for consideration at the Member's next FEC evaluation.

Unsatisfactory and Unacceptable Academic Performance

- B7.01 The FEC Chair shall refer the record of an FSO Member to the Provost with a recommendation that the FSO Member be disciplined for unacceptable academic performance if FEC has cited performance as unsatisfactory and unacceptable, provided that the FSO Member's performance has also been cited as unsatisfactory and unacceptable in either of the two preceding years and further provided that, if the FSO Member had appealed the FEC decision to GAC, such appeal was not upheld.
- B7.02 The record of the FSO Member shall include copies of all material about the FSO Member which had been before FEC in the last 3 years and before GAC in any appeals made by the FSO Member in those years and any additional material which the FEC Chair adds to support the recommendation.
- B7.03 The recommendation shall be filed with the Provost within 20 days of the decision of FEC or, if the decision has been appealed under Article B8, of the decision of GAC.
- B7.04 As soon as possible following receipt of the material under Articles B7.01 and B7.02, the Provost shall provide a copy of that material to the FSO Member except that which is confidential.
- B7.05 The FSO Member may submit material in response to that submitted under Articles B7.01 and B7.02, with such material to be submitted to the Provost within 15 days of receipt of the material under Articles B7.01 and B7.02.
- B7.06 The Provost shall offer to meet with the FSO Member within 20 days of the receipt of the recommendation under Article B7.03 or within 10 days of the receipt of the material under Article B7.05. The Provost may be accompanied by an Administration Advisor and the FSO Member may be represented by the Association but shall not be represented by their own legal counsel at such a meeting. Each shall, but not later than the day before the meeting, inform the other who the attendees will be.
- B7.07 Following any meeting under Article B7.06 and any other consultations the Provost chooses to have, the Provost shall, in writing:
- a) not approve the recommendation of the FEC Chair; or
 - b) penalize the FSO Member, which may include one or more of the following: by a letter of reprimand; suspension with or without pay; dismissal, or other appropriate penalty (but not a fine or a reduction of salary); stating the effective date of such penalty.
- B7.08 The Provost shall, as soon as possible after reaching a decision under Article B7.07, advise the FSO Member, the FEC Chair and the Association of the decision, in writing.
- B7.09 The onus shall be on the FEC Chair to establish that, on the balance of probabilities, that the academic performance of the FSO Member be declared unsatisfactory and unacceptable and that a penalty be assessed by the Provost.
- B7.10 The FSO Member may appeal the decision under Article B7.07 by so advising the Provost, in writing, within 10 days of the date of that decision.
- B7.11 Within 10 days of receipt of the notice of appeal under Article B7.10, the Provost shall establish a review board to consider the appeal. The membership of the review board shall be:
- a) one person who is familiar with the academic responsibilities of the FSO Member appointed by the FEC Chair;

- b) one person who is familiar with the academic responsibilities of the FSO Member appointed by the FSO Member; and
- c) one person appointed by the other two appointees to chair the review board.

If the first two appointees fail to agree on a person to chair the review board, the Provost shall apply to the Chairman of the Labour Relations Board, Department of Labour, Province of Alberta, for the appointment of that person.

- B7.12 The review board shall consider the case and shall decide, on the balance of probabilities, whether or not the decision of the Provost under Article B7.07 should be upheld, varied or dismissed.
- B7.13 In its consideration of the appeal, the review board shall follow the procedures for arbitration in Article 15 except those set out in Articles 15.02, 15.05, 15.07.3, and 15.08.
- B7.14 Notwithstanding the provisions of Article 15.07.3, the onus shall be on the FSO Member to establish, on the balance of probabilities, that the decision of the Provost should be quashed or varied.
- B7.15 The decision of the review board shall be final and binding.
- B7.16 Each party shall bear the fees and expenses of their own appointee to the review board under Article B7.11 while the two parties shall share equally the fees and expenses of the review board chair.
- B7.17 If the review board upholds the appeal of the FSO Member and if FEC determines that the performance of the FSO Member is unsatisfactory and unacceptable in either the following year or the next following year, the conditions would again exist for another referral under Article B7.01.
- B7.18 All dates and times established by this Article B7 may be varied by the mutual written consent of the FSO Member, the FEC Chair and the Provost.

Article B8: Appeals

Definitions

- B8.01 In this Article B8:
 - a) "Advisor" means the person who will assist the Appellant or the Respondent at the hearing of the appeal. The Appellant or Respondent shall not have their own legal counsel at the hearing;
 - b) "Appellant" means the Staff Member who has appealed;
 - c) "Chair" means the Chair of the General Appeals Committee (GAC); and
 - d) "Respondent" means the FEC Chair.

GAC membership

- B8.02.1 Appeals under this Article B8 shall be heard by a committee to be known as GAC, the membership of which shall be:
 - a) the Provost, or designate as Chair;
 - b) three Continuing Appointment FSO Members selected by the Provost from the list established in accordance with Article B8.02.2, none of whom shall be from the same Faculty as the Appellant; and
 - c) subject to Article B8.02.3, two FSO Members selected jointly by the President and the President of the Association, for the particular case at hand and who shall be from the same Faculty as the Appellant, if possible (and if not possible, from a different Faculty).
- B8.02.2 The list referenced in Article B8.02.1 (b), shall consist of at least 12 Continuing Appointment FSO Members who shall be appointed jointly by the President and the President of the Association. Membership on the list shall be for a term of 3 years, staggered, and a member may be reappointed. Selection of the 3 Continuing Appointment FSO Members to serve on a GAC shall

be on a rotation basis, provided that if a Staff Member selected by rotation is unable to serve, the Provost shall select the next person in the rotation.

- B8.02.3 Where the Appellant is from a departmentalized Faculty, the two FSO Members referred to in Article B8.02.1(c) shall not be from the same Department as the Appellant; however, if the President and the President of the Association agree, either or both of the Staff Members may be from the same Department as the Appellant.
- B8.02.4 Notwithstanding the provisions of Articles B8.02.1 (c) and B8.02.3, where the President and the President of the Association are of the opinion that, because of the limited size of the Faculty of the Appellant, the membership of GAC under those Articles is not appropriate, they may vary by agreement such membership, bearing in mind the principles of Articles B8.02.1 (c) and B8.02.3 and after consultation with the Appellant and the Respondent.
- B8.02.5 No members of the FEC whose decision is being appealed may be members of GAC.
- B8.02.6 Subject to Article B8.02.7, the quorum of GAC shall be all the members provided for in Article B8.02.1.
- B8.02.7 If, after a hearing commences, one GAC member appointed under Article B8.02.1(b) or one GAC member appointed under Article B8.02.1(c), or both, cannot continue to serve due to circumstances beyond the member's control as determined by the Chair, a quorum shall exist notwithstanding the absence of such member or members for the balance of the proceedings.

Right to appeal

- B8.03 A Staff Member may appeal the following decisions to GAC in accordance with the provisions of this Article 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 to award less than an Increment.

Pre-hearing procedures

- B8.04.1 As soon as reasonably possible after the receipt of appeal documents by the Chair, the members of GAC shall be selected in accordance with Article B8.02.
- B8.04.2 Upon the selection of the members of GAC, the Chair shall notify the Appellant and the Respondent of the names of each member. Within one week of receiving notice of the names of the GAC members appointed under Articles B8.02.1 (b) or (c), the Appellant or the Respondent may file an objection in writing with the Chair to any such member sitting on the appeal on the ground of reasonable apprehension of bias, and such objection shall state the basis upon which it is made.
- B8.04.3 If the Chair is of the opinion that a reasonable apprehension of bias has been made out by the objector, the Chair shall take steps to have a replacement appointed in accordance with the procedures set out in Article B8.02.
- B8.04.4 A decision of the Chair under Article B8.04.3 may be made without a hearing and shall be final and binding.
- B8.04.5 Within 10 days of the date the decision of FEC is mailed to a Staff Member, the Staff Member may commence an appeal. The Staff Member shall file with the Chair a statement of appeal and enclose a copy of the letter advising the Staff Member of the FEC decision being appealed.
- B8.04.6 As soon as reasonably possible following receipt of the letter under Article A8.04.5, the Chair shall request of the Respondent a copy of all materials submitted to FEC.

- B8.04.7 Within 5 days of the date of the request in Article B8.04.6, the Respondent shall file with the Chair all materials submitted to FEC.
- B8.04.8 As soon as reasonably possible following the receipt of the materials in Article B8.04.7, the Chair shall send an indexed copy thereof to the Appellant.
- B8.04.9 Within 15 days of the date the material forwarded in Article B8.04.8 is mailed to the Appellant, the Appellant shall file with the Chair a detailed written statement which shall include:
- a) the basis on which the appeal is lodged, including a statement of the grounds on which the decision of FEC is considered to be inappropriate;
 - b) the decision which the Appellant requests the GAC to make, such decision to be consistent with the powers of GAC as set out in Article B8.07.3;
 - c) a list of those persons whom the Appellant wishes to appear before GAC as witnesses;
 - d) the name of any Advisor, if any, who will accompany the Appellant at the GAC hearing; and
 - e) such other material as the Appellant considers to be relevant that was not submitted in the proceedings before FEC recognizing that GAC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the Appellant could have presented the material or could have requested the Department Chair to have presented it to FEC.
- B8.04.10 As soon as reasonably possible following the receipt of the materials in Article B8.04.9, the Chair shall send an indexed copy thereof to the Respondent.
- B8.04.11 Within 15 days of the date the material forwarded under Article B8.04.10 is mailed to the Respondent, the Respondent shall file with the Chair a detailed written statement which shall include:
- a) a statement in reply to the statement and materials submitted by the Appellant under Article B8.04.9;
 - b) the minutes of FEC, if any, as they relate to the Appellant;
 - c) a list of those persons whom the Respondent wishes to appear before GAC as witnesses;
 - d) the name of any Advisor, if any, who will accompany the Respondent at the GAC hearing;
 - e) a copy of the standards statement adopted by the Faculty Council of the Appellant in accordance with Article B6.03.1;
 - f) as applicable, a copy of the position description and performance expectations;
 - g) such other material as the Respondent considers to be relevant that was not submitted in the proceedings before FEC, recognizing that GAC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the party seeking to adduce the evidence could have presented it to FEC.
- B8.04.12 Subject to Articles B8.09, as soon as reasonably possible following receipt of the material forwarded under Article B8.04.11, the Chair shall send an indexed copy thereof to the Appellant.
- B8.04.13 Notwithstanding Articles B8.04.8 and B8.04.10, if the Chair is of the opinion that any of the material is too bulky for cost-effective reproduction, or is of no or of marginal relevance to the case, the Chair shall prepare a list of that material, together with a short summary of the content thereof, and shall forward such list and summary to the Appellant or Respondent, as the case may be. The original of the material shall be held available in the Chair's office for examination at any reasonable time by the Appellant, the Respondent and the members of GAC.
- B8.04.14 Notwithstanding the time limits set out in Articles B8.04.9 and B8.04.11, the Chair, on the application of the Appellant or the Respondent, may extend in writing any of the said time limits where the Chair is of the opinion that the applicant for an extension has a reasonable ground for requesting such extension. The decision of the Chair may be made without a hearing and shall be final and binding.
- B8.04.15 The Chair shall determine the time and place for a hearing of the appeal, such hearing to be held within a reasonable time after all materials have been filed pursuant to Articles B8.04.9 and B8.04.11, but no earlier than 6 weeks after filing of the notice of appeal.

B8.04.16 The Chair shall give at least 10 days written notice of hearing to the Appellant and the Respondent.

Hearing procedures

B8.05.1 GAC shall hold a hearing on the appointed date, time and place, and such hearing shall be restricted to GAC, Appellant, Respondent, Advisors, Witnesses and such resource personnel as GAC determines.

B8.05.2 GAC may adjourn the hearing from time to time.

B8.05.3 GAC may tape record the hearing and may use the tape recording during its deliberations. The Appellant and the Respondent, and their respective Advisors, may listen to the recording in the office of the Chair within 4 weeks of the issuance of the decision of GAC, but no copies may be made. The recording may be destroyed by the Chair at any time after 6 weeks of the date of issuance of the decision of GAC.

B8.05.4 The Chair shall make available to members of GAC a copy of all the materials filed with the Chair under this Article B8.

B8.05.5 At the hearing, GAC may not accept any written evidence that was not submitted in accordance with Articles B8.04.9 and B8.04.11 unless it is of the opinion that, with the exercise of reasonable diligence, the party seeking to adduce the evidence could not have done so in accordance with the said Articles.

B8.05.6 Subject to Article B8.09, GAC may accept any oral or written evidence that it, in its discretion, considers proper, whether admissible in a court of law or not.

B8.05.7 GAC has the right to request additional material and to call and compel the attendance of further witnesses. If GAC obtains additional material it shall provide a copy to the Respondent and to the Appellant, subject to the confidentiality provisions of Article B8.09.1.

B8.05.8 GAC is not bound by rules of evidence or procedures applicable to courts of law.

B8.05.9 Both the Appellant and the Respondent have the right to call and question witnesses, to question one another and to present oral arguments.

B8.05.10 Subject to Article A8.05.10.1, the order of presentation at the hearing shall be as follows:

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

B8.05.10.1 With the consent of the Appellant, the Respondent and the Chair, the GAC may modify the order of presentation as may be necessary to ensure a fair and/or efficient hearing.

B8.05.11 It shall be the responsibility of the Appellant and the Respondent to secure the attendance of the witnesses to be called by each.

B8.05.12 The onus of proof, which shall be on the balance of probability, shall be on the Appellant.

B8.05.13 Procedural rulings shall be made by the GAC Chair but are subject to reversal by majority vote of GAC.

Post-hearing procedures

B8.06.1 Upon the conclusion of the hearing or within a reasonable time thereafter, GAC shall deliberate in private and render a decision by majority vote.

B8.06.2 Subject to Article B8.02.7, all members of GAC shall vote, except for the Chair.

B8.06.3 Where the vote of the members of GAC is a tie, the Chair shall vote.

B8.06.4 The vote of the members of GAC shall be by secret ballot.

B8.06.5 The decision of GAC shall be set out in a written statement by the Chair, with reasons, and a copy thereof shall be sent to the Appellant and to the Respondent within two weeks of the conclusion of the hearing.

B8.06.6 The decision of GAC shall be final and binding.

B8.06.7 The decision of GAC shall normally be made no later than June 30 next following the date of the FEC decision.

B8.06.8 All binders of material are to be returned, except from the Appellant and Respondent, and destroyed. All notes are to be destroyed 6 weeks from the date of the decision.

Jurisdiction of GAC

B8.07.1 GAC shall:

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

B8.07.2 If GAC finds that there has been non-compliance with the procedures of this Agreement in the proceedings before FEC or in proceedings before GAC, it may, nevertheless, dismiss the appeal if it finds the decision of FEC to be appropriate.

B8.07.3 Where GAC allows the appeal, it has the power:

- a) in the case of an appeal of a decision by FEC not to offer a Continuing Appointment upon the termination of a second probationary period, to award such an appointment or to extend the probationary period by one year;
- b) in the case of an appeal of a decision by FEC to award less than an Increment, to replace FEC's decision with one which is more favourable to the Staff Member but such decision shall be restricted to: an Increment; a half Increment; a three quarter Increment; a partial Increment; or an alternative citation of Zero Increment (under Article B6.10);
- c) in the case of an appeal of a decision by FEC to award Zero Increment, to uphold the decision to award Zero Increment but GAC may change any identification as to meaning in the decision made under Article B6.10 to any other identification more favorable to the Appellant; and
- d) in the case of an appeal of a decision by FEC not to promote, to promote. If FEC had awarded the Appellant less than an Increment at the same time, the decision of GAC shall include the award of an Increment.

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

Time limits

B8.08 Except for the times established in Articles B8.04.9 and B8.04.11, to which Article B8.04.14 applies, all dates and times established by this Article may be varied by the mutual written consent of the Appellant, the Respondent and the Chair.

Confidentiality

- B8.09.1 The Chair shall not forward any confidential material received under Article B8.04.11 (and described in Article B6.15.1) to the Appellant under Article B8.04.12 but, instead, shall send a copy of the summary of such material prepared under Article B6.15.1 to both the Appellant and Respondent. Similarly, the Chair shall not forward any confidential material received under Article B8.05.7 to the Appellant but, instead, shall send a copy of a summary prepared by the Chair to both the Appellant and the Respondent.
- B8.09.2 A written instrument referred to in Article B8.09.1 shall be made available to members of GAC by the Chair, and may be taken into account by GAC in rendering a decision.
- B8.09.3 Subject to Article B8.09.5, all written materials submitted in an appeal to GAC, together with all oral evidence and argument, shall be held in confidence by all persons involved in an appeal and shall not be disclosed to any person.
- B8.09.4 Subject to Article B8.09.6, the deliberations of GAC shall be held in confidence by the members thereof and shall not be disclosed to any person.
- B8.09.5 The confidential information described in Articles B8.09.3 and B8.09.4 may only be disclosed by a person involved in an appeal to another person:
- a) when required to do so by law; or
 - b) to the extent necessary for the proper performance of the duties of the person involved in the appeal, and for the purposes of the appeal as determined by the Chair.
- B8.09.6 Where disclosure of the confidential information described in Articles B8.09.3 and B8.09.4 is made in accordance with Article B8.09.5, the person disclosing the information shall do so only on the basis that it is disclosed to another person in confidence.

Article B9: Salaries and Benefits

Salaries

- B9.01 The salary scale for FSO Members is set out in Appendix B.2.

Supplementary Health, Dental and Ancillary Benefits

- B9.02 FSO Members are eligible to participate in the University benefit programs applicable to FSO members.

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

- B9.03.1 FSO Members shall participate in the Universities Academic Pension Plan (UAPP).
- B9.03.2 FSO Members are eligible to participate in the Academic Supplementary Retirement Plan (ASRP).

Vacation

- B9.04.1 Each FSO Member shall be entitled to an annual vacation in accordance with the following table:

Service Completed	Days of Vacation
less than 10 years	22
at least 10 years but less than 20 years	25
20 years or more	30

- B9.04.2 An FSO Member who resigns with an effective date of resignation between September 1 and May 1, and who has not been able to take any or all of the vacation time earned between the immediately preceding July 1 and the effective date of the resignation shall receive, on

resignation, an amount in lieu of vacation time missed. This amount shall be calculated on the basis of two days' salary for each month between the immediately preceding July 1 and the effective date of resignation.

Article B10: Academic Reorganization

Preamble

- B10.01 The Board and the Association acknowledge
- a) the importance of long range and strategic academic planning.
 - b) that to serve the goals of the University of Alberta and to maintain an optimal learning and research environment, the University must have the flexibility to reorganize its academic programs and approaches to learning and to research; and
 - c) that changes in academic programs are normally achieved through processes which do not adversely affect the employment status of FSO Members.
- B10.02 Academic planning may result in the Reorganization of academic programs; such Reorganization may follow a restatement of the University's mission, changes in the nature and delivery of programs, or changes in the demand for or need for a program.
- B10.03 Academic planning, including but not limited to academic planning in accordance with the normal authority and procedures of GFC, may result in revisions to programs or restructuring of Departments or Faculties. For Academic planning which may result in the lay off of FSO Members, the procedures of this Article B10 shall apply.

Definitions

- B10.04 For the purpose of this Article B10,
- a) "Program" means a group of credit courses which, on completion, leads to the granting of a degree, diploma or certificate and shall be restricted to those Programs which require Ministerial approval in accordance with section 124(h) and regulations of the *Post Secondary Learning Act*.
 - b) "Reorganization" means the reduction, deletion or transfer of a Program within the meaning of section 124(h) and regulations of the *Post Secondary Learning Act*.
 - c) "Reduction" means a reduction in a Program and an anticipated reduction in the number of FSO Members in the Program which, in accordance with section 124(h) and regulations of the *Post Secondary Learning Act*, follows or will result in a significant decrease in enrolment or a significant decrease in the length of a program. For the purpose of this definition, the reduction shall require a reduction of not fewer than 15% of the FSO Members in the Program or 25 FSO Members whichever is the lesser, but in no case shall the reduction of FSO Members be less than 5.
 - d) "Deletion" means the discontinuance of a Program and may include the closure of a Faculty or Department.
 - e) APC means the Academic Planning Committee of GFC or any successor committee of GFC with the same general responsibilities.
 - f) "Minister" means the Minister of Learning.

Preliminary Procedures

- B10.05 A Reorganization may originate only from a recommendation from a Faculty Council to the Provost, or from a proposal by the Provost. When the Provost initiates discussion of a Reorganization, the Provost shall inform the Dean, shall provide supporting information, and shall meet with the Faculty Council to discuss the proposal.
- B10.06 The Faculty Council shall have up to 4 months to consider and to respond to the information; the Dean shall present the response to the Provost at a special meeting of Faculty Council.

Process for Approval of Reorganization

- B10.07 Following consideration of the Faculty Council's response, the Provost may prepare a recommendation for Reorganization of a Program to APC. The Provost shall include the response of the Faculty Council in B10.06 with the recommendation.
- B10.08 If the Reorganization may result in a Reduction of a Program, the Provost shall also instruct the Dean to establish the committee required in Article B10.23.
- B10.09 Upon receiving a recommendation for Reorganization, APC shall strike a sub committee which shall consider the recommendation. The sub committee shall have 6 members, 3 of whom shall be members of APC, and 3 of whom shall be appointed by agreement between the President and the President of the Association. No member shall be from the Program under consideration. The 6 members shall select one of their members to serve as chair, with power to vote. In the event of a failure to agree on the appointed members, either party may apply to the Chief Justice of the Court of Queen's Bench (who has the power to delegate) who shall select the members necessary to fill the membership.
- B10.10 The sub committee may add to its membership one or two persons from the community or profession served by the Program when, in the opinion of the sub committee, such participation will assist the sub committee in its review; such additional members shall have full voting rights.
- B10.11 A sub committee shall be struck for each recommendation for Reorganization.
- B10.12 The sub committee shall receive and consider submissions about the Program and prepare a report for APC. Persons making submissions shall have the right to appear before the sub committee in open session to present their submissions. In all other respects the sub committee shall be authorized to determine their own procedures.
- B10.13 The sub committee shall submit a written report to APC within 30 days of the day that its membership is complete; a copy of the report shall be provided to the Association and to the Dean. The Provost may extend the deadline.
- B10.14 APC shall consider the report and the recommendation of the sub committee and, either,
a) return the recommendation for Reorganization to the Provost for further consideration, or
b) reject the recommendation for Reorganization.
- B10.15 If the sub committee fails to report, APC may proceed to consider the recommendation of the Provost for Reorganization without the benefit of a report.
- B10.16 [Vacant]
- B10.17 Decisions at APC on recommendations for Reorganization shall be by secret ballot.
- B10.18 If APC is replaced by another committee of GFC, the replacement committee shall do what APC is required to do by this Article B10. The membership of the committees authorized to make decisions shall be as close to the membership anticipated by this Article B10 as possible.
- B10.19 GFC shall consider the recommendation from APC and, either:
a) approve the recommendation for Reorganization (with or without changes) and forward its recommendation to the Board;
b) return the recommendation for Reorganization to the Provost for further consideration; or
c) reject the recommendation for Reorganization.
- B10.20 The Board shall consider the recommendation from GFC and, either
a) approve the Reorganization and submit the proposal to the Minister under section 124(h) and regulations of the *Post Secondary Learning Act*; or
b) return the recommendation to GFC for further consideration; or
c) reject the recommendation for Reorganization.

- B10.21 At each stage of the procedure, the Association shall be apprised of the proposals and recommendations and shall be permitted to submit advisory statements. At each stage of consideration of any Reorganization, the Association may send one or two observers (voice but no vote) to APC and to the sub committee of APC when the Reorganization is discussed.

Notice to Members

- B10.22 When GFC approves a Reorganization, the Provost shall:
- a) inform the Dean, in writing and, if required, inform the committee under Article B10.23 that procedures for implementation must be completed within 20 days of such notice; and
 - b) schedule a meeting with the FSO Members who may be affected by the Reorganization to inform them of the procedures of this Article B10 and to discuss plans and timelines for the implementation of the Reorganization. The Association shall be invited to send representatives to the meeting.

Procedures

- B10.23 For a Reorganization which involves the Reduction of a Program, the Faculty Council shall name an implementation committee to establish procedures and to select the necessary FSO Members to be laid-off.
- a) For non-departmentalized Faculties the committee shall be the FEC.
 - b) For departmentalized Faculties, the committee shall be either
 - 1.1) the FEC, or
 - 1.2) a committee of 7 members: the Dean shall serve as chair; 3 members shall be elected by Faculty Council from its members; 3 Department Chairs shall be elected by Faculty Council from the roster of Chairs. This committee shall be the same as that selected under Article A10.23(b)1.2.
 - c) The committee shall determine the procedures for layoffs. The committee shall forward the procedures to the Provost for approval with a copy to the Association. The Provost may refer the procedures back to the committee for reconsideration. The Provost may extend the deadline set in Article B10.22 (a), and shall not unreasonably deny a request for extension.
 - d) If the committee fails to report, the Provost, in consultation with the Dean, shall establish the procedures.
- B10.24 For a Reorganization which involves Deletion the Dean shall inform the FSO Members in the Reorganized Program of the number of positions which will be required for each year during which the Program is being deleted. FSO Members may apply for their preferred length of continuation on staff. The Dean shall assign periods of notice in accordance with such requests subject to the qualifications of the FSO Members to teach the required courses.
- B10.25 Within 15 days after the approval of the Minister under Article B10.20, the Provost shall convene a meeting of the FSO Members affected by a Reorganization to inform them of the ramifications of the Reorganization and the subsequent procedures of this Article B10. The Association shall be invited to attend this meeting.

FSO Member Options

- B10.26 Each FSO Member affected by the Reorganization shall be considered, in order, for:
- a) a voluntary separation payment;
 - b) re-assignment to another position at the University;
 - c) retraining and subsequent re-assignment to another position at the University;
 - d) layoff.

Voluntary Separation

- B10.27 a) An FSO Member affected by a Reorganization may apply for a severance package with the same severance formula and benefit eligibility as set out in the Voluntary Severance Incentive Plan (VSIP) (Article B11.08).

- b) Applications shall be submitted to the Dean who, after consultation with the Department Chair, shall forward the application to the Provost, with recommendations for approval. Articles B11.13 to B11.17 dealing with eligibility quotas and timing do not apply.
- c) The Provost shall establish the timing and schedule for applications and decisions bearing in mind the circumstances of the particular Reorganization.

Reassignment

- B10.28
- a) An FSO Member affected by a Reorganization shall be entitled to identify, in writing to the Provost, any Department or Faculty for which the FSO Member is qualified, and request to be considered for reassignment.
 - b) Following consultation with the Dean and Chair of the identified Faculty or Departments the Provost shall decide on the proposed assignment and shall advise the FSO Member of the decision, in writing.
 - c) The Provost shall consult with the Association prior to making the decision.
 - d) The decision shall not be conditional on staff vacancies in the unit.

Retraining and Reassignment

- B10.29
- a) An FSO Member affected by Reorganization may advise the Provost, in writing, of an interest in being reassigned to a position in another Department or Faculty for which the FSO Member is not currently qualified but could become qualified after a period of paid study leave. The FSO Member shall describe the study leave program, the qualifications to be obtained and an estimate of the time required to complete the program. The Provost shall consult the Dean and Department Chair of the identified Faculty (and Department) and with the Association. The Provost shall decide on the proposal, and shall advise the FSO Member, in writing.

Layoff

- B10.30 If FSO Members affected by a Reorganization do not accept voluntary severance and are not reassigned, they may be laid-off. In such a case, the Provost shall require the committee established under Article B10.23 to re-convene to determine the specific FSO Members to be laid-off; in doing so, the committee shall apply the procedures approved by the Provost under Articles B10.23(c) or B10.23(d). The committee shall submit a list of names of FSO Members to the Provost as its recommendation for specific layoffs. The Provost may establish a deadline for submission of such a list.
- B10.31 Layoffs shall only be considered if the number of positions affected by the Reorganization is greater than the total number of FSO Members who will reach normal retirement age in the academic year in which GFC makes the decision under Article B10.19 and the next two academic years.
- B10.32 The Provost shall layoff FSO Members on the recommendation of the committee under Article B10.30. If the committee fails to submit the recommendation, the Dean shall recommend to the Provost, with such a recommendation based on the procedures approved under Articles B10.23(c) or B10.23(d). The Provost shall inform the FSO Members, in writing, with copies to the Association.
- B10.33 Layoff under this Article B10 shall not be considered nor represented as dismissal for cause.

Notice and Severance

- B10.34 The period of notice to individual FSO Members may vary depending on the need to complete teaching commitments in the Program.
- a) Notice of layoff shall be not less than 9 months from the date on which the FSO Member is advised, in writing, of the decision to lay-off the FSO Member.
 - b) An FSO Member who resigns before the end of a notice period shall receive not less than 9 months' salary.
 - c) An FSO Member who is given notice shall normally continue to perform regular responsibilities during that period. By mutual agreement, salary may be paid in lieu of notice.

- B10.35 An FSO Member who is laid off shall receive a severance payment (in months of salary) of 18.67- N, where N is the number of months of notice as follows:
- a) the minimum severance payment shall be 9 months' salary
 - b) The maximum severance payment shall be 15 months' salary.
- B10.36 [Vacant]
- B10.37 The Board shall provide, on request of an FSO Member, relocation counselling services at a cost not to exceed \$5,000. The Board may provide access to University facilities, including office space, library privileges and computer services for up to two years, subject to availability.
- B10.38 Severance shall normally be paid in a lump sum. An FSO Member may request an alternative payment which may be arranged subject to applicable tax regulations and the approval of the Provost.

Recall

- B10.39 For a period of two full academic years following the Minister's decision under Article B10.25 the Provost shall not authorize the replacement of FSO Members by other instructional staff or new instructional staff to be appointed in the Program. Should the Program be reinstated within that period, or a new Program be established which requires instructional staff with similar qualifications, or if instructional staff are required to deliver the same or substantially similar courses, persons who received a severance payment shall be informed of all such new positions.
- a) FSO Members on the recall list, who choose to apply for such positions, shall have the right of first refusal for appointments for which they are qualified, provided they inform the Dean within forty days of notification.
 - b) If more FSO Members apply than there are vacancies, the selection shall be made on the basis of the procedures in Article A10.23.
 - c) If an FSO Member is reappointed, the period between the end of the notice period and reappointment shall be considered as service at the University.
 - d) Salary on reappointment shall be at the same rate as on termination adjusted for any scale adjustments in the interim.

Exclusion

- B10.40 FSO Members who have appointments where continuation of appointment is contingent upon the continued funding of salary and benefits from an external granting agency (otherwise known as positions with "soft tenure") are not covered by this Article B10.

Article B11: Financial Emergency

Preamble

- B11.00 The Board and the Association recognize that disruptions in the University's operating revenue may occur which may impact academic staffing. In such circumstances the procedures of this Article B11 shall be followed.

Definitions

- B11.01 In this Article B11:
- a) "Financial emergency" means a condition in which the continued existence of the University of Alberta is placed in jeopardy by a deficit which has occurred or is predicted and projections show continuing deficits.
 - b) "Eligible staff member" means an FSO Member who, on the Termination date, would be at or above (1) the mean age or (2) the median age, whichever index provides the greater number of Eligible staff members, plus FSO Members who, on the Termination date would be below the selected index age but who have at least 15 years of service at this University.
 - c) "VSIP" means a voluntary severance incentive plan.

- d) "Termination date" means June 30 or December 31, whichever is the earlier, next following the end-date for submission of applications for VSIP (Article B11.18).
- e) "Savings" means the annual cost of salary and benefits deleted from the operating budget when an FSO Member's position is deleted.
- f) "APC" means the Academic Planning Committee of GFC (or any successor committee with the same general responsibilities).

Financial Emergency Procedures

- B11.02 When the President is of the view that Financial emergency conditions exist, the President shall invite representatives of the Association to a meeting to discuss the University's financial circumstances, providing them information supporting that view.
- B11.03 The Association shall have up to 10 days to respond to the President and a second meeting between the President and representatives of the Association shall be convened to discuss that response.
- B11.04 If, following the meeting under Article B11.03, the President concludes that a Financial emergency exists, the President shall initiate the procedures of this Article B11.
- B11.05 If the Association does not meet under Articles B11.02 and B11.03, the President may nevertheless initiate the procedures.
- B11.06 Concurrent procedural streams shall be initiated by the President: (a) a voluntary severance incentive plan (VSIP) (B11.07 - B11.18); and (b) determination of whether or not there is a Financial emergency (B11.19 - B11.36).

VSIP

- B11.07 An Eligible staff member may apply for severance under the VSIP, such application to be in accordance with the procedures of Articles B11.14 - B11.17.
- B11.08 The amount of the severance shall be a function of the number of years between the Termination date and of the normal retirement date of an Eligible staff member, in accordance with the following table.

Number of Years To Normal Retirement	Amount of Severance
0.5	10% of year's salary
1.0	20% of year's salary
1.5	30% of year's salary
2.0	40% of year's salary
2.5	50% of year's salary
3.0	60% of year's salary
3.5	70% of year's salary
4.0	80% of year's salary
4.5	90% of year's salary
5.0	100% of year's salary
5.5	105% of year's salary
6.0	110% of year's salary
6.5	115% of year's salary
7.0	120% of year's salary
7.5	125% of year's salary
8.0	130% of year's salary

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

B11.09 [Vacant]

B11.10 [Vacant]

B11.11 The President shall announce implementation of the VSIP immediately following the decision under Article B11.04.

B11.12 When announcing the VSIP, the President shall, after consultation with the Association, advise of the amount of Savings predicted through the VSIP.

B11.13 Based on the predicted Savings under Article B11.12, the Provost shall allocate to each Faculty the number of applications which may be accepted for a VSIP severance payment. Such allocations shall be made following consultation with the Association. The total of such accepted applications shall be sufficient to allow the necessary Savings to be met.

B11.14 An Eligible staff member may apply for a VSIP payment to the Dean within the time limit set under Article B11.17.

B11.15 The Dean is authorized to approve such applications provided the allocations under Article B11.13 are honored.

B11.16 If applications exceed the number allocated to the Faculty, persons with the greatest number of years of service as a Staff Member shall be approved first.

B11.17 Applications for VSIP payments must be submitted no later than 3 days following the submission of the report by the Commission (under Article B11.29) or 30 days from its establishment (under Article B11.22), whichever is the later.

B11.18 [Vacant]

Determination of Financial Emergency

B11.19 The President shall, as soon as possible following the decision under Article B11.04, submit a proposal regarding Financial emergency to APC for its consideration; the Association shall have the right to submit a statement to APC and to send one or two observers (voice but no vote) to APC meetings at which this matter is discussed.

B11.20 If, after consideration, APC concludes that a Financial Emergency exists, it shall so declare. From the date of the declaration, the procedures specified hereafter in this Article B11 shall apply. The declaration shall be issued within 10 days following receipt of the President's proposal.

B11.21 Within 5 days following the declaration under Article B11.20, APC shall forward to the Association a copy of all financial documentation which was before APC.

B11.22 Within 10 days following the declaration under Article B11.20, the President and the Association shall establish a Commission which shall review the declaration of APC and either (a) confirm it or (b) reject it. At the same time, the President and Association shall jointly invite submissions to the Commission.

B11.23 The Commission established under Article B11.22 shall consist of 5 persons agreed upon by the President and the Association. If the President and the Association cannot agree on the 5 persons, either party may apply to the Auditor-General of Alberta who shall select the persons needed to fill the membership on the Commission.

- B11.24 If either party fails to undertake its responsibility under Article B11.22, then the other may select the members of the Commission.
- B11.25 The Commission shall select its own chair from among its 5 members.
- B11.26 The Commission shall have the right to inspect relevant University financial records.
- B11.27 The Commission shall meet within 10 days of the appointment of its last member.
- B11.28 Without restricting the generality of its authority and responsibilities, the Commission shall consider the following:
- a) whether the University's financial position (as evidenced from the total budget and not just the academic or salary components thereof) constitutes a budgetary crisis such that deficits projected are expected to continue;
 - b) whether in view of the primacy of academic goals at the University the reduction of academic staff is a reasonable type of cost-saving;
 - c) whether all reasonable means of achieving cost-saving in other areas of the University budget have been explored;
 - d) whether all reasonable means of improving the University's revenue position have been explored; and
 - e) whether enrolment projections are consistent with a proposed reduction in the academic staff complement.
- B11.29 Within 30 days of its establishment, the Commission shall submit a written report to the Board, with a copy to the Association and to APC.
- B11.30 If the Commission determines that a Financial emergency exists, its report shall include a recommendation on the amount of the reduction required in the budgetary allocation for the salaries and benefits of Staff Members.
- B11.31 Within 10 days following the submission of the report by the Commission, the Board shall consider whether or not a Financial Emergency exists and, following such consideration, it shall make a decision on the matter. In its consideration the Board shall take into account any Savings which are expected through the VSIP under Articles B11.07 - B11.18.

Implementation of Financial Emergency

- B11.32 If the Board declares that a state of Financial emergency exists, it shall:
- a) specify the amount required for reductions in salaries and benefits of FSO Members after application of the Savings;
 - b) place a freeze on the hiring of instructional staff, with exceptions to the freeze to be agreed to by the Association;
 - c) discuss with the Association possibilities of achieving the reductions required, with such discussions to be completed within 10 days of the Board's declaration under Article B11.31.
- B11.33.1 If the discussions with the Association under Article B11.32 (c) do not result in agreement on a method of reduction, the Board shall, within 10 days following such discussions, provide the Association with at least two possible methods of achieving the required reductions:
- a) through a reduction in salaries and salary scales for all FSO Members applied in an equal percentage to all FSO Members; or
 - b) through the lay-off of FSO Members; or
 - c) at the Board's discretion, through a third option.
- B11.33.2 In order to prepare for the possibility of lay-off under Articles B11.33.1.(b) or B11.33.1.(c), each Faculty shall be assigned a reduction target dependent upon its proportion of the total salaries of FSO Members. Each departmentalized Faculty shall select the members of the committee to carry out the process under Article B11.23 with such selection to be completed within 15 days of the decision of APC under Article B11.20. The committee shall determine the procedures and

submit these to the Provost, under Article B10.23 (c), within 30 days of the decision of APC under Article B11.20.

- B11.33.3 If the FSO Members opt for Article B11.33.1 (b) or B11.33.1 (c) (with layoffs), the Provost shall require the committee established under Article B11.33.1/B10.23 to re-convene to determine the specific FSO Members to be laid-off; in doing so, the committee shall apply the procedures approved by the Provost under Articles B10.23 (c) or B10.23 (d). The committee shall submit a list of names of FSO Members to the Provost as its recommendation for specific layoffs. The Provost may establish a deadline for submission of such a list.
- B11.33.4 The Provost shall decide on the recommendations submitted under Article B11.33.3 and advise the FSO Members affected, in writing, with a copy to the Association.
- B11.33.5 Severance and notice for FSO Members who are laid-off under Articles B11.33.3 and B11.33.4 shall be the same as for those who are laid-off under Article B10. The specific Termination dates under Article B10.01 (d) shall not apply.
- B11.34 The Board's proposals under Article B11.33.1 shall be put to a vote of FSO Members affected, with such a vote to be completed within 20 days of the Board's submission under Article B11.33.1. If more than two options are provided, the vote shall be by preferential ballot.
- B11.35 The vote of the FSO Members under Article B11.34 shall be final and binding upon the Board, the Association and the FSO Members.
- B11.36 Any changes to salaries/salary scales and benefits of FSO Members resulting from application of Articles B11.32 - B11.35 shall be made notwithstanding the provisions of Articles 2.12 - 2.20 for the time specified in the proposals under Articles B11.32 - B11.35.

Exclusion

- B11.37 FSO Members whose appointments are contingent upon continued funding of salary and benefits from an external granting agency (also called "soft tenure") are not covered by this Article B11.

Article B12: Delegation

- B12.01 The Board confirms delegation of its powers, duties and functions for the performance of its responsibilities contemplated by the terms of the Common Agreement and this Schedule B (with the power to subdelegate as set out in this Article), including responsibilities assigned to a person or committee pursuant to:
- a) Article B1 – Appointments
 - b) Article B5 - Probation and Continuing Appointment
 - c) Article B6 - Faculty Evaluation
 - d) Article B6 - Appeals
 - e) Article 7 – Discipline
 - f) Such other matters as the parties may mutually confirm in writing from time to time, and with power to delegate further as set out in this Article.
- B12.02 The authority of any party described in Article B12 to delegate responsibilities under this Article includes the authority to revoke those delegated responsibilities and to exercise those directly. The revocation of a delegated responsibility does not nullify decisions, order, directions or recommendations made at the time the delegation of responsibilities remained in effect.
- B12.03 Except where expressly limited, delegation of duties and responsibilities set out in the Common Agreement or Schedule B may occur to and from individuals in the role of President, Provost, Deputy Provost, Vice-President, Academic Administrator and Department Chair, or to an FSO Member, with the written approval of the person to whom the delegator reports. (The President may delegate without such written approval.)
- B12.04 [Vacant]

- B12.05 The President of the Association may delegate any responsibility of the President to another member of the executive of the Association or the Executive Director of the Association.
- B12.06 Faculty Council may recommend, and the Provost may approve, delegation of any responsibility of a Faculty Council to such persons or groups designated by the Faculty Council.
- B12.07 The FEC Chair in a non-departmentalized Faculty may recommend, and the Provost may approve, delegation of any responsibility of an FEC Chair to the Dean of the Faculty.
- B12.08 If, in the Common Agreement or this Schedule B a decision is to be made by the Association, the decision shall be made by the President of the Association subject to such restriction as the Association, acting in accordance with its bylaws, may determine. Any Association policy which restricts the ability of the President of the Association to act shall be communicated in writing to the Provost.

Appendix B.1: Template* Letter of Appointment



**UNIVERSITY
OF ALBERTA**

[Office Name]

[Name]
[Address]

[enter date]

Dear [Name]:

On behalf of the Governors of the University of Alberta, I am pleased to offer you a formal appointment to the academic staff of the University of Alberta in accordance with the terms set forth below. Should you accept this offer, your employment will be governed by the Collective Agreement including Schedule B for Faculty Service Officers, a copy of which can be found at <https://www.ualberta.ca/faculty-and-staff/my-employment/collective-agreements-and-handbooks>. The Agreement may be amended in accordance with its terms and such amendments are binding upon you.

The specific terms of the appointment offer are:

1. Rank/Position/Title:

2. Faculty:

Department:

3. Effective Date:

Period of Probationary Appointment: to June 30,

4. Initial salary rate: \$

5. Special conditions:

6. You will be subject to all Rules, Regulations and Policies of the University as may be promulgated or amended from time to time.

7. You may be eligible for a non-accountable moving allowance of \$ in accordance with Article B1.05 of the Agreement.

The return of one signed original copy of this letter to the undersigned by will constitute your acceptance of this offer of appointment on the terms hereof.

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

Protection of Privacy: Personal information provided is collected and protected pursuant to Part 1 Division 1, and specifically sections 4(c) and 10, of the *Protection of Privacy Act* (POPA). In accordance with Part 1 Division 2, and specifically sections 12 and 13, of POPA, the collected personal information will be used and disclosed to manage employee records and/or administer academic programs and student services. Certain information will be made available to federal and provincial departments and agencies under appropriate legislative authority. The University of Alberta uses automated systems to generate content and to make decisions, recommendations and predictions. The personal information collected may be included in these automated systems. For further information about the collection, use and disclosure of this information, please contact: Shared Services, 10230 Jasper Avenue, Edmonton, Alberta, T5J 0B2, 780-492-8000.

THIS FORM CONSTITUTES THE ENTIRE CONTRACT OF APPOINTMENT BETWEEN THE APPOINTEE AND THE UNIVERSITY AND NO OTHER WRITTEN OR ORAL CONDITION, QUALIFICATION OR AGREEMENT EXISTS OR IS INCLUDED HEREIN BY REFERENCE HERETO EXCEPT AS HEREINBEFORE SET FORTH.

Yours sincerely,

[Name]

[Title]

Received by University

ACCEPTANCE

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

Dated at _____
(City)

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

Signature

*The parties agree that the Employer will not unilaterally make amendments or deletions to the substantive content of this Letter of Appointment, but may unilaterally make changes required by amendments to legislation or that are considered housekeeping in nature (e.g. updates to referenced links, contact information, and similar). Where an individual Letter of Appointment is in conflict with the Collective Agreement, the Collective Agreement is paramount.

Appendix B.2: FSO Member Salary Scales

Salary Scale for Full-Time Faculty Service Officers

July 1, 2024 to June 30, 2025

(Reflects an increase of 3%)

Step on Scale	FSO 1	FSO 2	FSO 3	FSO 4
1.0 (minimum)	\$70,203	\$83,055	\$103,472	\$128,285
1.5	\$71,349	\$84,406	\$105,204	\$130,321
2.0	\$72,494	\$85,757	\$106,935	\$132,357
2.5	\$73,640	\$87,108	\$108,667	\$134,393
3.0	\$74,785	\$88,459	\$110,398	\$136,429
3.5	\$75,931	\$89,810	\$112,130	\$138,465
4.0	\$77,076	\$91,161	\$113,861	\$140,501
4.5	\$78,222	\$92,512	\$115,593	\$142,537
5.0	\$79,367	\$93,863	\$117,324	\$144,572
5.5	\$80,513	\$95,214	\$119,056	\$146,305
6.0	\$81,658	\$96,565	\$120,787	\$148,036
6.5	\$82,804	\$97,916	\$122,519	\$149,768
7.0	\$83,949	\$99,267	\$124,250	\$151,499
7.5	\$85,095	\$100,618	\$125,982	\$153,231
8.0	\$86,240	\$101,969	\$127,713	\$154,962
8.5	\$87,386	\$103,320	\$129,445	\$156,694
9.0	\$88,531	\$104,671	\$131,176	\$158,425
9.5	\$89,677	\$106,022	\$132,908	
10.0	\$90,822	\$107,373	\$134,639	
10.5	\$91,968	\$108,724	\$136,371	
11.0	\$93,113	\$110,075	\$138,102	
11.5	\$94,259	\$111,426	\$139,834	
12.0	\$95,404	\$112,777	\$141,565	
12.5	\$96,550	\$114,128	\$143,297	
13.0 (maximum)	\$97,695	\$115,479	\$145,028	

<i>Single Increment</i>	\$2,291	\$2,702	\$3,463	4@ \$4072 4@ \$3463
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Salary Scale for Full-Time Faculty Service Officers

July 1, 2025 to June 30, 2026

(Reflects an increase of 3%)

Step on Scale	FSO 1	FSO 2	FSO 3	FSO 4
1.0 (minimum)	\$72,309	\$85,547	\$106,576	\$132,133
1.5	\$73,489	\$86,939	\$108,360	\$134,230
2.0	\$74,669	\$88,330	\$110,143	\$136,327
2.5	\$75,849	\$89,722	\$111,927	\$138,424
3.0	\$77,029	\$91,113	\$113,710	\$140,521
3.5	\$78,209	\$92,505	\$115,494	\$142,618
4.0	\$79,389	\$93,896	\$117,277	\$144,715
4.5	\$80,569	\$95,288	\$119,061	\$146,812
5.0	\$81,749	\$96,679	\$120,844	\$148,908
5.5	\$82,929	\$98,071	\$122,628	\$150,693
6.0	\$84,109	\$99,462	\$124,411	\$152,476
6.5	\$85,289	\$100,854	\$126,195	\$154,260
7.0	\$86,469	\$102,245	\$127,978	\$156,043
7.5	\$87,649	\$103,637	\$129,762	\$157,827
8.0	\$88,829	\$105,028	\$131,545	\$159,610
8.5	\$90,009	\$106,420	\$133,329	\$161,394
9.0	\$91,189	\$107,811	\$135,112	\$163,177
9.5	\$92,369	\$109,203	\$136,896	
10.0	\$93,549	\$110,594	\$138,679	
10.5	\$94,729	\$111,986	\$140,463	
11.0	\$95,909	\$113,377	\$142,246	
11.5	\$97,089	\$114,769	\$144,030	
12.0	\$98,269	\$116,160	\$145,813	
12.5	\$99,449	\$117,552	\$147,597	
13.0 (maximum)	\$100,629	\$118,943	\$149,380	
<i>Single Increment</i>	\$2,360	\$2,783	\$3,567	4@\$4,194
				4@\$3,567

Salary Scale for Full-Time Faculty Service Officers

July 1, 2026 to June 30, 2027

(Reflects an increase of 3%)

Step on Scale	FSO 1	FSO 2	FSO 3	FSO 4
1.0 (minimum)	\$74,478	\$88,114	\$109,773	\$136,097
1.5	\$75,694	\$89,548	\$111,610	\$138,257
2.0	\$76,909	\$90,981	\$113,447	\$140,417
2.5	\$78,125	\$92,415	\$115,284	\$142,577
3.0	\$79,340	\$93,848	\$117,121	\$144,737
3.5	\$80,556	\$95,282	\$118,958	\$146,897
4.0	\$81,771	\$96,715	\$120,795	\$149,057
4.5	\$82,987	\$98,149	\$122,632	\$151,217
5.0	\$84,202	\$99,582	\$124,469	\$153,376
5.5	\$85,418	\$101,016	\$126,306	\$155,214
6.0	\$86,633	\$102,449	\$128,143	\$157,051
6.5	\$87,849	\$103,883	\$129,980	\$158,888
7.0	\$89,064	\$105,316	\$131,817	\$160,725
7.5	\$90,280	\$106,750	\$133,654	\$162,562
8.0	\$91,495	\$108,183	\$135,491	\$164,399
8.5	\$92,711	\$109,617	\$137,328	\$166,236
9.0	\$93,926	\$111,050	\$139,165	\$168,073
9.5	\$95,142	\$112,484	\$141,002	
10.0	\$96,357	\$113,917	\$142,839	
10.5	\$97,573	\$115,351	\$144,676	
11.0	\$98,788	\$116,784	\$146,513	
11.5	\$100,004	\$118,218	\$148,350	
12.0	\$101,219	\$119,651	\$150,187	
12.5	\$102,435	\$121,085	\$152,024	
13.0 (maximum)	\$103,650	\$122,518	\$153,861	
<i>Single Increment</i>	\$2,431	\$2,867	\$3,674	4@ \$4,320 4@ \$3,674

Salary Scale for Full-Time Faculty Service Officers

July 1, 2027 to June 30, 2028

(Reflects an increase of 3%)

Step on Scale	FSO 1	FSO 2	FSO 3	FSO 4
1.0 (minimum)	\$76,712	\$90,757	\$113,066	\$140,181
1.5	\$77,964	\$92,234	\$114,958	\$142,406
2.0	\$79,216	\$93,710	\$116,850	\$144,631
2.5	\$80,468	\$95,187	\$118,742	\$146,856
3.0	\$81,720	\$96,663	\$120,634	\$149,081
3.5	\$82,972	\$98,140	\$122,526	\$151,306
4.0	\$84,224	\$99,616	\$124,418	\$153,531
4.5	\$85,476	\$101,093	\$126,310	\$155,756
5.0	\$86,728	\$102,569	\$128,202	\$157,980
5.5	\$87,980	\$104,046	\$130,094	\$159,873
6.0	\$89,232	\$105,522	\$131,986	\$161,765
6.5	\$90,484	\$106,999	\$133,878	\$163,657
7.0	\$91,736	\$108,475	\$135,770	\$165,549
7.5	\$92,988	\$109,952	\$137,662	\$167,441
8.0	\$94,240	\$111,428	\$139,554	\$169,333
8.5	\$95,492	\$112,905	\$141,446	\$171,225
9.0	\$96,744	\$114,381	\$143,338	\$173,117
9.5	\$97,996	\$115,858	\$145,230	
10.0	\$99,248	\$117,334	\$147,122	
10.5	\$100,500	\$118,811	\$149,014	
11.0	\$101,752	\$120,287	\$150,906	
11.5	\$103,004	\$121,764	\$152,798	
12.0	\$104,256	\$123,240	\$154,690	
12.5	\$105,508	\$124,717	\$156,582	
13.0 (maximum)	\$106,760	\$126,193	\$158,474	
<i>Single Increment</i>	\$2,504	\$2,953	\$3,784	4@ \$4,450 4@ \$3,784

Appendix B.3: Copyright Regulations

1. Ownership

- 1.1 Pursuant to Article 11.02, a Staff Member who creates a Work resulting from or connected with the Staff Member's duties or employment owns copyright in the Work. However, the University owns or has an interest in Works as provided in paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, 3.1, 5.1, and 5.2 of this Appendix B.3.
- 1.2 For the purposes of this Appendix B.3 and Article 11, "Work" or "Works" means anything in which copyright subsists pursuant to the *Copyright Act* (Canada), whether published or unpublished. For greater certainty, Work includes: architectural works, artistic works, choreographic works, cinematographic works, collective works, dramatic works, literary works, musical works, compilations, performers' performances, sound recordings and communication signals, all as defined in the *Copyright Act* (Canada).
- 1.3 A creator has moral rights in a Work, as provided under the *Copyright Act*. The Parties endorse and support the creator's right to manage those moral rights.
- 1.4 If a Staff Member creates a Work
- (a) in the course of performing administrative or management duties or activities for the University, a Department, or a Faculty, including all units therein associated (e.g., Centres and Institutes); or
 - (b) for the purposes of a committee or group of a Department, Faculty, or the University;
- then the University owns copyright in the Work.
- 1.5 If a Staff Member creates a Work pursuant to a written agreement between the Staff Member and the University, that agreement shall address the University's arrangement with the Staff Member regarding ownership or other interest in that Work.
- 1.6 If a Staff Member creates a Work under a sponsored research funding agreement with a third party funder, copyright ownership and licensing are governed by the terms of the sponsored research funding agreement. Because the University shall enter into the sponsored research funding agreement with the sponsor, the University has the right to obtain from the Staff Member an assignment or licence of the copyright as necessary to fulfill its obligations to the sponsor under the sponsored research funding agreement. However, the Staff Member cannot unilaterally assign or licence Works that are not wholly owned or created by that Staff Member.
- 1.7 If a Staff Member creates a Work under any other agreement between the University and a third party, including but not limited to a secondment agreement or facility access agreement, copyright ownership and licensing are governed by the terms of the agreement between the University and the third party. To avoid any need for the Staff Member personally to transfer or agree to transfer rights relating to the Work to the third party (which may entail the personal liability of the Staff Member), the University has the right to obtain from the Staff Member an assignment or licence of the copyright as necessary to fulfill its obligations to the third party under the agreement. However, the Staff Member cannot unilaterally assign or licence Works that are not wholly owned or created by that Staff Member.

2. University Licence

General Principles

- 2.1 Subject to paragraphs 2.2 to 2.9 inclusive, the University is and shall be entitled to an immediate, non-exclusive, royalty-free, non-transferable, irrevocable licence to use any Work created or produced by a Staff Member that results from or is connected with the Staff Member's duties or employment, for all purposes within the University's approved mandate pursuant to the *Post-Secondary Learning Act* (Alberta).

- 2.2 The purposes referred to in paragraph 2.1 include, but are not be limited to, unit accreditation, unit or University marketing, and any not-for-profit activity.
- 2.3 The licence contemplated by paragraph 2.1 does not apply if, as a result of reasonable academic or pedagogical publishing practice, a Staff Member must assign copyright to a Work to a third party as a condition of publication. In such a case, the Staff Member shall make best efforts to cause the third party to provide a licence to the University in relation to the Work, such licence containing terms that are analogous to those described in paragraph 2.1.
- 2.4 The licence contemplated by paragraph 2.1 does not preclude a Staff Member from agreeing with the University to grant any additional licence or other rights in and to a Work to the University.
- 2.5 A Staff Member, reasonably believing that their Work is unsatisfactory for a proposed use due to outdating, incompleteness, negative impact on the professional reputation of the Staff Member, or other academic grounds, may amend the Work or require that its use be withheld.

Limited Exception – Works Created to Fulfill Assigned Course Responsibilities

- 2.6 Except in the cases described in paragraphs 2.7 to 2.9 inclusive, the licence contemplated by paragraph 2.1 does not apply to any Work created by a Staff Member to fulfill assigned course responsibilities under Articles B2.01 and B2.02.
- 2.7 The licence contemplated by paragraph 2.1 includes those elements of a course outline that set out the information required by General Faculties Council policy, as described in the University Calendar.
- 2.8 If a Staff Member is unable or unavailable to deliver all or part of a course duly assigned to that Staff Member, the University may use the Work described in paragraph 2.6 to complete the delivery of the course. Such a licence will not be irrevocable, but instead will be for the duration of the course in that academic year.
- 2.9 The University may use a Work described in paragraph 2.6 for the purposes of unit accreditation, in connection with transfer credit determinations or as the University may be required to meet its obligations to students.

3. Computer Programs and the University Patent Policy

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

4. Conflict of Interest and Conflict of Commitment

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

5. Collaborative Works

- 5.1 Works created collaboratively by students, staff, faculty and/or others present special challenges with regard to copyright. Such works may be owned in whole or in part by the University, or the University may have rights in and to those Works if they fall within one of the categories described in paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix B.3.
- 5.2 Subject to paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix B.3, if a Work is created by a Staff Member and one or more other individuals governed by University collective agreements, policies, and procedures, as between the University and that Staff Member and the individual or individuals, each person's rights and obligations relating to the Work shall be determined by the applicable University collective agreements, policies, and procedures. In the

case of some collaborative Works, especially those involving members of different categories of persons within the University community, the parties involved may decide to assign copyright to the University in order to coordinate distribution, use, and (when appropriate) revenue sharing.

- 5.3 If a Work is created by a Staff Member and an individual or individuals who are not subject to University collective agreements, policies, and procedures, ownership of copyright will be decided in accordance with:
- (a) a written agreement between that Staff Member and that individual or those individuals;
 - (b) a written agreement between the University and another organization; or
 - (c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix B.3 will apply to any interest held by the Staff Member, with the necessary changes.

6. Guidelines

- 6.1 The University may publish guidelines, recommendations, and explanatory notes which shall not form part of this Appendix B.3, to assist Staff Members and others to structure collaborations in ways that maximize certainty and minimize conflicts respecting interests in Works, and to assist in the application or use of this Appendix B.3.

Appendix B.4: Activities Report

1. Requirement to Report

- 1.01 Each FSO Member shall submit an Activities Report. (B2.03)
- 1.02 The Activities Report shall provide information on the University responsibilities during the reporting period in accordance with the written job description and general responsibilities of the position. (B2.02)
- 1.03 FSO Members on professional leave for all or a portion of the reporting period shall include a report on activities while on leave. (See, for example, B4.03.7)

2. Reporting Structure

- 2.01 Reports shall be submitted to the Department Chair with a copy submitted to the Dean.
- 2.02 In non-departmentalized Faculties, the Activities Report shall be submitted to the Dean.
- 2.03 FSO Members who are in divisions of Faculties or Departments shall, in addition, submit a copy of the Activities Report to the division Chair or Head.

3. Format of the Report

- 3.01 The format of the Activities Report may vary by Faculty; the Faculty Council shall approve the format of the report. Annual Reports shall provide at least the information required in 3.02 of this Appendix. The format includes the way in which the Activities Report is structured or designed (electronic or otherwise) and its contents.
 - 3.02 The Activities Report shall include as may be applicable in accordance with the written job description and general responsibilities of the position:
 - a) Personal data: name, rank, department.
 - b) Information about teaching activities: courses taught, numbers of students, graduate students supervised, new courses, programs or techniques developed.
 - c) Information about research and scholarly activity: books and articles published, inventions, lectures and presentations, other means of disseminating the results of research activity, prizes and awards and grants received, as well as descriptions of ongoing research or creative scholarly effort.
 - d) Information about service: to the scholarly discipline, to the University, the Faculty, and the Department, to the general public, including offices held.
 - e) Information about activities in faculty recruitment, faculty development, peer mentorship and related activities.
 - f) The specific duties in accordance with the written job description and general responsibilities of the position.
 - 3.03 Subject to the decision of the Faculty Council (pursuant to B3.03.3), the Activities Report may include a section on supplementary professional activity, as applicable.
 - 3.04 The Activities Report shall be designed to permit reporting in ways which will assist in determining whether the standards of performance and/or guidelines for promotion for the FSO have been met (see B6.03).
 - 3.05 The Faculty Council shall determine the time period to be reported on in the Activities Report and the date of submission.
 - 3.06 The decision of the Faculty Council about the format, the time period and the date of submission shall be reported to the Provost and to the Association.
- ### **4. Uses of the Activities Report**
- 4.01 The Activities Report shall be used by the Department Chair in preparing recommendations to the Faculty Evaluation Committee.
 - 4.02 The Activities Report shall be made available to the Faculty Evaluation Committee and to a General Appeals Committee.

- 4.03 The Activities Report shall be made available to the Provost, and to other University officials as authorized by the Provost.
- 4.04 The information from the Activities Report may be used to compile data on the teaching, research and service activities of a Department or Faculty.
- 4.05 Notwithstanding 4.04, no summary or publication of information about Supplementary Professional Activity shall be released, except as required by Article B3.
- 4.06 If the Activities Report is made available beyond the Faculty Evaluation Committee, the FSO Member shall be informed.

Schedule C

LIBRARIANS

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Article C1: Appointments

- C1.01.1 “Librarian” means a person who has a degree from an accredited graduate program in library, archival, and/or information studies, or an equivalent program, who has been appointed to a librarian or archivist position on the academic staff of the University of Alberta, in which the person has been or may be granted tenure and includes both full time and part time staff who hold such positions.
- C1.01.2 The appointment of a Librarian shall be made by the Chief Librarian.
- C1.01.3 A letter of appointment, following the example in Appendix C.1, duly executed by the Chief Librarian and the Librarian, shall confirm the appointment of a Librarian.
- C1.01.4 The appointment of a Librarian shall commence on the date set in the duly executed letter of appointment.
- C1.01.5 The employment of a Librarian shall be for 12 months of each year.

Contingent appointments

- C1.02.1 Notwithstanding Article C1.01, a Chief Librarian may appoint a Librarian to a position with a special condition that recognizes circumstances where the position is funded by external sources.
- C1.02.2 The term “funded by external sources” is defined as any financial support directly tied to a specific position when the financial support does not come from the operating budget of the University. The term may include funds from endowments or targeted gifts, agencies supporting research through grants or contracts, and other sources.
- C1.02.3 The special condition shall state that the continuing nature of the appointment is explicitly contingent on the continued receipt of funds from the external source. In the event that the funds are discontinued, the Librarian shall receive notice of not less than 12 months that the position will be discontinued.

Special conditions

- C1.03.1 The Chief Librarian may appoint a Librarian with special conditions which are at variance with the terms of this Agreement provided:
- a) the variations are in writing and are included in or appended to the letter of appointment; and,
 - b) the variations have been approved in writing by the Provost after consultation with the President of the Association and prior to the offer being made.
- C1.03.2 The Provost may approve special conditions which are at variance with the terms of this Agreement and which are agreed to subsequent to the original appointment of a Librarian provided the variations have been recommended by the Chief Librarian and are approved in writing by the Librarian and the President of the Association.
- C1.03.3 Notwithstanding the provisions of Article C1.02, the Chief Librarian, with the advance written approval of the Provost, may add an additional special condition providing that, in the event that the external source of funding is discontinued, the appointment shall be transferred to a standard appointment without special conditions. In the absence of such a second special condition, no appointment under Article C1.02 shall carry any expectation of continuance in the event that the external financial support for the position is discontinued.

Effective dates

- C1.04 A probationary appointment or an original appointment with tenure may be made at any time.

Non-accountable moving allowances

- C1.05.1 A Librarian upon appointment may be eligible for a non-accountable moving allowance toward expenses necessarily and reasonably incurred in moving to Edmonton which shall be based on removal from the place of residence. The allowance, to the maximum specified, shall be paid

upon presentation of an account of expenses supported with appropriate receipts. Regulations governing non-accountable moving allowances shall be established from time to time by the Board after consultation with the Association.

- C1.05.2 A Librarian who voluntarily leaves the service of the University before rendering two years of service shall be required to refund a portion of the non-accountable moving allowance; each month's regular service (exclusive of leave periods) shall be considered as discharging one twenty-fourth of the obligation. In cases where probationary periods are less than two years, the obligation shall be discharged in a proportionately shorter period. If the Librarian is appointed with tenure, one year's service shall discharge the obligation to the University; if such a Librarian leaves the University prior to having served one year, the obligation shall be reduced proportionally with each month served.

Advisory Selection Committee

- C1.06 The Library shall have an Advisory Selection Committee to advise the Chief Librarian on Librarian appointments, excluding the appointment of Temporary Librarians. Upon the request of the Chief Librarian and following consultation with the Association, the Provost may waive the use of an Advisory Selection Committee. The composition of the Committee shall be:
- a) the Administrative Librarian responsible for personnel, as Chair;
 - b) the Supervisor;
 - c) one Staff Member from the unit involved selected by the Chair;
 - d) one Staff Member of the Library, selected according to procedures approved by the Library Council;
 - e) other persons as deemed necessary by the Chief Librarian following consultation with the Committee.

Professional ranks

- C1.07.1 There shall be 3 ranks of Librarian:

a) Librarian 1 - General Librarian

Librarians at this rank are distinguished by a mix of general responsibilities in, but not limited to, any or all of: organizing, managing and ensuring access to information resources; providing consulting, research, and teaching services; and developing, maintaining, and preserving the Library's collection and information systems, and contributing to library management, usually at the local level and without direct supervisory or administrative responsibilities.

b) Librarian 2 - Operations Librarian

Librarians at this rank are distinguished by their substantial responsibility for material resources, by direct supervisory or administrative responsibilities, by co-ordination of a system-wide function, or by some combination of these responsibilities.

c) Librarian 3 - Administrative Librarian

Librarians at this rank are distinguished by overall responsibility and accountability for budget and personnel, as well as co-ordination and integration of various functions, on a large scale.

Responsibilities include setting strategic and budget priorities and overseeing operations, as well as promoting the library to the University community.

- C1.07.1.2 Librarians may achieve the rank of Librarian 2 and Librarian 3 by appointment, or by a determination of the Chief Librarian following a Position Review Committee recommendation pursuant to C1.07.2.

- C1.07.2 The Chief Librarian shall determine the rank of each position (Librarian 1, 2, or 3) following the recommendation of the Position Review Committee. The Position Review Committee shall review all positions:

- a) which are new positions;

- b) when new responsibilities are added to an existing position (in accordance with Article C2.01);
- c) at the direction of the Chief Librarian or Supervisor of the Librarian; and
- d) at the request of a Librarian.

C1.07.3 The Position Review Committee shall consist of one Administrative Librarian appointed by the Chief Librarian as Chair, at least two Administrative Librarians, and two Librarians elected in accordance with procedures approved by Library Council.

C1.07.4 The Position Review Committee shall determine procedures governing requests for position review in accordance with C1.07.2. Such procedures shall provide for the following:

- a) the documentation required to support the application;
- b) the deadlines and timing for the submission of materials and for notification of decisions;
- c) any other procedures the Position Review Committee considers necessary.

C1.07.5 The Chief Librarian, following consultation with the Library Council, shall approve guidelines for position review, which shall be transparent, and which shall have due regard to principles of equity, diversity and inclusion. These guidelines shall be reviewed no less than every 5 years.

C1.07.6 The Position Review Committee shall ensure that guidelines for position review are consistently applied with due regard to the principles of equity, diversity and inclusion.

C1.07.7 The Position Review Committee shall consider all position reviews, and shall make a recommendation to the Chief Librarian, based on the guidelines approved by the Chief Librarian. A written copy of this recommendation shall be provided to the Librarian. The decision of the Chief Librarian is final and binding.

Special Duties with Stipend

C1.08 In certain circumstances, a Librarian may be asked by the Chief Librarian to take well-defined and short-term responsibility for a particular project, function or group, and/or individuals. These positions allow the incumbents to test themselves in a supervisory or co-ordinating role, to take on additional responsibility as a professional growth opportunity. These positions are distinguished by the temporary nature of the assigned responsibility. In recognition of such circumstances, a stipend may be paid for the duration of the assignment.

Academic Administrators

C1.09.1 The Board may employ administrative leaders ("Academic Administrators") in academic administration positions who are Librarians and who are outside the scope of this Agreement while serving as an Academic Administrator. Where an Academic Administrator takes an administrative leave between two successive Academic Administrator appointments, the person also remains outside the scope of this Agreement during the leave. The Board shall provide a copy of the list to the Association whenever a new Academic Administrator is appointed or an Academic Administrator's appointment ceases, for whatever reason, and at minimum on each July 1. No individual's rights under Article C1.09.2 or C1.09.3 are diminished by reason of the position that they filled not being included on the list.

C1.09.2 A Librarian who held a tenured position under this Agreement, prior to receiving an appointment as an Academic Administrator shall be immediately re-appointed to a tenured Librarian position upon termination of the academic administration appointment, unless the Librarian has elected to resign or retire from their tenured position, in accordance with the following:

- a) The Librarian shall re-enter the scope of this Agreement at the conclusion of the academic administration appointment unless appointed to another academic administration position in succession.
- b) At the conclusion of the last of successive academic administration appointments, the Academic Administrator shall immediately be re-appointed to a tenured Librarian position (the recommendation contemplated by Article C5.03.1 is waived) and shall immediately re-enter the scope of this Agreement.
- c) For clarity, a failure to re-appoint shall constitute a violation of this Agreement and is subject to Article 14 (Grievance) and Article 15 (Arbitration).

- C1.09.3 An individual who did not hold a tenured position under this Agreement prior to receiving an appointment as an Academic Administrator shall be simultaneously appointed to a tenured position under this Agreement in accordance with Article C5.03.1, with the appointment to take effect immediately upon termination of the academic administration appointment, unless the Librarian has elected to resign or retire from their tenured position, in accordance with the following:
- a) The Academic Administrator shall enter the scope of this Agreement at the conclusion of the academic administration appointment unless appointed to another academic administration appointment in succession.
 - b) At the conclusion of the last of successive academic administration appointments, the Academic Administrator shall immediately be appointed to a tenured Librarian position and shall immediately enter the scope of this Agreement.
 - c) For clarity, a failure to appoint shall constitute a violation of this Agreement and is subject to Article 14 (Grievance) and Article 15 (Arbitration).
- C1.09.4 Re-appointment or appointment to a Librarian position under Article C1.09.2 or C1.09.3 shall not prevent an investigation into the conduct of the Academic Administrator nor the imposition of discipline, even if the appointment as an Academic Administrator was terminated for cause. Upon the immediate re-appointment or appointment to a Librarian position, the provisions of Article 7 (Discipline) shall apply notwithstanding that the conduct pre-dated the re-appointment or appointment to a Librarian position.

Article C2: Responsibilities

- C2.01.1 The Chief Librarian shall, on appointment, provide the Librarian with a written position description which sets out the general responsibilities of the position held by the Librarian.
- C2.01.2 The Supervisor shall assign the specific duties of the Librarian, bearing in mind the position description. The Supervisor shall also determine, at least annually, performance expectations which shall be appended to the position description.
- C2.01.3 The Chief Librarian may revise the Librarian's position description following consultation with the incumbent and, if requested by the incumbent, with the Association. The revision shall take into account the qualifications and experience of the incumbent.
- C2.01.4 The Chief Librarian may transfer a Librarian to a different position in the University Library and, if so, shall provide the Librarian with the position description for the new position. Prior to such transfer, the Chief Librarian shall consult with the incumbent and, if requested by the incumbent, with the Association.
- C2.01.5 The incumbent shall be informed of the right to have the Association consulted about the proposed changes.
- C2.01.6 The Chief Librarian shall provide to the Association, at its request, copies of position descriptions for positions under review, and shall inform the Association of proposed transfers.
- C2.01.7 A Librarian may be assigned responsibilities in, but not limited to, any or all of the following: organizing, managing and ensuring access to information; providing reference, consulting and teaching services; developing and maintaining the Library's collection information systems; and managing human and financial resources and contributing to library administration.
- C2.01.8 A Librarian shall be expected to participate in service to the general public by making available the Librarian's expertise and knowledge of the discipline, and, similarly, in professional associations and service to the profession.
- C2.01.9 A Librarian may undertake responsibilities in and be recognized for participation in the governance of the University and the Library.

C2.01.10 A Librarian may participate in professional and scholarly research and may request that individual research projects or other professional and scholarly activity be included in the specific responsibilities assigned. When a Librarian participates in professional or scholarly research, such activity and research funds shall be administered in accordance with policies and procedures established by GFC, the Board or by the Vice-President (Research), following consultation with the Association. The policies and procedures shall be published in a manual or handbook which shall be available from the office of the Vice-President (Research). The policies and procedures shall be consistent with the terms of this Agreement; in the case of conflict, this Agreement shall govern. Questions arising from the administration of the policies and procedures or failure to comply with the policies and procedures shall be resolved in accordance with the procedures of this Agreement.

Activities Report (Annual or Biennial)

C2.02 A Librarian shall submit to the Supervisor and to the Chief Librarian an Activities Report on University responsibilities covering the previous review period ("Activities Report"), where the review period is either a year or two years, as determined by Article C6.07. The form for such a report shall be approved by the LEC on the recommendation of the Chief Librarian.

Dispute Resolution

C2.03 If there is a dispute with respect to the Librarian's University responsibilities, a Librarian shall have recourse to the Chief Librarian. The decision of the Chief Librarian shall be final and binding.

Reorganization

C2.04.1 For the purpose of this Article C2.04, a Reorganization shall be defined as the concurrent and related revision of the position descriptions of at least 3 Librarians.

C2.04.2 Prior to a Reorganization, the Chief Librarian shall consult with the Association on the scope and nature of the Reorganization and inform Library Council.

C2.04.3 Each position description shall be revised in accordance with the procedures in Article C2.01.

C2.04.4 No Librarian shall be laid off as a result of a Reorganization.

Article C3: Supplementary Professional Activities

Scope, context and authorization of supplementary professional activity

C3.01.1 A Librarian has a primary obligation to fulfil University responsibilities. A Librarian who proposes to engage in activities outside the University which are related to their duties at the University or which are of a consulting nature, shall so inform the Chief Librarian. If the proposed activities are during regular office hours, the permission of the Supervisor and Chief Librarian, in writing, must be obtained prior to the Librarian undertaking the activities. If University facilities are proposed to be used in the conduct of the outside activities, the permission of the Chief Librarian, in writing, must be obtained prior to the Librarian utilizing such facilities. If the Librarian expects to make extensive use of such facilities, the Librarian may be required to reimburse the University for such use.

C3.01.2 Under certain circumstances it is appropriate for Librarians to assume responsibilities at the University in addition to their regular duties and for which they may receive additional remuneration. Requests to assume such additional responsibilities must be approved by the Supervisor and the Chief Librarian, in writing.

C3.01.3 Such professional activity shall represent an integral part of the responsibility to relate theory to professional practice, thereby enabling professional practice to remain relevant.

C3.01.4 Care must be taken by the Librarian that the supplementary activities are not a conflict of interest with the University duties and do not prevent, hinder or unduly interfere with the Librarian's primary responsibilities.

C3.01.5 If there is a dispute with respect to a Librarian's supplementary professional activity, the Librarian shall have recourse to the Chief Librarian and the Provost, in that order. The decision of the Provost shall be final and binding.

Definition of supplementary professional activity

C3.02 Without restricting the generality of the term supplementary professional activities, this category shall include any of the following:

- a) employment in any capacity by another employer; including the carrying out of teaching duties;
- b) consulting;
- c) personal services contracts.

Conditions

C3.03.1 The authority and approval of supplementary professional activity is subject to the following conditions:

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

C3.03.2 Supplementary professional activities may be taken into account in the evaluation of a Librarian's performance.

Article C4: Professional Leave

Definitions

C4.00.1 "Base salary" means, for the purposes of this Article C4, the salary set out in the Appointment Letter, excluding market supplements, and as may be increased over time.

C4.00.2 "Full salary" means, for the purposes of this Article C4, Base salary plus any market supplements.

Eligibility

C4.01.1 A Librarian may be granted professional development leave in accordance with this Article C4.

C4.01.2 A Librarian shall be eligible to apply for leave provided the Librarian has completed the probationary appointment.

C4.01.3 Leave shall only be awarded to a Librarian who has a carefully prepared program which, in some way, will be of benefit to the University.

Application Process

- C4.02.1 The proposal for leave shall be prepared by the Librarian following consultation with the Supervisor.
- C4.02.2 The proposal for leave shall include a description of the activity proposed during the leave, a statement of the benefit of such activity to the applicant and its value to the Library, and the salary level requested for the leave.
- C4.02.3 The Librarian shall submit the proposal for leave to the Supervisor. The Supervisor shall append any comments and then forward the proposal to the Chief Librarian.
- C4.02.4 Upon receipt of a proposal for leave, the Chief Librarian shall call a meeting of the LEC and provide that committee with a copy of the proposal and the appended comments.
- C4.02.5 The LEC shall consider the proposal for leave and make a recommendation to the Chief Librarian, including a statement regarding the value of the leave to both the Librarian and the Library and the appropriate salary level for the leave.
- C4.02.6 Upon receipt of the advice of the LEC, the Chief Librarian shall decide whether or not the leave is to be awarded and, if it is awarded, the terms of the leave. The decision of the Chief Librarian shall be final and binding.
- C4.02.7 The Chief Librarian shall advise the Librarian of the decision regarding the leave, and if approved, the terms of the leave.
- C4.02.8 In the event that the Librarian wishes to change the leave program from that approved by the Chief Librarian, they must re-submit the application for reconsideration. The new application shall set out the details of the new program and the reasons for the revision.

Terms and Conditions

- C4.03.1 Professional Leaves for Librarians shall be at 100% of full salary except where the Professional Leave is of primary benefit to the Member in which case the Professional Leave will be at no less than 75% of full salary.
- C4.03.2 The Librarian may receive grants or scholarships or other aid from outside agencies to assist in the financing of the leave program. Supplementary professional activity and research funds received during leave shall be governed by the provisions of Articles C2 and C3, respectively.
- C4.03.3 During the period of leave, the Librarian shall be eligible to participate, in full, in the benefit programs set out in Article C9, with the University continuing to pay the regular employer costs.
- C4.03.4 The period of leave may be from one month to one year. Proposals for part time leave shall be acceptable.
- C4.03.5 During leave, the Librarian shall not undertake alternative employment without the advance written approval of the Chief Librarian.
- C4.03.6 A Librarian shall return to regular duties at the University for 6 months upon completion of the professional leave or, in default thereof, repay to the University an amount equal to 12.5% of the Full salary paid while on professional leave and shall, if requested by the University, sign an agreement to that effect prior to going on leave.
- C4.03.7 The Librarian shall submit a report on the leave activities within two months of returning from leave with copies to be provided to the Supervisor and Chief Librarian.

Article C5: Probation and Tenure

Types of appointments

- C5.01 A Librarian may be appointed with tenure, or may be appointed on probation leading to consideration for appointment with tenure.

Probationary periods

- C5.02.1 On appointment, a new Librarian shall normally serve a probationary period of 36 months.
- C5.02.2 If a Librarian serving a probationary period is granted one or more leaves, for a total of at least 12 weeks, the probationary period shall be extended by the duration of such leave.

Consideration for appointment with tenure early in the probationary period

- C5.03.1 At any time before the expiry of a probationary period, the Chief Librarian may recommend to the LEC that the Librarian be offered an appointment with tenure.
- C5.03.2 After considering the Chief Librarian's recommendation, the LEC may make one of the following decisions:
- a) that an appointment with tenure be offered to the Librarian, or
 - b) that the probationary period continue.

End of the probationary period

- C5.04.1 Not later than 4 months before the expiration of the Librarian's probationary period, the Supervisor shall recommend to the LEC that one of the following decisions be made:
- a) that an appointment with tenure be offered to the Librarian;
 - b) that the probationary period be extended by a period not exceeding one year, but only if such a recommendation has not been made before;
 - c) that no further appointment be offered to the Librarian.
- C5.04.2 After considering the Supervisor's recommendations, the LEC shall make one of the following decisions:
- a) that an appointment with tenure be offered to the Librarian; or
 - b) that the probationary period be extended by a period not exceeding one year, but only if such a decision has not been made before; or
 - c) that no further appointment be offered to the Librarian.
- C5.04.3 LEC decisions shall be made in accordance with the procedures of Article C6.

Termination during probation

- C5.05.1 A Supervisor may recommend to the Chief Librarian, and the Chief Librarian may recommend to the Provost that the probationary appointment of a Librarian be terminated by giving one month's notice of such termination. The Provost shall provide the Librarian an opportunity to respond to the recommendation. The effective date of the termination shall be one month from the date of notice, but the assignment of responsibilities may cease as of the date of notice.
- C5.05.2 A Librarian whose appointment is terminated under Articles C5.04.2 or C5.05.1 shall be entitled to receive a severance payment equal to one month's salary for each year of service as a Staff Member, to an all-in maximum of 12 months' salary.

Article C6: Evaluation

Authority

- C6.01 The Library shall have an LEC which shall be authorized to:
- a) consider and decide on recommendations for Increments, in accordance with the schedule in Article C6.11,

- b) consider and decide on recommendations for appointment with tenure,
- c) determine procedures governing this Article C6 and make such procedural rulings as are required of it under this Article C6,
- d) advise the Chief Librarian on applications for leaves under Article C4.

Performance Review

- C6.02.1 The review of a Librarian's performance shall be based on consideration of the performance of the responsibilities of the Librarian as outlined in the position description and performance expectations, appended thereto, in accordance with Article C2.01.2, and the Librarian's Activities Report, including, where appropriate, supplementary professional activities.
- C6.02.1.1 The Library Council shall ensure that guidelines for performance review are transparent, and have due regard to principles of equity, diversity and inclusion. The LEC shall ensure that guidelines for performance review are consistently applied with due regard to those principles. The guidelines for performance review shall be reviewed no less than every 5 years.
- C6.02.1.2 Assessment of scholarship, research and innovation must incorporate provisions for different and diverse experiences and contributions to knowledge, including Indigenous knowledges and methodologies, along with different visions, values, cultural mores, methodologies and epistemologies in critical analysis.
- C6.02.1.3 The Library Council shall establish, and make public to all Librarian Staff Members, voting protocols, which may include the requirement to vote electronically, for matters considered by the Library Council.
- 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 50% of the review period) shall require the extrapolation of the quality of performance for work done in the period to the full review period.
- C6.03.2. Performance shall be cited in accordance with Article C6.08(c), where the Librarian has been on leave (or combination of leaves) as defined in Articles 8 and 9, and the Employment Standards Code, for an aggregate period of 50% or more of any review period.
- 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 Activities Report to demonstrate to the Supervisor why such activity should be recognized.
- C6.03.4 Notwithstanding Article C6.03.2, a Librarian who is on Maternity Leave and/or related Medical leave, and/or Parental Leave for an aggregate period exceeding of 50% or more of any review period shall be entitled to a salary increase (with respect to that review period), determined at the Librarian's election by:
- i.) the Librarian's performance in the review period, as assessed by LEC, subject to Article C6.03.3; or
 - ii.) the average Incrementation the Librarian received, as assessed by LEC, in the last two review periods as available; or the value of a special 1.2 Incrementation award, if the Librarian's performance has not been assessed in any of the last two review periods;
- provided the Librarian is otherwise eligible to receive Incrementation.

Composition of LEC

- C6.04 The composition of LEC shall be the Chief Librarian as chair, 3 Administrative Librarians appointed by the Chief Librarian, and 3 Librarians elected by the Librarians on Library Council.
- C6.05 [Vacant]

Distribution of Increments to Library

- C6.06.1 The number of Increments available to each LEC each year shall be 1.2 per eligible Librarian being evaluated in that year. It is understood that the number of Increments available for allocation is exclusive of Incrementation necessary to meet the obligations of LEC in accordance with Article C6.07.2, i.e. incrementation provided to those in their 'off' year.
- 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.) an Increment or, if the number of Increments available for distribution is less than 20, two Increments. 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.

Responsibility for review of performance

- C6.07.0 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.
- C6.07.01 When the Supervisor is an Operations Librarian, the Supervisor shall discuss the recommendation with the Administrative Librarian.
- C6.07.02 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.

Pre-Tenure

- C6.07 LEC shall annually consider the performance of each pre-tenured Librarian.

Post-Tenure

- C6.07.1 Subject to Articles C6.07.1.1, C6.07.1.2, and C6.07.1.3, LEC shall biennially consider the performance of each tenured Librarian, with the exception of Librarians whose performance has been cited as unsatisfactory and unacceptable (0(d)) in any of the two preceding years and further provided that, if the Librarian had appealed the LEC decision to GAC, such appeal was not upheld.
- C6.07.1.1 All tenured Librarians shall be divided randomly into two cohorts of equal size. For the first cohort, LEC shall review performance biennially in the odd years, (the "Odd Cohort"). For the second cohort, LEC shall review performance biennially in the even years (the "Even Cohort").
- C6.07.1.2 Notwithstanding Article C6.07.1.1, if the total number of tenured Librarians to be evaluated is less than twenty (20), all Librarians will be evaluated in the same year on the biennial cycle, which shall be deemed to be the "Odd Cohort".

C6.07.1.3 By way of transition to alternating biennial performance reviews:

- (a) the parties acknowledge that in transitioning to the biennial performance review cycle, Librarians should also transition from a calendar year review cycle to the same review cycle as Academic Faculty, that is, the academic year of July 1 to June 30. In order to make this first transition:
 - i. For the reporting period of January 1 to December 31, 2026, Librarians shall be evaluated per past practice and receive increments on July 1, 2027 as per usual;
 - ii. For the abbreviated reporting period of January 1 to June 30, 2027 (6 month period), Librarians shall be evaluated in fall term 2027. The available increment pool will be as per usual (that is, 1.2 increments per eligible Librarian as an entire group). Librarians shall receive increments on July 1, 2028;
 - iii. As of July 1, 2027, the July 1 to June 30 review cycle shall commence;
 - iv. For Librarians placed in the Even Cohort pursuant to Article C6.07.1.1, in respect of the July 1, 2027 – June 30, 2028 review period (for which they shall not be reviewed pursuant to Article C6.07.1.3 (c)), they shall automatically receive the average increment they received after the review of their performance for January 1 to December 31, 2026 (as awarded on July 1, 2027) and January 1 to June 30, 2027 (and as awarded on July 1, 2028); and
 - v. For Librarians placed in the Odd Cohort pursuant to Article C6.07.1.1, they will be reviewed in fall term 2028 in respect of the review period of July 1, 2027 – June 30, 2028.
- (b) the first year in which the Odd Cohort is not reviewed by LEC shall be fall of 2029, in respect of the July 1, 2028 - June 30, 2029 review period. For that review period, they shall receive the same increment they received on July 1, 2028.
- (c) the first year in which the Even Cohort is not reviewed by LEC shall be fall of 2028, in respect of the July 1, 2027 - June 30, 2028 review period. Librarians shall receive an increment per (a)(iv).

C6.07.1.4 Unless Article C6.07.1.2 applies, a Librarian awarded tenure with effect in an odd year shall join the Odd Cohort. A Librarian awarded tenure with effect in an even year shall join the Even Cohort.

C6.07.2 A Librarian on a biennial review cycle shall automatically receive the same Incrementation for the 'off' year (i.e. the year in which performance was not reviewed by LEC) as received in the preceding year, which is not appealable.

C6.07.3 During the implementation of this evaluative process, the parties agree to work together to address unforeseen issues or challenges that may have arisen.

Supervisor's Recommendation: Incrementation

C6.07.4 Each review period, the Supervisor shall recommend to LEC whether a Librarian should receive Incrementation based on performance in the preceding review period. Such a recommendation shall be submitted to LEC for each Librarian in the Library. The recommendation shall be one of the following:

- a) an Increment;
- b) a portion of Incrementation up to 3.0, which will bring the salary of a Librarian to the salary maximum of the Librarian's present rank;
- c) Incrementation awarded in quarter Increments ranging from 0.50 to 3.00 inclusive;
- d) Zero Increment.

C6.07.5 An incrementation award of less than an Increment is appealable.

Reasons for Zero Increment

- C6.08 If a Supervisor recommends that Zero Increment be awarded to a Librarian, or if LEC decides that Zero Increment be awarded to a Librarian, in either or both cases, the decision shall be cited as one of the following:
- a) that performance requirements for Incrementation have been met but the maximum for rank has been reached;
 - b) that performance requirements for Incrementation have not been met;
 - c) that academic performance while on authorized leave could not be properly evaluated; or
 - d) that academic performance is unsatisfactory and unacceptable.

Incrementation in the Year of Appointment

- C6.09.1 A Librarian whose appointment takes effect in the period July 1 to October 1, inclusive, is eligible to receive Incrementation on the next following July 1, without proration.
- C6.09.2 A Librarian whose appointment takes effect in the period October 2 to June 1, inclusive, is eligible to receive Incrementation on the next following July 1, prorated based on the number of months they will have served by July 1. A Librarian whose appointment takes effect in the period June 2 to June 30, inclusive, will not be eligible to receive Incrementation on the next following July 1.

Appointment with tenure

- C6.10.1 The award of appointment with tenure shall be decided by LEC following review of the Librarian's performance over the complete career at the University of Alberta.
- C6.10.2 Recommendations for appointments with tenure shall be made in accordance with Article C5.
- C6.10.3 LEC shall determine procedures governing applications for the award of tenure. Such procedures shall provide for the following:
- a) the documentation required to support the application;
 - b) the requirements for references to support the application;
 - c) the role of the Supervisor, the Librarian and the LEC Chair in obtaining the letters from referees and in obtaining any other independent documentation;
 - d) the deadlines and timing for the submission of materials and for notification of decisions;
 - e) the process by which materials submitted to LEC by the Librarian are provided to the Supervisor or the Chief Librarian, as applicable, 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.

Pre-Tenure

- C6.11 In preparation for submission of a recommendation to LEC under this Article C6, the Supervisor shall review the performance of each Librarian annually. The performance shall be reviewed in relation to the responsibilities under Article C2. Each review shall include a meeting between the Librarian and their Supervisor and such other consultation as the Supervisor deems necessary.

Post-Tenure

- C6.11.1 In preparation for submission of a recommendation to LEC under this Article C6, the Supervisor shall review the performance of each Librarian in the review period. The performance shall be reviewed in relation to the responsibilities under Article C2. Each review shall include a meeting between the Librarian and the Supervisor and such other consultation as the Supervisor deems necessary, provided that a meeting between Librarian and the Supervisor shall not be required if the Librarian chooses not to meet.

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. The summary statement so prepared shall be in sufficient detail to enable the Librarian to know the case they have to meet.
- C6.12.2 Under no circumstances shall confidential material rendered in proceedings under this Article C6 be used against the author thereof in collateral proceedings.

LEC procedures

- C6.13.1 LEC shall schedule its meetings so that all decisions about Increments are reached by June 30. The schedule shall provide for sufficient time for the consideration of contested cases.
- C6.13.2 At least 15 days prior to the meetings of the LEC, the recommendations of the Supervisor shall be forwarded to the Librarian and to the LEC Chair.
- C6.13.3 A quorum for LEC shall be 6 members.
- C6.13.4 All decisions of LEC are by majority vote of the members present and eligible to vote.
- C6.13.5 LEC may permit resource persons to attend meetings to assist in the administration of its activities.
- C6.13.6 When LEC has reached a decision in a case, the LEC Chair shall, as soon as possible thereafter and normally within 15 days of the decision, convey the decision in writing to the Librarian at the Librarian's University of Alberta email address. Decisions regarding Incrementation shall take effect on the following July 1. Decisions regarding appointment with tenure shall take effect immediately.
- C6.13.7 The Librarian may appeal the decision of LEC to the General Appeals Committee in accordance with Article C8.03.1.

Contested cases against Supervisor's or the Chief Librarian'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; or
 - 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 (or the Chief Librarian, as applicable) and shall contain:
- a) a statement in reply to the recommendation of the Supervisor;
 - b) any written material relevant to the case; and
 - c) a list of names of persons the Librarian intends to call before LEC.
- C6.14.3 At least 5 days before the hearing, the Supervisor, or the Chief Librarian, as applicable, shall submit to the LEC Chair, with a copy to the Librarian (subject to Article C6.12.1):
- a) a statement in reply to Librarian Member's submission;
 - b) any written material relevant to the case; and
 - c) a list of names of persons the Supervisor or the Chief Librarian 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 the Supervisor's or the Chief Librarian'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/Chief Librarian, 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/Chief Librarian 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/Chief Librarian 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/Chief Librarian in exceptional circumstances, but LEC may, in its discretion, refuse such material where it is satisfied that the position of the Supervisor/Chief Librarian 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/Chief Librarian or the Librarian to respond to the material.
- C6.15.9 LEC has the right, during the hearing, to request additional material and to call further witnesses.
- C6.15.10 The onus shall be on the Supervisor to satisfy LEC that, on the basis of the evidence submitted, the recommendation is appropriate.
- C6.15.11 The Supervisor shall withdraw from the hearing of the LEC which considers the case following the hearing of witnesses and presentation of materials, i.e., before the deliberation portion of the meeting, except where the Supervisor supports the position of the Librarian in which case the Supervisor shall attend the deliberation portion of the meeting and be allowed to vote.
- C6.15.12 LEC is required to issue reasons for its decision and shall convey the decision in accordance with Article C6.13.6.

Preliminary position of LEC

- C6.16.1 After initial consideration, LEC may not be prepared to endorse:
- a) a recommendation for tenure; or
 - b) a recommendation for an extension to the probationary period;
- or, may be prepared;
- c) to award less than an Increment when the recommendation of the Supervisor was greater than the LEC is prepared to endorse; or
 - d) to cite a Zero Increment award as unsatisfactory and unacceptable when the recommendation of the Supervisor was not so to cite.

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

- C6.16.2 In a case arising under Article C6.16.1, within 3 days after the end of the LEC meeting, the Supervisor shall inform the LEC Chair, in writing, whether the Supervisor (i) continues to support the original recommendation to LEC or (ii) now supports the preliminary position of LEC or (iii) now supports some other position. In the case of (iii), the Supervisor shall specify what that new position is and the reasons for supporting it.
- C6.16.3 In a case arising under Article C6.16.1, the LEC Chair shall, within 5 days after the end of the LEC meeting, inform the Librarian, in writing, of the Supervisor's position and of the preliminary position of LEC, provide the Librarian with the issues of concern to LEC, and offer to meet with the Librarian to discuss the case.

Reconsideration of preliminary position by LEC

- C6.17.1 The Librarian may, within 5 days of receipt of the information under Article C6.16.3, inform the LEC Chair, in writing, whether or not the Librarian wishes the case to be reconsidered by LEC. At the same time, the Librarian shall send a copy to the Supervisor.
- C6.17.2 If the Librarian does not request reconsideration by LEC, the preliminary position of LEC shall be the decision of LEC and that decision shall be final and binding.
- C6.17.3 If the Librarian decides that the case shall be reconsidered by LEC, the LEC Chair shall advise the Librarian of the time and place of the reconsideration.

LEC procedures for reconsideration hearing

- C6.18.1 At least 10 days before reconsideration by LEC, the Librarian shall submit to the LEC Chair with a copy to the Supervisor;
- a) a statement advising LEC whether or not the Librarian shall appear before LEC to present a case;
 - b) any material in response to the preliminary position of LEC as communicated to the Librarian under Article C6.16.3 and any other material relevant to the case;
 - c) a list of names of persons who shall attend the reconsideration by LEC as witnesses for the Librarian; and
 - d) a statement indicating the Librarian's minimum acceptable decision by LEC.
- C6.18.2 On receipt of the information/material under Article C6.18.1, the LEC Chair shall send copies to LEC.
- C6.18.3 At least 5 days before the reconsideration by LEC, the Supervisor shall submit to the LEC Chair, with a copy to the Librarian:
- a) a statement in reply to the Librarian's submission under Article C6.18.1 including a statement as to whether or not the Supervisor supports the minimum acceptable position of the Librarian;
 - b) any written material relevant to the case;
 - c) a list of names of any persons the Supervisor intends to call before LEC.
- C6.18.4 On receipt of the information/material under Article C6.18.3, the LEC Chair shall send copies to LEC and to the Librarian.
- C6.18.5 The general procedures for LEC hearings in contested cases (Articles C6.14 and C6.15) shall apply to reconsideration cases. However, the following special procedures shall apply to reconsideration cases:
- a) The LEC Chair shall open the proceedings by making a statement which summarizes the case to that point;
 - b) The Librarian then presents their case;
 - c) The Supervisor then makes a statement in response;
 - d) LEC may then question the Librarian, the Supervisor and any witnesses;
 - e) LEC then enters into the deliberation portion of the hearing.
 - f) At the deliberation portion of the hearing, the Librarian shall not be present;

- g) At the deliberation portion of the hearing, the Supervisor shall not be present unless they support the Supervisor's minimum acceptable decision by LEC, or greater, in which case the Supervisor shall participate in the deliberation portion as a regular LEC member.
- h) LEC shall convey the decision in accordance with Article C6.13.6.

Article C7: Actions Following the Assessment of "0.0d": Unsatisfactory Academic Performance

- C7.0.0.1 Within 20 days following the assessment of the first (0.0d) to a Librarian, at the request of either the Supervisor or Librarian, a meeting will be held with the Supervisor and the Librarian. The purpose of the meeting shall be to produce a plan (hereafter referred to as a Performance Improvement Plan) in writing, designed to facilitate improvement in performance, including objectives to be met in the following year. The discussion should include information on any assistance that can be reasonably provided to improve the Librarian's performance. Where there is disagreement on the content of the Performance Improvement Plan, the Supervisor will make the determination.
- C7.0.0.2 Subsequent to the development of the Performance Improvement Plan, meetings between the Supervisor and the Librarian should be held at least every three months to discuss and document the Librarian's progress towards achieving the objectives set out in the Performance Improvement Plan. The Performance Improvement Plan and outcomes shall be appended to the Member's Activities Report for consideration at the Member's next LEC evaluation.

Unsatisfactory and Unacceptable Academic Performance

- C7.01 The LEC Chair shall refer the record of a Librarian to the Provost with a recommendation that the Librarian be disciplined for unacceptable academic performance if LEC has cited performance as unsatisfactory and unacceptable, provided that the Librarian's performance has also been cited as unsatisfactory and unacceptable in either of the two preceding years and further provided that, if the Librarian had appealed the LEC decision to GAC, such appeal was not upheld.
- C7.02 The record of the Librarian shall include copies of all material about the Librarian which had been before LEC in the last 3 years and before GAC in any appeals made by the Librarian in those years and any additional material which the LEC Chair adds to support the recommendation.
- C7.03 The recommendation shall be filed with the Provost within 20 days of the decision of LEC or, if the decision has been appealed under Article C8, of the decision of GAC.
- C7.04 As soon as possible following receipt of the material under Articles C7.01 and C7.02, the Provost shall provide a copy of that material to the Librarian except that which is confidential.
- C7.05 The Librarian may submit material in response to that submitted under Articles C7.01 and C7.02, with such material to be submitted to the Provost within 15 days of receipt of the material under Articles C7.01 and C7.02.
- C7.06 The Provost shall offer to meet with the Librarian within 20 days of the receipt of the recommendation under Article C7.03 or within 10 days of the receipt of the material under Article C7.05. The Provost may be accompanied by an Administration Advisor and the Librarian may be represented by the Association but shall not be represented by their own legal counsel at such a meeting. Each shall, but not later than the day before the meeting, inform the other who the attendees will be.
- C7.07 Following any meeting under Article C7.06 and any other consultations the Provost chooses to have, the Provost shall, in writing:
 - a) not approve the recommendation of the LEC Chair; or
 - b) penalize the Librarian, which may include one or more of the following: by a letter of reprimand; suspension with or without pay; dismissal, or other appropriate penalty (but not a fine or a reduction of salary); stating the effective date of such penalty.

- C7.08 The Provost shall, as soon as possible after reaching a decision under Article C7.07, advise the Librarian, the LEC Chair and the Association of the decision, in writing.
- C7.09 The onus shall be on the LEC Chair to establish that, on the balance of probabilities, that the performance of the Librarian be declared unsatisfactory and unacceptable and that a penalty be assessed by the Provost.
- C7.10 The Librarian may appeal the decision under Article C7.07 by so advising the Provost, in writing, within 10 days of the date of that decision.
- C7.11 Within 10 days of receipt of the notice of appeal under Article C7.10, the Provost shall establish a review board to consider the appeal. The membership of the review board shall be:
- a) one person who is familiar with the professional activity of the Librarian appointed by the LEC Chair;
 - b) one person who is familiar with the professional activity of the Librarian appointed by the Librarian; and
 - c) one person appointed by the other two appointees to chair the review board.
- If the first two appointees fail to agree on a person to chair the review board, the Provost shall apply to the Chairman of the Labour Relations Board, Department of Labour, Province of Alberta, for the appointment of that person.
- C7.12 The review board shall consider the case and shall decide, on the balance of probabilities, whether or not the decision of the Provost under Article C7.07 should be upheld, varied or dismissed.
- C7.13 In its consideration of the appeal, the review board shall follow the procedures for arbitration in Article 15 except those set out in Articles 15.02, 15.05, 15.07.3, and 15.08.
- C7.14 Notwithstanding the provisions of Article 15.07.3, the onus shall be on the Librarian to establish, on the balance of probabilities, that the decision of the Provost should be quashed or varied.
- C7.15 The decision of the review board shall be final and binding.
- C7.16 Each party shall bear the fees and expenses of their own appointee to the review board under Article C7.11 while the two parties shall share equally the fees and expenses of the review board chair.
- C7.17 If the review board upholds the appeal of the Librarian and if LEC determines that the performance of the Librarian is unsatisfactory and unacceptable in either the following year or the next following year, the conditions would again exist for another referral under Article C7.01.
- C7.18 All dates and times established by this Article C7 may be varied by the mutual written consent of the Librarian, the LEC Chair and the Provost.

Article C8: Appeals

Definitions

- C8.01 In this Article C8:
- a) “Advisor” means the person who will assist the Appellant or the Respondent at the hearing of the appeal. The Appellant or Respondent shall not have their own legal counsel at the hearing;
 - b) “Appellant” means the Librarian who has appealed;
 - c) “Chair” means the Chair of the General Appeals Committee (GAC); and
 - d) “Respondent” means the LEC Chair.

GAC membership

C8.02.1 Appeals under this Article C8 shall be heard by a committee to be known as GAC, the membership of which shall be:

- a) the Provost, or designate as Chair;
- b) five tenured Librarians selected jointly by the President and the President of the Association, for the particular case at hand.

C8.02.2 [Vacant]

C8.02.3 The 3 Librarians referred to in Article C8.02.1(c) shall not be from the same Unit as the Appellant; however, if the President and the President of the Association agree, either or both of the Staff Members may be from the same Unit as the Appellant.

C8.02.4 [vacant]

C8.02.5 No members of the LEC whose decision is being appealed may be members of GAC.

C8.02.6 Subject to Article C8.02.7, the quorum of GAC shall be all the members provided for in Article C8.02.1.

C8.02.7 If, after a hearing commences, one GAC member appointed under Article C8.02.1(b) or one GAC member appointed under Article C8.02.1(c), or both, cannot continue to serve due to circumstances beyond the member's control as determined by the Chair, a quorum shall exist notwithstanding the absence of such member or members for the balance of the proceedings.

Right to appeal

C8.03.1 A Librarian may appeal the following decisions to GAC in accordance with the provisions of this Article C8, provided that the Librarian has appeared before LEC to present a case or has submitted documentation to LEC to support a case:

- a) the decision of LEC not to offer a further appointment upon the termination of a probationary appointment;
- b) the decision of the LEC to designate a Zero Increment as unsatisfactory and unacceptable (pursuant to Article C6.08(d));
- c) the decision of LEC to award less than an Increment; and
- d) the decision of the Provost to terminate an appointment during probation (pursuant to Article C5.05).

C8.03.2 Where a Librarian appeals under both Articles C8.03.1 (b) and (c), the appeals shall be consolidated and shall be heard and determined by GAC as one appeal.

Pre-hearing procedures

C8.04.1 As soon as reasonably possible after the receipt of appeal documents by the Chair, the members of GAC shall be selected in accordance with Article C8.02.

C8.04.2 Upon the selection of the members of GAC, the Chair shall notify the Appellant and the Respondent of the names of each member. Within one week of receiving notice of the names of the GAC members appointed under Articles C8.02.1 (b) or (c), the Appellant or the Respondent may file an objection in writing with the Chair to any such member sitting on the appeal on the ground of reasonable apprehension of bias, and such objection shall state the basis upon which it is made.

C8.04.3 If the Chair is of the opinion that a reasonable apprehension of bias has been made out by the objector, the Chair shall take steps to have a replacement appointed in accordance with the procedures set out in Article C8.02.

C8.04.4 A decision of the Chair under Article C8.04.3 may be made without a hearing and shall be final and binding.

- C8.04.5 Within 10 days of the date the decision of LEC is mailed to a Staff Member, the Staff Member may commence an appeal. The Staff Member shall file with the Chair a statement of appeal and enclose a copy of the letter advising the Staff Member of the LEC decision being appealed.
- C8.04.6 As soon as reasonably possible following receipt of the letter under Article C8.04.5, the Chair shall request of the Respondent a copy of all materials submitted to LEC.
- C8.04.7 Within 5 days of the date of the request in Article C8.04.6, the Respondent shall file with the Chair all materials submitted to LEC.
- C8.04.8 As soon as reasonably possible following the receipt of the materials in Article C8.04.7, the Chair shall send an indexed copy thereof to the Appellant.
- C8.04.9 Within 15 days of the date the material forwarded in Article C8.04.8 is mailed to the Appellant, the Appellant shall file with the Chair a detailed written statement which shall include:
- a) the basis on which the appeal is lodged, including a statement of the grounds on which the decision of LEC is considered to be inappropriate;
 - b) the decision which the Appellant requests the GAC to make, such decision to be consistent with the powers of GAC as set out in Article C8.07.3;
 - c) a list of those persons whom the Appellant wishes to appear before GAC as witnesses;
 - d) the name of any Advisor, if any, who will accompany the Appellant at the GAC hearing; and
 - e) such other material as the Appellant considers to be relevant that was not submitted in the proceedings before LEC recognizing that GAC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the Appellant could have presented the material to LEC.
- C8.04.10 As soon as reasonably possible following the receipt of the materials in Article C8.04.9, the Chair shall send an indexed copy thereof to the Respondent.
- C8.04.11 Within 15 days of the date the material forwarded under Article C8.04.10 is mailed to the Respondent, the Respondent shall file with the Chair a detailed written statement which shall include:
- a) a statement in reply to the statement and materials submitted by the Appellant under Article C8.04.9;
 - b) the minutes of LEC, if any, as they relate to the Appellant;
 - c) a list of those persons whom the Respondent wishes to appear before GAC as witnesses;
 - d) the name of any Advisor, if any, who will accompany the Respondent at the GAC hearing;
 - e) a copy of the position description and performance expectations in accordance with Article C6.02.1;
 - f) such other material as the Respondent considers to be relevant that was not submitted in the proceedings before LEC, recognizing that GAC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the party seeking to adduce the evidence could have presented it to LEC.
- C8.04.12 Subject to Articles C8.09, as soon as reasonably possible following receipt of the material forwarded under Article C8.04.11, the Chair shall send an indexed copy thereof to the Appellant.
- C8.04.13 Notwithstanding Articles C8.04.8 and C8.04.10, if the Chair is of the opinion that any of the material is too bulky for cost-effective reproduction, or is of no or of marginal relevance to the case, the Chair shall prepare a list of that material, together with a short summary of the content thereof, and shall forward such list and summary to the Appellant or Respondent, as the case may be. The original of the material shall be held available in the Chair's office for examination at any reasonable time by the Appellant, the Respondent and the members of GAC.
- C8.04.14 Notwithstanding the time limits set out in Articles C8.04.9 and C8.04.11, the Chair, on the application of the Appellant or the Respondent, may extend in writing any of the said time limits where the Chair is of the opinion that the applicant for an extension has a reasonable ground for requesting such extension. The decision of the Chair may be made without a hearing and shall be final and binding.

- C8.04.15 No material may be submitted to the Chair after the deadlines set out in Article C8.04.9 and C8.04.11 or after the extensions granted under Article C8.04.14, without the written consent of the Chair.
- C8.04.16 The Chair shall determine the time and place for a hearing of the appeal, such hearing to be held within a reasonable time after all materials have been filed pursuant to Articles C8.04.9 and C8.04.11, but no earlier than 6 weeks after filing of the notice of appeal.
- C8.04.17 The Chair shall give at least 10 days written notice of hearing to the Appellant and the Respondent.

Hearing procedures

- C8.05.1 GAC shall hold a hearing on the appointed date, time and place, and such hearing shall be restricted to GAC, Appellant, Respondent, Advisors, Witnesses and such resource personnel as GAC determines.
- C8.05.2 GAC may adjourn the hearing from time to time.
- C8.05.3 GAC shall normally record the hearing and may use the recording during its deliberations. The Appellant and the Respondent, and their respective Advisors, may listen to the recording in the office of the Chair within 4 weeks of the issuance of the decision of GAC, but no copies may be made. The recording may be destroyed by the Chair at any time after 6 weeks of the date of issuance of the decision of GAC.
- C8.05.4 The Chair shall make available to members of GAC a copy of all the materials filed with the Chair under this Article C8.
- C8.05.5 At the hearing, GAC may not accept any written evidence that was not submitted in accordance with Articles C8.04.9 and C8.04.11 unless it is of the opinion that, with the exercise of reasonable diligence, the party seeking to adduce the evidence could not have done so in accordance with the said Articles.
- C8.05.6 Subject to Article C8.09, GAC may accept any oral or written evidence that it, in its discretion, considers proper, whether admissible in a court of law or not.
- C8.05.7 GAC has the right to request additional material and to call and compel the attendance of further witnesses. If GAC obtains additional material it shall provide a copy to the Respondent and to the Appellant, subject to the confidentiality provisions of Article C8.09.1.
- C8.05.8 GAC is not bound by rules of evidence or procedures applicable to courts of law.
- C8.05.9 Both the Appellant and the Respondent have the right to call and question witnesses, to question one another and to present oral arguments.
- C8.05.10 Subject to Article C8.05.10.1, the order of presentation at the hearing shall be as follows:
- a) the Respondent presents their case, followed by any questions from the GAC and Appellant, in that order;
 - b) if applicable, the Respondent's witness(es) present their statement, followed by any questions from the GAC and Appellant, in that order;
 - c) the Appellant presents their case, followed by any questions from the GAC and Respondent, in that order;
 - d) if applicable, the Appellant's witness(es) makes their statement, followed by any questions from the GAC and Respondent, in that order;
 - e) rebuttal by the Respondent;
 - f) rebuttal by the Appellant;
 - g) closing argument by the Respondent; and
 - h) closing argument by the Appellant.

- C8.05.10.1 With the consent of the Appellant, the Respondent and the Chair, the GAC may modify the order of presentation as may be necessary to ensure a fair and/or efficient hearing.
- C8.05.11 It shall be the responsibility of the Appellant and the Respondent to secure the attendance of the witnesses to be called by each.
- C8.05.12 The onus of proof, which shall be on the balance of probability, shall be on the Appellant.
- C8.05.13 Procedural rulings shall be made by the GAC Chair but are subject to reversal by majority vote of GAC.

Post-hearing procedures

- C8.06.1 Upon the conclusion of the hearing or within a reasonable time thereafter, GAC shall deliberate in private and render a decision by majority vote.
- C8.06.2 Subject to Article C8.02.7, all members of GAC shall vote, except for the Chair.
- C8.06.3 Where the vote of the members of GAC is a tie, the Chair shall vote.
- C8.06.4 The vote of the members of GAC shall be by secret ballot.
- C8.06.5 The decision of GAC shall be set out in a written statement by the Chair, with reasons, and a copy thereof shall be sent to the Appellant and to the Respondent within two weeks of the conclusion of the hearing.
- C8.06.6 The decision of GAC shall be final and binding.
- C8.06.7 The decision of GAC shall normally be made no later than September 30 next following the date of the LEC decision in the case of appeals of incrementation decisions and not later than 90 days from the date the appeal is filed about decisions concerning the award of tenure or extension of probation or termination during probation.
- C8.06.8 All binders of material are to be returned, except from the Appellant and Respondent, and destroyed. All notes are to be destroyed 6 weeks from the date of the decision.

Jurisdiction of GAC

- C8.07.1 GAC shall:
- a) allow the appeal if it finds the decision to have been inappropriate based on the evidence before it; or
 - b) dismiss the appeal.
- C8.07.2 If GAC finds that there has been non-compliance with the procedures of this Agreement in the proceedings before LEC or in proceedings before GAC, it may, nevertheless, dismiss the appeal if it finds the decision of LEC to be appropriate.
- C8.07.3 Where GAC allows the appeal, it has the power:
- a) in the case of an appeal of a decision by LEC not to offer an appointment with tenure upon the termination of the probationary period, to award such an appointment or to extend the probationary period by one year;
 - b) in the case of an appeal of a decision by LEC to award Zero Increment, to uphold the decision to award Zero Increment but GAC may change any identification as to meaning in the decision made under Article C6.08 to any other identification more favorable to the Appellant;
 - c) in the case of an appeal of a decision by LEC to award less than an Increment, to award Incrementation which is greater than that awarded by LEC but which shall be one of a half Increment; a three quarter Increment; a partial Increment or an alternative citation of Zero Increment, (under Article C6.08); and

- d) in the case of an appeal of a decision of the Provost, under Article C5.05.1, to terminate the appointment of the Appellant during probation, to establish a revised end date for the probationary period. The revised end date shall provide approximately as much time as was available in the original probationary period prior to the start of the proceedings.

C8.07.4 GAC shall be bound by the position description and performance expectations pursuant to Article C6.02.

Time limits

C8.08 Except for the times established in Articles C8.04.9 and C8.04.11, to which Article C8.04.14 applies, all dates and times established by this Article C8 may be varied by the mutual written consent of the Appellant, the Respondent and the Chair.

Confidentiality

C8.09.1 The Chair shall not forward any confidential material received under Article C8.04.11 (and described in Article C6.12.1 to the Appellant under Article C8.04.12 but, instead, shall send a copy of the summary of such material prepared under Article C6.12.1 to both the Appellant and Respondent. Similarly, the Chair shall not forward any confidential material received under Article C8.05.7 to the Appellant but, instead, shall send a copy of a summary prepared by the Chair to both the Appellant and the Respondent.

C8.09.2 A written instrument referred to in Article C8.09.1 shall be made available to members of GAC by the Chair, and may be taken into account by GAC in rendering a decision.

C8.09.3 Subject to Article C8.09.5, all written materials submitted in an appeal to GAC, together with all oral evidence and argument, shall be held in confidence by all persons involved in an appeal and shall not be disclosed to any person.

C8.09.4 Subject to Article C8.09.6, the deliberations of GAC shall be held in confidence by the members thereof and shall not be disclosed to any person.

C8.09.5 The confidential information described in Articles C8.09.3 and C8.09.4 may only be disclosed by a person involved in an appeal to another person:

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

C8.09.6 Where disclosure of the confidential information described in Articles C8.09.3 and C8.09.4 is made in accordance with Article C8.09.5, the person disclosing the information shall do so only on the basis that it is disclosed to another person in confidence.

Article C9: Salaries and Benefits

Salaries

C9.01 The salary scales for Librarians is set out in Appendix C.2.

Supplementary Health, Dental and Ancillary Benefits

C9.02 Librarians are eligible to participate in the University benefit programs applicable to Librarians.

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

C9.03.1 Librarians shall participate in the Universities Academic Pension Plan (UAPP).

C9.03.2 Librarians are eligible to participate in the Academic Supplementary Retirement Plan (ASRP).

Vacation

C9.04.1 Librarians shall be entitled to an annual vacation in accordance with the following table:

Service Completed	Days of Vacation
less than 10 years	22
at least 10 years but less than 20 years	25
20 years or more	30

C9.04.2 Unused vacation may be carried forward from year to year with the written approval in advance of the Chief Librarian.

C9.04.3 A Librarian may receive on resignation, an amount in lieu of vacation time accrued but not taken, but such an amount shall not exceed one year's vacation entitlement. The payment shall be based on the salary rate as of the effective date of the resignation.

Article C10: Delegation

C10.01 The Board confirms delegation of its powers, duties and functions for the performance of the responsibilities contemplated by the terms of the Common Agreement and this Schedule C, including responsibilities assigned to a person or committee pursuant to:

- a) Article C1 - Appointments
- b) Article C5 - Probation and Tenure
- c) Article C6 - Evaluation
- d) Article C7 - Unacceptable Performance
- e) Article C8 - Appeals
- f) Article 7 - Discipline
- g) Article C11 - Financial Emergency

with power to delegate further as set out in this Article.

C10.02 The authority of any party described in Article C10 to delegate responsibilities under this Article includes the authority to revoke those delegated responsibilities and to exercise those responsibilities directly. The revocation of a delegated responsibility does not nullify decisions, order, directions or recommendations made at the time the delegation of responsibilities remained in effect.

C10.03 Except where expressly limited, delegation of duties and responsibilities set out in the Common Agreement or Schedule C may occur to and from individuals in the role of President, Provost, Deputy Provost, Vice-President, Academic Administrator and Chief Librarian, or to a Librarian, with the written approval of the person to whom the delegator reports. (The President may delegate without such written approval.)

C10.04 [Vacant]

C10.05 If, in the Common Agreement or this Schedule C, a decision is to be made by the Association, the decision shall be made by the President of the Association subject to such restriction as the Association, acting in accordance with its bylaws, may determine. Any Association policy which restricts the ability of the President of the Association to act shall be communicated in writing to the Provost.

Article C11: Financial Emergency

Preamble

C11.00 The Board and the Association recognize that disruptions in the University's operating revenue may occur which may impact academic staffing. In such circumstances the procedures of this Article C11 shall be followed.

Definitions

C11.01 In this Article C11:

- a) "Financial emergency" means a condition in which the continued existence of the University of Alberta is placed in jeopardy by a deficit which has occurred or is predicted and projections show continuing deficits.
- b) "Eligible staff member" means a Librarian who, on the termination date, has 12 years or more of service at the University of Alberta, under the VSIP (Article C11.18).
- c) "VSIP" means a voluntary severance incentive plan.
- d) "Savings" means the annual cost of salary and benefits deleted from the operating budget when a Librarian's position is deleted.
- e) "APC" means the Academic Planning Committee of GFC (or any successor committee with the same general responsibilities).

Financial Emergency Procedures

C11.02 When the President is of the view that Financial emergency conditions exist, the President shall invite representatives of the Association to a meeting to discuss the University's financial circumstances, providing them information supporting that view.

C11.03 The Association shall have up to 10 days to respond to the President and a second meeting between the President and representatives of the Association shall be convened to discuss that response.

C11.04 If, following the meeting under Article C11.03, the President concludes that a Financial emergency exists, the President shall initiate the procedures of this Article C11.

C11.05 If the Association does not meet under Articles C11.02 and C11.03, the President may nevertheless initiate the procedures.

C11.06 Concurrent procedural streams shall be initiated by the President: (a) a voluntary severance incentive plan (VSIP), (C11.07 - C11.18); and (b) determination of whether or not there is a Financial emergency (C11.19 - C11.36).

VSIP

C11.07 An Eligible staff member may apply for severance under the VSIP, such application to be in accordance with the procedures of Articles C11.14 - C11.17.

C11.08 The amount of the severance shall be 12 months' salary of the Eligible staff member on the date of severance, but shall not be greater than the total salary payable between the date of application and the date of normal retirement.

C11.09 [Vacant]

C11.10 [Vacant]

C11.11 The President shall announce implementation of the VSIP immediately following the decision under Article C11.04.

C11.12 When announcing the VSIP, the President shall, after consultation with the Association, advise of the amount of Savings predicted through the VSIP.

- C11.13 Based on the predicted Savings under Article C11.12, the Provost shall allocate to the Vice-President the number of applications which may be accepted for a VSIP severance payment. Such allocations shall be made following consultation with the Association. The total of such accepted applications shall be sufficient to allow the necessary Savings to be met. The Vice-President may identify certain Staff Members who are ineligible to apply when the Vice-President determines that the positions so identified are necessary for the continued operation of the University notwithstanding the Financial emergency and those Staff Members shall be informed of the decision before the applications are invited.
- C11.14 An Eligible staff member may apply for a VSIP payment to the Dean within the time limit set under Article C11.17.
- C11.15 The Vice-President is authorized to approve such applications provided the allocations under Article C11.13 are honored.
- C11.16 If applications exceed the number allocated to the Vice-President, persons with the greatest number of years of service as a Staff Member shall be approved first.
- C11.17 Applications for VSIP payments must be submitted no later than 3 days following the submission of the report by the Commission (under Article C11.29) or 30 days from its establishment (under Article C11.22), whichever is the later.
- C11.18 The termination date for an Eligible staff member who has been approved for a VSIP shall be no earlier than 3 months after the deadline for application (under Article C11.17) with the specific termination date to be determined by the Vice-President.

Determination of Financial Emergency

- C11.19 The President shall, as soon as possible following the decision under Article C11.04, submit a proposal regarding Financial emergency to APC for its consideration; the Association shall have the right to submit a statement to APC and to send one or two observers (voice but no vote) to APC meetings at which this matter is discussed.
- C11.20 If, after consideration, APC concludes that a Financial Emergency exists, it shall so declare. From the date of the declaration, the procedures specified hereafter in this Article C11 shall apply. The declaration shall be issued within 10 days following receipt of the President's proposal.
- C11.21 Within 5 days following the declaration under Article C11.20, APC shall forward to the Association a copy of all financial documentation which was before APC.
- C11.22 Within 10 days following the declaration under Article C11.20, the President and the Association shall establish a Commission which shall review the declaration of APC and either (a) confirm it or (b) reject it. At the same time, the President and Association shall jointly invite submissions to the Commission.
- C11.23 The Commission established under Article C11.22 shall consist of 5 persons agreed upon by the President and the Association. If the President and the Association cannot agree on the 5 persons, either party may apply to the Auditor-General of Alberta who shall select the persons needed to fill the membership on the Commission.
- C11.24 If either party fails to undertake its responsibility under Article C11.22, then the other may select the members of the Commission.
- C11.25 The Commission shall select its own chair from among its 5 members.
- C11.26 The Commission shall have the right to inspect relevant University financial records.
- C11.27 The Commission shall meet within 10 days of the appointment of its last member.
- C11.28 Without restricting the generality of its authority and responsibilities, the Commission shall consider the following:

- a) whether the University's financial position (as evidenced from the total budget and not just the academic or salary components thereof) constitutes a budgetary crisis such that deficits projected are expected to continue;
- b) whether in view of the primacy of academic goals at the University the reduction of academic staff is a reasonable type of cost-saving;
- c) whether all reasonable means of achieving cost-saving in other areas of the University budget have been explored;
- d) whether all reasonable means of improving the University's revenue position have been explored; and
- e) whether enrolment projections are consistent with a proposed reduction in the academic staff complement.

C11.29 Within 30 days of its establishment, the Commission shall submit a written report to the Board, with a copy to the Association and to APC.

C11.30 If the Commission determines that a Financial emergency exists, its report shall include a recommendation on the amount of the reduction required in the budgetary allocation for the salaries and benefits of Staff Members.

C11.31 Within 10 days following the submission of the report by the Commission, the Board shall consider whether or not a Financial Emergency exists and, following such consideration, it shall make a decision on the matter. In its consideration the Board shall take into account any Savings which are expected through the VSIP under Articles C11.07 - C11.18.

Implementation of Financial Emergency

C11.32 If the Board declares that a state of Financial emergency exists, it shall:

- a) specify the amount required for reductions in salaries and benefits of Librarians after application of the Savings;
- b) place a freeze on the hiring of Staff Members, with exceptions to the freeze to be agreed to by the Association;
- c) discuss with the Association possibilities of achieving the reductions required, with such discussions to be completed within 10 days of the Board's declaration under Article C11.31.

C11.33.1 If the discussions with the Association under Article C11.32(c) do not result in agreement on a method of reduction, the Board shall, within 10 days following such discussions, provide the Association with at least two possible methods of achieving the required reductions:

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

C11.33.2 In order to prepare for the possibility of layoff, the Provost shall prepare estimates of the number of layoffs expected in the Library. Information about the estimates shall accompany the ballot for choosing among the options in Article C11.33.1.

C11.33.3 If the Librarians opt under Articles C11.33.1.(b) or C11.33.1.(c) (with layoffs) in the vote under Article C11.34, the Provost shall determine the specific Librarians to be laid-off.

C11.33.4 The Provost shall advise the Librarians affected, in writing, with a copy to the Association.

C11.33.5 Severance and notice for Librarians who are laid-off under Articles C11.33.3 and C11.33.4 shall be 3 months' notice and one month salary for each year of service with a minimum of 3 months and a maximum of 12 months. The termination date shall not be less than 3 months from the date on which the Librarian is advised, in writing, of the decision to lay-off the Librarian.

C11.34 The Board's proposals under Article C11.33.1 shall be put to a vote of Librarians affected, with such a vote to be completed within 20 days of the Board's submission under Article C11.33.1. If more than two options are provided, the vote shall be by preferential ballot.

- C11.35 The vote of the Librarians under Article C11.34 shall be final and binding upon the Board, the Association and the Librarians.
- C11.36 Any changes to salaries/salary scales and benefits of Librarians resulting from application of Articles C11.32 - C11.35 shall be made notwithstanding the provisions of Articles 2.12 - 2.20 for the time specified in the proposals under Articles C11.32 - C11.35.

Exclusion

- C11.37 Librarians whose appointments are contingent upon continued funding of salary and benefits from an external granting agency (also called “soft tenure”) are not covered by this Article C11.

Appendix C.1: Template* Letter of Appointment



Office of the Chief Librarian

[Name]

[enter date]

[Address]

Dear [Name]:

On behalf of the Governors of the University of Alberta, I am pleased to offer you a formal appointment to the academic staff of the University of Alberta in accordance with the terms set forth below. Should you accept this offer, your employment will be governed by the Collective Agreement, including Schedule C for Librarians, which can be found at <https://www.ualberta.ca/faculty-and-staff/my-employment/collective-agreements-and-handbooks>. The Agreement may be amended in accordance with its terms, and such amendments are binding upon you.

The specific terms of the appointment offer are:

1. Rank/position/title:
2. Department:
3. Effective Date:
4. Probationary Period: _____ (or Appointment with tenure effective _____)
5. Initial salary rate: \$ _____ per annum
6. You are eligible for a non-accountable moving allowance in accordance with the regulations found at: <http://www.hrs.ualberta.ca/Recruitment/Relocation.aspx> **[Delete if not applicable]**.
7. Special Conditions:
8. You will be subject to all Rules, Regulations and Policies of the University as may be promulgated or amended from time to time.
9. You may be eligible for a non-accountable moving allowance of \$ _____ in accordance with Article C1.05 of the Agreement.

The return of one signed original copy of this letter to the undersigned by _____ will constitute your acceptance of this offer of appointment on the terms hereof.

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

Protection of Privacy: Personal information provided is collected and protected pursuant to Part 1 Division 1, and specifically sections 4(c) and 10, of the *Protection of Privacy Act* (POPA). In accordance with Part 1 Division 2, and specifically sections 12 and 13, of POPA, the collected personal information will be used and disclosed to manage employee records and/or administer academic programs and student services. Certain information will be made available to federal and provincial departments and agencies under appropriate legislative authority. The University of Alberta uses automated systems to generate content and to make decisions, recommendations and predictions. The personal information collected may be included in these automated systems. For further information about the collection, use and disclosure of this information, please contact: Shared Services, 10230 Jasper Avenue, Edmonton, Alberta, T5J 0B2, 780-492-8000.

THIS FORM CONSTITUTES THE ENTIRE CONTRACT OF APPOINTMENT BETWEEN THE APPOINTEE AND THE UNIVERSITY AND NO OTHER WRITTEN OR ORAL CONDITION, QUALIFICATION OR AGREEMENT EXISTS OR IS INCLUDED HEREIN BY REFERENCE HERETO EXCEPT AS HEREINBEFORE SET FORTH.

Yours sincerely,

[Name of Chief Librarian]
Vice-Provost (Learning Services) & Chief Librarian

Received by University

ACCEPTANCE

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

Dated at _____
(City)

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

Signature

*The parties agree that the Employer will not unilaterally make amendments or deletions to the substantive content of this Letter of Appointment, but may unilaterally make changes required by amendments to legislation or that are considered housekeeping in nature (e.g. updates to referenced links, contact information, and similar). Where an individual Letter of Appointment is in conflict with the Collective Agreement, the Collective Agreement is paramount.

Appendix C.2: Librarian Salary Scales

Full-time Librarians July 1, 2024 to June 30, 2025 (Reflects an increase of 3%)

Rank	Minimum Salary	Maximum Salary	Single Increment
Librarian 1	\$65,873	\$91,206	11 @ \$ 2,303 p.a.
	\$91,207	\$131,677	15 @ \$ 2,698 p.a.
Librarian 2	\$91,819	\$152,911	18 @ \$ 3,394 p.a.
Librarian 3	\$108,355	\$180,031	18 @ \$ 3,982 p.a.

Full-time Librarians July 1, 2025 to June 30, 2026 (Reflects an increase of 3%)

Rank	Minimum Salary	Maximum Salary	Single Increment
Librarian 1	\$67,849	\$93,941	11 @ \$ 2,372 p.a.
	\$93,942	\$135,627	15 @ \$ 2,779 p.a.
Librarian 2	\$94,574	\$157,502	18 @ \$ 3,496 p.a.
Librarian 3	\$111,606	\$185,424	18 @ \$ 4,101 p.a.

Full-time Librarians July 1, 2026 to June 30, 2027 (Reflects an increase of 3%)

Rank	Minimum Salary	Maximum Salary	Single Increment
Librarian 1	\$69,884	\$96,757	11 @ \$ 2,443 p.a.
	\$96,758	\$139,703	15 @ \$ 2,863 p.a.
Librarian 2	\$97,411	\$162,229	18 @ \$ 3,601 p.a.
Librarian 3	\$114,954	\$190,986	18 @ \$ 4,224 p.a.

Full-time Librarians July 1, 2027 to June 30, 2028 (Reflects an increase of 3%)

Rank	Minimum Salary	Maximum Salary	Single Increment
Librarian 1	\$71,981	\$99,657	11 @ \$ 2,516 p.a.
	\$99,658	\$143,893	15 @ \$ 2,949 p.a.
Librarian 2	\$100,333	\$167,095	18 @ \$ 3,709 p.a.
Librarian 3	\$118,403	\$196,721	18 @ \$ 4,351 p.a.

Appendix C.3: Archivists

Letter of Understanding: Archivists

1. The parties agree that upon ratification of this Agreement, the three (3) Staff Members that currently hold Archivist positions (the "Archivists") within **Schedule F: Administrative and Professional Officer** will be transferred into this **Schedule C: Librarians**, and bound by the terms and conditions set out in this Schedule C thereafter.
2. The three (3) Archivists currently employed shall be transferred without loss of pay and be placed on the Librarian Salary Scale at the Rank and salary that enables them to remain whole. Any increases in remuneration after the date of their transfer into Schedule C shall be in accordance with **Appendix A: Economic Agreement** as applicable to Librarians under Schedule C.
3. After the date of ratification of this Agreement, any individuals subsequently appointed to carry out the responsibilities of Archivist for the Employer shall be considered to be "Librarians" pursuant to Article C1.01.1, and appointed under Schedule C on a go forward basis. *For clarity, all terms of this Agreement that apply to "Librarians" shall apply to Archivists; however, the job title for the professional archivist roles will be "Archivist".*
4. The parties shall work together in good faith to make all necessary amendments as required to the position description applicable to Archivists.

Appendix C.4: Copyright Regulations

1. Ownership

- 1.1 Pursuant to Article 11.02, a Staff Member who creates a Work resulting from or connected with the Staff Member's duties or employment owns copyright in the Work. However, the University owns or has an interest in Works as provided in paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, 3.1, 5.1, and 5.2 of this Appendix C.4.
- 1.2 For the purposes of this Appendix C.4 and Article 11, "Work" or "Works" means anything in which copyright subsists pursuant to the *Copyright Act* (Canada), whether published or unpublished. For greater certainty, Work includes: architectural works, artistic works, choreographic works, cinematographic works, collective works, dramatic works, literary works, musical works, compilations, performers' performances, sound recordings and communication signals, all as defined in the *Copyright Act* (Canada).
- 1.3 A creator has moral rights in a Work, as provided under the *Copyright Act*. The Parties endorse and support the creator's right to manage those moral rights.
- 1.4 If a Staff Member creates a Work
 - (a) in the course of performing administrative or management duties or activities for the University, a Department, or a Faculty, including all units therein associated (e.g., Centres and Institutes); or
 - (b) for the purposes of a committee or group of a Department, Faculty, or the University; then the University owns copyright in the Work.
- 1.5 If a Staff Member creates a Work pursuant to a written agreement between the Staff Member and the University, that agreement shall address the University's arrangement with the Staff Member regarding ownership or other interest in that Work.
- 1.6 If a Staff Member creates a Work under a sponsored research funding agreement with a third party funder, copyright ownership and licensing are governed by the terms of the sponsored research funding agreement. Because the University shall enter into the sponsored research funding agreement with the sponsor, the University has the right to obtain from the Staff Member an assignment or licence of the copyright as necessary to fulfill its obligations to the sponsor under the sponsored research funding agreement. However, the Staff Member cannot unilaterally assign or licence Works that are not wholly owned or created by that Staff Member.
- 1.7 If a Staff Member creates a Work under any other agreement between the University and a third party, including but not limited to a secondment agreement or facility access agreement, copyright ownership and licensing are governed by the terms of the agreement between the University and the third party. To avoid any need for the Staff Member personally to transfer or agree to transfer rights relating to the Work to the third party (which may entail the personal liability of the Staff Member), the University has the right to obtain from the Staff Member an assignment or licence of the copyright as necessary to fulfill its obligations to the third party under the agreement. However, the Staff Member cannot unilaterally assign or licence Works that are not wholly owned or created by that Staff Member.

2. University Licence

General Principles

- 2.1 Subject to paragraphs 2.2 to 2.9 inclusive, the University is and shall be entitled to an immediate, non-exclusive, royalty-free, non-transferable, irrevocable licence to use any Work created or produced by a Staff Member that results from or is connected with the Staff Member's duties or employment, for all purposes within the University's approved mandate pursuant to the *Post-Secondary Learning Act* (Alberta).

- 2.2 The purposes referred to in paragraph 2.1 include, but are not be limited to, unit accreditation, unit or University marketing, and any not-for-profit activity.
- 2.3 The licence contemplated by paragraph 2.1 does not apply if, as a result of reasonable academic or pedagogical publishing practice, a Staff Member must assign copyright to a Work to a third party as a condition of publication. In such a case, the Staff Member shall make best efforts to cause the third party to provide a licence to the University in relation to the Work, such licence containing terms that are analogous to those described in paragraph 2.1.
- 2.4 The licence contemplated by paragraph 2.1 does not preclude a Staff Member from agreeing with the University to grant any additional licence or other rights in and to a Work to the University.
- 2.5 A Staff Member, reasonably believing that their Work is unsatisfactory for a proposed use due to outdated, incompleteness, negative impact on the professional reputation of the Staff Member, or other academic grounds, may amend the Work or require that its use be withheld.

Limited Exception – Works Created to Fulfill Assigned Course Responsibilities

- 2.6 Except in the cases described in paragraphs 2.7 to 2.9 inclusive, the licence contemplated by paragraph 2.1 does not apply to any Work created by a Staff Member to fulfill assigned course responsibilities under Articles C2.01.1, C2.01.2, C2.01.3, C2.01.4, C2.01.7, C2.01.8, C2.01.9, and C2.01.10.
- 2.7 The licence contemplated by paragraph 2.1 includes those elements of a course outline that set out the information required by General Faculties Council policy, as described in the University Calendar.
- 2.8 If a Staff Member is unable or unavailable to deliver all or part of a course duly assigned to that Staff Member, the University may use the Work described in paragraph 2.6 to complete the delivery of the course. Such a licence will not be irrevocable, but instead will be for the duration of the course in that academic year.
- 2.9 The University may use a Work described in paragraph 2.6 for the purposes of unit accreditation, in connection with transfer credit determinations or as the University may be required to meet its obligations to students.

3. Computer Programs and the University Patent Policy

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

4. Conflict of Interest and Conflict of Commitment

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

5. Collaborative Works

- 5.1 Works created collaboratively by students, staff, faculty and/or others present special challenges with regard to copyright. Such works may be owned in whole or in part by the University, or the University may have rights in and to those Works if they fall within one of the categories described in paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix C.4.
- 5.2 Subject to paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix C.4, if a Work is created by a Staff Member and one or more other individuals governed by University collective agreements, policies, and procedures, as between the University and that Staff Member and the individual or individuals, each person's rights and obligations relating to the Work shall be

determined by the applicable University collective agreements, policies, and procedures. In the case of some collaborative Works, especially those involving members of different categories of persons within the University community, the parties involved may decide to assign copyright to the University in order to coordinate distribution, use, and (when appropriate) revenue sharing.

- 5.3 If a Work is created by a Staff Member and an individual or individuals who are not subject to University collective agreements, policies, and procedures, ownership of copyright will be decided in accordance with:
- (a) a written agreement between that Staff Member and that individual or those individuals;
 - (b) a written agreement between the University and another organization; or
 - (c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix will apply to any interest held by the Staff Member, with the necessary changes.

6. Guidelines

- 6.1 The University may publish guidelines, recommendations, and explanatory notes which shall not form part of this Appendix C.4, to assist Staff Members and others to structure collaborations in ways that maximize certainty and minimize conflicts respecting interests in Works, and to assist in the application or use of this Appendix C.4.

Schedule D

ACADEMIC TEACHING STAFF

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Preamble

This Schedule D (Academic Teaching Staff (ATS)) includes provisions for academic performance evaluation and a career progression model that institutionalizes best practices that have been in place for many years in several Faculties for the hiring of contingent academic staff. This Schedule D provides the tools to recognize and reward educational leadership, curriculum development, research and scholarly activities, service, and outstanding teaching.

The creation of a teaching-intensive career path within Schedule D at the University of Alberta validates our conviction that all academic work is highly regarded. The entire University community benefits when teaching-intensive colleagues are acknowledged as essential partners in the scholarly activities of the University by augmenting, strengthening and supporting the role of their colleagues in carrying forward the University's mission/goals.

The parties also acknowledge that by taking steps to increase security of employment for ATS Members, the entire University community benefits in that doing so creates opportunities for long-term planning and stability, improving the University's overall ability to achieve excellence in teaching.

Article D1: Appointments

Definitions

D1.01 In this Schedule D, the following definitions shall be used:

- a) "Academic Teaching Staff" (or "ATS Member") means a person who has been appointed under this Schedule D to a position with primarily teaching and/or teaching-related responsibilities on the academic staff of the University (where teaching shall involve University credit courses).
- b) "Career Status" means an appointment to a full-time or part-time position without a fixed term, but is subject to layoff in accordance with Article D.8.
- c) "Rank" means one of:
 - i. Full Lecturer;
 - ii. Associate Lecturer; or
 - iii. Assistant Lecturer.
- d) "Fixed-Term Status" means an appointment to a position categorized as Term 12 ("T12"), Term Recurring ("TR") or Term, as those terms are defined herein.
- e) "Term 12" or "T12" means an appointment to a full-time or part-time position for an appointment period from 12 months to a maximum of 6 years.
- f) "Term Recurring" or "TR" means an appointment to a full-time position for an appointment period from 24 months to a maximum of 6 years, and where the appointment period consists of recurring active workload sessions of 8, 9, 10 or 11 months in duration within each year of the appointment period and recurring inactive sessions comprising the remainder of the months within each year of the appointment period.
- g) "Term" means an appointment to a full-time or part-time position, and either within a single teaching term (Fall, Winter, Spring, or Summer), or within 2 or 3 consecutive teaching terms where the total appointment period is less than 12 months.

Letter of Appointment

D1.02 An ATS Member shall receive a Letter of Appointment to a position following the template outlined in Appendix D.2 and duly executed by the Dean and the ATS Member, confirming the appointment of an ATS Member and specifying:

- a) the contract status (i.e. Career Status or Fixed-Term Status; and if Fixed-Term Status, its

- category of T12, TR or Term);
- b) the term of the appointment (i.e. start date; and if Fixed-Term Status, the expiry date);
- c) the length of the probationary period (if any, in accordance with Article D5);
- d) whether full-time or part-time (with the appropriate full-time equivalent indicated);
- e) the Rank;
- f) the salary;
- g) the general duties of the position as set out in a position profile attached to the Letter of Appointment.

D1.02.1.2 An ATS Member who has been appointed to contiguous Term positions shall be deemed to have had a single Term position spanning the full combined duration.

Position Responsibilities

D1.03.1 The responsibilities of the position:

- a) shall be subject to change in accordance with Article D6.05.1;
- b) shall establish the necessary professional and educational qualifications required for the position;
- c) shall include a description of the workload with respect to course assignments;
- d) shall include other teaching and/or teaching-related responsibilities and duties as assigned by the Department Chair such as supervisory and administrative responsibilities; and
- e) may include responsibilities related to course coordination, research and other scholarly activities and service, which shall be assigned in accordance with Article D2.01.3.

D1.03.2 An ATS Member who is appointed to multiple part-time positions should advise each Department Chair of their other University position(s) in order for the ATS Member and the Department Chairs to coordinate the workload assignment and potential Benefits in accordance with Article D9.02.3.

D1.03.3 The specific responsibilities of an ATS Member shall be assigned in writing in accordance with Articles D2.01.2 and D2.01.3.

D1.03.4 Where, during the course of an appointment, an ATS Member is asked and agrees, or is assigned to take on additional supervisory, administrative, service, research, course coordination, or other scholarly activities, the ATS Member's position responsibilities will be amended in writing in accordance with Article D2.01.3.

Special Conditions

D1.04.1 A Dean or the Provost may appoint an ATS Member with special conditions which are at variance with the terms of this Agreement provided:

- a) the variations are in writing and are included in or appended to the Letter of Appointment; and
- b) the variations have been approved in writing by the Provost after consultation with the President of the Association and prior to the offer being made.

D1.04.2 The Provost may approve special conditions which are at variance with the terms of this Agreement and which are agreed to subsequent to the original appointment of an ATS Member provided the variations have been recommended by a Dean and are approved in writing by the ATS Member and the President of the Association.

Basic Conditions

D1.05.1 An ATS Member shall be provided appropriate workspace and reasonable access to support services for the discharge of responsibilities.

D1.05.2 An ATS Member shall be provided with the University identification card (the ONEcard) and library and computing privileges in accordance with the related policies, procedures and protocols of the University, as amended from time to time. With the recognition that policies and procedures are dynamic documents that are reviewed and revised regularly based on numerous factors, the Association shall be consulted on policy and procedure related to identification cards and library and computing privileges. Appendix D.3 sets out University Library Privileges for ATS Members.

Recruitment and Retention

- D1.06.1 Recruitment, including the advertising of positions, shall be conducted in accordance with the policies, procedures and protocols of the University, as amended from time to time.
- D1.06.2 Notwithstanding Article D1.06.1, prior to advertising for external candidates for available positions, except Term positions of less than 8 months, the Department Chair shall first notify current ATS Members in the Department of those available positions and:
- a) provide those current ATS Members with the opportunity to indicate their interest in the available position(s); and
 - b) Available positions shall, whenever possible, be filled by current ATS Members in accordance with the following factors:
 - i. academic qualifications in accordance with the position profile;
 - ii. qualifications necessary to perform the required duties;
 - iii. quality and effectiveness of previous service as determined by evaluation (Article D6); and
 - iv. length of service (which shall be the determining factor only where all the other factors are relatively equal).

Conversion of Contract Status

- D1.07.1 Subject to Article D1.07.2, an ATS Member who has been appointed to 3 full-time appointments at the contract status of Term (with an appointment period of at least 8 months for each appointment) will have the contract status of a fourth full-time appointment of Term converted to TR, provided:
- a) the original 3 appointments were within the most recent 3-year period (academic years); and
 - b) all 4 appointments are/were functionally of the same profile and made within the same Department; and
 - c) upon acceptance of the fourth appointment, the Staff Member makes a request for the conversion in writing to the Department Chair, accompanied by appropriate supporting material evidencing eligibility as defined by Articles D1.07.1(a) and (b).
- D1.07.2 The contract duration of a converted fourth appointment in accordance with Article D1.07.1 shall be determined by the Department Chair, subject to Article D1.01(f).
- D1.07.3 An ATS Member who has held appointments at the contract status of T12 will have their next contract status of T12 converted to a Career Status appointment, provided:
- a) the original T12 appointment(s) cover a continuous appointment period of at least 6 years in the aggregate; and
 - b) the converted appointment and all appointments in the last 6 (six) years are/were functionally of the same profile and made within the same Department; and
 - c) upon acceptance of the converted appointment, the ATS Member shall have this appointment converted by providing the Department Chair supporting material evidencing eligibility as defined by Articles D1.07.3(a) and (b).
- D1.07.4 A Staff Member having former service as an ATS Member who is appointed to a full-time continuing tenure-track position in accordance with Schedule A shall receive credit for that former service in the calculation of sabbatical leave in accordance with Appendix A.3: Detailed Procedures for Sabbaticals.

Cancellation and Reassignment of Courses

- D1.08.1 In the event that a course is cancelled to which a full-time ATS Member with an appointment to Career Status, T12, TR, or Term (with an appointment period of at least 8 months) has been assigned the ATS Member shall retain the workload and salary in accordance with the Letter of Appointment and shall be assigned suitable alternative work or a special project (course revisions, manual updates, other course support) for that teaching term.

- D1.08.2 In the event that a course is cancelled to which an ATS Member with an appointment to Term (part-time) or Term (with an appointment period of less than 8 months) has been assigned, the ATS Member shall be paid a cancellation stipend of:
- a) \$500 if the notice of cancellation is given less than 4 weeks prior to the scheduled start of classes; or
 - b) \$1,000 if the notice of cancellation is given after the start of classes. (The ATS Member shall also be paid salary earned from the date the appointment takes effect to the date of cancellation.)
- D1.08.3 After an initial assignment is provided to an ATS Member pursuant to Article D2.01.2, in the event that a course requiring new preparation is assigned, an ATS Member with an appointment to Term (part-time) or Term (with an appointment period of less than 8 months) shall be paid a stipend of \$100 if the notice of reassignment is given within one week of the scheduled start of classes.

Cessation of Fixed-Term Status Appointments

- D1.09.1 A Fixed-Term Status appointment shall end no later than the expiry date stipulated in the Letter of Appointment without the need for notice or severance from the Employer. The Employer is under no obligation to extend the appointment beyond that expiry date or to reappoint the ATS Member, except as provided for in D1.06.2. An ATS Member may receive subsequent appointment(s) with Fixed-Term Status or may receive a subsequent appointment with Career Status.
- D1.09.2 The cessation of a T12 or TR appointment prior to the expiry date shall be subject to layoff in accordance with Article D.8.
- D1.09.3 An ATS Member may resign or retire during the term of their appointment contract by submitting written notice to the Department Chair. The ATS Member shall provide as much notice as possible before the effective date of the resignation or retirement.
- D1.09.4 On termination, an ATS Member must return all University property to the appropriate departmental officer.

Article D2: Responsibilities to the University

- D2.01.1 An ATS Member under this Agreement shall be a scholar who has teaching and/or teaching-related responsibilities as their primary academic responsibility.
- D2.01.2 The general responsibilities of an ATS Member shall be established in the position profile. After consultation with the ATS Member, the specific responsibilities of the ATS Member for the upcoming academic year shall be assigned in writing by the Department Chair. Such general and specific responsibilities shall facilitate the review of the ATS Member's performance in accordance with Article D5.01.1 and Article D6. (See Appendix D.8 for a Position Profile Template).
- D2.01.3 The Department Chair shall assign in writing to each ATS Member specific teaching and/or teaching-related responsibilities. In addition, where an ATS member is assigned service, course coordination, research or other scholarly activities, the Department Chair shall include these responsibilities as specific responsibilities pursuant to Article D1.03.3 and Article D2.01.2. Where an ATS Member is assigned these responsibilities, or where the ATS Member is appointed to committee or other service duties by the Employer, then teaching and teaching-related responsibilities shall be reduced proportionally, as determined by the Department Chair.

Teaching and/or Teaching-Related Responsibilities

- D2.02.1 An ATS Member shall demonstrate scholarship and remain current and competent in the discipline or profession in which the ATS Member is appointed.

D2.02.2 Teaching and/or teaching-related responsibilities of an ATS Member shall include, but are not limited to:

- a) delivering distance and web-based courses;
- b) developing curriculum and designing courses;
- c) supervising honors program undergraduate students and those supervising the work of graduate students;
- d) engaged in teaching-related administrative duties (such as curriculum coordination and staff supervision);
- e) supervising students in practicum placements;
- f) coaching athletic teams;
- g) delivering clinical instruction for the Dental Hygiene program; and
- h) teaching, at a minimum, the equivalent of a three-credit course or where duties are teaching-related for a commitment of 14 hours per week or more.

D2.02.3 An ATS Member may decide on specific course content and instructional methodology, recognizing the approved course description and academic policy approved by the Department, the Faculty and the University.

Research and Other Scholarly Activities

D2.03.1 In particular circumstances and in addition to teaching, research and other scholarly activities responsibilities (including a role as a Principal Investigator) may be included in the position profile of the ATS Member.

D2.03.2 If research and other scholarly activities responsibilities are not specifically included in the position profile as determined by ATSEC in accordance with Article D6.05.1 and, therefore, are not assigned responsibilities, the degree of voluntary participation in research and other scholarly activities may vary from ATS Member to ATS Member and from time to time.

D2.03.3 When an ATS Member participates in research and other scholarly activities responsibilities, such activity and research funds shall be administered in accordance with the policies and procedures of the University following consultation with the Association.

Service

D2.04.1 In particular circumstances, the position profile, in addition to teaching and/or teaching-related responsibilities, may also include service responsibilities.

D2.04.2 If service responsibilities are not specifically included in the position profile and, therefore, are not assigned responsibilities, the degree of participation in the governance of the University and other service responsibilities may vary from ATS Member to ATS Member and from time to time. Participation, in this case, may be initiated by the ATS Member.

Workload and Dispute Resolution

D2.05.1 When assigning the specific responsibilities of the ATS Member for the upcoming academic year pursuant to Article D2.01.2, in addition to considering the ATSEC standard workload description and any assigned service, course coordination, research or other scholarly activities of the ATS Member, the Department Chair shall, pursuant to Article 12.01, make best efforts to achieve equitable teaching assignments between ATS Members (proportionate to FTE), taking into consideration: whether the course is a new course; the class size; the number of expected direct student contact hours; the forum of course delivery (remote, in- person or hybrid); the instructional methodology; the usual nature of assessment for that particular class; to the extent those factors may affect workload.

D2.05 If there is a dispute with respect to an ATS Member's responsibilities to the University, the ATS Member shall have recourse to the Department Chair, the Dean and the Provost, in that order. The decision of the Provost shall be final and binding.

Article D3: Supplementary Professional Activities (SPA)

This Article D3 shall apply exclusively to full-time ATS Members with a Career Status appointment or T12 appointment.

Scope and Context of SPA

- D3.01.1 An ATS Member who is a full-time employee has a primary obligation to fulfill University responsibilities. The ATS Member shall remain current with recent developments in the discipline through personal professional development.
- D3.01.2 One means of accomplishing professional development may be through professional activity which is supplementary to the primary obligations to the University.
- D3.01.3 Subject to the provisions of this Article D3, an ATS Member may engage in SPA. SPA shall not prevent, hinder or unduly interfere with the ATS Member's primary responsibilities.

Definition of SPA

- D3.02 Without restricting the generality of the term SPA, this category shall include any of the following:
- a) employment in any capacity by another employer including the carrying out of teaching duties, e.g., summer session at another university;
 - b) consulting;
 - c) personal services contract; or
 - d) private practice of the ATS Member's profession, e.g., dentistry, law, medicine, nursing, etc.

Approval of SPA

- D3.03.1 An ATS Member shall obtain written approval of the Department Chair prior to undertaking major SPA. Prior to approving SPA, the Department Chair shall ensure that primary University responsibilities will be performed satisfactorily.
- D3.03.2 If there is a dispute with respect to an ATS Member's SPA, the ATS Member shall have recourse to the Dean and the Provost, in that order. The decision of the Provost shall be final and binding.
- D3.03.3 The conditions governing SPA are set out in Appendix D.4.

Article D4: Delegation

- D4.01 The Board confirms delegation of its powers, duties and functions for the performance of its responsibilities contemplated by the terms of the Common Agreement and this Schedule D (with the power to sub-delegate as set out in this Article), including responsibilities assigned to a person or committee pursuant to:
- a) Article D1 – Appointments – delegation to the Dean;
 - b) Article D5 – Probationary Period – delegation to the Department Chair and Dean;
 - c) Article D6 – Evaluation – delegation to the Department Chair, ATSEC and Dean;
 - d) Article D7 – Unsatisfactory and Unacceptable Performance – delegation to the Department Chair, ATSEC, Dean and Provost;
 - e) Article D8 – Notice Period and Layoff – delegation to the Department Chair and Dean;
 - f) Article 7 – Complaints – delegation to the Department Chair, Dean and Provost.
- D4.02 The authority of any party described in this Article to delegate responsibilities under this Article includes the authority to revoke those delegated responsibilities and to exercise those responsibilities directly. The revocation of a delegated responsibility does not nullify decisions, orders, directions or recommendations made at the time the delegation of responsibilities remained in effect.

- D4.03 Except where expressly limited, delegation of duties and responsibilities set out in Schedule D may occur to and from individuals in the role of President, Provost, Deputy Provost, Vice-President, College Dean & Vice-Provost, Dean, Vice-Dean, Associate Dean and Department Chair, with the written approval of the person to whom the delegator reports. (The President may delegate without such written approval.)
- D4.04 The President of the Association may delegate any responsibility to another member of the executive of the Association or the Executive Director of the Association.
- D4.05 A Faculty Council may recommend, and the Provost may approve, delegation of any responsibility of a Faculty Council under this Agreement to such persons or groups designated by the Faculty Council.
- D4.06 All delegations of responsibility and revocations of delegation under this Article shall be in writing.
- D4.07 If, in the Common Agreement or this Schedule D, a decision is to be made by the Association, the decision shall be made by the President of the Association subject to such restriction as the Association, acting in accordance with its bylaws, may determine. Any policy which restricts the ability of the President of the Association to act shall be communicated in writing to the Provost.

Article D5: Probationary Period

- D5.01.1 The inclusion of a probationary period in the Letter of Appointment indicates an obligation on the part of the Department Chair to properly monitor the ATS Member's progress during a probationary period. In this regard, the Department Chair and the ATS Member shall ensure they each have a clear understanding of the position expectations and standards of performance, in accordance with Article D6 and in accordance with the general characteristics of the position as set out in the position profile, in order to conduct a written probationary assessment of the ATS Member's performance and the suitability of the appointment.
- D5.01.2 An ATS Member who is appointed for the first time under this Agreement shall serve a probationary period of 12 months for:
- a) a Career Status appointment; or
 - b) a T12 appointment with an appointment period of greater than 24 months.
- D5.01.3 An ATS Member who previously did not serve a probationary period and who is appointed into Career Status appointment or T12 appointment (and where the position profiles are similar) shall have the previous appointment count towards the probationary period requirement for the new appointment.

Probationary Decisions by ATSEC for Career Status Appointments and T12 Appointments

- D5.02 Decisions regarding the probationary period of an ATS Member appointed to a Career Status appointment or T12 appointment where the ATSEC is responsible for annual evaluation shall be in accordance with Article D6.

Leaves

- D5.03 If an ATS Member is on approved leave (Disability Leave, Maternity leave, Parental Leave, Compassionate Leave, Medical Leave, leave without pay) during the probationary period, the probationary period shall be extended by the duration of such leave, always subject to the length of the appointment period end date stipulated in the Letter of Appointment.

Termination During the Probationary Period (Career Status and T12 Appointments)

- D5.04.1 The appointment of an ATS Member may be terminated during the probationary period by providing one month's written notice of such termination. The notice shall be provided by the Department Chair or ATSEC Chair.
- D5.04.2 Before making the determination under Article D5.04.1 to terminate the appointment of an ATS Member during the probationary period, the Department Chair or ATSEC Chair shall consult with

an Administration Advisor. The Administration Advisor shall advise the Association of the decision to terminate the appointment during the probationary appointment.

- D5.04.3 The Association shall be present when the ATS Member receives the written notice referenced in Article D5.04.1.
- D5.04.4 The effective date of the termination shall be one month from the date of notice (the “notice period”). During the notice period, the ATS Member shall perform such duties as may be assigned or be placed on leave with full pay or be required to take any accumulated vacation, or a combination of the foregoing. After discussion with the ATS Member, the Department Chair shall decide which of the foregoing shall apply.
- D5.04.5 An ATS Member whose appointment is terminated during the probationary period shall have recourse to the Dean, whose decision is final and binding.

Confirmation, Extension or Termination at the End of the Probationary Period (Career Status and T12 Appointments)

- D5.05.1 The Department Chair or ATSEC Chair shall provide an ATS Member at least one month’s written notice prior to the end of the probationary period, specifying that:
- a) the ATS Member is confirmed in the appointment;
 - b) the probationary period is extended to a maximum of an additional 6 months; or
 - c) the appointment is terminated effective at the end of the probationary period. During the notice period, the ATS Member shall perform such duties as may be assigned or be placed on leave with full pay or be required to take any accumulated vacation, or a combination of the foregoing. After discussion with the ATS Member, the Department Chair shall decide which of the foregoing shall apply.
- D5.05.2 If the Department Chair or ATSEC Chair fails to provide the required notice prior to the end of the probationary period, the ATS Member shall be confirmed in the appointment.
- D5.05.3 Before making the recommendation in accordance with Article D5.05.1 (c) to terminate the appointment at the end of the probationary period, the Department Chair or the ATSEC Chair shall consult with an Administration Advisor. The Administration Advisor shall advise the Association of the decision to terminate the appointment at the end of the probationary period.
- D5.05.4 The ATS Member shall be provided written notice from the Department Chair to terminate the appointment at the end of the probationary period. The Association shall be present when the ATS Member receives the written notice.
- D5.05.5 An ATS Member whose appointment is terminated at the end of the probationary period shall have recourse as follows:
- a) where evaluated by the Department Chair, to the Dean, whose decision shall be final and binding; or
 - b) where evaluated by ATSEC or, in non-departmentalized Faculties, the Dean, to the Provost, whose decision shall be final and binding.

Article D6: Evaluation

- D6.01 The review of an ATS Member’s performance shall be used to:
- a) award Incrementation;
 - b) inform Department Chair’s recommendations for future appointments in accordance with Article D1;
 - c) inform decision-making with regard to an application for promotion; and
 - d) inform decision-making with regard to an application for a professional leave under Article D6B: Professional Leaves.

Academic Teaching Staff Evaluation Committee

D6.02.1 Each Faculty shall establish an Academic Teaching Staff Evaluation Committee (ATSEC), either as:

- a) A committee distinct from Faculty Evaluation Committee (FEC) which shall include elected voting members from (and by) the ATS Members being evaluated by the ATSEC of that Faculty and elected voting members from (and by) the Academic Faculty of that Faculty. The number of elected ATS Members must exceed the number of elected Academic Faculty; or
- b) With the approval of the Provost and AASUA, an augmented FEC, which shall include at least one elected voting member from (and by) the ATS Members being evaluated by the FEC of that Faculty and an ATS Member from another Faculty appointed to FEC by the Provost from a list of ATS Members approved jointly by the Provost and the President of the Association. Those ATS Members shall participate only in ATS Member cases before FEC.

D6.02.2.1 The ATSEC shall develop, for approval by the ATS Members within the Faculty and the Provost, evaluation policies and procedures for all ATS Members within that Faculty.

D6.02.2.2 The ATSEC shall establish, and make public to all ATS Members, voting protocols, which may include the requirement to vote electronically, for matters considered by the ATSEC, such as approving standards of evaluation and guidelines for promotion.

D6.02.3.1 The Faculty Council shall ensure that standards of evaluation and guidelines for promotion are transparent, and give due regard to the principles of equity, diversity and inclusion. The ATSEC shall ensure the standards of evaluation and guidelines for promotion are applied consistently, and applied with due regard to EDI principles. The standards of evaluation and guidelines for promotion shall be reviewed no less than every 10 years, or at any time at the request of the Provost or the ATSEC, as follows:

- a) The existing standards and guidelines shall be reviewed and reconsidered by ATSEC and then revised versions (if any), in draft form, shall be submitted to the Provost for review and advice;
- b) The Provost shall forward any advice to ATSEC along with the Provost's recommendation for approval or for ATSEC's reconsideration;
- c) If the Provost's recommendation is approval of the revised standards and/or guidelines, the ATSEC shall seek the approval of the majority of the Faculty's ATS Members in regards to the proposed revisions. If the majority of the Faculty's ATS Members approve the revisions, ATSEC shall submit the revised versions to Faculty Council for approval;
- d) After consideration of the proposed revisions to the standards and/or guidelines by Faculty Council, the Faculty Council may approve them or refer them back to ATSEC for further amendments;
- e) If the Provost's recommendation is ATSEC's reconsideration of the proposed revisions; or if the majority of voting ATS Members or the Faculty Council does not approve of the proposed revisions, any subsequently revised versions will again be submitted by the ATSEC to the Provost for review and advice and the process set out above will be followed until all required approvals are obtained.

D6.02.4 Assessment of scholarship, research and innovation must incorporate provisions for different and diverse experiences and contributions to knowledge, including Indigenous knowledges and methodologies, along with different visions, values, cultural mores, methodologies and epistemologies in critical analysis.

Responsibility for Evaluation

D6.03.1 In order for the ATS Member's performance to be annually reviewed, the Department Chair and the ATS Member shall each ensure that they have a clear understanding of the position responsibilities pursuant to Article D2.01.3, position expectations and standards of performance for the position profile and are aware of any eligibility for performance Incrementation.

- D6.03.2 The ATS Member shall submit an activities report to the Department Chair, in a format determined by ATSEC on their University responsibilities covering the previous review period ("Activities Report"), where the review period is either a two year period for ATS Members with Career Status appointments, or annually for those with Fixed Term Status. The requirements for the report are based on the written job description of the general responsibilities of the position, and in particular, the Article D2.01.3.
- D6.03.2.1 Where an ATS Member has been assigned research and other scholarly activities, professional development, and/or service activities pursuant to [new] Article D2.05.1, the ATS Member shall include information about such activities in the Activities Report.
- D6.03.3 ATS Members with a Career Status shall be evaluated biennially by the Department Chair who shall submit recommendations to ATSEC.
- D6.03.4 ATS Members with a Fixed-Term Status shall be annually evaluated by the Department Chair, who shall, as determined by ATSEC, submit recommendations to either ATSEC or the Dean. Incrementation eligibility shall be determined in accordance with D6.07 or D6.08, as applicable.

Responsibility for review of performance

Career Status Appointments

- D6.03.5 ATSEC shall biennially consider the performance of each ATS Member with a Career Status Appointment, with the exception of ATS Members:
- (a) who are applying for promotion, in the year of the application; or
 - (b) whose performance has been cited as unsatisfactory and unacceptable (0(d)) in any of the two preceding years and further provided that, if the ATS Member had appealed the ATSEC decision in accordance with Article D7.02.2, such appeal was not upheld.
- D6.03.6 All ATS Members with Career Status Appointments shall be divided randomly into two cohorts of equal size for each applicable ATSEC. For the first cohort, ATSEC shall review performance biennially in the odd years, (the "Odd Cohort"). For the second cohort, ATSEC shall review performance biennially in the even years (the "Even Cohort").
- D6.03.7 Notwithstanding Article D6.03.6, in ATSECs where the total number of ATS Members to be evaluated is less than twenty (20), all ATS Members will be evaluated in the same year on the biennial cycle, which shall be the "Odd Cohort").
- D6.03.8 By way of transition from annual to biennial performance reviews:
- (a) the first year in which the Odd Cohort is not reviewed by ATSEC shall be 2026, in respect of the July 1, 2025 - June 30, 2026 review period. ATS Members shall automatically receive the same Increment they received in the preceding year;
 - (b) the first year in which the Even Cohort is not reviewed by ATSEC shall be 2027, in respect of the July 1, 2026 - June 30, 2027 review period. ATS Members shall automatically receive the same Increment they received in the preceding year.
- D6.03.9 Unless Article D6.03.7 applies to an ATS cohort, an ATS Member awarded a Career Status Appointment with effect in an odd year shall join the Odd Cohort. An ATS Member awarded a Career Status Appointment with effect in an even year shall join the Even Cohort.
- D6.03.10 An ATS Member on a biennial review cycle shall automatically receive the same Incrementation for the 'off' year (i.e. the year in which performance was not reviewed by ATSEC as received in the preceding year, which is not appealable.
- D6.03.11 During the implementation of this evaluative process, the parties agree to work together to address unforeseen issues or challenges that may arise.

Timing of Review

D6.04.1 The twenty-four (24) month review period for ATS Members with a Career Status shall normally be July 1 (year one) to June 30 (year two) with the review process conducted in the next Fall/Winter Term and any Incrementation to be effective the following July 1.

D6.04.1.1 An ATS Member with Career Status whose appointment takes effect:

- a) in the period July 1 to October 1, inclusive, is eligible to receive an Increment;
- b) in the period October 2 to June 1, inclusive, is eligible to receive a pro-rated Increment, the proportion of an Increment depending on the number of months they have worked out of 12; and
- c) in the period June 2 to June 30, inclusive, is not eligible to receive Incrementation on July 1.

D6.04.2 The annual review period for the purpose of determining performance Increments for ATS Members in a Fixed-Term Status appointment may be varied depending on the appointment periods that the ATS Member has experienced and when they may be eligible for Incrementation in accordance with this Article D6.

Authority of ATSEC

D6.05.1 Each Faculty's ATSEC shall be authorized to prepare for discussion at Faculty Council and for approval by ATS Members in the Faculty and by the Provost, the following evaluation policies and procedures:

- a) position profiles, including academic and/or professional qualifications, skills, competencies, definitions of standard teaching workloads and any research and service responsibilities;
- b) position expectations and standards of performance for each Rank as defined in Article D1.01(c) and for all responsibilities identified within the position profiles, including for those in probationary periods;
- c) the format of the annual report;
- d) procedures governing applications for promotion to Associate Lecturer and Full Lecturer, and guidelines for promotion;
- e) criteria for recommendations regarding probationary periods; and
- f) criteria for annual Incrementation recommendations.

Position Expectations, Standards of Performance

D6.06.1 The review of an ATS Member's performance shall be based on consideration of the general responsibilities established in the position profile and in accordance with the ATS Member's specific responsibilities assigned in writing by the Department Chair as outlined in Article D2.

D6.06.2 Position expectations and standards of performance shall be prepared by ATSEC on the basis that an ATS Member is expected to demonstrate competence in responsibilities assigned in accordance with Article D6.06.1. Position expectations and standards of performance:

- a) shall enable evaluation of academic performance across its full range;
- b) shall be based on merit and not on length of service; and
- c) may vary from Faculty to Faculty.

D6.06.3 ATS Members shall be evaluated against these position expectations and standards of performance and always in accordance with the position profile and performance expectations shall increase as an ATS Member moves through the Ranks.

D6.06.4.1 In evaluating the teaching performance of ATS Members, Department Chairs and ATSEC shall consider that:

- a) Students' questionnaire ratings of instruction are influenced by numerous factors, including race, gender, accent, age, physical attractiveness, and course characteristics; and

- b) Since there is no requirement for students to complete online questionnaires, the responses may not validly reflect the opinion(s) of an entire class, but only the opinion(s) of those motivated to respond;

And therefore, student questionnaires are insufficient in measuring teaching performance, necessitating an alternative, multi-faceted approach to evaluation.

D6.06.4.2 Evaluation of teaching shall be multi-faceted and, in particular, shall not be based primarily on any one method of evaluation. The standards for evaluation of teaching performance shall be broadly based, including course content, course design and performance in the classroom. Such evaluation may take into account information such as reviews of teaching dossiers and other materials provided by the ATS Member; and reviews by peers and administrative officials; comprehensive reviews of student commentary; and the frequency distribution of responses to student questionnaires.

D6.06.5 Position expectations and standards of performance for promotion to Associate Lecturer shall not be changed for an individual ATS Member prior to the start of or during the promotion process unless the ATS Member agrees.

Eligibility for Incrementation for TR, Term and Part-time T12 Status

D6.07 An ATS Member with part-time T12 status, TR status or Term status shall have Incrementation eligibility determined as follows within the position profile:

- a) an ATS Member shall be eligible for Incrementation no more than once in a 12 month period;
- b) an ATS Member shall be eligible for Incrementation available to reach the maximum of the salary range for the Rank;
- c) an ATS Member shall be eligible for Incrementation after accumulating a total of at least 8 months of service within the position profile, regardless of whether the ATS Member worked full or part-time; and subject to at least one evaluation of teaching and/or teaching-related responsibilities having occurred within the previous 6 month period. The Incrementation shall always be effective at the beginning of the next teaching term or appointment contract (after the accumulation of the 8 months, or more, of service);
- d) standard Spring Session and Summer Session appointment periods are each equivalent to 2 months of accumulated service within the position profile;
- e) if there is a break in service of 24 months (not including approved leaves), or more, the prior service shall not be considered in determining appointment salary or a future Incrementation;
- f) Incrementation eligibility for an ATS Member who is appointed to multiple part-time positions shall be determined by each Department Chair for positions within their Department; and
- g) an ATS Member shall be eligible for Incrementation after providing certification that they have completed all the requirements for a PhD, or equivalent degree. The Incrementation shall always be effective at the beginning of the next teaching term or appointment contract.

Eligibility for Incrementation for Career or Full-time T12 Status

D6.08 An ATS Member with Career Status or full-time T12 status shall be eligible for Incrementation to the maximum of the salary range for the Rank, determined as follows:

- a) an ATS Member with T12 status shall be eligible for the first performance Incrementation when they have worked for 12 months within the position profile and subsequent Incrementation after work in each consecutive 12 month period within the position profile (12 month period inclusive of vacation);
- b) an ATS Member with Career Status shall be eligible for the first performance Incrementation in accordance with Article D6.04.1 and subsequent Incrementation after work in each consecutive review period (inclusive of vacation), in accordance with Article D6.03; and
- c) The number of Increments available to the ATSEC each year shall be 1.2 per eligible ATS Member being evaluated in that year. It is understood that the number of Increments

available for allocation is exclusive of Incrementation necessary to meet the obligations of ATSEC in accordance with Article D6.03.10, i.e. incrementation provided to those in their 'off' year.

Department Chair's Incrementation Recommendation (either to the Dean or ATSEC)

- D6.09.1 Subject to Articles D6.07 and D6.08, for an ATS Member who is eligible for Incrementation, the Department Chair shall recommend to the Dean or ATSEC, whether the ATS Member should receive Incrementation based on performance in the appropriate preceding period. The recommendation shall be one of the following:
- a) an Increment;
 - b) a portion of Incrementation up to 3.0, which will bring the salary of an ATS member to the salary maximum of the ATS member's present rank;
 - c) Incrementation awarded in quarter Increments ranging from 0.50 to 3.00 inclusive.
 - d) Zero Increment.
- D6.09.2 If the ATS Member has insufficient accumulated service at the time of the annual evaluation and performance is satisfactory, an Increment shall be awarded in accordance with Article D6.07 (c).

Reasons for Zero Increment

- D6.10.1 If Zero Increment is awarded, the decision shall be cited as one of the following:
- a) that performance requirements for Incrementation have been met but the maximum for Rank has been reached;
 - b) that performance requirements for Incrementation have not been met;
 - c) that academic performance while on authorized leave could not be properly evaluated; or
 - d) that academic performance is unsatisfactory and unacceptable.

Distribution of Merit Increments

- D6.11 ATSEC will fully distribute the maximum number of Increments available for distribution each year, plus or minus the greater of: i) 2% of the number of Increments available for distribution, and ii.) An Increment or, if the number of Increments available for distribution is less than 20, two Increments. 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.

Promotion

- D6.13.1.0 The promotion of an ATS Member shall be decided by ATSEC following review of the ATS Member's performance over their complete career at the University of Alberta. Performance expectations shall increase as an ATS Member moves through the Ranks.
- D6.13.1.1. For promotion to Associate Lecturer, the ATS Member must demonstrate a strong record of achievement in teaching and teaching-related responsibilities, and must demonstrate on the basis of performance as Assistant Lecturer that they are capable of contributing effectively as an ATS Member in all areas of responsibility; and
- D6.13.1.2 For promotion to Full Lecturer, the ATS Member must demonstrate excellence in teaching and teaching-related responsibilities, and a strong record of achievement in all areas of responsibility.
- D6.13.1.3 Position expectations and standards of performance for promotion to the next Rank shall not be changed for an individual ATS Member prior to the start of or during the promotion process unless the ATS Member agrees.
- D6.13.2 ATSEC shall determine procedures governing applications for promotions. 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 ATS Member, Department Chair, and the ATSEC 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 ATSEC by the ATS 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;
 - h. any other procedures ATSEC considers necessary.
- D6.13.3 Subject to the applicable ATS Standards, an ATS Member is eligible to apply for promotion to the next Rank when their current salary is within one Increment of, or is higher than, the salary minimum of the next Rank for ATS Members as defined in Article D1.01(c).
- D6.13.4 Prior to submitting an application for promotion, the ATS Member is encouraged to consult with their Department Chair on the merits of their application.
- D6.13.5 An application for promotion shall be sent to the ATSEC Chair with a copy to the Department Chair prior to the specified date for submission of materials to ATSEC by the ATS Member.
- D6.13.6 Upon receipt of the application for promotion and documentation under Article D6.13.2, the Department Chair shall decide either to support the application for promotion and to recommend merit Incrementation consistent with D6.13.7 or to oppose the application for promotion at the ATSEC meeting and shall so advise the ATS Member through the Department Chair's submission to ATSEC under Article D6.13.8.

Incrementation for Promotion

- D6.13.7 The salary of an ATS Member who is promoted shall be increased by the incrementation concurrently awarded to the ATS Member, which shall not be less than an Increment, except where an Increment would cause the salary to exceed the maximum salary for the achieved Rank.

Recommendation of the Department Chair

- D6.13.8 At least 15 days prior to the meeting of ATSEC to determine the outcome of the ATS Member's application for promotion, the Department Chair shall make a written submission to ATSEC, with a copy to the ATS Member, with sufficient rationale that allows the ATS Member to understand the basis for the Department Chair's recommendation to ATSEC concerning whether the Department Chair supports the ATS Member's application for promotion to the next Rank. At the same time, the Department Chair shall advise the ATS Member of the date of the ATSEC meeting to consider the ATS Member's application for promotion.

Review of performance

- D6.13.9 An ATS Member shall be required to participate in the full Article D6.03 Activities Report and review process in the year when the ATS Member intends to apply for a promotion to the next Rank.

Confidential material

- D6.13.10 Confidential peer and academic colleague evaluations of the work of an ATS Member may be received by ATSEC when considering the ATS Member for a promotion. Such statements and material shall not be provided to the ATS Member; rather, where the ATS Member has the right to appear before ATSEC, the ATSEC Chair shall prepare a summary of the confidential material so received and provide the ATS Member and Department Chair with a copy thereof at least 10 days prior to the ATSEC meeting. The summary statement so prepared shall be in sufficient detail to enable the ATS Member to know the case they have to meet.
- D6.13.11 Under no circumstances shall confidential material rendered in proceedings under this Article D6.13 be used against the author thereof in collateral proceedings.

ATSEC procedures regarding promotions

- D6.13.12 ATSEC shall schedule its meetings so that all decisions about promotions are reached by March 10. The schedule shall provide for sufficient time for the consideration of contested cases.

- D6.13.13 All decisions of ATSEC related to promotions are by majority vote of the members present and eligible to vote.
- D6.13.14 When ATSEC has reached a decision in a case, the ATSEC Chair shall, as soon as possible thereafter and normally within 15 days of the decision, convey the decision in writing to the ATS Member at the ATS Member's University of Alberta email address. Decisions regarding promotion shall take effect the next July 1 or upon commencement of the ATS Member's next appointment, whichever is earlier.
- D6.13.15 In the event an application for promotion is denied, the ATS Member may appeal the decision of ATSEC to the Provost, whose decision shall be final and binding.

Contested cases challenging the Department Chair's recommendation and ATSEC hearings

- D6.14.1 A contested case is one where the ATS Member has the right to appear before ATSEC. An ATS Member has the right where the Department Chair's recommendation, provided in accordance with Article D6.13.8, is that the ATS Member's application for promotion to the next Rank is not supported.
- D6.14.2 At least 10 days before the hearing, the ATS Member shall advise the ATSEC Chair of the intention to appear or to submit material or both. Should the ATS Member submit materials to the ATSEC Chair they shall be copied to the Department Chair and shall contain:
- a) a statement in reply to the recommendation the Department Chair;
 - b) any written material relevant to the case; and
 - c) list of names of persons the ATS Member intends to call before ATSEC.
- D6.14.3 At least 5 days before the hearing, the Department Chair shall submit to the ATSEC Chair, with a copy to the ATS Member:
- a) a statement in reply to ATS Member 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 ATSEC.
- D6.14.4 Materials submitted to the ATSEC Chair shall be in electronic form, where feasible.
- D6.14.5 ATSEC is not bound by rules of evidence or procedures applicable to courts of law.
- D6.14.6 Procedural rulings shall be made by the ATSEC Chair but are subject to reversal by majority vote of ATSEC.
- D6.14.7 If written material received by ATSEC pursuant to Articles D6.14.2 and D6.14.3 is disputed by either the ATS Member or the Department Chair, the ATSEC Chair shall rule on the admissibility of the material. The preference shall be that in that instance, if at all practicable, the writer appear before ATSEC for questioning.
- D6.14.8 Both the ATS Member and the Department Chair have the right to call and question witnesses, to question one another and to present oral arguments.
- D6.14.9 If an ATS Member chooses to appear before ATSEC to present a case, both the ATS Member and the Department Chair shall be entitled to be present during the presentation of the case.
- D6.14.10 The ATSEC Chair shall determine the order of presentation of material, of directing questions and of oral arguments and shall advise the ATS Member prior to the hearing. The ATSEC Chair retains the right to revise the order during the hearing as may become necessary.
- D6.14.11 The ATS Member shall present the case personally, except when the ATS Member is on leave in which case the ATS Member may appoint another ATS Member to act as representative. The ATS Member has the right to be accompanied by an advisor, but not legal counsel nor the Association.

- D6.14.12 At the ATSEC hearing, additional material may be submitted by the ATS Member and the Department Chair in exceptional circumstances, but ATSEC may, in its discretion, refuse such material where it is satisfied that the position of the Department Chair or the ATS 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 D13.12. When ATSEC accepts the additional material, it may, at its discretion, extend time lines in order to permit the Department Chair or the ATS Member to respond to the material.
- D6.14.13 ATSEC has the right, during the hearing, to request additional material and to call further witnesses.
- D6.14.14 The onus shall be on the Department Chair to satisfy ATSEC that, on the basis of the evidence submitted, the recommendation of the Department Chair is appropriate.
- D6.14.15 ATSEC is required to issue reasons for its decision and shall convey the decision in accordance with Article D6.13.15.

Position of ATSEC

- D6.15.1 After consideration, ATSEC may not be prepared to endorse a recommendation for a promotion to the next Rank which has been supported by the Department Chair. Such circumstances shall be considered as the position of ATSEC.
- D6.15.2 In a case arising under Article D6.15.1, within 3 days after the end of the ATSEC meeting, the Department Chair shall inform the ATSEC Chair, in writing, whether the Department Chair continues to support the original recommendation to ATSEC or now supports the position of ATSEC.
- D6.15.3 In a case arising under Article D6.15.1, the ATSEC Chair shall, within 5 days after the end of the ATSEC meeting, inform the ATS Member, in writing, of the Department Chair's position under Article D6.15.2 and of the position of ATSEC, provide the ATS Member with the issues of concern to ATSEC, and offer to meet with the ATS Member to discuss the case.
- D6.15.4 The ATS member may appeal the decision of ATSEC to the Provost in accordance with D6.13.15.

Article D6B: Professional Leave

Definitions

- D6B.00.1 "Base salary" means, for the purposes of this Article D6B, the salary set out in the Appointment Letter, excluding market supplements, and as may be increased over time.
- D6B.00.2 "Full salary" means, for the purposes of this Article D6B, Base salary plus any market supplements.

Eligibility

- D6B.01.1 An ATS Member may be granted professional development leave in accordance with this Article D6B.
- D6B.01.2 An ATS Member shall be eligible to apply for leave provided the ATS Member has a Career Status Appointment.
- D6B.01.3 Leave shall only be awarded to an ATS Member who has a carefully prepared program which, in some way, will be of benefit to the University.

Application Process

- D6B.02.1 The proposal for leave shall be prepared by the ATS Member following consultation with the Department Chair.

- D6B.02.2 The proposal for leave shall include a description of the activity proposed during the leave, a statement of the benefit of such activity to the applicant and its value to the University, and the duration of the leave.
- D6B.02.3 The ATS Member shall submit the proposal for leave to the Department Chair who shall append comments and forward the proposal to the Dean. The Dean shall consider the proposal and the comments of the Department Chair, append their own comments to the proposal and then submit it to the Provost for decision. The comments appended shall include a statement regarding the value of the leave to both the ATS Member and the University.
- D6B.02.4 The procedures set out in Articles D6B.02.1 and D6B.02.3 are those for an ATS Member in a departmentalized Faculty. In the case of an ATS Member in a non-departmentalized Faculty, the ATS Member consults with the Dean, submits the proposal to the Dean and the Dean submits the proposal, with appended comments, to the Provost for decision.
- D6B.02.5 Upon consideration of the proposal and appended comments, the Provost shall decide and that decision is final. The Provost shall advise the ATS Member of the decision, in writing, and if the leave is approved, of the terms of the leave.

Terms and Conditions

- D6B.03.1 Professional Leaves for ATS Members shall be at 90% of Full salary.
- D6B.03.2 A professional leave shall include the ATS Member's annual vacation entitlement, pro rata based on the length of the leave.
- D6B.03.3 The ATS Member may receive grants or scholarships or other aid from outside agencies to assist in the financing of the leave program. Receipt of such assistance shall not serve to reduce the level of the University's leave salary unless the total of the assistance and the leave salary exceed the ATS Member's regular salary, in which case the leave salary shall be reduced so that the total of the outside assistance and the leave salary equal the regular full salary.
- D6B.03.4 During the period of leave, the ATS Member shall be eligible to participate, in full, in the benefit programs set out in Article 20, with the University continuing to pay the regular employer costs.
- D6B.03.5 The period of leave may be from one month to one year but must begin and end concurrent with a term. Proposals for part time leave shall be acceptable.
- D6B.03.6 During leave, the ATS Member shall not undertake alternative employment without the advance written approval of the Provost.
- D6B.03.7 An ATS Member shall return to regular duties at the University for 6 months upon completion of the Professional Leave or, in default thereof, repay to the University an amount equal to 12.5% of the Full salary paid while on Professional Leave and shall, if requested by the University, sign an agreement to that effect prior to going on leave.
- D6B.03.8 The ATS Member shall submit a report on the leave activities within two months of returning from leave with copies to be provided to the Department Chair, the Dean and the Provost.

Article D7: Unsatisfactory and Unacceptable Academic Performance

- D7.01.1 A designation of unsatisfactory performance (0.0d) occurs when a Fixed Term ATS Member receives Zero Increment in accordance with Article D6.10.1 (d) and is appealable under Article D7.02.2.
- D7.01.2 An incrementation award of less than an Increment is appealable under Articles D7.02.01, D7.02.2 and D7.03.

Appeal Processes for Less than an Increment

- D7.02.1 Should an ATS Member with Career Status wish to appeal an Incrementation award of less than an Increment (i.e., 0.50, 0.75, 0.0B), the ATS Member shall make a written submission outlining the basis for the appeal to the Provost for review, whose decision shall be final and binding. An ATS Member with Career Status may appeal an award of (0.0d) in accordance with Article D7.03.
- D7.02.2 An ATS Member with Fixed-Term Status with an Incrementation award of less than an Increment (i.e., 0.5, 0.75, 0.0b, 0.0d) shall have recourse as follows:
- a) where evaluated by the Department Chair: the ATS Member shall make a written submission outlining the basis for the appeal to the to the Dean within ten (10) days of the Incrementation decision, whose decision shall be final and binding; or
 - b) where evaluated by ATSEC: the ATS Member shall make a written submission outlining the basis for the appeal to the Provost within ten (10) days of the Incrementation decision, whose decision shall be final and binding.
 - c) in a non-departmentalized faculty, where evaluated by the Dean: the ATS Member shall make a written submission outlining the basis for the appeal to the Provost within ten (10) days of the Incrementation decision, 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 (0.0d) may be terminated.
- D7.02.3 In the case of unsatisfactory performance for an ATS Member with Fixed-Term Status, where the decision is termination, the appointment contract shall terminate on the:
- a) date stipulated in the Letter of Appointment for Term status;
 - b) full-time workload end-date for TR status (e.g. appointment period of July 1 to June 30 and full-time workload occurs September 1 to April 30, the contract shall terminate on April 30); or
 - c) next end-date within the annual appointment period for T12 status (e.g., appointment period of July 1 to June 30, the contract shall terminate on June 30).
- D7.02.4 If the determination under Article D7.02.2.1 is made to terminate the appointment of an ATS Member with unsatisfactory performance, the Department Chair shall consult with an Administration Advisor. The Administration Advisor shall advise the Association of the decision to terminate the appointment.
- D7.02.5 In the event of a termination in accordance with Article D7.02.2.1, the ATS Member shall be provided with written notice from the Department 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

- D7.03.1 A contested case occurs when a Department Chair makes a recommendation of unsatisfactory performance (0.0d) to ATSEC and where the ATS Member with Career Status shall be provided with the opportunity to present their case in person to ATSEC.
- D7.03.2 A reconsidered case occurs when ATSEC has:
- a) reduced a Department Chair's Increment recommendation to unsatisfactory performance (0.0d).
- In this case, within ten (10) days of the Incrementation award of a 0.0d, the ATS Member with Career Status shall be provided with the opportunity to make a written submission to ATSEC and, if they choose, to also present their case in person to a reconvened ATSEC.
- D7.03.3 An ATS Member who is provided with the opportunity to present their case in person to ATSEC shall be advised that they may consult with the Association. The ATS Member shall have the right to be accompanied by an advisor, but not legal counsel nor the Association.

- D7.03.4 An ATS Member with Career Status who receives a decision of unsatisfactory performance by ATSEC shall have recourse to the Provost, whose decision shall be final and binding.

Actions Following the Assessment of “0.0d”: Unsatisfactory Academic Performance for Career Status Appointments

- D7.04.1 Within 20 days following the assessment of the first (0.0d) to an ATS Member, at the request of either the Department Chair or ATS Member, a meeting will be held with the Department Chair and the ATS Member. The purpose of the meeting shall be to produce a plan (hereafter referred to as a Performance Improvement Plan) in writing, designed to facilitate improvement in performance, including objectives to be met in the following year. The discussion should include information on any assistance that can be reasonably provided to improve the ATS Member's performance. Where there is disagreement on the content of the Performance Improvement Plan, the Department Chair will make the determination.
- D7.04.2 Subsequent to the development of the Performance Improvement Plan, meetings between the Department Chair and the ATS Member should be held at least every three months to discuss and document the ATS Member's progress towards achieving the objectives set out in the Performance Improvement Plan. The Performance Improvement Plan and outcomes shall be appended to the Member's Activities Report for consideration at the Member's next ATSEC evaluation.
- D7.04.3 A designation of unacceptable performance for an ATS Member with Career Status occurs when they receive a second decision of unsatisfactory performance (0.0d), having received a first decision of unsatisfactory performance in either of the two preceding years.
- D7.04.4 The appointment contract of an ATS Member with Career Status with unacceptable performance may be terminated.
- D7.04.5 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.
- D7.04.6 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.
- D7.04.7 The decision to terminate the appointment of an ATS Member with Career Status for unacceptable performance is subject to the Grievance Procedures established in Article 14.

Article D8: Notice Period and Layoff

- D8.01 For the purpose of this Article D8, a layoff is providing notice of the end date of a Career Status appointment or the termination of a T12 or TR status appointment prior to the end date of the appointment period and may result if:
- a) the duties described in the position profile are no longer required;
 - b) the ATS Member no longer has the qualifications required to carry out the responsibilities following a change in the position profile; or
 - c) the funding for the appointment is insufficient or is no longer available.
- D8.02 The formal notice period for layoff of an ATS Member shall be:
- a) 12 months for Career Status appointments;
 - b) 3 months for T12 status appointments;
 - c) 3 months for TR status appointments, to the full-time workload end-date. (e.g., appointment period of July 1 to June 30 with full-time workload occurring from September 1 to April 30, full-time workload end-date is April 30.)
- D8.03 The Department Chair shall provide the written recommendation of a layoff to the Dean which shall include:
- a) the appropriate reason for the lay-off in accordance with Article D8.01;

- b) the effective date of the lay-off; and
 - c) details of efforts made to seek alternative appointments that would minimize negative impacts on the ATS Member.
- D8.04 Where the recommendation of the Department Chair is layoff of the ATS Member, the Department Chair and/or the Dean shall first consult with an Administration Advisor. The Administration Advisor shall advise the Association of the layoff recommendation.
- D8.05 The Dean and the Department Chair shall prepare a written decision of a layoff which shall be provided to the ATS Member at a meeting with the Department Chair, the ATS Member, an Administration Advisor and the Association.
- D8.06 The purpose of the meeting under Article D8.05 shall be to discuss:
- a) the details of the layoff and of the efforts made to minimize negative impacts on the ATS Member; and
 - b) during the notice period, the ATS Member shall perform such duties as may be assigned or be placed on leave with full pay or be required to take any accumulated vacation, or a combination of the foregoing. After discussion with the ATS Member, the Department Chair shall decide which of the foregoing shall apply.
- D8.07 The effective date of the start of the formal notice period shall be the day after the date of the decision letter.
- D8.08 Layoff under this Article D8 shall not be considered nor presented as dismissal for cause.
- D8.09 Entitlement to severance due to the layoff of an ATS Member with T12 status is one month's salary for each year of continuous service to the University, prorated for partial years of service based on completed months, to a maximum of 9 months' salary. The effective date of the layoff and the date for determining length of service and rate of salary shall be the last day of the formal notice period under Article D8.07.
- D8.10 Severance shall normally be paid in a lump sum and shall be calculated in accordance with Article 19.
- D8.11 The decision of the Dean to terminate the Career Status, T12 status or TR status appointment due to layoff is subject to the Grievance Procedures established in Article 14.
- D8.12 An ATS Member with a Term status appointment shall not be subject to layoff. In the case of circumstances described in Article D8.01, the appointment shall end on the date stipulated in the Letter of Appointment without the need for further notice or severance from the University.
- D8.13 Should an appointment from which an ATS Member has been laid off be reinstated or an appointment with substantially the same duties as that appointment be established in the same Department within 16 months of the date on which the previous incumbent was laid off, the previous incumbent shall be offered the appointment.

Article D9: Salaries and Benefits

Salaries

- D9.01.1 The salary scales shall be in accordance with the Salary Levels and Ranges attached in Appendix D.5.
- D9.01.2 The rates in Article D9.01.1 are minima. Salary levels above the minimum shall continue to be possible.
- D9.01.3 The salary for an ATS Member's appointment in Spring and/or Summer terms shall be no less than the rate paid for the previous Fall and/or Winter terms.

- D9.01.4 [vacant]
- D9.01.5 For course(s) taught over and above an ATS Member's assigned responsibilities (that is, their full-time equivalency), including those taught during Spring and/or Summer terms, the ATS Member will receive an additional payment of the Per Course Rate stipend for each additional course taught.
- D9.01.6 The Per Course stipend shall be, at a minimum:
- (a) For appointments commencing prior to the date of ratification:
- 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 10;
- which in no case shall be less than \$7,336 for a Member who has obtained a PhD or equivalent.
- (b) For appointments commencing on or after the date of ratification:
- $1/9 \times$ ATS Member's Step on the Salary Scale
- which in no case shall be less than \$8,621 for a Member who has obtained a PhD or equivalent

Supplementary Health, Dental and Ancillary Benefits

- D9.02.1 A full-time ATS Member, except those with a Term status appointment of less than 8 months, shall participate in the benefit plans set out in Appendix D.9, in accordance with eligibility restrictions stated therein.
- D9.02.2 All other ATS Members not referenced in Article D9.02.1 shall receive pay in lieu of benefits programs equal to 4% of salary payable.
- D9.02.3 Notwithstanding Article D9.02.2, if an ATS Member has concurrent, multiple part-time appointments which together constitute a full-time workload for at least 8 consecutive months, the ATS Member may be eligible for benefits. It is incumbent upon the ATS Member to inform their home Department of any other appointments that would affect the ATS Member's eligibility for benefits, the cost for which would be pro-rated across Departments.
- D9.02.4 An ATS Member who is appointed in Spring and/or Summer terms may be eligible for continuation of benefits if the ATS Member was eligible for benefits in the preceding Fall and Winter terms and if the appointment is within the same Department. The ATS Member should advise the Department Chair in order for the benefits eligibility to be determined.

Eligibility

- D9.03.1 An ATS Member who has reached the age of 65 shall not be eligible for benefits under Alberta Health Care, Supplementary Health Care, Dental Care, Life Insurance, and Disability Benefits, and shall be required to coordinate other benefits with benefits provided by governments.
- D9.03.2 An ATS Member who has been granted leave with full pay or Maternity Leave shall remain eligible for full participation in the benefit programs under Article D9.02.
- D9.03.3 An ATS Member who is not eligible for Alberta Health Care because of a failure to meet residency requirements is not eligible for coverage under Alberta Health Care or Supplementary Health Care. Such an ATS Member is eligible to participate in the University's Health Insurance Plan as set out in Appendix D.5 in accordance with eligibility restrictions stated therein.

Non-Accountable Moving Allowance

- D9.04.1 A full-time ATS Member with Career Status or Fixed-Term Status (except those with (i.) Term status and a full-time appointment of less than 8 months; and (ii.) Term status and a part-time appointment of less than 12 months) upon appointment, may be eligible for a non-accountable moving allowance toward expenses necessarily and reasonably incurred in moving to a new primary residence when relocating from a residence greater than 50 kms from a University campus. Regulations governing non-accountable moving allowances shall be established from time to time by the Board after consultation with the Association and are appended to this Agreement as Appendix D.9.
- D9.04.2 An ATS Member who voluntarily leaves the service of the University before rendering 12 months service shall be required to refund a portion of the non-accountable moving allowance; each month's regular service (exclusive of leave periods) shall be considered as discharging one twelfth of the obligation. In cases where probationary periods are less than 12 months the obligation shall be discharged in a proportionately shorter period.

Universities Academic Pension Plan (UAPP)

- D9.05.1 An ATS Member shall be eligible to participate in the UAPP.
- D9.05.2 The Board and the ATS Member shall contribute to UAPP, the latter through deductions from salary, in accordance with the UAPP Sponsorship and Trust Agreement.

Vacation

- D9.06.1 An ATS Member with Career Status and T12 status appointments shall be entitled to an annual vacation of 22 days, which shall be pro-rated accordingly for part-time appointments. The following conditions shall apply:
- a) the time of vacation shall be approved by the Department Chair. If there is a dispute with respect to vacation time, the ATS Member shall have recourse to the Dean, whose decision shall be final and binding;
 - b) every effort shall be made to utilize vacation earned within the year that it has been accrued and unused vacation may be carried forward from year to year only with the advance written consent of the Dean;
 - c) a resigning, or retiring, ATS Member shall receive an amount in lieu of vacation time not taken, but such amount shall not exceed one year's vacation entitlement. The amount shall be based on the salary rate as of the effective date of the resignation or retirement.
- D9.06.2 All other ATS Members not referenced in Article D9.06.1 shall receive pay in lieu of vacation equal to 4 % of salary payable.

Appendix D.1: Summary for Ease of Use

This Table provides a Summary for Ease of Use APPOINTMENTS to a POSITION Full-Time (FT) or Part-Time (PT) as Indicated			
RANKS -TITLES (Regardless of Contract Status, each rank can be achieved)	CONTRACT STATUS	PROBATIONARY PERIODS and METHOD of ANNUAL EVALUATION	LAY-OFF PROVISIONS
Full Lecturer <i>Sample Titles</i> - Master Coach - Clinical Professor - Teaching Professor Associate Lecturer <i>Sample Titles</i> - Senior Coach - Associate Clinical Professor - Associate Teaching Professor Assistant Lecturer <i>Sample Titles</i> - Coach - Assistant Clinical Professor - Assistant Teaching Professor	Career (FT or PT) Contingent – no end date.	Probationary Period of 12 months. Evaluated by Academic Teaching Staff Evaluation Committee (ATSEC).	Provided working notice of not less than 12 months of contract termination. No severance.
	T12 (FT or PT) Appointment period of 12 months to a maximum of 6 years.	Probationary Period of 12 months with appointment period greater than 24 months. Evaluated either by ATSEC or by the Department Chair, as determined by ATSEC.	Provided 3 months' working notice if contract is terminated prior to end date. Provided severance of one month for each full year of service to a maximum of 9 months.
	TR (FT) Appointment period from 24 months to a maximum of 6 years, but where the full-time workload occurs in 8, 9, 10 or 11 months within each year. Staff member may purchase benefits during the inactive period (period of leave without pay).	Probationary Period not required. Evaluated either by ATSEC or by the Department Chair, as determined by ATSEC.	Provided 3 months' working notice to the full-time workload end-date. (e.g., appointment period of July 1 to June 30 with full-time workload occurring from September 1 to April 30, full-time workload end-date is April 30.) No severance.
	Term (FT or PT) Appointment period less than 12 months.	Probationary Period not required. Normally evaluated by the Department Chair, unless ATSEC determines otherwise.	Provided working notice to the end of the appointment period. No severance.

Appendix D.2: Template* Sample Letter of Appointment



[Name] [enter date]

[Address]

Dear [Name]:

On behalf of the Board of Governors, I am pleased to offer you a formal appointment to the academic staff of the University of Alberta in accordance with the terms set forth below. Should you accept this offer, your employment will be governed by the Collective Agreement, including Schedule D for Academic Teaching Staff (ATS), a copy of which can be found at <https://www.ualberta.ca/faculty-and-staff/my-employment/collective-agreements-and-handbooks>. The Agreement may be amended in accordance with its terms, and such amendments are binding upon you.

The specific terms of the appointment offer are:

1. Position Rank: [indicate Assistant Lecturer, Associate Lecturer or Full Lecturer]
2. Position Title: Position Profile attached (✓ one): ☐ Yes ☐ To be Determined
3. Contract Status: Career
4. Department: Faculty:
5. Effective Date:
6. Probationary Period: [Indicate 12 months or N/A]
7. Full-time Equivalent (FTE): [If FT indicate 1.0 and pro-rate if PT, e.g. 0.5]
8. Salary: \$[Indicate FT salary or pro-rated salary if PT] per annum Salary Range:
9. Special conditions, if any: [Include special conditions here or as an attachment]
10. You may be eligible for a non-accountable moving allowance of \$[indicate amount or N/A] in accordance with Article D9.04 and Appendix D.9 of the Agreement.

The return of one signed original copy of this letter to the undersigned will constitute your acceptance of this offer of appointment on the terms hereof.

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

Protection of Privacy: Personal information provided is collected and protected pursuant to Part 1 Division 1, and specifically sections 4(c) and 10, of the *Protection of Privacy Act* (POPA). In accordance with Part 1 Division 2, and specifically sections 12 and 13, of POPA, the collected personal information will be used and disclosed to manage employee records and/or administer academic programs and student services. Certain information will be made available to federal and provincial departments and agencies under appropriate legislative authority. The University of Alberta uses automated systems to generate content and to make decisions, recommendations and predictions. The personal information collected may be included in these automated systems. For further information about the collection, use and disclosure of this information, please contact: Shared Services, 10230 Jasper Avenue, Edmonton, Alberta, T5J 0B2, 780-492-8000.

THIS FORM CONSTITUTES THE ENTIRE CONTRACT OF APPOINTMENT BETWEEN THE APPOINTEE AND THE UNIVERSITY AND NO OTHER WRITTEN OR ORAL CONDITION, QUALIFICATION OR AGREEMENT EXISTS OR IS INCLUDED HEREIN BY REFERENCE HERETO EXCEPT AS HEREINBEFORE SET FORTH.

Yours sincerely,

[Name of Dean or Designate], [Title]

Received by University

ACCEPTANCE

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

Date at _____ (City)

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

Signature

*The parties agree that the Employer will not unilaterally make amendments or deletions to the substantive content of this Letter of Appointment, but may unilaterally make changes required by amendments to legislation or that are considered housekeeping in nature (e.g. updates to referenced links, contact information, and similar). Where an individual Letter of Appointment is in conflict with the Collective Agreement, the Collective Agreement is paramount.

Appendix D.3: University Library Privileges
for Members of the Academic Teaching Staff

APPLICATION OF UNIVERSITY LIBRARY PRIVILEGES UNDER THE ATS AGREEMENT					
	CONTRACT PERIOD as an Employee NORMALLY, FROM: Term Start Date TO: Term End Date	ACCESS from Off-Campus to Licensed Online Library Content as an Instructor FROM: Approximately 2 months prior to the Term Start Date TO: 4 months following the Term End Date	NO ACCESS from Off-Campus to Licensed Online Library Content	On-Campus Access to Licensed Online Library Content	Library Card Borrowing Privileges of 4-Month Loans based on University Staff ONEcard FROM: Contract Period Start Date TO: 14 months after the Start Date
RECURRING APPOINTMENTS	Fall and Winter Terms	Jul 1 to Aug 31 (14 months)	Not applicable: continuous access	Continuous access with active CCID on University Wireless Service (UWS); or at Information and Technology Services (IST) or University Libraries workstations.	Coincides with the 14 month access period and requires University Staff ONEcard. Before the 14 month access period OR in the absence of a new contract after the 14 month access period, an individual may obtain a free borrower card with a 2-week loan period with valid ID at any University Libraries service desk.
	Fall Term	Jul 1 to Apr 30 (10 months)	No access May and Jun		
	Winter Term	Nov 1 to Aug 31 (10 months)	No access Sep and Oct		
	Spring and Summer Terms	Mar 1 to Dec 31 (10 months)	No access Jan and Feb		
	Spring Term	Mar 1 to Oct 31 (8 months)	No access Nov, Dec, Jan, Feb		
	Summer Term	May 1 to Dec 31 (8 months)	No access Jan, Feb, Mar, Apr		
NEW APPOINTMENT	Fall and Winter Terms	Jul 1 to Aug 31 (14 Months)	Not applicable		
	Fall Term	Jul 1 to Apr 30 (10 months)			
	Winter Term	Nov 1 to Aug 31 (10 months)			
	Spring Term	Mar 1 to Oct 31 (8 months)			
	Summer Term	May 1 to Dec 31 (8 months)			

The following relationship definitions exist for ATS Members:

Instructor (INT)

An instructor is someone who is teaching continuing education, graduate or undergraduate course(s) at the University. The instructor relationship is added to the University system once an instructor's employee ID is attached to a class. The start date of the relationship coincides with the date that the course catalogue is released to campus. The end date of the relationship is the end date of the last term that the instructor is attached to a course/courses + 4 months.

Employees (EMP)

An employee is someone who has an employment relationship with the University. All employees will have other simultaneous relationships that further describe their affiliation with the University (e.g., Student or Instructor). The employee relationship is given to all persons that have an active job record in the University system. The start and end date of the relationship coincides with the start and end date of the employment contract.

Access to Licensed Online Library Content

The University Libraries licenses a wide range of electronic journals, e-books, abstracting/indexing databases and numerical databases from commercial vendors. These licenses restrict use of these resources to primary members of the University community, i.e. current University students, faculty and staff (based on valid student or employee numbers). However, University Libraries licenses do permit "walk-in"/on-campus use by guest affiliates and the wider community at public computer stations within the University Libraries or via the UWS.

Remote Access to Licensed Online Library Content

Remote access (from outside the University computing network) to licensed online library content by primary members of the University community requires login to the Library's EZproxy server using a CCID.

The search for information from off campus begins within the University Libraries website at <http://www.library.ualberta.ca>. Ebooks, ejournals, databases, streaming video or audio, etc. can be searched through various services within the website and before being linked through to the content, the searcher will be passed to the Libraries EZproxy service to login with CCID and password.

Library Cards and Borrowing Privileges

ATS Members will use a University Staff ONEcard to borrow Library resources with a 4-month loan period for 14 months from the start date of their employment contract.

Appendix D.4: Conditions for Supplementary Professional Activities (SPA)

1. The authority and approval of SPA is subject to the following conditions:
 - a) The ATS Member shall not compete unfairly with professionals outside the University.
 - b) The SPA shall not infringe upon the University's conflict policy and related procedures and protocols, as amended from time to time.
 - c) The SPA shall conform with the University's related policies, procedures and protocols related to the use of University facilities and staff, as amended from time to time.
 - d) The ATS Member shall indemnify and hold harmless the University from and against any loss, injury or damage which the University may or could suffer arising in any way out of or in relation to such activities. The ATS Member gives this covenant and makes this agreement notwithstanding that the University has participated in such activities by the provision of facilities, space, equipment, or administrative assistance, unless the said loss, injury or damage arises directly from a malfunction of the said facilities or equipment which is not caused by the user thereof; and notwithstanding that the University has participated in such SPA by the provision of students or postdoctoral fellows or the like; and notwithstanding that any formal contract with respect to those SPA has not been negotiated by or approved by the University.
 - e) When engaged in SPA, ATS Members shall not use the name of the University in any way, except as the mailing address, nor shall ATS Members hold themselves as agents of the University when engaged in SPA.
2. SPA shall be taken into account in the evaluation of an ATS Member's performance for Increments and promotion.
3. The following information shall be provided in the ATS Member's annual statement on SPA:
 - a) the category or type of client or affiliation;
 - b) the nature of services performed;
 - c) an estimate of the total time devoted to each SPA; and
 - d) the names and nature of any continuing contractual arrangements with outside organizations.
4. SPA shall represent an integral part of the responsibility to relate theory to practice, thereby enabling teaching and/or teaching-related responsibilities to remain professionally relevant. Routine, repetitive and trivial SPA is discouraged.

Required SPA

5. A Faculty Council may deem SPA, and the maintenance of a professional license, to be essential to the work of the Department and to the progress of an ATS Member's career. In such cases the Dean and Department Chair shall encourage SPA.
6. Where a Faculty Council has deemed SPA to be essential to the work of the Department, the Faculty Council shall recommend to the Board that such SPA be considered as part of the primary University responsibilities. The Board may approve such recommendations on such conditions as it deems appropriate, having regard to 1.a.

Major SPA

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

Reporting Requirements

8. Each ATS Member shall submit an annual statement to the Department Chair and Dean on SPA in the previous year. The Department Chair shall submit their personal statement to the Dean.

9. The period covered by the annual statement and the date on which it is to be submitted may vary from Faculty to Faculty with this decision being made, from time to time, by the Faculty Council.
10. The annual statement may be made in conjunction with the annual report of the ATS Member or it may be a separate statement. Each Faculty Council shall determine, from time to time, which is the appropriate method for that Faculty.
11. Each Faculty Council shall develop the format for the annual statement for that Faculty and submit to the Provost for approval.
12. Decisions reached by a Faculty Council under this Article shall be conveyed, in writing, to the Provost and the Association.

Faculty Regulations

13. Each Faculty Council shall develop regulations with respect to SPA. The regulations and any amendments thereto shall be filed with the Provost and the Association. The regulations shall include:
 - a) The definition of what constitutes major SPA.
 - b) The format for the annual statement of SPA; the determination of the time period covered by the report; the date by which the report is to be submitted and whether the annual statement about SPA shall be included in the annual report.
 - c) Any modifications to the requirement that SPA be taken into account in the evaluation of an ATS Member's performance.
 - d) Whether the time of year, week or day when SPA is performed is important to its approval and reporting.
 - e) Whether the annual statement shall include information about remuneration received from SPA.
 - f) Regulations governing the use of University facilities and staff for SPA including arrangements to reimburse the University for such use.
 - g) What evidence shall be required to ensure the ATS Member has adequate personal liability insurance to indemnify the University against any claims.
 - h) Such additional terms and conditions the Faculty Council may consider necessary; such terms and conditions shall be in addition to and not in contradiction to this Appendix.

Appendix D.5: Salary Schedule

Step on Scale	Academic Teaching Staff - Salary Schedule July 1, 2024 to June 30, 2025 (Reflects an increase of 3%)		
	Assistant Lecturer	Associate Lecturer	Full Lecturer
1.0	\$66,848	\$80,354	\$97,667
2.0	\$69,550	\$83,817	\$101,435
3.0	\$72,252	\$87,280	\$105,203
4.0	\$74,954	\$90,743	\$108,971
5.0	\$77,656	\$94,206	\$112,739
6.0	\$80,358	\$97,669	\$116,507
7.0	\$83,060	\$101,132	\$120,275
8.0	\$85,762	\$104,595	
9.0	\$88,464	\$108,058	
10.0	\$91,166		
11.0	\$93,868		
12.0	\$96,570		
Increment Value	\$2,702	\$3,463	\$3,768

Notes:

- i. A Unit may establish an enhanced salary schedule particular to that Unit, in which case that salary schedule shall apply to the Unit's ATS Members and the Salary Schedule herein shall not apply. A salary schedule that has been established by a Unit on or before the date of ratification shall continue to apply, if it meets the minimum levels specified in the Salary Schedule herein. The establishment of a new salary schedule for a Unit after the date of ratification is subject to the recommendation of the Unit's Senior Administration and the approval of the Provost and AASUA.
- ii. The Salary Schedule applies to all ATS Members, irrespective of whether or not they have obtained a PhD or equivalent. The salary of a Member who has obtained a PhD or equivalent shall be no less than Step 5 on the Assistant Lecturer scale for Full-time or the pro-rated equivalent for Part-time.
- iii. The top Step in each Rank represents the maximum salary for that Rank, with the following two exceptions. Salaries may exceed the top Step where: 1) a salary adjustment is provided in accordance with Article 20 (Salary Adjustment Fund) and/or; 2) a Unit has established an enhanced salary schedule for its ATS Members with a higher top step, in accordance with Note i.

Step on Scale	Academic Teaching Staff - Salary Schedule July 1, 2025 to June 30, 2026 (Reflects an increase of 3%)		
	Assistant Lecturer	Associate Lecturer	Full Lecturer
1.0	\$68,853	\$82,765	\$100,597
2.0	\$71,636	\$86,332	\$104,478
3.0	\$74,419	\$89,899	\$108,359
4.0	\$77,202	\$93,466	\$112,240
5.0	\$79,985	\$97,033	\$116,121
6.0	\$82,768	\$100,600	\$120,002
7.0	\$85,551	\$104,167	\$123,883
8.0	\$88,334	\$107,734	
9.0	\$91,117	\$111,301	
10.0	\$93,900		
11.0	\$96,683		
12.0	\$99,466		
Increment Value	\$2,783	\$3,567	\$3,881

Notes:

- i. A Unit may establish an enhanced salary schedule particular to that Unit, in which case that salary schedule shall apply to the Unit's ATS Members and the Salary Schedule herein shall not apply. A salary schedule that has been established by a Unit on or before the date of ratification shall continue to apply, if it meets the minimum levels specified in the Salary Schedule herein. The establishment of a new salary schedule for a Unit after the date of ratification is subject to the recommendation of the Unit's Senior Administration and the approval of the Provost and AASUA.
- ii. The Salary Schedule applies to all ATS Members, irrespective of whether or not they have obtained a PhD or equivalent. The salary of a Member who has obtained a PhD or equivalent shall be no less than Step 5 on the Assistant Lecturer scale for Full-time or the pro-rated equivalent for Part-time.
- iii. The top Step in each Rank represents the maximum salary for that Rank, with the following two exceptions. Salaries may exceed the top Step where: 1) a salary adjustment is provided in accordance with Article 20 (Salary Adjustment Fund) and/or; 2) a Unit has established an enhanced salary schedule for its ATS Members with a higher top step, in accordance with Note i.

Step on Scale	Academic Teaching Staff - Salary Schedule July 1, 2026 to June 30, 2027 (Reflects an increase of 3%)		
	Assistant Lecturer	Associate Lecturer	Full Lecturer
1.0	\$70,919	\$85,248	\$103,615
2.0	\$73,785	\$88,922	\$107,612
3.0	\$76,651	\$92,596	\$111,609
4.0	\$79,517	\$96,270	\$115,606
5.0	\$82,383	\$99,944	\$119,603
6.0	\$85,249	\$103,618	\$123,600
7.0	\$88,115	\$107,292	\$127,597
8.0	\$90,981	\$110,966	
9.0	\$93,847	\$114,640	
10.0	\$96,713		
11.0	\$99,579		
12.0	\$102,445		
Increment Value	\$2,866	\$3,674	\$3,997

Notes:

- i. A Unit may establish an enhanced salary schedule particular to that Unit, in which case that salary schedule shall apply to the Unit's ATS Members and the Salary Schedule herein shall not apply. A salary schedule that has been established by a Unit on or before the date of ratification shall continue to apply, if it meets the minimum levels specified in the Salary Schedule herein. The establishment of a new salary schedule for a Unit after the date of ratification is subject to the recommendation of the Unit's Senior Administration and the approval of the Provost and AASUA.
- ii. The Salary Schedule applies to all ATS Members, irrespective of whether or not they have obtained a PhD or equivalent. The salary of a Member who has obtained a PhD or equivalent shall be no less than Step 5 on the Assistant Lecturer scale for Full-time or the pro-rated equivalent for Part-time.
- iii. The top Step in each Rank represents the maximum salary for that Rank, with the following two exceptions. Salaries may exceed the top Step where: 1) a salary adjustment is provided in accordance with Article 20 (Salary Adjustment Fund) and/or; 2) a Unit has established an enhanced salary schedule for its ATS Members with a higher top step, in accordance with Note i.

Step on Scale	Academic Teaching Staff - Salary Schedule July 1, 2027 to June 30, 2028 (Reflects an increase of 3%)		
	Assistant Lecturer	Associate Lecturer	Full Lecturer
1.0	\$73,047	\$87,805	\$106,723
2.0	\$75,999	\$91,589	\$110,840
3.0	\$78,951	\$95,373	\$114,957
4.0	\$81,903	\$99,157	\$119,074
5.0	\$84,855	\$102,941	\$123,191
6.0	\$87,807	\$106,725	\$127,308
7.0	\$90,759	\$110,509	\$131,425
8.0	\$93,711	\$114,293	
9.0	\$96,663	\$118,077	
10.0	\$99,615		
11.0	\$102,567		
12.0	\$105,519		
Increment Value	\$2,952	\$3,784	\$4,117

Notes:

- i. A Unit may establish an enhanced salary schedule particular to that Unit, in which case that salary schedule shall apply to the Unit's ATS Members and the Salary Schedule herein shall not apply. A salary schedule that has been established by a Unit on or before the date of ratification shall continue to apply, if it meets the minimum levels specified in the Salary Schedule herein. The establishment of a new salary schedule for a Unit after the date of ratification is subject to the recommendation of the Unit's Senior Administration and the approval of the Provost and AASUA.
- ii. The Salary Schedule applies to all ATS Members, irrespective of whether or not they have obtained a PhD or equivalent. The salary of a Member who has obtained a PhD or equivalent shall be no less than Step 5 on the Assistant Lecturer scale for Full-time or the pro-rated equivalent for Part-time.
- iii. The top Step in each Rank represents the maximum salary for that Rank, with the following two exceptions. Salaries may exceed the top Step where: 1) a salary adjustment is provided in accordance with Article 20 (Salary Adjustment Fund) and/or; 2) a Unit has established an enhanced salary schedule for its ATS Members with a higher top step, in accordance with Note i.

Appendix D.6: Copyright Regulations (2016)

1. Ownership

- 1.1 Pursuant to Article 11.02, a Staff Member who creates a Work resulting from or connected with the Staff Member's duties or employment owns copyright in the Work. However, the University owns or has an interest in Works as provided in paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, 3.1, 5.1, and 5.2 of this Appendix D.6.
- 1.2 For the purposes of this Appendix D.6 and Article 11, "Work" or "Works" means anything in which copyright subsists pursuant to the *Copyright Act* (Canada), whether published or unpublished. For greater certainty, Work includes: architectural works, artistic works, choreographic works, cinematographic works, collective works, dramatic works, literary works, musical works, compilations, performers' performances, sound recordings and communication signals, all as defined in the *Copyright Act* (Canada).
- 1.3 A creator has moral rights in a Work, as provided under the *Copyright Act*. The Parties endorse and support the creator's right to manage those moral rights.
- 1.4 If a Staff Member creates a Work
- (a) in the course of performing administrative or management duties or activities for the University, a Department, or a Faculty, including all units therein associated (e.g., Centres and Institutes); or
 - (b) for the purposes of a committee or group of a Department, Faculty, or the University;
- then the University owns copyright in the Work.
- 1.5 If a Staff Member creates a Work pursuant to a written agreement between the staff member and the University, that agreement shall address the University's arrangement with the Staff Member regarding ownership or other interest in that Work.
- 1.6 If a Staff Member creates a Work under a sponsored research funding agreement with a third party funder, copyright ownership and licensing are governed by the terms of the sponsored research funding agreement. Because the University shall enter into the sponsored research funding agreement with the sponsor, the University has the right to obtain from the Staff Member an assignment or licence of the copyright as necessary to fulfill its obligations to the sponsor under the sponsored research funding agreement. However, the Staff Member cannot unilaterally assign or licence Works that are not wholly owned or created by that Staff Member.
- 1.7 If a Staff Member creates a Work under any other agreement between the University and a third party, including but not limited to a secondment agreement or facility access agreement, copyright ownership and licensing are governed by the terms of the agreement between the University and the third party. To avoid any need for the Staff Member personally to transfer or agree to transfer rights relating to the Work to the third party (which may entail the personal liability of the Staff Member), the University has the right to obtain from the Staff Member an assignment or licence of the copyright as necessary to fulfill its obligations to the third party under the agreement. However, the Staff Member cannot unilaterally assign or licence Works that are not wholly owned or created by that Staff Member.

2. University Licence

General Principles

- 2.1 Subject to paragraphs 2.2 to 2.10 inclusive, the University is and shall be entitled to an immediate, non-exclusive, royalty-free, non-transferable, irrevocable licence to use any Work created or produced by a Staff Member that results from or is connected with the Staff Member's duties or

employment, for all purposes within the University's approved mandate pursuant to the *Post-Secondary Learning Act* (Alberta).

- 2.2 The purposes referred to in paragraph 2.1 include, but are not be limited to, unit accreditation, unit or University marketing, and any not-for-profit activity.
- 2.3 The licence contemplated by paragraph 2.1 does not apply if, as a result of reasonable academic or pedagogical publishing practice, a Staff Member must assign copyright to a Work to a third party as a condition of publication. In such a case, the Staff Member shall make best efforts to cause the third party to provide a licence to the University in relation to the Work, such licence containing terms that are analogous to those described in paragraph 2.1.
- 2.4 The licence contemplated by paragraph 2.1 does not preclude a Staff Member from agreeing with the University to grant any additional licence or other rights in and to a Work to the University.
- 2.5 A Staff Member, reasonably believing that their Work is unsatisfactory for a proposed use due to outdating, incompleteness, negative impact on the professional reputation of the Staff Member, or other academic grounds, may amend the Work or require that its use be withheld.

Limited Exception – Works Created to Fulfill Assigned Course Responsibilities

- 2.6 Except in the cases described in paragraphs 2.7 to 2.10 inclusive, the licence contemplated by paragraph 2.1 does not apply to any Work created by a Staff Member to fulfill assigned course responsibilities under Articles D2.01.2 and D2.02.2.
- 2.7 The licence contemplated by paragraph 2.1 includes those elements of a course outline that set out the information required by General Faculties Council policy, as described in the University Calendar.
- 2.8 If a Staff Member is unable or unavailable to deliver all or part of a course duly assigned to that Staff Member, the University may use the Work described in paragraph 2.6 to complete the delivery of the course. Such a licence will not be irrevocable, but instead will be for the duration of the course in that academic year.
- 2.9 The University may use a Work described in paragraph 2.6 for the purposes of unit accreditation, in connection with transfer credit determinations or as the University may be required to meet its obligations to students.
- 2.10 If a Staff Member is assigned course responsibilities under Article D2.02.2 that entail the preparation of course materials for use in multiple courses or courses taught in multiple sections, the licence contemplated by paragraph 2.1 applies to those materials for a term of 3 years from the date that the materials are last revised by the Staff Member and it shall not be an interference in the creator's moral rights for the University to modify the course materials as required for the purpose of keeping them current.

3. Computer Programs and the University Patent Policy

- 3.1 In addition to this Appendix D.6, the University Patent Policy shall apply to a computer program that is patentable intellectual property.

4. Conflict of Interest and Conflict of Commitment

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

5. Collaborative Works

- 5.1 Works created collaboratively by students, staff, faculty and/or others present special challenges with regard to copyright. Such works may be owned in whole or in part by the University, or the

University may have rights in and to those Works if they fall within one of the categories described in paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, or 3.1 of this Appendix D.6.

- 5.2 Subject to paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, or 3.1 of this Appendix D.6, if a Work is created by a Staff Member and one or more other individuals governed by University collective agreements, policies, and procedures, as between the University and that Staff Member and the individual or individuals, each person's rights and obligations relating to the Work shall be determined by the applicable University collective agreements, policies, and procedures. In the case of some collaborative Works, especially those involving members of different categories of persons within the University community, the parties involved may decide to assign copyright to the University in order to coordinate distribution, use, and (when appropriate) revenue sharing.
- 5.3 If a Work is created by a Staff Member and an individual or individuals who are not subject to University collective agreements, policies, and procedures, ownership of copyright will be decided in accordance with:
- (a) a written agreement between that staff member and that individual or those individuals;
 - (b) a written agreement between the University and another organization; or
 - (c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix D.6 will apply to any interest held by the Staff Member, with the necessary changes.

6. Guidelines

- 6.1 The University may publish guidelines, recommendations, and explanatory notes which shall not form part of this Appendix D.6, to assist Staff Members and others to structure collaborations in ways that maximize certainty and minimize conflicts respecting interests in Works, and to assist in the application or use of this Appendix D.6.

Appendix D.7:

[vacant]

Appendix D.8: Position Profile Template

To be Approved by ATSEC in accordance with Article D6.05.1

POSITION PROFILE

Position Titles: [Teaching Professor]
[Lecturer]
[Coach or Clinical Coach]
[Instructor]
[insert]

Position Rank: [Assistant Lecturer/Associate Lecturer/Full Lecturer]

Contract Status: [Career/ T12/ TR/ Term]
Faculty: [insert]
Department (if applicable): [insert]
Full-time Equivalent (FTE): [If full-time indicate 1.0 FTE and pro-rate if part-time, e.g. 0.5
FTE] Terms Required: [Fall/Winter/Spring/Summer]
Salary Range: [\$] per established Salary Scale
Refer to Articles D6.07 and D6.08 for Increment Eligibility

Reports to: [Chair/Dean in non-departmentalized Faculties]
Evaluated by: Career [ATSEC]
Term 12 [ATSEC or Chair/Dean]
TR [ATSEC or Chair/Dean]
Term - [Chair/Dean]

General Overview

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

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

Research and other scholarly activities and service responsibilities not specifically included in this Position Profile or the supplementary conditions to the letter of appointment, may be amended from year-to-year pursuant to Article D1.03.3. The degree of participation in such responsibilities may vary from staff member to staff member and from time to time.

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

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

Academic and/or Professional Qualifications

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

Skills and Competencies

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

General Responsibilities

Teaching of University Credit Courses

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

Teaching Related Activities

May include but are not limited to:

- Coordinator role in undergraduate program
- Mentoring teaching assistants
- Calling and chairing meetings

Service Contributions

May include but are not limited to:

- Participating in the development of curriculum and design of courses
- Participating in the governance of the University and the Faculty through committee membership
- Disseminating knowledge to the general public by making available their expertise and knowledge of the discipline
- Serving in departmental administrative positions
- Coordinating outreach, dissemination, and collegial activities

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

May include but are not limited to:

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

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

BENEFITS SCHEDULE

<https://www.ualberta.ca/en/human-resources-health-safety-environment/benefits-and-pay/benefits-and-pension/benefits-overview/academic/index.html>

NON-ACCOUNTABLE MOVING ALLOWANCE REGULATIONS

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

The Maximum Grant (\$) values shall be no less than those provided for in the 2020-2024 collective agreement.

Schedule E

TRUST/RESEARCH ACADEMIC STAFF

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Article E1: Appointments

Position Description

- E1.01.1 A Position Description, containing at a minimum the information set out in Appendix E.2, shall form the basis for a position's evaluation by Human Resource Services. The evaluation of the position will result in the establishment of a salary level and salary range for the position in accordance with Article E9.
- E1.01.2 When a position is evaluated, it will be assigned to a job family as outlined in Appendix E.3.
- E1.01.3 A Trustholder may make a request to Human Resource Services for a variation in the salary range for market or recruitment reasons.

Advertising

- E1.02.1 A Trustholder will post vacancies for Trust/Research Academic appointments. These vacancies will be posted on the departmental bulletin board or by the standard means of communication of the Department and also on the University's "Careers" website. For clarity, appointment extensions for incumbent TRAS Members are not considered vacancies and do not have to be posted. For a specific vacancy, the Employer may request, with rationale, an exception to the posting obligation, which shall not be unreasonably denied.
- E1.02.2 Notwithstanding the above, Trustholders must consult with Human Resource Services before beginning the recruitment process if foreign nationals are to be considered within the competition. The hiring unit shall advertise for a minimum of 30 days in CAUT and University Affairs. Advertisements may appear simultaneously in domestic and international media.

Appointment

- E1.03.1 The appointment of a TRAS Member shall be made in accordance with University policies and procedures by the Appointing Officer following a recommendation by the Trustholder. The appointment of a TRAS Member shall be evidenced by the Letter of Appointment containing at a minimum the information set out in Appendix E.1.
- E1.03.2 A TRAS Member will be appointed on a full-time or part-time basis on a:
- a) Fixed-Term Appointment: if a TRAS Member is appointed on a Fixed Term Appointment, the Letter of Appointment will stipulate the appointment's end date. Where circumstances permit, and following a recommendation by the Trustholder, the Appointing Officer may provide a term for the appointment that coincides with the term of the funding source. The Fixed-Term Appointment shall not exceed the term of the funding source unless pre-approved by Human Resource Services.
 - b) Renewable Term Appointment: if a TRAS Member is appointed on a Renewable Term Appointment, the Letter of Appointment will stipulate the length of the original appointment. Following an annual assessment of satisfactory performance, a TRAS Member appointed on this basis, shall have the term of the appointment extended by one year. All Renewable Term Appointments will be reviewed with Academic Staff Administration prior to appointment.
 - c) Career Status Appointment: as permitted by the funding source and where the appointment is to a full-time or part-time position that does not include an appointment period (or a specific end date) but is subject to termination, with one year's notice, in accordance with the following:
 - i. the duties described in the position profile are no longer required;
 - ii. the TRAS Member no longer has the qualifications required to carry out the responsibilities following a change in the position profile; or
 - iii. the funding for the appointment is insufficient or is no longer available.

- E1.03.3 A Letter of Appointment duly executed by the Appointing Officer and the TRAS Member, shall confirm the type of appointment (i.e. Fixed-Term, Renewable Term, or Career Status).
- E1.03.4 The appointment of a TRAS Member shall commence on the date set in the duly executed Letter of Appointment, in accordance with Article E1.03.3.
- E1.03.5 The reappointment of a TRAS with a Fixed-Term Appointment under Article E1.03.2 (a) shall be provided no later than two months prior to the end-date of the current appointment; otherwise, that appointment will expire on the date stipulated in the Letter of Appointment without the need for further notice or pay-in-lieu of notice from the University.
- E1.03.6 Any disagreement between the Trustholder and the Staff Member with regard to reappointment pursuant to Article E1 may be subject to appeal pursuant to the provisions of Article E8.

Special Conditions

- E1.04 A TRAS Member may be appointed with special conditions which are at variance with the terms of this Agreement provided:
- a) Special conditions do not result in a lowering of total earnings or benefits as set out in this Agreement;
 - b) The variations are in writing and are included in or appended to the Letter of Appointment; and
 - c) The variations have been approved in writing by the Provost after consultation with the President of the Association and prior to the offer being made.

Non-accountable Moving Allowance

- E1.05.1 When circumstances permit, a TRAS Member upon appointment may be eligible for a non-accountable moving allowance toward expenses necessarily and reasonably incurred in moving to Edmonton or within the capital region from their place of residence. The allowance, to the maximum specified by the Trustholder, shall be paid upon presentation of an account of expenses supported with appropriate receipts. Regulations governing non-accountable moving allowances shall be established from time to time by the Board after consultation with the Association.
- E1.05.2 A TRAS Member who voluntarily leaves the service of the University before rendering 12 months service shall be required to refund a portion of the non-accountable moving allowance; each month's regular service (exclusive of leave periods) shall be considered as discharging one twelfth of the obligation. In cases where probationary periods are less than 12 months the obligation shall be discharged in a proportionately shorter period.

Article E2: Position Responsibilities

- E2.01.1 Upon appointment, each TRAS Member will receive a written Position Description which has been developed in accordance with Article E1. The Position Description will outline the position responsibilities applicable to the TRAS Member's appointment.
- E2.01.2 The TRAS Member shall be accountable to the Trustholder for the duties outlined in the position description.
- E2.01.3 [Vacant]
- E2.01.4 Any TRAS Member may be appointed with research responsibilities. These responsibilities will be documented in the position description in accordance with the University's "Eligibility to Apply for and Hold Research Funding" Policy. As such, research activity shall be conducted in compliance with the regulations established by the Vice-President (Research) following consultation with the Association and approval by the appropriate University governing bodies. Questions arising from the administration of the regulations shall be in accordance with the provisions of this Agreement.

E2.01.5 [Vacant]

E2.01.6 In the event of a dispute with respect to changes in position responsibilities, a TRAS Member shall have recourse under Article E8.

Position Modifications

E2.02.1 For the purpose of this Article E2, a Position Description is considered modified when a substantial change is made to its terms and conditions, which include:

- a) A reduction in base salary;
- b) A change in full-time or part-time status;
- c) A change in Trustholder; or
- d) A significant or substantial change in position duties.

E2.02.2 A Trustholder considering a position modification must consult with Human Resource Services.

E2.02.3 Prior to formal notice of position modification, a meeting will be arranged including Human Resource Services, the Trustholder, the Association and the affected TRAS Member. The purpose of the meeting is to discuss the details of the modification (specifically the anticipated impact on the TRAS Member) and to explore methods or alternatives which minimize negative impacts on the TRAS Member.

E2.02.4 The Trustholder will provide a TRAS Member with one month formal notice of a position modification. A Trustholder will provide as much informal notice as reasonably possible of the effective date of the position modification.

E2.02.5 If after every attempt is made to resolve concerns and the TRAS Member will not accept the change to the position, the TRAS Member will be laid-off pursuant to Article E10.

Article E3: Basic Conditions

E3.01 A TRAS Member shall be provided appropriate workspace and reasonable access to support services for the discharge of responsibilities.

E3.02 A TRAS Member shall be provided with the University identification card (the ONEcard).

E3.03 A TRAS Member shall be provided with full University library privileges during the course of the appointment.

E3.04 A TRAS Member shall be provided with a computing services ID and password during the course of the appointment.

E3.05 A TRAS Member shall be provided with access to the University Health Centre.

E3.06 A TRAS Member shall be provided with access to University Recreation Services.

Article E4: Delegation

E4.01 The Board confirms delegation of its powers, duties and functions for the performance of its responsibilities contemplated by the terms of the Common Agreement and this Schedule E (with the power to subdelegate as set out in this Article), including responsibilities assigned to a person or committee pursuant to:

- a) Article E1 – Appointments
- b) Article E5 – Probation
- c) Article E6 – Performance Review
- d) Article E7 – Unsatisfactory Performance
- e) Article E8 – Appeals

- f) Article 7 – Discipline
- g) Article E10 – Lay-Off

- E4.02 The authority of any party described in Article E4 to delegate responsibilities under this Article includes the authority to revoke those delegated responsibilities and to exercise those responsibilities directly. The revocation of a delegated responsibility does not nullify decisions, order, directions or recommendations made at the time the delegation of responsibilities remained in effect.
- E4.03 A senior administrator of the University may delegate to another senior administrator of the University or to a TRAS Member any of the responsibilities assigned in the Common Agreement or this Schedule E to the senior administrator, subject to approval in writing by the administrator to whom the senior administrator reports.
- E4.04 The President of the Association may delegate any responsibility to another member of the executive of the Association or to the Executive Director of the Association.
- E4.05 All delegations of responsibility and revocations of delegation under this article shall be in writing.
- E4.06 If, in the Common Agreement or this Schedule E, a decision is to be made by the Association, the decision shall be made by the President of the Association subject to such restriction as the Association, acting in accordance with its bylaws, may determine. Any Association policy which restricts the ability of the President of the Association to act shall be communicated in writing to the Provost.

Article E5: Probation

- E5.01.1 Initial appointments of more than one year shall include a probationary period of 6 to 12 months. The length of the probationary term will be clearly stated in the Letter of Appointment.
- E5.01.2 The inclusion of a probationary period in the Letter of Appointment indicates an obligation on the part of the Trustholder to properly manage the TRAS Member's progress during a probationary period. In this regard, the Trustholder and the TRAS Member shall ensure they each have a clear understanding of the position expectations and standards of performance, in accordance with the Position Description. The Position Description shall not be changed during the probationary period.
- E5.01.3 During the probationary period the Trustholder will provide the TRAS Member with periodic assessments of the TRAS Member's performance, normally occurring at 3-month intervals. If termination during the probationary period is contemplated, the Trustholder will provide written documentation regarding the assessment provided.
- E5.01.4 If the TRAS Member is granted leave during the probationary period, the probationary appointment shall be extended by the duration of such leave or by a longer period of time, unless the Trustholder in approving the leave decides that the extension is not warranted.

Decision at the End of the Probationary Period

- E5.02.1 At least one month prior to the end of a TRAS Member's probationary period the Trustholder shall, in writing, offer the TRAS Member one of the following:
 - a) Confirmation of the appointment;
 - b) Extension of probation for a maximum of an additional 6 months; or
 - c) Termination of the appointment.
- E5.02.2 The TRAS Member may appeal a Trustholder's decision under Article E5.02.1(c) pursuant to the provisions of Article E8.

Termination During Probation

- E5.03.1 A Trustholder may terminate the probationary appointment of a TRAS Member by giving one month's notice, in writing, of such termination. The effective date of the termination shall be one month from the date of notice, but the assignment of responsibilities may cease as of the date of notice.
- E5.03.2 The TRAS Member may appeal a Trustholder's decision under Article E5.03.1 pursuant to the provisions of Article E8.

Article E6: Performance Review

Responsibility for Review of Performance

- E6.01.1 The performance of a TRAS Member shall be reviewed in accordance with this Article E6.
- E6.01.2 Each TRAS member shall submit an annual report to the Trustholder no later than April 1 of the current year. This report will reflect the TRAS Member's performance of the position responsibilities as stated in the Position Description outlined in Article E1. The TRAS member may append additional information appropriate under the circumstances.
- E6.01.3 The Trustholder shall then:
- a) Review the annual report;
 - b) Meet with the TRAS Member to discuss the annual report;
 - c) Review performance and submit an Incrementation recommendation to the appropriate Dean or Vice-President; and
 - d) Provide a copy of the performance review to the TRAS Member together with materials relied upon in making the decision, including a summary of any confidential information.
- E6.01.4 If the Trustholder is on leave, the review may be completed by a designate.
- E6.01.5 The performance review shall be based on the performance of the position responsibilities as stated in the written Position Description.

Opting out of the Annual Performance Review Process

- E6.01.6 Each year, a TRAS Member who has reached the Max Salary for Range pursuant to Appendix E.5 may request to opt out of the annual performance review process as follows:
- a) the TRAS Member shall submit to their Trustholder a one-page report summarizing their accomplishments in the current year, and goals for the next year; and
 - b) the report shall be submitted no later than February 1.
- E6.01.7 If the Trustholder, after review of the report, decides that satisfactory performance has been established, then the opt out request shall be approved and the TRAS Member's performance shall be cited in accordance with Article E6.03 (a).
- E6.01.8 If the Trustholder, after review of the report, decides that satisfactory performance has not been established, then the TRAS member shall be notified in writing that the request for opt-out is denied and that the normal annual performance review process shall be followed. The notification shall be provided no later than March 1.
- E6.01.9 The Trustholder's decision pursuant to Article E6.01.8 shall be final and binding.

Trustholder's Recommendation: Incrementation

- E6.02.1 Each year, the Trustholder shall recommend to the Dean or Vice-President whether a TRAS Member should receive Incrementation based on performance in the preceding year. The recommendation shall be one of the following:
- a) an Increment;
 - b) a portion of Incrementation up to 3.0, which will bring the salary of a TRAS Member to the

- salary maximum of the present salary range for the position;
- c) Incrementation awarded in quarter Increments ranging from 0.50 to 3.00 inclusive;
- d) Zero Increment.

E6.02.2 An incrementation award of less than an Increment is appealable.

Reasons for Zero Increment

- E6.03 If a Trustholder recommends that Zero Increment be awarded to a TRAS Member, the recommendation shall be cited as one of the following:
- a) performance requirements for Incrementation have been met but the maximum for level has been reached;
 - b) that performance requirements for Incrementation have not been met;
 - c) that performance while on authorized leave could not be properly evaluated; or
 - d) that performance is unsatisfactory and unacceptable.

Incrementation in the Year of Appointment

- E6.04.1 A TRAS Member whose appointment takes effect in the period July 1 to October 1, inclusive, is eligible to receive Incrementation on the next following July 1, without proration.
- E6.04.2 A TRAS Member whose appointment takes effect in the period October 2 to June 1, inclusive, is eligible to receive Incrementation on the next following July 1, prorated based on the number of months they will have served by July 1. A TRAS member whose appointment takes effect in the period June 2 to June 30, inclusive, will not be eligible to receive Incrementation on the next following July 1.

Incrementation Decision

- E6.05 By May 30 of each year, the results of the performance reviews shall be forwarded by the Trustholder to the appropriate Dean or Vice-President for Incrementation decision. Prior to June 30, the Dean or Vice-President shall provide a written report to the Provost summarizing the results of the evaluation within the Faculty or Unit for the previous academic year. The report shall list the number of TRAS Members evaluated and the Incrementation decisions.

Appeal

- E6.06 If a TRAS Member disagrees with the decision of the Trustholder to award less than a full Increment, the TRAS Member may appeal the decision pursuant to the provisions of Article E8.

Article E7: Unsatisfactory and Unacceptable Performance

Actions Following the Assessment of "0.0d": Unsatisfactory Performance

- E7.0.0.1 Within 20 days following the assessment of the first (0.0d) to a TRAS Member, at the request of either the Trustholder or the TRAS Member, a meeting will be held with the Trustholder and the TRAS Member. The purpose of the meeting shall be to produce a plan (hereafter referred to as a Performance Improvement Plan) in writing, designed to facilitate improvement in performance, including objectives to be met in the following year. The discussion should include information on any assistance that can be reasonably provided to improve the TRAS Member's performance. Where there is disagreement on the content of the Performance Improvement Plan, the Trustholder will make the determination.
- E7.0.0.2 Subsequent to the development of the Performance Improvement Plan, meetings between the Trustholder and the TRAS Member should be held at least every three months to discuss and document the TRAS Member's progress towards achieving the objectives set out in the Performance Improvement Plan. The Performance Improvement Plan and outcomes shall be appended to the Member's Activities Report for consideration at the Member's next evaluation.

Unsatisfactory and Unacceptable Performance
First Awarding of Zero Increment

- E7.01.1 If the TRAS Member has received Zero Increment due to unsatisfactory and unacceptable performance, the Trustholder must consult with Human Resource Services.
- E7.01.2 A TRAS Member who has a Renewable Term Appointment and who receives an assessment of unsatisfactory and unacceptable performance shall be converted to a Fixed-Term Appointment.
- E7.01.3 Within 10 days following the awarding of Zero Increment or the decision of an appeal under Article E8 confirming Zero Increment, a meeting will be held with the Trustholder, the TRAS Member, Human Resource Services, and a representative of the Association.
- E7.01.4 The purpose of the meeting shall be to make a plan for improvements that the TRAS Member must make to his/her performance in order to reach a level of satisfactory performance the following year.
- E7.01.5 Quarterly meetings will be held between the Trustholder and the TRAS Member to discuss the TRAS Member's progress. A report of these meetings will be forwarded by the Trustholder to the TRAS Member, Human Resource Services, and the Association.
- E7.01.6 A Renewable Term Appointment may be re-established in consultation with Human Resource Services, if after the meetings described in Articles E7.01.3 - E7.01.5 performance is deemed to be satisfactory by the Trustholder.

Second Awarding of Zero Increment

- E7.02.1 Should the TRAS Member receive Zero Increment due to unsatisfactory and unacceptable performance, in the next year, the Trustholder may refer the record of the TRAS Member to Human Resource Services with a recommendation that the TRAS Member be disciplined for unsatisfactory and unacceptable performance.
- E7.02.2 The record of the TRAS Member shall include copies of all material about a TRAS Member including the reports of meetings referred to in Articles E7.01.4 and E7.05.5.
- E7.02.3 The recommendation of the Trustholder shall be filed with Human Resource Services within 20 days of the notification of the awarding of Zero Increment.
- E7.02.4 At the same time, the Trustholder shall provide to the TRAS Member a copy of the materials filed with Human Resource Services.
- E7.02.5 The TRAS Member may submit material to Human Resource Services in response to that submitted under Articles E7.02.1 and E7.02.2 within 15 days of receipt of the materials.
- E7.02.6 Human Resource Services shall offer to meet with the TRAS Member within 20 days of the receipt of the recommendation or within 10 days of the receipt of material under Article E7.02.3. The TRAS Member may be accompanied by the Association but shall not be represented by their own legal counsel at such a meeting.
- E7.02.7 Following any meeting under Article E7.02.6 and any other consultations Human Resource Services chooses to have, the Provost shall, in writing, within 10 days:
 - a) Not approve the recommendation of the Trustholder; or
 - b) Penalize the TRAS Member which may include one or more of the following: by a letter of reprimand; suspension with or without pay; dismissal, or other appropriate penalty (but not a fine or a reduction of salary); stating the effective date of such penalty, or
- E7.02.8 Any decision to penalize the TRAS Member is subject to appeal in accordance with the grievance procedure established in Article 14.

Article E8: Appeals

Definitions

E8.01 In this Article E8:

- a) “Advisor” means the person who will assist the Appellant or the Respondent at the hearing of the appeal. The Appellant or Respondent shall not have their own legal counsel at the hearing;
- b) “Appellant” means the Staff Member who has appealed;
- c) “Chair” means the Chair of the Academic Trust Appeals Committee; and
- d) “Respondent” means the Trustholder whose decision is being appealed.

Academic Trust Appeals Committee Membership

E8.02 Appeals under this Article E8 shall be heard by a committee to be known as Academic Trust Appeals Committee (ATAC), the membership of which shall be:

- a) One person named by the Trustholder;
- b) One person named by the Staff Member; and
- c) One person, who shall chair ATAC, named by the Provost and the President of the Association.

Right to Appeal

E8.03.1 A Staff Member may appeal the following matters in accordance with the provisions of this Article E8:

- a) A dispute with regard to reappointment (Article E1);
- b) A dispute with regard to position responsibilities (Article E2); The failure of a Staff Member to be offered an appointment upon the expiry of the probationary appointment (Article E5.02.1);
- c) The termination of a Staff Member's appointment during the probationary period (Article E5.03.1); and
- d) The awarding of less than an Increment (Article E6 excluding situations described under Article E6.03(a) and (c).

E8.03.2 If a Staff Member disagrees with a decision of the Trustholder on a matter covered by Article E8.03.1, the Staff Member may request a review of the decision:

- a) The Staff Member shall notify the Association that they wish to review the decision within 10 days of receipt of the written decision from the Trustholder.
- b) The Association shall notify Human Resource Services and the Trustholder.
- c) The Association and Human Resource Services shall convene a meeting of the Trustholder, the Staff Member, a representative from the Association and a representative of Human Resource Services to review the decision. This meeting will be convened within 10 days of notification being given to Human Resource Services.
- d) Following the meeting, the Trustholder may confirm the previous decision or alter the decision. The decision of the Trustholder will be provided in writing to all parties (the Staff Member, the Association, Human Resource Services) within 10 days of the meeting.

Pre-hearing procedures

E8.04.1 Within 20 days of the date the decision under E8.03.2 (d) which is being appealed is received by the Appellant, the Appellant may commence an appeal; the Appellant shall file with Human Resource Services and with the Respondent a notice of appeal and detailed written statement which shall include:

- a) The basis on which the appeal is lodged, including a statement of the grounds on which the decision is considered to be inappropriate;
- b) The decision which the Appellant requests ATAC to make; such decision is to be consistent with the powers of ATAC as set out in Article E8.07.3;
- c) A list of those persons whom the Appellant wishes to appear before the ATAC as witnesses;

- d) The name of any Advisor who will accompany the Appellant at the ATAC hearing; and
- e) Such other material as the Appellant considers to be relevant that was not submitted in the proceedings leading to the decision recognizing that ATAC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the Appellant could have presented the material to the Trustholder making the decision.

E8.04.2 As soon as possible after the receipt of notification to Human Resource Services, the members of ATAC shall be named by the parties.

E8.04.3 Within 15 days of the date the material forwarded under Article E8.04.1 is received by the Respondent, the Respondent shall file with Human Resource Services, with a copy to the Appellant, a detailed written statement which shall include:

- a) A statement in reply to the statement and materials submitted by the Appellant under Article E8.04.1;
- b) A copy of all written material relating to the Appellant which was used in reaching the decision being appealed;
- c) A list of those persons whom the Respondent wishes to appear before ATAC as witnesses;
- d) The name of any Advisor who will accompany the Respondent at ATAC hearing;
- e) Such other material as the Respondent considers to be relevant recognizing that ATAC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the party seeking to adduce the evidence could have used it in reaching a decision.

E8.04.4 Notwithstanding the time limits set out in Articles E8.04.1 and E8.04.3, the Chair, on the application of the Appellant or the Respondent, may extend in writing any of the said time limits where the Chair is of the opinion that the application for an extension has a reasonable ground for requesting such extension. The decision of the Chair may be made without a hearing and shall be final and binding.

E8.04.5 The Chair shall determine the time and place for a hearing of the appeal; such hearing is to be held within a reasonable time after all materials have been filed pursuant to Articles E8.04.1 and E8.04.3, but no earlier than 6 weeks after filing of the notice of appeal.

E8.04.6 The Chair shall give at least 10 days written notice of the hearing to the Appellant and the Respondent.

Hearing Procedures

E8.05.1 ATAC shall hold a hearing on the appointed date, time and place, and such hearing shall be restricted by ATAC, Appellant, Respondent and Advisors and such resource personnel as ATAC determines.

E8.05.2 ATAC may accept any oral or written evidence that it, in its discretion, considers proper, whether admissible in a court of law or not.

E8.05.3 ATAC has the right to request additional material and to call and compel attendance of further witnesses.

E8.05.4 ATAC is not bound by rules of evidence or procedures applicable to courts of law.

E8.05.5 Both the Appellant and the Respondent have the right to call and question witnesses, to question one another and to present oral arguments.

E8.05.6 It shall be the responsibility of the Appellant and Respondent to secure the attendance of the witnesses to be called by each.

E8.05.7 The onus of proof, which shall be on the balance of probability, shall be on the Appellant.

E8.05.8 Procedural rulings shall be made by the Chair but are the subject to reversal by majority vote of ATAC.

Post-hearing Procedures

E8.06.1 The decision of ATAC shall be set out in a written statement by the Chair, with reasons, and a copy thereof shall be sent to the Appellant and to the Respondent, Human Resource Services and the Association within two weeks of the conclusion of the hearing.

E8.06.2 The decision of ATAC shall be final and binding.

Jurisdiction of ATAC

E8.07.1 ATAC shall:

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

E8.07.2 If ATAC finds that there has been non-compliance with the procedures of this Agreement in the proceedings it may, nevertheless, dismiss the appeal if it finds the decision to be appropriate.

E8.07.3 Where ATAC allows the appeal, it may:

- a) Award a reappointment;
- b) Confirm position responsibilities;
- c) Award an appointment upon expiry of the probationary appointment;
- d) Allow completion of the probationary period;
- e) Award greater Incrementation; this shall be one of: an Increment; a half Increment, a three quarter Increment; a partial Increment or an alternative citation of Zero Increment (under Article E6.03).

Article E9: Salaries and Benefits

Salaries

E9.01 The salary scale for TRAS Members is set out in Appendix E.5.

Supplementary Health, Dental and Ancillary Benefits

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

E9.02.2 A TRAS Member whose appointment is part-time or is less than 8 months in duration is not eligible to participate in the benefit programs.

E9.02.3 Notwithstanding Article E9.02.2, if a TRAS Member has concurrent, multiple part-time academic research/trust appointments which together constitute a full-time equivalent, the Member TRAS may be eligible for benefits. It is incumbent upon the TRAS Member to inform his/her home Department of any academic employment that would affect the TRAS Member's eligibility for benefits, the cost for which would be pro-rated across Departments.

E9.02.4 Notwithstanding Article E9.02.2, a TRAS Member who has full-time consecutive appointments with no break between them and where the total length of such full-time-appointments satisfies the requirements of Article E9.02., is eligible for benefits under the applicable benefit programs.

E9.02.5 Where Article E9.02.4 applies, the date for eligibility for the extended benefits is the effective date of the subsequent appointment and the premiums paid shall be in accordance with Article E9.02.1, depending on the total length full-time of appointments.

E9.02.6 Notwithstanding Article E9.02.2, in lieu of participation in the benefit programs, the Board shall pay to a TRAS Member an amount equal to 4% of salary.

Professional Expenses

E9.03.1 Effective for new grants on or after July 1, 2026, a full-time TRAS Member whose appointment is for 8 months or longer is eligible to participate in the University's Professional Expense program. Under that program, the University will reimburse the TRAS Member for professional expenses which are not otherwise reimbursed by the University and which relate to the TRAS Member's responsibilities at the University. There is a maximum annual reimbursement rate of \$1400 and, if an appointment is for less than one year, that maximum will be pro-rated on the basis of the number of months of the appointment. There shall be no carryover of unspent PER from one funding source to another or from one grant to the next.

Universities Academic Pension Plan (UAPP)

E9.03 TRAS Members shall participate in the Universities Academic Pension Plan (UAPP).

Vacation

E9.04.1 Each full-time TRAS Member whose term of appointment is for 12 months or longer shall be entitled to an annual vacation of 22 days.

E9.04.2 Each part-time TRAS Member whose term of appointment is for 12 months or longer shall be entitled to a pro-rated annual vacation.

E9.04.3 Each TRAS Member whose appointment is for less than 12 months shall receive pay in lieu of vacation equal to 4% of salary payable.

E9.04.4 Unused vacation time may not be carried forward from year to year without the advance written consent of the Appointing Officer.

E9.04.5 The time of vacation shall be approved by the Trustholder. Disputes concerning vacation time shall be referred to the Appointing Officer and the decision of the Appointing Officer shall be final and binding.

E9.04.6 Salary in lieu of vacation shall not be paid to TRAS Members except as indicated in Article E9.04.3 or in the event that a TRAS Member resigns, retires or is transferred to a new position.

Article E10: Lay-Off

Definitions

E10.01 For the purpose of this Article E10, a lay-off (i.e. termination of employment prior to the end date of the appointment) may result if:

- a) The position is no longer required; or
- b) The responsibilities of the position, or the qualifications required, have changed sufficiently that the TRAS Member no longer has the qualifications required to carry out the responsibilities; or
- c) There has been an adverse material change in the level of funding.

Procedures

E10.02.1 A recommendation that a TRAS Member be laid-off shall be made by the Trustholder who shall provide a copy of the recommendation statement to the TRAS Member, to Human Resource Services and to the Association and who shall offer to meet with the Staff Member to discuss the recommendation. Both the TRAS Member and the Trustholder may be accompanied by an advisor at such a meeting. The Trustholder shall then forward the recommendation to the Appointing Officer unless, as a result of the meeting with the TRAS Member, the Trustholder decides not to proceed with the recommendation.

E10.02.2 Upon receipt of a recommendation under Article E10.02.1, Human Resource Services shall consult with the Association and shall offer to meet with a representative of the Association to consider the recommendation.

E10.02.3 Human Resource Services shall offer to meet with the TRAS, the Trustholder and a representative of the Association and explore with them the options of:

- a) Reassignment; or
- b) Laying off of the TRAS Member.

E10.02.4 Upon completion of the consultation, meetings and exploration of options, Human Resource Services and the Trustholder shall meet and shall make one of the following decisions:

- a) To reject the recommendation for lay-off and confirm the TRAS Member in the TRAS Member's present position; or
- b) To transfer the TRAS Member to another position at the University; or
- c) To lay off the TRAS Member.

E10.02.5 The Appointing Officer shall inform the TRAS Member of the decision in writing with copies to the Association and Human Resource Services.

E10.02.6 Layoff under this Article E10 shall not be considered nor presented as dismissal for cause.

Notice and Pay-in-lieu of Notice

E10.03.1 A 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 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 at the University of Alberta, to a maximum payment of 9 months' salary. Pay-in-lieu of notice shall be pro-rated for partial years of service based on completed months.

E10.03.3 A 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 at the University of Alberta, to a maximum payment of 9 months' salary. Pay-in-lieu of notice shall be pro-rated for partial years of service based on completed months.

E10.03.4 A TRAS Member with a Career Appointment is subject to termination, with one year's notice. If the funding source allows it, instead of the one year's notice, the TRAS Member and the Trustholder may mutually agree that the TRAS Member who will be laid off will receive 3 months' notice of layoff and will receive an additional one month's pay-in-lieu of notice for each year of service at the University of Alberta, to a maximum payment of 9 months' salary. Pay-in-lieu of notice shall be pro-rated for partial years of service based on completed months.

E10.03.5 [Vacant]

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).

Recall

- E10.04 Should a position from which a TRAS Member has been laid-off be reinstated or a position with substantially the same duties as that position be established in the same unit within 12 months of the date on which the previous incumbent was laid-off, the department shall contact the TRAS Member regarding the position. It is the TRAS Member's responsibility to ensure they keep the department up-to-date with contact information.

Appendix E.1: Template* Letter of Appointment



[Name]
[Address]

[Office Name]

[enter date]

Dear [Name]:

I am pleased to offer you a formal appointment to the trust/research academic staff of the University of Alberta in accordance with the terms set forth below. Your employment will be governed by the Collective Agreement, including Schedule E for Trust/Research Academic Staff (TRAS), which can be found at <https://www.ualberta.ca/faculty-and-staff/my-employment/collective-agreements-and-handbooks>. The Collective Agreement may be amended in accordance with its terms and such amendments are binding upon you. As a TRAS member, it is understood that employment for the period listed below is conditional upon the availability of research and/or external funding.

The specific terms of the appointment offer are:

1. Working Title:
2. Department:
3. Faculty:
4. Period of appointment: to
5. Probationary Period: to
6. Appointment type: [fixed/renewable/career status - refer to tip sheet]
7. Full-time/Part-time: FTE
8. Salary: \$ per annum
9. Salary Level/Range: [refer to position evaluation]
10. Job Family (check one and attach position description and evaluation):
 - ☐ Research Academic (indicate position title: ☐ Trust Professional, ☐ Research Associate, or ☐ Other:)
 - ☐ Trust Administrator
 - ☐ Library/Information Professional
11. Special conditions (specify):
12. You may be eligible for a non-accountable moving allowance of \$ in accordance with Article E1.05 of the Agreement.

The return of one signed original copy of this letter to the undersigned will constitute your acceptance of this offer of appointment on the terms hereof.

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

Protection of Privacy: Personal information provided is collected and protected pursuant to Part 1 Division 1, and specifically sections 4(c) and 10, of the *Protection of Privacy Act* (POPA). In accordance with Part 1 Division 2, and specifically sections 12 and 13, of POPA, the collected personal information will be used and disclosed to manage employee records and/or administer academic programs and student services. Certain information will be made available to federal and provincial departments and agencies under appropriate legislative authority. The University of Alberta uses automated systems to generate content and to make decisions, recommendations and predictions. The personal information collected may be included in these automated systems. For further information about the collection, use and disclosure of this information, please contact: Shared Services, 10230 Jasper Avenue, Edmonton, Alberta, T5J 0B2, 780-492-8000.

THIS FORM CONSTITUTES THE ENTIRE CONTRACT OF APPOINTMENT BETWEEN THE APPOINTEE AND THE UNIVERSITY AND NO OTHER WRITTEN OR ORAL CONDITION, QUALIFICATION OR AGREEMENT EXISTS OR IS INCLUDED HEREIN BY REFERENCE HERETO EXCEPT AS HEREINBEFORE SET FORTH.

Yours sincerely,

[Name of Trustholder/Director]
[Department/Institute]

[Name of Chair/Dean]
[Department/Faculty]

Received by University

ACCEPTANCE

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

Dated at _____ (City)

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

Signature

*The parties agree that the Employer will not unilaterally make amendments or deletions to the substantive content of this Letter of Appointment, but may unilaterally make changes required by amendments to legislation or that are considered housekeeping in nature (e.g. updates to referenced links, contact information, and similar). Where an individual Letter of Appointment is in conflict with the Collective Agreement, the Collective Agreement is paramount.

Appendix E.2: Position Description

Faculty/Portfolio	Academic Unit	
Title (e.g. Research Associate, Research Scientist, Trust Professional, Project Manager, Director, Biostatistician)		
Job Family (check one)		
☐ Research Academic ☐ Trust Administrator ☐ Library/Information Professional		
Date Completed	Name of Incumbent (if known)	
POSITION SUMMARY		
Describe the major roles and responsibilities of the position		
KNOWLEDGE, SKILLS AND ABILITIES		
Describe the minimum level of education, experience and skills required for the position		
SCOPE (check one) – determines salary range A, B, or C		
☐ Development Level – position does not require the full level of related experience, knowledge, skills and abilities typically associated with this level of work (as described by the appropriate benchmark).		
☐ Working Level – position requires a typical level of relevant experience in the area for this level of work. The work requires a level of knowledge, skills and competencies commensurate with the duties described above and the appropriate benchmark.		
☐ Senior Level – position requires an expert in the field with experience, skills, knowledge and competencies beyond those typically required by the level of work described by the appropriate benchmark.		
ORGANIZATIONAL CHART (attach or describe below)		
The signatures below indicate that all signers have read and discussed the information in this position description.		
Name of Incumbent (if known)	Signature	Date
Name of Trustholder	Signature	Date
Name of Chair, Dean or Vice-President	Signature	Date

Appendix E.3: Scope of the Agreement

The source of funding under a trust academic job family shall be University restricted funds (e.g. grants, fellowships, directed funding, contingent funding, endowments) and which fall into one of the following academic job families under this Appendix and Article E1.01.2:

- **Research Academic Family:** A Research Academic is a full-time or part-time Staff Member whose duties are to carry out or support high-level, complex, research projects in collaboration with faculty members and other researchers. Duties may include research design, methodology determination, analysis and/or other activities that facilitate the work of the trust unit. Duties may include all phases of data collection and analysis (e.g. clinical trials, test and questionnaire design) and could include such activities as the preparation of proposals for new research activities, the presentation of research findings and/or the preparation of reports and papers. A “Research Scientist” or a “Research Associate” will normally hold a doctoral degree or have equivalent qualifications and experience. A “Trust Professional” shall normally hold a Master’s or professional level degree in a required discipline and hold positions such as speech language pathologist, kindergarten teacher, engineer, and statistician.
- **Trust Administrator Family:** A Trust Administrator is a full-time or part-time Staff Member whose duties are to provide leadership, strategic advice and direction; and is accountable for planning, negotiating, problem solving, risk assessment and prevention, and operational oversight of resources. These positions may include some research responsibilities. Staff Members, in this job family, hold positions which range from Project Manager to trust unit Director. A Trust Administrator shall normally require an academic degree or professional designation.
- **Library/Information Professional Family:** A Library/Information Professional is a full-time or part-time Staff Member who has a degree from an accredited graduate program in library and/or information studies, or an equivalent program, and holds a position outside of the Librarians’ Agreement. These positions will meet the minimum qualifications required for a Librarian position within the University of Alberta Library system.

Appendix E.4: Copyright Regulations (2016)

1. Ownership

- 1.1 Pursuant to 11.02, a Staff Member who creates a Work resulting from or connected with the Staff Member's duties or employment owns copyright in the Work. However, the University owns or has an interest in Works as provided in paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, 3.1, 5.1, and 5.2 of this Appendix E.4.
- 1.2 For the purposes of this Appendix E.4 and Article 11, "Work" or "Works" means anything in which copyright subsists pursuant to the *Copyright Act* (Canada), whether published or unpublished. For greater certainty, Work includes: architectural works, artistic works, choreographic works, cinematographic works, collective works, dramatic works, literary works, musical works, compilations, performers' performances, sound recordings and communication signals, all as defined in the *Copyright Act* (Canada).
- 1.3 A creator has moral rights in a Work, as provided under the *Copyright Act*. The Parties endorse and support the creator's right to manage those moral rights.
- 1.4 If a Staff Member creates a Work
- (a) in the course of performing administrative or management duties or activities for the University, a Department, or a Faculty, including all units therein associated (e.g., Centres and Institutes); or
 - (b) for the purposes of a committee or group of a Department, Faculty, or the University;
- then the University owns copyright in the Work.
- 1.5 If a Staff Member creates a Work pursuant to a written agreement between the Staff Member and the University, that agreement shall address the University's arrangement with the Staff Member regarding ownership or other interest in that Work.
- 1.6 If a Staff Member creates a Work under a sponsored research funding agreement with a third party funder, copyright ownership and licensing are governed by the terms of the sponsored research funding agreement. Because the University shall enter into the sponsored research funding agreement with the sponsor, the University has the right to obtain from the Staff Member an assignment or licence of the copyright as necessary to fulfill its obligations to the sponsor under the sponsored research funding agreement. However, the Staff Member cannot unilaterally assign or licence Works that are not wholly owned or created by that Staff Member.
- 1.7 If a Staff Member creates a Work under any other agreement between the University and a third party, including but not limited to a secondment agreement or facility access agreement, copyright ownership and licensing are governed by the terms of the agreement between the University and the third party. To avoid any need for the Staff Member personally to transfer or agree to transfer rights relating to the Work to the third party (which may entail the personal liability of the Staff Member), the University has the right to obtain from the Staff Member an assignment or licence of the copyright as necessary to fulfill its obligations to the third party under the agreement. However, the Staff Member cannot unilaterally assign or licence Works that are not wholly owned or created by that Staff Member.

2. University Licence

General Principles

- 2.1 Subject to paragraphs 2.2 to 2.10 inclusive, the University is and shall be entitled to an immediate, non-exclusive, royalty-free, non-transferable, irrevocable licence to use any Work created or produced by a Staff Member that results from or is connected with the Staff Member's duties or

employment, for all purposes within the University's approved mandate pursuant to the *Post-Secondary Learning Act* (Alberta).

- 2.2 The purposes referred to in paragraph 2.1 include, but are not be limited to, unit accreditation, unit or University marketing, and any not-for-profit activity.
- 2.3 The licence contemplated by paragraph 2.1 does not apply if, as a result of reasonable academic or pedagogical publishing practice, a Staff Member must assign copyright to a Work to a third party as a condition of publication. In such a case, the Staff Member shall make best efforts to cause the third party to provide a licence to the University in relation to the Work, such licence containing terms that are analogous to those described in paragraph 2.1.
- 2.4 The licence contemplated by paragraph 2.1 does not preclude a Staff Member from agreeing with the University to grant any additional licence or other rights in and to a Work to the University.
- 2.5 A Staff Member, reasonably believing that their Work is unsatisfactory for a proposed use due to outdated, incompleteness, negative impact on the professional reputation of the Staff Member, or other academic grounds, may amend the Work or require that its use be withheld.

Limited Exception – Works Created to Fulfill Assigned Course Responsibilities

- 2.6 Except in the cases described in paragraphs 2.7 to 2.10 inclusive, the licence contemplated by paragraph 2.1 does not apply to any Work created by a Staff Member to fulfill assigned course responsibilities under Articles E2.01.1, E2.01.3 and E2.01.5.
- 2.7 The licence contemplated by paragraph 2.1 includes those elements of a course outline that set out the information required by General Faculties Council policy, as described in the University Calendar.
- 2.8 If a Staff Member is unable or unavailable to deliver all or part of a course duly assigned to that Staff Member, the University may use the Work described in paragraph 2.6 to complete the delivery of the course. Such a licence will not be irrevocable, but instead will be for the duration of the course in that academic year.
- 2.9 The University may use a Work described in paragraph 2.6 for the purposes of unit accreditation, in connection with transfer credit determinations or as the University may be required to meet its obligations to students.
- 2.10 If a Staff Member is assigned course responsibilities under Article E2.01.3 that entail the preparation of course materials for use in multiple courses or courses taught in multiple sections, the licence contemplated by paragraph 2.1 applies to those materials and it shall not be an interference in the creator's moral rights for the University to modify the course materials as required for the purpose of keeping them current.

3. Computer Programs and the University Patent Policy

- 3.1 In addition to this Appendix E.4, the University Patent Policy shall apply to a computer program that is patentable intellectual property.

4. Conflict of Interest and Conflict of Commitment

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

5. Collaborative Works

- 5.1 Works created collaboratively by students, staff, faculty and/or others present special challenges with regard to copyright. Such works may be owned in whole or in part by the University, or the University may have rights in and to those Works if they fall within one of the categories described in paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, or 3.1 of this Appendix E.4.
- 5.2 Subject to paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, or 3.1 of this Appendix E.4, if a Work is created by a Staff Member and one or more other individuals governed by University collective agreements, policies, and procedures, as between the University and that Staff Member and the individual or individuals, each person's rights and obligations relating to the Work shall be determined by the applicable University collective agreements, policies, and procedures. In the case of some collaborative Works, especially those involving members of different categories of persons within the University community, the parties involved may decide to assign copyright to the University in order to coordinate distribution, use, and (when appropriate) revenue sharing.
- 5.3 If a Work is created by a Staff Member and an individual or individuals who are not subject to University collective agreements, policies, and procedures, ownership of copyright will be decided in accordance with:
- (a) a written agreement between that Staff Member and that individual or those individuals;
 - (b) a written agreement between the University and another organization; or
 - (c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix will apply to any interest held by the Staff Member, with the necessary changes.

6. Guidelines

- 6.1 The University may publish guidelines, recommendations, and explanatory notes which shall not form part of this Appendix, to assist Staff Members and others to structure collaborations in ways that maximize certainty and minimize conflicts respecting interests in Works, and to assist in the application or use of this Appendix E.4.

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

Full-time Trust Research Academic Staff

July 1, 2024 to June 30, 2025

(reflects an increase of 3%)

Level	Increment Value	Min Salary for all Ranges	Max Salary for Range A	Max Salary for Range B	Max Salary for Range C
1	\$1,927	\$61,616	\$69,322	\$77,028	\$84,734
2	\$2,453	\$78,419	\$88,230	\$98,040	\$107,850
3	\$2,801	\$89,624	\$100,827	\$112,030	\$123,234
4	\$3,326	\$106,427	\$119,730	\$133,033	\$146,337
5	\$4,132	\$132,202	\$148,731	\$165,261	\$181,791

Full-time Trust Research Academic Staff

July 1, 2025 to June 30, 2026

(reflects an increase of 3%)

Level	Increment Value	Min Salary for all Ranges	Max Salary for Range A	Max Salary for Range B	Max Salary for Range C
1	\$1,984	\$63,465	\$71,402	\$79,339	\$87,276
2	\$2,526	\$80,772	\$90,876	\$100,981	\$111,086
3	\$2,885	\$92,312	\$103,852	\$115,391	\$126,931
4	\$3,426	\$109,619	\$123,322	\$137,025	\$150,727
5	\$4,256	\$136,168	\$153,193	\$170,219	\$187,245

Full-time Trust Research Academic Staff

July 1, 2026 to June 30, 2027

(reflects an increase of 3%)

Level	Increment Value	Min Salary for all Ranges	Max Salary for Range A	Max Salary for Range B	Max Salary for Range C
1	\$2,044	\$65,369	\$73,544	\$81,719	\$89,895
2	\$2,602	\$83,195	\$93,603	\$104,011	\$114,418
3	\$2,971	\$95,082	\$106,967	\$118,853	\$130,739
4	\$3,528	\$112,908	\$127,022	\$141,135	\$155,249
5	\$4,384	\$140,253	\$157,789	\$175,326	\$192,862

Full-time Trust Research Academic Staff

July 1, 2027 to June 30, 2028

(reflects an increase of 3%)

Level	Increment Value	Min Salary for all Ranges	Max Salary for Range A	Max Salary for Range B	Max Salary for Range C
1	\$2,105	\$67,330	\$75,750	\$84,171	\$92,592
2	\$2,680	\$85,691	\$96,411	\$107,131	\$117,851
3	\$3,061	\$97,934	\$110,176	\$122,419	\$134,661
4	\$3,634	\$116,295	\$130,832	\$145,369	\$159,906
5	\$4,516	\$144,460	\$162,523	\$180,585	\$198,648

Schedule F

ADMINISTRATIVE AND PROFESSIONAL OFFICER

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Article F1: Appointments

- F1.01.1 “Administrative and Professional Officer” (or “APO Member”) means a person who has been appointed under this Schedule F in which the APO Member has been or may be granted a continuing position and is a manager or other professional who provides leadership, strategic advice and direction in the organization; and is accountable for planning, negotiating, problem solving, risk assessment and prevention, and/or operational oversight of resources. An APO Member shall normally require an academic degree; professional designation or equivalent related experience.
- F1.01.2 The appointment of an APO Member shall be made by the Vice-President.
- F1.01.3 A letter of appointment, following the example in Appendix F.1, duly executed by the Vice-President and the APO Member, shall confirm the appointment of an APO Member.
- F1.01.4 The appointment of an APO Member shall commence on the date set in the duly executed letter of appointment.

Special Conditions

- F1.02.1 The Provost may appoint an APO Member with special conditions which are at variance with the terms of this Agreement provided:
- a) the variations are in writing and are included in or appended to the letter of appointment; and
 - b) the variations have been approved in writing by the Provost after consultation with the President of the Association and prior to the offer being made.
- F1.02.2 The Provost may approve special conditions which are at variance with the terms of this Agreement and which are agreed to subsequent to the original appointment of an APO Member provided the variations have been recommended by a Supervisor and are approved in writing by the APO Member and the President of the Association.

Effective Dates

- F1.03 An appointment may be made at any time.

Relocation

- F1.04.1 An APO Member, upon initial appointment, may be eligible for the reimbursement of specific relocation expenses necessarily and reasonably incurred in the initial move to work at a University of Alberta campus. Regulations governing relocation shall be established from time to time by the Board after consultation with the Association.
- F1.04.2 An APO Member who voluntarily leaves the service of the University before rendering two years' service shall be required to refund a portion of any relocation expenses paid in accordance with Article F1.04.1.
- F1.04.3 Each month's regular service (exclusive of leave periods) shall be considered as discharging one twenty-fourth of the obligation. In cases where probationary periods are less than two years, the obligation shall be discharged in a proportionately shorter period. If the APO Member is appointed to a Continuing Appointment (i.e., no probationary period), one year's service shall discharge the obligation to the University; if such an APO Member leaves the University prior to having served one year, the obligation shall be reduced proportionally with each month served.

Temporary Excluded appointment

- F1.05 An APO Member who takes a temporary excluded appointment may return to their APO position, if it still exists, at the end of that appointment. If a decision is made regarding the position resulting in the reassignment of duties or layoff, the provisions of Article F10 shall apply at the time of the decision.

Article F2: Establishment and Evaluation of Positions

Employer Responsibility

F2.01 The Employer shall:

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

APO Position Evaluation Process Panel (PEPP)

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

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

F2.02.2 Terms for the members of PEPP, excluding the Chair, shall be limited to a maximum of two three-year terms and shall be overlapping to provide for continuity of experience.

F2.02.3 The responsibilities of PEPP shall be to:

- a) review and approve benchmarks;
- b) at any point, request a position's evaluation be reviewed;
- c) review and approve position evaluation resource materials such as manuals on writing position descriptions;
- d) review and approve the position evaluation procedures; and
- e) provide guidance in the application of the University's APO Position Evaluation Plan (Appendix F.4).

Position Description

F2.03.1 A formal position description shall form the basis for the establishment and evaluation of a position. The Supervisor shall approve the position description in writing. If there is an incumbent in the position when a position description is prepared or amended, the incumbent shall be consulted in its preparation and shall acknowledge in writing such consultation.

F2.03.2 Position descriptions and their associated evaluation points shall be available to the Association, or to an APO Member upon request with reasonable notice. The Employer shall designate a person to act as custodian of position descriptions for this purpose.

F2.03.3 A position description should be reviewed by the Supervisor every 5 years. The position description must be reviewed when the position is vacated prior to it being refilled. If significant changes have occurred and are not reflected in the current position description, a new position description should be completed in accordance with Article F2.03.1 and submitted for evaluation.

Position Evaluation Process

- F2.04.1 A position description shall be evaluated by the Administration upon:
- a) the request of the incumbent APO Member; or
 - b) the request of the Supervisor, Dean, or Vice-President; or
 - c) the request of PEPP; or
 - d) the request of the Associate Vice President (Human Resources, Health, Safety and Environment)
- 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 Associate Vice President (Human Resources, Health, Safety and Environment) with a copy forwarded to the Appellant's Vice-President. Appeals may relate to:
- a) the position failing to be established as an APO position through the position evaluation process, and/or
 - b) the evaluation points assigned to the position.
- F2.05.3 An appeal shall be heard within 60 days of the receipt of the appeal request.

Position Evaluation Appeal Committee (PEAC)

- F2.06.1 The PEAC shall be appointed from a roster which is comprised of:
- a) 5 members appointed by the Provost and agreed to by the Association;
 - b) 5 members appointed by the Association and agreed to by the Provost.
- F2.06.2 Members of PEAC will normally have served on or are currently serving on PEPP.
- F2.06.3 The PEAC will be comprised of 3 members appointed by the Associate Vice President (Human Resources, Health, Safety and Environment) 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 Associate Vice President (Human Resources, Health, Safety and Environment) 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 Associate Vice President (Human Resources, Health, Safety and Environment). 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 Associate Vice President (Human Resources, Health, Safety and Environment) shall make a ruling. If the challenge is upheld, the PEAC member(s) will be replaced with other member(s) appointed by the Associate Vice President (Human Resources, Health, Safety and Environment). If the challenge is not upheld, the PEAC review will proceed with the existing members. The decision of the Associate Vice President (Human Resources, Health, Safety and Environment) 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 Associate Vice President (Human Resources, Health, Safety and Environment) 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 Associate Vice President (Human Resources, Health, Safety and Environment) 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 Associate Vice President (Human Resources, Health, Safety and Environment) 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 Associate Vice President (Human Resources, Health, Safety and Environment) 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 Associate Vice President (Human Resources, Health, Safety and Environment) 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 Associate Vice President (Human Resources, Health, Safety and Environment). Such consent shall not be unreasonably withheld.

Article F3: Position Responsibilities

Regular Responsibilities

- F3.01.1 The responsibilities of an APO Member shall be generally as described in the position description (see Article F2.03.1).
- F3.01.2 An APO Member in a teaching Department may be assigned teaching responsibilities provided that such responsibilities do not represent a majority of the workload.
- F3.01.3 An APO Member shall be accountable to the Supervisor, who may assign specific responsibilities and determine priorities.
- F3.01.4 In the event of a dispute with respect to responsibilities, an APO Member shall have final recourse to the Vice-President.
- F3.01.5 An APO Member shall not be a registered student in courses taught by the same academic unit as that in which the APO Member is employed; exceptions to this rule may be made with the approval of the Dean of the Faculty and the Provost.

Supplementary Responsibility at the University

- F3.02.1 Under certain circumstances, an APO Member may accept responsibilities at the University in addition to regular responsibilities for which the APO Member may receive remuneration additional to regular salary.
- F3.02.2 The Supervisor and the Vice-President shall approve requests for approval of supplementary responsibilities prior to the assumption of the responsibilities.
- F3.02.3 Supplementary responsibilities shall be performed outside regular office hours unless otherwise approved by the Vice-President.

Supplementary Professional Activity Outside the University

- F3.03.1 An APO Member who proposes to engage in supplementary professional activity for another employer or as a consultant or self-employed professional shall inform the Supervisor in writing of such intention.
- F3.03.2 The written permission of the Supervisor is required if:
 - a) the activities will take place during regular University office hours; or
 - b) the activities involve University staff, students or the use of University facilities.
- F3.03.3 If the APO Member expects to involve students, staff or the use of University facilities, the APO Member may be required by the Vice-President to enter into a contract with the University.
- F3.03.4 An APO Member shall not engage in supplementary professional activities which involve a conflict of interest or conflict of commitment with responsibilities to the University.

Article F4: Professional / Educational Leave

Definitions

- F4.00.1 “Base salary” means, for the purposes of this Article F4, the salary set out in the Appointment Letter, excluding market supplements, and as may be increased over time.
- F4.00.2 “Full salary” means, for the purposes of this Article F4, Base salary plus any market supplements.

Eligibility

- F4.01.1 An APO Member may be granted a Professional / Educational Leave in accordance with the procedures described in this Article F4. Such leave is expected to be of benefit to both the APO Member and the University.
- F4.01.2 An APO Member shall be eligible to apply for up to 6 months of leave provided the APO Member has served as an APO Member for 3 years, or after serving 3 years as an APO Member following a previous leave. After 6 years of service following initial appointment as an APO Member, or 6 years of service following a previous leave, an APO Member shall be eligible to be considered for a 12-month leave.
- F4.01.3 A Professional / Educational Leave is granted in order for an APO Member to pursue an educational or professional opportunity. The opportunity will be documented as per the conditions in Article F4.01.4. A leave (subject to the APO Member's eligibility in accordance with Article F4.01.2) may be spread over a number of years. With the exception of Leaves as provided for in the Employment Standards Code, including but not limited to Maternity Leave, Parental Leave, and Medical Leave, Leave periods are not normally counted as service in determining eligibility.
- F4.01.4 Leave shall only be awarded to an APO Member who has a carefully prepared program outlined normally in the Annual Performance Plan section of the APO Member's Performance Review, Evaluation, and Professional Development (PREPD) report.

Application Process

- F4.02.1 The leave application shall include a description of the intended activity during the leave, a statement of the benefit of such activity to the applicant and its value to the University, the duration of the leave, and the location(s) of the APO Member during the leave.
- F4.02.2 The Supervisor will append any comments to the leave application and then forward the application to the Vice-President.
- F4.02.3 Upon receipt of the application and the appended material, the Vice-President shall decide on the application and so advise the APO Member in writing. The decision of the Vice-President is final and binding.

Terms and Conditions

- F4.03.1 If an application for Professional / Educational Leave has been approved, an APO Member shall:
- a) receive a salary of 100% of the APO Member's Full salary.
 - b) be eligible to participate, in full, in the benefit programs as set out in Article 20, with the Board continuing to pay the regular employer costs.
- F4.03.2 The APO Member may receive grants or scholarships or other aid from outside agencies to assist in the financing of the leave program. Receipt of such assistance shall not serve to reduce the level of the leave salary unless the total of the assistance and the leave salary exceed the APO Member's regular salary, in which case the leave salary shall be reduced so that the total of the outside assistance and the leave salary equal the regular full salary.
- F4.03.3 During the leave, the APO Member shall not undertake alternative employment without the advance written approval of the Vice-President.
- F4.03.4 An APO Member shall return to regular duties at the University for 6 months upon completion of the professional / educational leave or, in default thereof, repay to the University an amount equal to 12.5% of the Full salary paid while on professional / educational leave and shall, if requested by the University, sign an agreement to that effect prior to going on professional / educational leave.
- F4.03.5 The APO Member shall submit a report to the Supervisor and the Vice-President on the leave activities within two months of returning from leave.

Article F5: Probation and Continuing Appointment

- F5.01.1 In exercising the responsibility under Article F1.01.2, the Vice-President shall make appointments in accordance with this Article F5.
- F5.01.2 An APO Member shall be appointed to a probationary appointment unless the Vice-President approves a Continuing Appointment.
- F5.01.3 The inclusion of a probationary period in the Letter of Appointment indicates an obligation on the part of the Supervisor to properly manage the APO Member's progress during a probationary period. In this regard, the Supervisor and the APO Member shall ensure they each have a clear understanding of the position expectations in accordance with the job description.
- F5.01.4 The probationary appointment for an APO Member who is appointed for the first time under this Schedule F shall normally be for a period of up to one year. For any subsequent appointment under this Schedule F, an APO Member who has either successfully completed a probationary period or who was not required to serve a probationary period shall not serve another probationary period.
- F5.01.5 [Vacant]
- F5.01.6 If the APO Member is granted leave during the probationary period, the probationary appointment shall be extended by the duration of such leave or by a longer period of time, unless the Vice-President in approving the leave decides that the extension is not warranted.
- F5.01.7 The Supervisor shall keep the APO Member apprised of progress during the probationary period, and shall meet with the APO Member on at least 3 occasions with the first meeting normally occurring within the first 3 months of the probationary period to discuss that progress.

Completion of the probationary period

- F5.02.1 To conclude the probationary period, the Supervisor will take the following action:
- a) For an APO Member who is appointed for the first time under this Agreement and who has a one-year probationary period, the Supervisor shall provide two months' written notice of his/her recommendation, which shall be one of the following:
 - i.) that the APO Member be granted a Continuing Appointment; or
 - ii.) that the probationary appointment be extended by a period not to exceed one year; or
 - iii.) that no further appointment be offered to the APO Member.
 - b) For an APO Member who has a reduced probationary period, the Supervisor shall provide one month's written notice of his/her recommendation, which shall be one of the following:
 - i.) that the APO Member be granted a Continuing Appointment; or
 - ii.) that the probationary appointment be extended by a period not to exceed 6 months; or
 - iii.) that no further appointment be offered to the APO Member.
- F5.02.2 The Supervisor shall forward the recommendation to the Vice-President.
- F5.02.3 The Vice-President shall reach a decision and inform the APO Member in writing prior to the last day of the probationary appointment that:
- a) the APO Member shall be granted a Continuing Appointment; or
 - b) the probationary appointment shall be extended by a period not to exceed one year for an APO Member who has a one-year probationary period or by 6 months for an APO Member who has a reduced probationary period; or
 - c) the probationary appointment shall be terminated and no further appointment shall be offered to the APO Member.

- F5.02.4 Continuing Appointment shall in no sense be the right of an APO Member who has served the time of probation. The performance of the APO Member during probation shall indicate that the APO Member will in future be capable of contributing effectively in the performance of his/her responsibilities to the University.

Termination During Probation

- F5.03.1 During the probationary period, a Supervisor may recommend and the Vice-President may approve the termination of the probationary appointment of an APO Member by giving one month's written notice of such termination. The effective date of the termination shall be one month from the date of notice, but the assignment of responsibilities may cease as of the date of notice.
- F5.03.2 If termination is recommended during, or at the end of probation, the Vice-President shall provide the APO Member with an opportunity to respond before acting on the recommendation. The APO Member may appeal the Vice-President's decision in accordance with Article F8: Appeals.

Termination Entitlements

- F5.04.1 If a Continuing Appointment is not being offered (under Articles F5.02.1 or F5.02.3) to an APO Member whose first appointment to the University is under this Agreement, the APO Member shall receive a severance payment equivalent to two months' salary (less any required deductions). If the probationary period has been extended beyond two years, severance entitlement will be extended on a pro rata basis. The severance payment shall be at the same rate as if the APO Member had continued on staff.
- F5.04.2 If the APO Member is not being offered a Continuing Appointment and he/she has previous continuous service in other appointments with the University, this service shall be taken into consideration in the determination of the severance payment. The APO Member shall receive a severance payment (less required deductions) of one month's salary for each year of continuous employment with a maximum payment of 12 months' salary. Severance shall be based on the salary being earned on the last day of employment.

Article F6: Performance Review, Evaluation and Professional Development

- F6.01.1 The Dean or Vice-President shall promote consistency in the application of standards in the review of all APO Members in their area.

PREPD (Annual or Biennial) Report

- F6.01.2 The Supervisor and the APO Member shall jointly be responsible for ensuring that the APO Member's performance is reviewed in accordance with the APO Member Performance Review, Evaluation and Professional Development system (PREPD) covering the previous review period, where the review period is either a year or two years, as appropriate. Details of the system are outlined in Appendix F.7.
- F6.01.2.1 The review period shall be annual except where the APO Member requests, and the supervisor approves, a biennial review period. Notwithstanding the foregoing, the supervisor's approval shall not be unreasonably denied. A biennial review period shall revert back to annual if the APO member's performance has been cited as unsatisfactory (0(d)) and further provided that, if the APO Member had appealed the decision to APO Appeals Committee (APO AC), such appeal was not upheld.
- F6.01.2.2 An APO Member on a biennial review cycle shall automatically receive the same Incrementation for the 'off' year (i.e. the year in which performance was not reviewed) as received in the preceding year, which is not appealable.
- F6.01.3 The APO Member's PREPD Report is based upon the performance of duties and responsibilities outlined in the Position Description (see Article F2) and the goals and objectives from the annual or biennial performance plan.

- F6.01.4 Each APO Member will complete and submit a PREPD Report for the applicable review period to their Supervisor. The Supervisor will first review the Report, meet with the APO Member to discuss the Report, and provide written commentary on the performance of the APO Member. The APO Member will have an opportunity to provide commentary on the Report and will sign to acknowledge that they have received and read the document.
- F6.01.5 The Supervisor shall provide a copy of the final performance review to the APO Member, together with any materials relied upon in making the recommendation, including a summary of any confidential information. This information will be summarized with sufficient detail that the APO Member can identify and respond to the issues raised.
- F6.01.6 The Supervisor shall submit a summary of the performance review and Incrementation recommendation in accordance with Articles F6.02 and F6.03, to the appropriate Dean or Vice-President. After reviewing the summary and recommendation, the Dean or Vice-President shall submit their recommendations to the Provost for review and approval.
- F6.01.7 Once the Incrementation decisions are approved by the Provost, the APO Member shall be informed of the decision in writing.
- F6.01.8 Evaluating performance for approved leaves: when total periods of leave (for example, Maternity Leave, Parental Leave, and Medical Leave) are for less than 50% of a performance review period, the performance of the APO Member will be extrapolated to the full review period.
- F6.01.9 When periods of leave (single leave or combination of leaves) total 50% or more of a performance review period, these time periods will not be considered in the evaluation of performance and Article F6.03.1(c) shall apply for the purposes of evaluation. Notwithstanding, an APO Member may request the Supervisor take into account activities while on a leave for 50% or longer of a performance review period. The onus shall be on the APO Member in material appended to the PREPD Report to demonstrate to the Supervisor why such activity should be recognized.
- F6.01.10 Incrementation is awarded for meritorious performance and is not in any way automatic nor based on years of service.

Supervisor's Recommendation: Incrementation

- F6.02.1 Each review period, 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 review period. 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) an Increment;
 - b) a portion of Incrementation up to 3.0, which will bring the salary of an APO Member to the salary maximum of the APO Member's present rank;
 - c) Incrementation awarded in quarter Increments ranging from 0.50 to 3.00 inclusive;
 - d) Zero Increment.
- F6.02.2 An incrementation award of less than an Increment is appealable.

Reasons for Zero Increment

- F6.03.1 If the Supervisor, or the Dean or Vice-President, recommends that Zero Increment be awarded to an APO member, or if the Provost decides that Zero Increment be awarded to an APO Member, in any case, the decision shall be cited as one of the following:
- a) performance requirements for an Increment have been met but the maximum salary for the position has been reached;
 - b) that performance requirements for Incrementation have not been met;
 - c) that performance while on authorized leave could not be properly evaluated; or
 - d) that performance is unsatisfactory.
- F6.03.2 If a Supervisor plans to recommend Zero Increment for an APO Member under Article F6.03.1 (d), the Supervisor must consult with Human Resource Services prior to making the recommendation. (See Article F7 for further action)

Incrementation in the Year of Appointment

- F6.04.1 An APO member whose appointment takes effect in the period April 1 to July 1, inclusive, is eligible to receive Incrementation on the next following July 1.
- F6.04.2 An APO member whose appointment takes effect in the period July 2 to December 31, inclusive, is eligible to receive Incrementation on the next following July 1, prorated on the number of months they will have served by March 31. An APO Member whose appointment takes effect in the period January 1 to March 31, inclusive, will not be eligible to receive Incrementation on the next following July 1.

Article F7: Unacceptable Performance

Actions Following the Assessment of “0.0d”: Unsatisfactory Performance

- F7.0.0.1 Within 20 days following the assessment of the first (0.0d) to an APO Member, at the request of either the Supervisor or APO Member, a meeting will be held with the Supervisor and the APO Member. The purpose of the meeting shall be to produce a plan (hereafter referred to as a Performance Improvement Plan) in writing, designed to facilitate improvement in performance, including objectives to be met in the following year. The discussion should include information on any assistance that can be reasonably provided 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.
- F7.0.0.2 Subsequent to the development of the Performance Improvement Plan, meetings between the Supervisor and the APO Member should be held at least every three months to discuss and document the APO Member's progress towards achieving the objectives set out in the Performance Improvement Plan. The Performance Improvement Plan and outcomes shall be appended to the Member's Activities Report for consideration at the Member's next evaluation.

Unsatisfactory and Unacceptable Performance First Awarding of Zero Increment

- F7.01.1 Within 20 days following the awarding of Zero Increment or the decision of an appeal under Article F8 confirming Zero Increment (Article F6.03.1(d)), a meeting will be held with the Supervisor, the APO Member, a representative of Human Resource Services, and a representative of the Association. The purpose of the meeting shall be to produce a plan for improvements (hereafter referred to as a Performance Improvement Plan) that the APO Member must make to their performance which will allow them to reach a level of satisfactory performance the following year. The discussion should include any assistance that can be reasonably provided by the Employer to improve the APO Member's performance. Where there is disagreement on the content of the Performance Improvement Plan, the Supervisor will make the determination.
- F7.01.2 Meetings between the Supervisor and the APO Member will be held to discuss the APO Member's progress towards achieving the objectives set out in 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 Zero Increment

- F7.02.1 Within 20 days of receiving Zero Increment due to unsatisfactory performance at the end of the next academic year, or if the APO Member has been awarded no Increment due to unsatisfactory performance in any of the previous two years, the Supervisor will refer the record of the APO Member, along with the recommendation for imposing one of the penalties under Article F7.02.7, to the Dean or Vice-President and to Human Resource Services.
- F7.02.2 The record of the APO Member shall include copies of all evaluation material regarding the APO Member including the reports of meetings referred to in Articles F7.01.
- F7.02.3 At the same time, the Supervisor shall provide to the APO Member and the Association a copy of the materials described in Article F7.02.1.

- F7.02.4 The APO Member may submit material to the appropriate Dean or Vice-President in response to that submitted by the Supervisor under Article F7.02.1 within 15 days of receipt of the materials.
- F7.02.5 The Dean or Vice-President shall offer to meet with the APO Member within 20 days of the receipt of the recommendation for penalty under Article F7.02.7. The Dean or Vice-President may be accompanied by an Administration Advisor and the APO Member may be represented by the Association but shall not be represented by their own legal counsel at such a meeting.
- F7.02.6 Following any meeting under Article F7.02.5 and any other consultations the Dean or Vice-President chooses to have, the Provost shall, in writing, within 10 days choose one of the following actions:
- a) not approve the recommendation of the Supervisor; or
 - b) approve the recommendation of the Supervisor, and their recommended penalty under Article F7.02.7 or
 - c) approve the recommendation of the Supervisor but substitute impose a different penalty other under Article F7.02.7.
- F7.02.7 The penalty referenced in Articles F7.02.1 and F7.02.6 may include one or more of the following: by a letter of reprimand; suspension with or without pay; dismissal, or other appropriate penalty (but not a fine or a reduction of salary); stating the effective date of such penalty.
- F7.02.8 Any decision to penalize the APO Member is subject to the grievance procedure established in Article 14.

Article F8: Appeals

Definitions

- F8.01 In this Article F8:
- a) "Advisor" means the person who will advise the Appellant or the Respondent at the hearing of the appeal. The Appellant or Respondent shall not have their own legal counsel at the hearing;
 - b) "Appellant" means the APO Member who has appealed;
 - c) "Chair" means the Chair of The Appeals Committee; and
 - d) "Respondent" means the person whose decision is being appealed.

Right to Appeal

- F8.02.1 An APO Member may appeal the following decisions in accordance with the provisions of this Article F8:
- a) that an APO Member probationary appointment be terminated under Article F5.03.1; The termination of a Staff Member's appointment;
 - b) that an APO Member not be offered a Continuing Appointment upon the expiry of the probationary appointment (Article F5.02.1);
 - c) that an APO Member has received less than an Increment when his/her present salary is at least one Increment less than the maximum (Article F6.02.1).
- F8.02.2 Appeals under this Article F8 shall be heard by a committee to be known as APO Appeals Committee (APO AC) established under Article F8.03.1.
- F8.02.3 An Appellant has 20 days from the date of decision (of the type referred to under Article F8.02.1) to commence an appeal; the Appellant shall file with the Associate Vice President (Human Resources, Health, Safety and Environment) and with the Respondent a detailed written statement which shall include:
- a) the basis on which the appeal is lodged (under Article F8.02.1), including a statement of the grounds on which the decision is considered to be inappropriate;
 - b) the decision which the Appellant requests APO AC to make, such decision to be consistent

- with the powers of APO AC as set out in Article F8.05.3;
- c) a list of those persons whom the Appellant wishes to appear before APO AC as witnesses;
- d) the name of any Advisor who will accompany the Appellant at the APO AC hearing; and
- e) such other material as the Appellant considers to be relevant that was not submitted in the proceedings leading to the decision recognizing that APO AC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the Appellant could have presented the material to the person making the decision.

F8.02.4 As soon as reasonably possible after the receipt of appeal documents by the Associate Vice President (Human Resources, Health, Safety and Environment), the members of the APO AC shall be named in accordance with Article F8.03.1 by the parties.

The APO Appeals Committee (APO AC)

F8.03.1 The membership of APO AC shall be:

- a) one person named by the Respondent; but not from the same unit as the Respondent.
- b) one person named by the Appellant; but not from the same unit as the Appellant.
- c) one person, who shall chair APO AC, named by the Provost and the President of the Association.

F8.03.2 Within 15 days of the date the material forwarded under Article F8.02.3 is mailed to the Respondent, the Respondent shall file with the Associate Vice-President (Human Resources, Health, Safety and Environment), with a copy to the Appellant, a detailed written statement which shall include:

- a) a statement in reply to the statement and materials submitted by the Appellant under Article F8.02.3;
- b) a copy of all written material relating to the Appellant which was used in reaching the decision being appealed;
- c) a list of those persons whom the Respondent wishes to appear before APO AC as witnesses;
- d) the name of any Advisor who will accompany the Respondent at APO AC hearing;
- e) such other material as the Respondent considers to be relevant recognizing that APO AC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the party seeking to adduce the evidence could have used it in reaching a decision.

F8.03.3 Notwithstanding the time limits set out in Articles F8.02.3 and F8.03.2, the Chair, on the application of the Appellant or the Respondent, may extend in writing any of the said time limits where the Chair is of the opinion that the application for an extension has a reasonable ground for requesting such extension. The decision of the Chair may be made without a hearing and shall be final and binding.

F8.03.4 The Chair shall determine the time and place for a hearing of the appeal, such hearing to be held within a reasonable time after all materials have been filed pursuant to Articles F8.02.3 and F8.03.2, but no earlier than 6 weeks after filing of the notice of appeal.

F8.03.5 The Chair shall give at least 10 days' written notice of hearing to the Appellant and the Respondent.

Hearing Procedures

F8.04.1 APO AC shall hold a hearing on the appointed date, time and place, and such hearing shall be restricted to APO AC, Appellant, Respondent and Advisors and such resource personnel as APO AC determines.

F8.04.2 APO AC may accept any oral or written evidence that it, in its discretion, considers proper, whether admissible in a court of law or not.

F8.04.3 APO AC has the right to request additional material and to call and compel the attendance of further witnesses.

- F8.04.4 APO AC is not bound by rules of evidence or procedures applicable to courts of law.
- F8.04.5 Both the Appellant and the Respondent have the right to call and question witnesses, to question one another and to present oral arguments.
- F8.04.6 It shall be the responsibility of the Appellant and the Respondent to secure the attendance of the witnesses to be called by each.
- F8.04.7 The onus of proof, which shall be on the balance of probability, shall be on the Appellant.
- F8.04.8 Procedural rulings shall be made by the Chair but are subject to reversal by majority vote of APO AC.

Jurisdiction of APO AC

- F8.05.1 APO AC shall:
- a) allow the appeal if it finds the decision to have been inappropriate based on the evidence before it; or
 - b) dismiss the appeal.
- F8.05.2 If APO AC finds that there has been non-compliance with the procedures of this Agreement in the proceedings it may, nevertheless, dismiss the appeal if it finds the decision to be appropriate.
- F8.05.3 Where APO AC allows the appeal, it has the power to:
- a) continue the probationary appointment (in the case of an appeal of a decision to terminate a probationary appointment under Article F5.03.1);
 - b) award such an appointment or to extend the probationary period by an appropriate period of time to a maximum of one year (in the case of an appeal of a decision not to offer a Continuing Appointment upon the termination of a probationary period);
 - c) award an Increment which is greater than that awarded (in the case of an appeal of a decision to award less than a single Increment).

Post-hearing Procedures

- F8.06.1 The decision of APO AC shall be set out in a written statement by the Chair, with reasons, and a copy thereof shall be sent to the Appellant and to the Respondent within two weeks of the conclusion of the hearing.
- F8.06.2 The decision of APO AC shall be final and binding.
- F8.06.3 All written materials are to be returned to the Associate Vice-President (Human Resources, Health, Safety and Environment) and destroyed 6 weeks from the date of decision. The Appellant and Respondent retain their materials.

Article F9: Salaries and Benefits

- F9.01.1 The salary range for APO Members is set out in Appendix F.8.
- F9.01.2 A salary range shall be established for each position, with the salary range being a function of the evaluation points (Article F2.01 b)) and the following:
- a) The salary equation shall follow the formula:

$$y = mx + b;$$
 where y = the mid-point salary
 m = the dollar value per evaluation point;
 x = the number of evaluation points assigned to the position; and
 b = the dollar constant for all evaluation points
 - b) The basic salary range for an APO position shall be from: a minimum annual salary = 0.80 (mid-point salary) to a maximum annual salary = 1.265 (mid-point salary).

- c) The basic salary range for a position shall provide for a series of 14 Increments in which the value of each Increment is equal to the basic maximum annual salary less the minimum annual salary divided by 14.
- d) There are two Increments added to the top of each salary range. These Increments are not included in the calculation of the mid-point under Article 20.01 (a) and are not considered part of the basic salary range. However, the Increments will be of the same value as those calculated under Article F9.01 c).

Supplementary Health, Dental and Ancillary Benefits

F9.02 An APO Member is eligible to participate in the University benefit programs applicable to APO Members.

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

F9.03.1 APO Members shall participate in the Universities Academic Pension Plan (UAPP).

F9.03.2 APO Members are eligible to participate in the Academic Supplementary Retirement Plan (ASRP).

Vacation

F9.04.1 Each APO Member shall be entitled to an annual vacation in accordance with the following table:

Service Completed	Days of Vacation
less than 10 years	22
at least 10 years but less than 20 years	25
20 years or more	30

F9.04.2 Unused vacation time may not be carried forward from year to year without the advance written consent of the Vice-President. Salary in lieu of vacation shall be paid (in accordance with Article 20) only to APO members who have resigned, retired or been transferred to a new position.

F9.04.3 A resigning APO Member shall receive, on resignation, an amount in lieu of vacation time not taken, but such an amount shall not normally exceed one year's vacation entitlement. The amount shall be based on the salary rate as of the effective date of the resignation.

Article F10: Reorganization

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 service, prorated for partial years of service based on completed months, with a minimum payment of 3 months' salary and a maximum payment of 12 months' salary. The effective date of the lay-off and the date for determining length of service and rate of salary shall be the last day of the notice period under Article F10.04.1.

F10.04.3 During the notice period, the APO Member shall perform such duties as may be assigned or be placed on leave with full pay or be required to take any accumulated vacation, or a combination of the foregoing; after discussion with the APO Member, the Supervisor shall decide which of the foregoing shall apply.

F10.04.4 Severance shall normally be paid in a lump sum. An APO Member may request an alternative payment which may be arranged subject to applicable tax regulations and the approval of the Vice-President.

F10.04.5 The University shall provide placement and job transition assistance to a laid-off APO Member, at University expense, subject to certain maxima and time limits. Guidelines are in Appendix F.5.

Recall

F10.05 Should a position from which an APO Member has been laid-off be reinstated or a position with substantially the same duties as that position be established in the same unit within 24 months of the date on which the previous incumbent was laid-off, the previous incumbent shall be offered the position. If such a situation occurs between 24 and 48 months, the previous incumbent shall be informed of the vacancy and invited to apply for the position.

Article F11: Financial Emergency

Preamble

F11.01 The Board and the Association recognize that disruptions in the University's operating revenue may occur which may affect academic staffing. In such circumstances the procedures of this Article F11 shall be followed.

Definitions

F11.02 In this Article:

- a) "Financial Emergency" means a condition in which the continued existence of the University of Alberta is placed in jeopardy by a deficit which has occurred or is predicted and projections show continuing deficits.
- b) "VSIP" means a voluntary severance incentive plan.
- c) "Savings" means the annual cost of salary and benefits deleted from the operating budget when an APO Member's position is deleted.
- d) "APC" means the Academic Planning Committee of GFC (or any successor committee with the same general responsibilities).
- e) "Eligible staff members" means APO Members who have 12 years or more of service at the University of Alberta on the date of termination under the VSIP (F11.04.12).

Financial Emergency Procedures

F11.03.1 When the President is of the view that Financial emergency conditions exist, the President shall invite representatives of the Association to a meeting to discuss the University's financial circumstances, providing them information supporting that view.

F11.03.2 The Association shall have up to 10 days to respond to the President and a second meeting between the President and representatives of the Association shall be convened to discuss that response.

F11.03.3 If, following the meeting under Article F11.03.2, the President concludes that a financial emergency exists; the President shall initiate the procedures of this Article F11.

F11.03.4 If the Association does not meet under Articles F11.03.1 and F11.03.2, the President may nevertheless initiate the procedures.

F11.03.5 Concurrent procedural streams shall be initiated by the President: (a) a voluntary severance incentive plan (VSIP), (F11.04); and (b) determination of whether or not there is a Financial emergency (F11.05 - AF11.06).

VSIP

F11.04.1 An Eligible staff member may apply for severance under the VSIP, such application to be in accordance with the procedures of Articles F11.04.8 - F11.04.11.

F11.04.2 The amount of the severance shall be 12 months salary of the individual on the date of severance, but shall not be greater than the total salary payable between the date of application and the date of normal retirement.

F11.04.3 [Vacant]

F11.04.4 [Vacant]

F11.04.5 The President shall announce implementation of the VSIP immediately following the decision under Article F11.03.3.

F11.04.6 When announcing the VSIP, the President shall, after consultation with the Association, advise of the amount of Savings predicted through the VSIP.

- F11.04.7 Based on the predicted Savings under Article F11.04.5, the President shall allocate to each Vice-President the number of applications which may be accepted for a VSIP severance payment. Such allocations shall be made following consultation with the Association. The total of such accepted applications shall be sufficient to allow the necessary Savings to be met. Each Vice-President may identify certain APO Members who are ineligible to apply when the Vice-President determines that the positions so identified are necessary for the continued operation of the University notwithstanding the financial emergency and those APO Members shall be informed of the decision before the applications are invited.
- F11.04.8 An Eligible staff member may apply for a VSIP payment to the Vice-President within the time limit set under F11.04.10.
- F11.04.9 The Vice-President is authorized to approve such applications provided the allocations under Article F11.04.7 are honored.
- F11.04.10 If applications exceed the number allocated to the Vice-President, persons with the greatest number of years of service as a Staff Member shall be approved first.
- F11.04.11 Applications for VSIP payments must be submitted no later than 3 days following the submission of the report by the Commission (under Article F11.05.11) or 30 days from its establishment (under Article F11.05.4), whichever is the later.
- F11.04.12 The termination date for an APO Member who has been approved for a VSIP shall be no earlier than 3 months after the deadline for applications (under Article F11.04.11) with the specific termination date to be determined by the Vice-President.

Determination of Financial Emergency

- F11.05.1 The President shall, as soon as possible following the decision under Article F11.03.3, submit a proposal regarding Financial Emergency to APC for its consideration; the Association shall have the right to submit a statement to APC and to send one or two observers (voice but no vote) to APC meetings at which this matter is discussed.
- F11.05.2 If, after consideration, APC concludes that a Financial Emergency exists, it shall so declare. From the date of the declaration, the procedures specified hereafter in this Article F11 shall apply. The declaration shall be issued within 10 days following receipt of the President's proposal.
- F11.05.3 Within 5 days following the declaration under Article F11.05.2, APC shall forward to the Association a copy of all financial documentation which was before APC.
- F11.05.4 Within 10 days following the declaration under Article F11.05.2, the President and the Association shall establish a Commission which shall review the declaration of APC and either (a) confirm it or (b) reject it. At the same time, the President and Association shall jointly invite submissions to the Commission.
- F11.05.5 The Commission established under Article F11.05.4 shall consist of 5 persons agreed upon by the President and the Association. If the President and the Association cannot agree on the 5 persons, either party may apply to the Auditor-General of Alberta who shall select the persons needed to fill the membership on the Commission.
- F11.05.6 If either party fails to undertake its responsibility under Article F11.05.4, then the other may select the members of the Commission.
- F11.05.7 The Commission shall select its own chair from among its 5 members.
- F11.05.8 The Commission shall have the right to inspect relevant University financial records.
- F11.05.9 The Commission shall meet within 10 days of the appointment of its last member.

- F11.05.10 Without restricting the generality of its authority and responsibilities, the Commission shall consider the following:
- a) whether the University's financial position (as evidenced from the total budget and not just the academic or salary components thereof) constitutes a budgetary crisis such that deficits projected are expected to continue;
 - b) whether in view of the primacy of academic goals at the University the reduction of academic staff is a reasonable type of cost-saving;
 - c) whether all reasonable means of achieving cost-saving in other areas of the University budget have been explored;
 - d) whether all reasonable means of improving the University's revenue position have been explored; and
 - e) whether enrolment projections are consistent with a proposed reduction in the academic staff complement.
- F11.05.11 Within 30 days of its establishment, the Commission shall submit a written report to the Board, with a copy to the Association and to APC.
- F11.05.12 If the Commission determines that a Financial emergency exists, its report shall include a recommendation on the amount of the reduction required in the budgetary allocation for the salaries and benefits of Staff Members.
- F11.05.13 Within 10 days following the submission of the report by the Commission, the Board shall consider whether or not a Financial Emergency exists and, following such consideration, it shall make a decision on the matter. In its consideration the Board shall take into account any Savings which are expected through the VSIP under Article F11.04.

Implementation of Financial Emergency

- F11.06.1 If the Board declares that a state of Financial emergency exists, it shall:
- a) estimate the amount required for reductions in salaries and benefits of APO members after application of the Savings;
 - b) place a freeze on the hiring of Staff Members, with exceptions to the freeze to be agreed to by the Association;
 - c) discuss with the Association possibilities of achieving the reductions required, with such discussions to be completed within 10 days of the Board's declaration under Article F11.05.13.
- F11.06.2 If the discussions with the Association under Article 11.06.1 (c) do not result in agreement on a method of reduction, the Board shall, within 10 days following such discussions, provide the Association with at least two possible methods of achieving the required reductions:
- a) through a reduction in salaries and salary scales for all APO Members applied in an equal percentage to all APO Members; or
 - b) through the lay-off of APO Members; or
 - c) at the Board's discretion, through a third option.
- F11.06.3 In order to prepare for the possibility of lay-off, the Vice-Presidents shall prepare estimates of the number of lay-offs expected in the units reporting to each Vice-President. Information about the estimates shall accompany the ballot for choosing among the options in Article F11.06.2.
- F11.06.4 If the APO Members opt for Article F11.06.2 (b) or F11.06.2 (c) (with lay-offs), each Vice-President shall determine the specific APO Members to be laid-off.
- F11.06.5 The Vice-President shall advise the APO Members affected, in writing, with a copy to the Association.
- F11.06.6 Severance and notice for APO Members who are laid-off under Article F11.06.4 shall be the same as for those who are laid-off under Article F10. The termination date shall be not earlier than 3 months after the deadline for application under Article F11.04.11 (which shall be the equivalent of the notice period) but the specific date should be determined by the Vice-President.

- F11.06.7 The Board's proposals under Article F11.06.2 shall be put to a vote of APO Members, with such a vote to be completed within 20 days of the Board's submission under Article F11.06.2. If more than two options are provided, the vote shall be by preferential ballot.
- F11.06.8 The vote of the APO Members under Article F11.06.7 shall be final and binding upon the Board, the Association and the APO Members.
- F11.06.9 Any changes to salaries/salary scales and benefits of APO Members resulting from application of Articles F11.06.1 - F11.06.8 shall be made notwithstanding the provisions of Articles 2.12 - 2.20 for the time specified in the proposals under Articles F11.06.1 - F11.06.8.

Exclusion

- F11.07 APO Members whose appointments are contingent upon continued funding of salary and benefits from an external granting agency (also called "soft tenure") are not covered by this Article F11.

Article F12: Delegation

- F12.01 The Board confirms delegation of its powers, duties and functions for the performance of its responsibilities contemplated by the terms of the Common Agreement and this Schedule F (with the power to subdelegate as set out in this Article), including responsibilities assigned to a person or committee pursuant to:
- a) Article F1 – Appointments
 - b) Article F2 – Establishment and Evaluation of Positions
 - c) Article F3 – Probation and Continuing Appointment
 - d) Article F6 – Performance Review, Evaluation and Professional Development
 - e) Article F7 – Unacceptable Performance
 - f) Article F8 – Appeals
 - g) Article 7 – Discipline
 - h) Article F10 – Reorganization
 - i) Article F11 – Financial Emergency
 - j) Such other matters as the parties may mutually confirm in writing from time to time, and with power to delegate further as set out in this Article.
- F12.02 The authority of any party described in Article F12 to delegate responsibilities under this Article includes the authority to revoke those delegated responsibilities and to exercise those responsibilities directly. The revocation of a delegated responsibility does not nullify decisions, order, directions or recommendations made at the time the delegation of responsibilities remained in effect.
- F12.03 A senior administrator of the University may delegate to another senior administrator of the University or to an APO Member any of the responsibilities assigned in this agreement to the senior administrator, subject to approval in writing by the administrator to whom the senior administrator reports.
- F12.04 The President of the Association may delegate any responsibility to another member of the executive of the Association or to the Executive Director of the Association.
- F12.05 All delegations of responsibility and revocations of delegation under this article shall be in writing.
- F12.06 If, in the Common Agreement or this Schedule F, a decision is to be made by the Association, the decision shall be made by the President of the Association subject to such restriction as the Association, acting in accordance with its bylaws, may determine. Any Association policy which restricts the ability of the President of the Association to act shall be communicated in writing to the Provost.



[Name]
[Address]
[City Province Postal Code]

[Office Name]

[Enter Date]

Dear [Name]

On behalf of the Governors of the University of Alberta, I am pleased to offer you a formal appointment to the academic staff of the University of Alberta in accordance with the terms set forth below. Should you accept this offer, your employment will be governed by the Collective Agreement including Schedule F for Administrative Professional Officers, which can be found at <https://www.ualberta.ca/faculty-and-staff/my-employment/collective-agreements-and-handbooks>. The Collective Agreement may be amended in accordance with its terms and such amendments are binding upon you.

The specific terms of the appointment offer are:

1. Position/title:
2. Faculty:
Department:
3. Effective Date:
4. Probationary Period: _____ to _____
5. (a) Initial salary rate: \$ _____ per annum
(b) Present (20__-20__) salary range for position based on # Hay points;
Minimum: \$ _____ per annum; maximum: \$ _____ per annum.
6. Special Conditions:

The return of one signed original copy of this letter to the undersigned within two weeks of the date of this letter will constitute your acceptance of this offer of appointment on the terms hereof.

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

Protection of Privacy: Personal information provided is collected and protected pursuant to Part 1 Division 1, and specifically sections 4(c) and 10, of the *Protection of Privacy Act* (POPA). In accordance with Part 1 Division 2, and specifically sections 12 and 13, of POPA, the collected personal information will be used and disclosed to manage employee records and/or administer academic programs and student services. Certain information will be made available to federal and provincial departments and agencies under appropriate legislative authority. The University of Alberta uses automated systems to generate content and to make decisions, recommendations and predictions. The personal information collected may be included in these automated systems. For further information about the collection, use and disclosure of this information, please contact: Shared Services, 10230 Jasper Avenue, Edmonton, Alberta, T5J 0B2, 780-492-8000.

THIS FORM CONSTITUTES THE ENTIRE CONTRACT OF APPOINTMENT BETWEEN THE APPOINTEE AND THE UNIVERSITY AND NO OTHER WRITTEN OR ORAL CONDITION, QUALIFICATION OR AGREEMENT EXISTS OR IS INCLUDED HEREIN BY REFERENCE HERETO EXCEPT AS HEREINBEFORE SET FORTH.

Yours sincerely,

[Name]
[Title]

Received by University **ACCEPTANCE**

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

Dated at _____ (City)
This _____ day of _____, _____
(Day) (Month) (Year)

Signature

*The parties agree that the Employer will not unilaterally make amendments or deletions to the substantive content of this Letter of Appointment, but may unilaterally make changes required by amendments to legislation or that are considered housekeeping in nature (e.g. updates to referenced links, contact information, and similar). Where an individual Letter of Appointment is in conflict with the Collective Agreement, the Collective Agreement is paramount.

Appendix F.2: Notice of Retirement (*Template)

NOTICE OF RETIREMENT AND/OR INTENTION TO DEFER RETIREMENT UNDER ARTICLE 18 OF THE FACULTY, FSO, APO AND LIBRARIAN AGREEMENTS

SURNAME	FIRST NAME	MIDDLE NAME	PREFERRED NAME
ID NUMBER	RANK/POSITION TITLE	ACADEMIC UNIT	
THIS FORM SHALL BE USED TO PROVIDE YOUR OFFICIAL WRITTEN NOTICE OF RETIREMENT OR INTENTION TO DEFER RETIREMENT IN ACCORDANCE WITH ARTICLE 18. COMPLETE ALL SECTIONS THAT ARE APPLICABLE AT THIS TIME AND FORWARD TO YOUR DEPARTMENT CHAIR OR SUPERVISOR FOR SIGNATURE.			
OPTION A: RETIREMENT (choose 1 of the 3 options below and sign the Declaration)			
B.1. Normal Retirement Normal retirement is defined as the June 30 coincident with, or following, the attainment of age 65.			
☐ The effective date of my normal retirement is _____			
B. 2. Early Retirement Early retirement is defined as a decision to terminate employment at any date following the attainment of age 55 but prior to the normal date of retirement.			
☐ I intend to retire on _____ and I intend to retire on that date.			
B. 3. Deferred Retirement Deferred retirement is defined as any date beyond the normal date of retirement.			
☐ I intend to retire on _____			
Declaration: I understand that my retirement date is irrevocable; however, this date may be amended to an <u>earlier date</u> with sufficient notice.			
SIGNATURE OF STAFF MEMBER			
OPTION B: PHASED RETIREMENT (complete the section below only if you are choosing PHASED retirement)			
Phased Retirement (Article 18.09) Faculty and FSO Agreements: A Staff Member shall be entitled to either a phased pre-retirement period of employment OR a phased post-retirement period of employment, provided the appropriate notice periods are complied with. APO Member Agreement: A Staff Member may submit an application for phased pre or post retirement to their Supervisor. The Supervisor may approve or reject the application, or the Supervisor and Staff Member may agree on a modified arrangement. Librarian Agreement: A Staff Member may submit an application for phased pre or post retirement to the Chief Librarian. The Chief Librarian may approve or reject the application, or the Chief Librarian and Staff Member may agree on a modified arrangement. ALL AGREEMENTS: At least three (3) months prior to completing arrangements for a phased retirement period, the Department Chair (or Supervisor or Chief Librarian) shall provide in writing to the Staff Member the assignment of duties required under the part time status and the Department Chair (or Supervisor or Chief Librarian) and the Staff Member shall agree in writing on the expectations of the Staff Member in duties expected but not directly assigned.			

C.1. INDICATE ONE TYPE OF PHASED RETIREMENT PERIOD OF EMPLOYMENT:

☐ **Pre-retirement**

OR

DATE

☐ **Post-retirement**

C. 2. INDICATE PERIOD OF:

☐ PHASED PRE-RETIREMENT

(END DATE COINCIDES WITH
RETIREMENT DATE INDICATED IN PART
B)

☐ Option 1: Leave without pay from 50% of duties at 50% salary for maximum two years

☐ Option 2: Leave without pay from 66 2/3% of duties at one-third pay for maximum three years

☐ Option 1: Part-time re-employment at 50% of full-time duties with 50% of salary for a maximum of two years

☐ Option 2: Part-time re-employment at one-third of full-time duties with one-third pay for a maximum of three years

SIGNATURE INDICATES ACKNOWLEDGMENT:

NAME OF DEPARTMENT CHAIR OR SUPERVISOR

OR

☐ PHASED POST-RETIREMENT

FORWARD TO THE DEAN OR VICE-PRESIDENT FOR SIGNATURE.

(START DATE COINCIDES WITH RETIREMENT DATE INDICATED IN PART B)

NAME OF DEAN OR VICE-PRESIDENT TO

FORWARD TO EMPLOYMENT SERVICES,
HUMAN RESOURCE SERVICES, AT 2-60
UNIVERSITY TERRACE FOR REVIEW.
EMPLOYMENT SERVICES WILL FORWARD TO
THE PROVOST.

START DATE

END DATE

NAME OF PROVOST

SIGNATURE OF DEPARTMENT CHAIR OR SUPERVISOR

DATE

*The parties agree that the Employer will not unilaterally make amendments or deletions to the substantive content of this form, but may unilaterally make changes required by amendments to legislation or that are considered housekeeping in nature (e.g. updates to referenced links, grammar and spelling errors, changes to the offices of accountability or administrative responsibility). Where an individual form is in conflict with the Collective Agreement, the Collective Agreement is paramount.

Appendix F.3: Copyright Regulations (2016)

1. Ownership

- 1.1 Pursuant to Article 11.02, a Staff Member who creates a Work resulting from or connected with the Staff Member's duties or employment owns copyright in the Work. However, the University owns or has an interest in Works as provided in paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, 3.1, 5.1, and 5.2 of this Appendix F.3.
- 1.2 For the purposes of this Appendix F.3 and Article 11, "Work" or "Works" means anything in which copyright subsists pursuant to the *Copyright Act* (Canada), whether published or unpublished. For greater certainty, Work includes: architectural works, artistic works, choreographic works, cinematographic works, collective works, dramatic works, literary works, musical works, compilations, performers' performances, sound recordings and communication signals, all as defined in the *Copyright Act* (Canada).
- 1.3 A creator has moral rights in a Work, as provided under the *Copyright Act*. The Parties endorse and support the creator's right to manage those moral rights.
- 1.4 If a Staff Member creates a Work
 - (a) in the course of performing administrative or management duties or activities for the University, a Department, or a Faculty, including all units therein associated (e.g., Centres and Institutes); or
 - (b) for the purposes of a committee or group of a Department, Faculty, or the University; then the University owns copyright in the Work.
- 1.5 If a Staff Member creates a Work pursuant to a written agreement between the Staff Member and the University, that agreement shall address the University's arrangement with the Staff Member regarding ownership or other interest in that Work.
- 1.6 If a Staff Member creates a Work under a sponsored research funding agreement with a third party funder, copyright ownership and licensing are governed by the terms of the sponsored research funding agreement. Because the University shall enter into the sponsored research funding agreement with the sponsor, the University has the right to obtain from the Staff Member an assignment or licence of the copyright as necessary to fulfill its obligations to the sponsor under the sponsored research funding agreement. However, the Staff Member cannot unilaterally assign or licence Works that are not wholly owned or created by that Staff Member.
- 1.7 If a Staff Member creates a Work under any other agreement between the University and a third party, including but not limited to a secondment agreement or facility access agreement, copyright ownership and licensing are governed by the terms of the agreement between the University and the third party. To avoid any need for the Staff Member personally to transfer or agree to transfer rights relating to the Work to the third party (which may entail the personal liability of the Staff Member), the University has the right to obtain from the Staff Member an assignment or licence of the copyright as necessary to fulfill its obligations to the third party under the agreement. However, the Staff Member cannot unilaterally assign or licence Works that are not wholly owned or created by that Staff Member.

2. University Licence

General Principles

- 2.1 Subject to paragraphs 2.2 to 2.9 inclusive, the University is and shall be entitled to an immediate, non-exclusive, royalty-free, non-transferable, irrevocable licence to use any Work created or produced by a Staff Member that results from or is connected with the Staff Member's duties or employment, for all purposes within the University's approved mandate pursuant to the *Post- Secondary Learning Act* (Alberta).

- 2.2 The purposes referred to in paragraph 2.1 include, but are not be limited to, unit accreditation, unit or University marketing, and any not-for-profit activity.
- 2.3 The licence contemplated by paragraph 2.1 does not apply if, as a result of reasonable academic or pedagogical publishing practice, a Staff Member must assign copyright to a Work to a third party as a condition of publication. In such a case, the Staff Member shall make best efforts to cause the third party to provide a licence to the University in relation to the Work, such licence containing terms that are analogous to those described in paragraph 2.1.
- 2.4 The licence contemplated by paragraph 2.1 does not preclude a Staff Member from agreeing with the University to grant any additional licence or other rights in and to a Work to the University.
- 2.5 A Staff Member, reasonably believing that their Work is unsatisfactory for a proposed use due to outdated, incompleteness, negative impact on the professional reputation of the Staff Member, or other academic grounds, may amend the Work or require that its use be withheld.

Limited Exception – Works Created to Fulfill Assigned Course Responsibilities

- 2.6 Except in the cases described in paragraphs 2.7 to 2.9 inclusive, the licence contemplated by paragraph 2.1 does not apply to any Work created by a Staff Member to fulfill assigned course responsibilities under Article F3.01.2.
- 2.7 The licence contemplated by paragraph 2.1 includes those elements of a course outline that set out the information required by General Faculties Council policy, as described in the University Calendar.
- 2.8 If a Staff Member is unable or unavailable to deliver all or part of a course duly assigned to that Staff Member, the University may use the Work described in paragraph 2.6 to complete the delivery of the course. Such a licence will not be irrevocable, but instead will be for the duration of the course in that academic year.
- 2.9 The University may use a Work described in paragraph 2.6 for the purposes of unit accreditation, in connection with transfer credit determinations or as the University may be required to meet its obligations to students.

3. Computer Programs and the University Patent Policy

- 3.1 In addition to this Appendix F.3, the University Patent Policy shall apply to a computer program that is patentable intellectual property.

4. Conflict of Interest and Conflict of Commitment

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

5. Collaborative Works

- 5.1 Works created collaboratively by students, staff, faculty and/or others present special challenges with regard to copyright. Such works may be owned in whole or in part by the University, or the University may have rights in and to those Works if they fall within one of the categories described in paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix F.3.
- 5.2 Subject to paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix F.3, if a Work is created by a Staff Member and one or more other individuals governed by University collective agreements, policies, and procedures, as between the University and that Staff Member and the individual or individuals, each person's rights and obligations relating to the Work shall be determined by the applicable University collective agreements, policies, and procedures. In the case of some collaborative Works, especially those involving members of different categories of persons within the

University community, the parties involved may decide to assign copyright to the University in order to coordinate distribution, use, and (when appropriate) revenue sharing.

- 5.3 If a Work is created by a Staff Member and an individual or individuals who are not subject to University collective agreements, policies, and procedures, ownership of copyright will be decided in accordance with:
- (a) a written agreement between that Staff Member and that individual or those individuals;
 - (b) a written agreement between the University and another organization; or
 - (c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix F.3 will apply to any interest held by the Staff Member, with the necessary changes.

6. Guidelines

- 6.1 The University may publish guidelines, recommendations, and explanatory notes which shall not form part of this Appendix F.3, to assist Staff Members and others to structure collaborations in ways that maximize certainty and minimize conflicts respecting interests in Works, and to assist in the application or use of this Appendix F.3.

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

Introduction

Basically, the University's APO Position Evaluation Plan consists of 3 separate, but related, elements. These are:

- a) position description;
- b) job evaluation; and
- c) salary range establishment.

A. POSITION DESCRIPTION

- 1) The first step is the preparation of a formal position description. Such a description serves as the basis for the evaluation of the job and the resulting salary range assigned to it. In addition, the description may be used as an aid in analyzing the organizational and operating needs of the department, and as a basis for the Staff Member and their Supervisor to have a common understanding of the position which, in turn, will be useful in the performance appraisal process. There is a common reference point for the setting of goals and standards of performance and for the appraisal of that performance.
- 2) Position descriptions are normally prepared jointly by the incumbent and his/her Supervisor or by the Supervisor if the position is vacant. Assistance with the process of writing position descriptions is available from Human Resource Services.
- 3) When the position description has been approved by the required parties, a copy shall be sent to Human Resource Services. Copies should be retained in the files of the incumbent, the Supervisor, the appointing officer and any appropriate intermediate Supervisors.
- 4) Copies of all position descriptions shall be kept on file by the person so designated under 7.06 of the Agreement. Any APO may examine any description included in such file by request to the designated person.

B. JOB EVALUATION USING THE HAY METHOD OF JOB EVALUATION¹

- 1) Jobs are evaluated by the Provost and Vice-President (Academic) or designate through the use of the Hay Guide Chart ® Profile Method of Job Evaluation. It is the purpose of such evaluation to relate the value of each position in the APO category to every other position in that category so as to locate it in the University's salary structure. The goal of the exercise is to attempt to obtain internal equity in the salary ranges assigned to the various APO positions.
- 2) Job evaluation will always have a degree of subjectivity; it is a judgmental process. Use of the Hay Guide Chart is an attempt to make the procedure as objective as possible.
- 3) It is the job that is being evaluated and not the incumbent. The position is evaluated as it has been described in the position description submitted and from information provided by the incumbent and his/her Supervisor. There will be cases where a Supervisor wishes to change the responsibilities of a position and wishes to have it evaluated before the incumbent actually performs those new duties. Similarly, newly established positions are evaluated on the same basis, before an incumbent performs them. An evaluation takes no account of the present salary of the incumbent or of a salary proposed for an incumbent or that for a new appointee.
- 4) The total evaluation of a job consists of the point values arrived at with the 3 measurement criteria of Know-How, Problem-Solving, and Accountability. This procedure attempts to answer 3 basic questions about any position in the APO category:
 - a) What does the Staff Member in the position need to know to perform satisfactorily? (Know-How)
 - b) How much analytical thinking is required to perform the job? (Problem-Solving)
 - c) What does the position contribute toward the goals of the department and the University? (Accountability)

Each of the above criteria is discussed in more detail below.

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5) Know-How

This is the sum total of every kind of skill, however acquired, required for acceptable performance. It has both breadth (comprehensiveness) and depth (thoroughness). Thus, a job may require some knowledge about a lot of things, or a lot of knowledge about a few things. The total Know-How is the product of breadth times depth.

This concept makes it practical to weigh and compare the total Know-How content of different jobs in terms of "how much knowledge about how many things." It also takes into consideration:

- a) The requirement for specialized, technical or practical Know-How;
- b) The requirement for breadth of Know-How to integrate different kinds of managerial activities. (This, obviously, applies to management jobs);
- c) The requirement for human skills in motivating people.

6) Problem-Solving

- a) This is the amount of original, self-starting thinking required by the job for analyzing, evaluating, creating, reasoning, arriving at and making conclusions.
- b) Treated as a percentage utilization of Know-How in solving problems it measures the intensity of the mental process that employs Know-How to identify, define and resolve a problem. Its two dimensions have to do with the environment in which the problem solving takes place -- the limits and controls over original thinking and the kind of thinking necessary.

7) Accountability

This is the measured effect of the job on end results. It has 3 interrelated dimensions:

- a) The freedom to act;
- b) The job's impact on end results;
- c) The magnitude of the end result which the job most clearly affects.

The first dimension is measured by the existence or absence of personal procedural control and guidance; the second, in 4 degrees of increasing effect (remote, contributory, shared and primary); the third, by the size, generally expressed in dollars, of the area in which the job makes its impact.

- 8) In measuring the 3 basic criteria, and the sub-criteria, the Hay Guide Charts are used. These charts consist of a series of numerical values devised so as to enable the evaluator to organize judgements concerning the jobs.
- 9) Evaluations are compared to benchmarks. Benchmarks are example (hypothetical) jobs that serve as reference points or anchors from which to get a better sense of the Hay Point values.
- 10) Jobs are evaluated relative to other jobs which are also being, or have already been, evaluated. It cannot be emphasized enough that this is a relative process.
- 11) The final result of the evaluation process is the assignment of a number of Hay Points to a particular position. The number of points assigned is one of the two keys in establishing the salary range for the position, principles of which are discussed in Section C, below.

C. SALARY RANGE ESTABLISHMENT

- 1) Salary ranges at the University should be (a) internally equitable and (b) externally competitive. The former is accomplished through the use of the job evaluation process described above. An attempt to achieve the latter is made, in part, through the comparison of salary dollars per Hay Point at the University and at organizations outside the University which also use the Hay Guide Chart ® Profile Method of Job Evaluation.
- 2) A salary policy line is negotiated each year by the Board and the Association relative to Hay Points assigned which represents the mid-point of the basic salary range. The equation for determining the salary of a position is outlined in Article 20.01.

Questions concerning the Hay Guide Chart ® Profile Method of Job Evaluation should be directed to Human Resource Services.

Appendix F.5: Guidelines for Transfer, Placement & Job Transition Assistance

The following are guidelines for Articles F10.02.3 and F10.04.5. As they are "guidelines" (and not part of the basic Agreement) none of these are appealable/grievable

A. Transfer

1. If a Staff Member is to be laid-off under Article F10 of the Agreement, prior to such lay-off, the appropriate officer will inquire about the possibilities of transferring the Staff Member to another position at the University (APO, support, term, etc.). No such inquiry will be carried out if the Staff Member does not wish it to occur.
2. A Staff Member will not be transferred to another position unless:
 - a) the Staff Member is qualified to carry out the duties of the new position,
 - b) the supervisor of the new position accepts the transfer,
 - c) the Staff Member accepts a probationary appointment (if the Supervisor so stipulates), and
 - d) the Staff Member agrees to participate in any training program required by the Supervisor, prior to the Staff Member assuming the transferred position.
3. The decisions on transfer of a laid-off Staff Member will be made by the appropriate Vice- President, whose decisions are final.
4. If a transferred Staff Member is placed on a probationary appointment, the length of probation will normally not be longer than one year.
5.
 - a) If a transferred Staff Member is placed on a training program prior to assumption of the new appointment, this period will not normally constitute part of a probationary period.
 - b) A training period will not be longer than one year.
 - c) While on a training program, the transferred Staff Member will be paid at the salary scale which they will be paid when beginning work in the new position; full benefit participation will apply during this period.
6.
 - a) If a Staff Member agrees to a transfer, the severance payment to which they were entitled under Article F10.04 will be held in abeyance.
 - b) A transferred Staff Member who does not satisfactorily complete a probationary appointment will receive the severance payment to which they were entitled under Article F10.04, such payment to be made on or about the last day of the probationary period.
 - c) If a transferred Staff Member successfully completes a required probationary period, or voluntarily resigns from or retires from the position to which the Staff Member was transferred, the Staff Member waives the severance to which the Staff Member would otherwise be entitled under Article F10.04.
7. A Staff Member may be transferred to a support staff position. To the extent possible under the NASA Agreement, the service of the Staff Member will be recognized, e.g. vacation entitlement. The regular support staff salary rates and benefits will apply to the transferee's appointment.
8. The University undertakes to make the detailed arrangements regarding transfer as quickly as possible following the decision to lay-off the Staff Member under Article F10 and to keep the Staff Member apprised of all developments in this regard.

B. Placement and Job Transition Assistance

1. The University undertakes to assist Staff Members who have been laid-off under Article F10 in obtaining skills which will be helpful in obtaining alternative employment outside the University. Details of such assistance are set out in this section.
2.
 - a) If the Staff Member requests, the University will provide job transition assistance. This assistance may be provided in-house or by an outside firm, such decision to be

made by the appropriate Vice-President, or delegate. The assistance will normally be provided for no more than 6 months. If an outside firm is used, the University will pay the cost thereof to a maximum which shall normally not exceed \$5,000.00, GST included.

- b) Without restricting the generality of the foregoing, the job transition assistance may include:
- exploration of career possibilities
 - assistance in resume preparation
 - financial consultation
 - career transition assessment
 - job search and networking skill building
 - psychological counselling or vocational coaching

Appendix F.6: Guideline for Article F10: Reorganization

The following is a guideline for Article F10: Reorganization with respect to its application where two or more Departments merge, where there are APOs in the Departments being merged and where it is intended to create at least one APO position in the new merged Department.

1. Each APO position in the Departments merged shall be eliminated under Article F10.01(a) ("that the position is no longer required").
2. The procedures of Articles F10.02.1 - F10.02.5 shall apply and all laid off APO members shall be entitled to notice and severance pay and any other entitlements in F10.04.1 – F10.05.
3. If a new APO position is to be established in the newly merged Department, the incumbent APO Members in the Departments merged shall be invited to apply as candidates for appointment to the new position, in writing.
4. The competition for the new position will initially be restricted to APO Members from the Departments merged.
5. If there are no qualified candidates from the group under paragraph 4, above, the competition will be opened to other APO Members on campus and to outsiders.
6. Selection of the candidate will be in accordance with normal selection procedures.
7. APO Members who decline the invitation to apply or who are unsuccessful candidates who were from the Departments merged will be granted notice and severance pay and other entitlements under Article F10.04.1 – F10.05.



Report for the period of April 1, _____ to March 31, _____.

Name:

Title:

Faculty/Department/Unit:

Overview of Position

A. Primary Roles and Responsibilities

Insert a brief summary of primary roles and responsibilities; these may stay the same from review period to review period.

--

B. Changes in Duties

Insert a description of any changes in duties for this review period (short or long-term assignments).

--

C. Core, Specific, or Professional Competencies

Each review period, APOs and their supervisors are encouraged to identify a combination of **core**, **specific** or **professional** competencies, tailored to meet the needs of the unit and/or their job. Please provide examples of how you demonstrated those professional competencies in this section.

Competencies may stay the same between review periods; only update this section should any of them changed during the last reporting period. ***Please refer to the appendices for further description on these competencies.***

IDENTIFIED COMPETENCIES

Report of Performance

A. Key Areas of Focus or Goals

List those key areas of focus or goals *as identified in the previous review period* (refer to “Performance Plan for the Upcoming Review Period” section) and include a self-assessment of your performance in this section. Please note that wherever possible, individual goals should align with the direction and aspirations of the unit and/or the University. Goals can be a combination of strategic, developmental, or operational activities, and will typically fall within the following categories:

1. **Position Accountabilities:** Regular, on-going activities as generally described in the position description. Although job accountabilities usually remain the same, there is often a need to adjust processes or services to meet emerging needs.
2. **Contribution to University, Faculty, and Unit Goals:** The intent is to improve processes or service, enhance quality, or introduce new initiatives, services or technology. Examples include improvements related to quantity, quality, cost, cycle time; the introduction of new services, technologies, or processes to better serve students, clients, etc.
3. **Competency Development:** The improvement of how work is carried out, the quality and appropriateness of the relationships established, and increased commitment to the organization and work team through project work or specific assignments. Actual growth in these areas is enhanced through purposeful, structured feedback from appropriate sources to help determine achievement of this type of goal.

Key Area of Focus
Key Area of Focus
Key Area of Focus
Key Area of Focus
Key Area of Focus
Key Area of Focus

B. Professional and Training Development Report

Please list all of your professional development and training activities and include an estimate of the total amount of time devoted to each initiative. Use this section to comment upon how these professional development opportunities broadened your skill set and/or further developed your competencies. These activities can either be formal and informal and are aimed at increasing knowledge, skills, abilities, or attitudes of the individual to perform his/her work. Professional development can include a combination of user-directed and/or organization-directed opportunities.

Examples of **formal development** may include attendance at seminars/workshops/conferences, service on university committees, internships, for-credit courses, leadership development, or professional certification. Examples of **informal development** may include peer mentorship, coaching, facilitation, project shadowing, and project participation. Individuals may share their external volunteer commitments in this section, if they are applicable to the workplace. **Research and scholarly activities** may include presentations, teaching, guest lectures, student advising, or publications.

Professional and Training Development Activities ☐ Not applicable
Informal Development Activities ☐ Not applicable
Research & Scholarly Activities ☐ Not applicable

C. Supervisor Summary Comments and Rationale for Increment

Note to the Supervisor: The APOs who report to you are important to your success in your role as a supervisor. They deserve your best efforts to ensure they, too, feel supported in their roles. The University recognizes supervisory responsibilities are not likely your sole areas of responsibility.

A good supervisor assists in setting goals and objectives, delegates, provides assistance and support, provides a climate for motivation, creates a supportive working relationship, emphasizes continuing professional development and provides opportunities for future growth and advancement. Keep these objectives in mind while reviewing annual performance and establishing future goals using the PREPD tool. It will help you to ensure a good working relationship between you and the APO(s) who report to you.

Increment Recommendation *(to be completed by the supervisor)*

Following the assessment of your employees, please check the appropriate box for Increment recommendation, which is found in the attached appendix. In the case of a Zero (0.0) Increment recommendation, the recommendation shall be identified as meaning one of the following:

- a) performance requirements for an Increment have been met but the maximum salary for the position has been reached;
- b) performance requirements for Incrementation have not been met;
- c) that performance while on an authorized leave could not be properly evaluated, or
- d) that performance is unsatisfactory.

☐	3.0	☐	2.75	☐	2.5
☐	2.25	☐	2.0	☐	1.75
☐	1.5	☐	1.25	☐	1.0
☐	0.75	☐	0.50	☐	Less than 1.0 (one) increment to salary ceiling
☐	0.0 a	☐	0.0 b	☐	0.0 c
☐	0.0 d				

Supervisor Comments:

Employee Comments:

Signatures

The PREPD Report of Performance

The employee's signature below identifies that the employee received the appraisal from their supervisor and does not necessarily indicate agreement with the assessment. Should the employee disagree with their supervisor's assessment of their performance, comments should be made above or attached as a separate document.

Employee Signature

Date

Supervisor Signature

Date

Chair or Director Signature *(if applicable)*

Date

Dean or Vice-President Signature

Date

Performance Plan for the Upcoming Period

A. Key Areas of Focus and Goals

For many APOs, clarity around expectations is an important element of their success. Recognizing that work can be a moving target in a somewhat dynamic and ever changing environment, there is still great value in declaring certain aspirations and priorities for enhancing individual and work unit performance. This section of the PREPD process is designed to capture the most important emerging elements of work for the upcoming cycle. It is broken into two sections – the first, (A), will focus on strategic or operational outcomes, and the second, (B), is to address areas of professional development that can enhance the performance of the APO or allow them to achieve the goals set for the review period. This necessitates a deliberate response that can often be anticipated and planned for in the upcoming review period. Goals typically connect to operational activities that include on-going improvements, strategic initiatives introducing new or innovative activities, or behavior-based goals reflective of the desire to develop new skills or competencies.

Supervisors can support the development of goals by examining potential improvements in any of the 3 areas mentioned above. It is not unusual for strategic or operational goals to point to needed improvements in certain competencies or skills. Depending on the role of the APO, innovative goals may focus on increasing a return on investment, improving results, enhancing performance of the individual, or strengthening the impact and quality of collaborative relationships. There are many opportunities for coaching to support the overall development of an APO.

Outline the areas of focus and desired accomplishments for the next review period. Both the APO and their supervisor should jointly complete this section. Areas of focus can be amended throughout the review period. Any amendments should be captured here, as they arise, and reflected in the APO's next PREPD Report.

The Areas of Focus below are for April 1, _____ to March 31, _____.

Key Area of Focus
Key Area of Focus
Key Area of Focus
Key Area of Focus
Key Area of Focus
Key Area of Focus

B. Proposed Professional Development Report

Please list those formal and informal professional development and/or training activities that you intend to pursue during the upcoming review period and indicate how these activities will help you to reach your desired goals. Development may include a combination of user-directed and organization-directed opportunities and should be recognized as such within this section.

Formal development could include attendance at seminars/workshops/conferences, service on university committees, internships, for-credit courses, leadership development, or professional certification. Examples of informal development include peer mentorship, coaching, facilitation, project shadowing, or project participation. Research and scholarly activities could include presentations, teaching, guest lectures, student advising, or publications.

Although it is not necessary to connect all professional development to current work, there is often an opportunity to help the APO develop new skills to ensure successful goal achievement. In many situations, the achievement of a new goal may require an enhanced ability to perform certain tasks, demonstrate competencies, or create new methods for carrying out work. Good conversations related to professional development encourage APOs to connect the dots between development and goal achievement.

Professional and Training Development Activities ☐ Not applicable
Informal Development Activities ☐ Not applicable
Research & Scholarly Activities ☐ Not applicable

Signatures

Upcoming Performance Plan

The signatures below indicate that you have discussed the expectations for the coming review period and agree to the proposed plans for professional development.

Employee Signature

Date

Supervisor Signature

Date

Performance Review, Evaluation and Professional Development (PREPD) Report

Appendix 1: Increment Recommendations and Performance Descriptions

Increment Recommendation	Performance Description
>1.0	Stated goals have been met or surpassed. Consistently exceed expectations in CORE and UNIT competencies. Exhibits continuous development and improvement. Acts as a role model for APO peers.
1.0	Stated goals/objectives and CORE Competencies have been met; acceptable performance in UNIT competencies has been demonstrated.
0.5 – 0.75	Some stated goals have not been met and/or does not meet minimal expectations in several CORE Competencies and/or some performance in some UNIT competencies is deficient.
0.0 (a)	Performance requirements for an Increment have been met but the maximum salary for the position has been reached.
0.0 (b)	Performance requirements for Incrementation have not been met.
0.0 (c)	Performance while on an authorized leave could not be properly evaluated.
0.0 (d)	Performance is unsatisfactory. Critical goals have not been met and/or do not meet minimal expectations in a majority of CORE Competencies and/or performance in the majority of UNIT competencies is consistently deficient.

Appendix 2: Definitions of Competencies

Core Competencies

Core Competencies are applicable to all APOs who occupy a position at the University of Alberta. A description for each competency can be found below.

CORE COMPETENCY	DEMONSTRATION OF COMPETENCY DURING PERFORMANCE PERIOD
Commitment to Organization and Work Team	- Maintains a positive attitude toward organization, work team, and mission of the University of Alberta - Supports and models integrity, mutual respect, equity, and fairness. - Performs all duties with the highest level of ethical behavior - Serves on committees, provides leadership, and takes initiative beyond normal scope of stated duties and responsibilities.
Communication Ability to share information in an effective and collaborative manner	- Communicates in a manner that is accurate, timely, clear, concise, and easy to understand. - Chooses appropriate audience, medium, and message. - Gives and receives feedback - Listens effectively and seeks to understand underlying issues. - Adapts communication style to situation at hand.
Critical Thinking/Problem Solving/Decision Making Ability to create solutions/explanations; does not just draw linear conclusions	- Analyzes and evaluates information and situations, - Breaks down problems into understandable, actionable parts. - Identifies a variety of solutions and their impacts. - Uses analytical techniques to weigh different outcomes.
Job Knowledge	Consistently applies and maintains the appropriate job, technical, and professional knowledge required to effectively perform the duties and responsibilities of this position.

Planning and Organizing • Ability to take a long-term, multidimensional view of issues, problems, options, resourcing, development, and implications; plans accordingly for a desired future state/vision.	• Assesses situations, establishes clearly defined courses of action with clear objectives, and considers future outcomes (sets goals). • Organizes work efforts to accomplish goals (prioritizes). • Considers and plans for how present policies, processes and methods might be affected by future developments and trends. • Makes decisions, delegates, manages, implements, and evaluates outcomes. • Demonstrates reliability, accuracy, and a high quality of work • Supports and models strategic thinking
Initiative and Creativity	• Creates, introduces, and recommends new ideas/processes to improve quality, performance, and productivity.

Unit Specific or Professional Competencies

All units are encouraged to identify unit specific or professional competencies for individuals or for groups within a unit. Unit competencies should be developed in conjunction with the APO's of the unit. The following are descriptions of example unit specific or professional competencies.

COMPETENCY	DESCRIPTION
Administrative Information Systems and Process	• Oversees activities related to continuing development, implementation, and support of administrative systems and processes.
Change Facilitation	• Responds to and works effectively in a changing and evolving environment. • Appreciates different perspectives on issues. • Demonstrates willingness to learn, adaptability to new technologies, flexibility when situations change, and the ability to work in an ambiguous environment.
Student/Client/Customer Focus	• Understands importance of service. • Communicates effectively to assess needs and establish win-win solutions that benefit all parties. • Achieves the highest level of satisfaction on a consistent basis. • Builds/participates processes.
Facilities and Operations Management	• Establishes life cycle planning. • Oversees activities related to the maintenance, repair, and renovation of all buildings and equipment. • Allocates teaching, research, and office space to faculty and staff. • Is responsible for future space planning, and special projects.
Financial Management	• Oversees financial activities: general accounting, budgetary controls, financial analysis, contracting, and purchasing for operating and trust budgets. • Supervises administrative support for research trust funding.
Leadership	• Works towards positive outcomes. • Demonstrates a commitment. • Creates new and valuable ideas. • Implements changes that result in value-added improvements. • Assumes a leadership role that motivates and challenges others in constructive ways. • Challenges the status quo in positive and proactive ways. • Possesses sufficient energy and self-motivation to generate improvements and foster positive outcomes.
People Management/Staff Development	• Demonstrates self-awareness. • Listens, gives feedback, and assesses performance. • Understands and values diversity. • Develops and coaches staff. • Implements strong HR practices: succession planning, cross training, vacation planning, recruitment and orientation.
	• Prevents and resolves conflict. • Respects differences in people, valuing diversity of opinion, and working synergistically with others to achieve goals.

Risk Management	• Manages risk to an acceptable level in various domains: financial, human resource, capital projects, technology, environment, media, partner organizations, and government, funding agencies. • Implements processes to ensure unit has minimum exposure to risk. • Oversees investigations at unit level. • Ensures all required documentation is accurate, complete, and secured.
Self-Development	• Demonstrates self-awareness. • Demonstrates personal level of commitment and motivation that focuses on continuous improvement. • Understands own strengths and areas for improvement. • Readily accepts feedback and constructive criticism in order to improve.
Teaching Support	• Oversees activities in support of the academic program. • Supervises administrative support for calendar updates, timetabling, undergraduate laboratories, and undergraduate programs.
Teamwork/Collaboration	• Promotes “team spirit”, partnering, and building alliances. • Encourages dialogue, co-operation, and participative processes.

Suggested Process

The review period is April 1 to March 31 each year or biennially, as appropriate.

The following are guidelines for recommended timelines/ process:

Suggested Timeline	Process Step
By April 1	Supervisor will request PREPD report form from APOs.
By April 15	APO submits completed PREPD Report to supervisor.
By April 30	APO and Supervisor meet to review/ modify and complete final copy of PREPD Report.
By May 15	Dean/ Vice-President reviews supervisor's summary and increment recommendation.
By June 1	Dean or Vice-President submits increment recommendations to Provost or delegate for review and approval.
By July 31	Provost or delegate informs APO of final increment decision.

Appendix F.8: APO Member Salary Scales

**Full-time APO Members
July 1, 2024 to June 30, 2025
(Reflects an increase of 3%)**

Grade	Hay Points	Minimum	Maximum	Increment	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Hay Points
A90	1418	\$130,913	\$218,192	\$5,455	130,913	136,368	141,823	147,278	152,733	158,188	163,643	169,098	174,553	180,007	185,462	190,917	196,372	201,827	207,282	212,737	218,192	1418
A87	1292	\$122,760	\$204,600	\$5,115	122,760	127,875	132,990	138,105	143,220	148,335	153,450	158,565	163,680	168,795	173,910	179,025	184,140	189,255	194,370	199,485	204,600	1292
A85	1232	\$118,877	\$198,129	\$4,953	118,877	123,830	128,783	133,737	138,690	143,643	148,597	153,550	158,503	163,456	168,410	173,363	178,316	183,269	188,223	193,176	198,129	1232
A84	1182	\$115,641	\$192,734	\$4,818	115,641	120,459	125,277	130,096	134,914	139,732	144,551	149,369	154,187	159,006	163,824	168,642	173,461	178,279	183,097	187,916	192,734	1182
A83	1142	\$113,052	\$188,415	\$4,710	113,052	117,762	122,473	127,183	131,893	136,603	141,313	146,024	150,734	155,444	160,154	164,864	169,575	174,285	178,995	183,705	188,415	1142
A79	1040	\$106,451	\$177,414	\$4,435	106,451	110,886	115,321	119,757	124,192	128,627	133,062	137,497	141,932	146,368	150,803	155,238	159,673	164,108	168,544	172,979	177,414	1040
A78	1028	\$105,674	\$176,126	\$4,404	105,674	110,078	114,481	118,884	123,287	127,691	132,094	136,497	140,900	145,304	149,707	154,110	158,513	162,917	167,320	171,723	176,126	1028
A77	994	\$103,474	\$172,460	\$4,312	103,474	107,786	112,097	116,409	120,721	125,032	129,344	133,655	137,967	142,279	146,590	150,902	155,213	159,525	163,836	168,148	172,460	994
A75	954	\$100,885	\$168,140	\$4,203	100,885	105,088	109,292	113,495	117,699	121,902	126,105	130,309	134,512	138,716	142,919	147,123	151,326	155,529	159,733	163,936	168,140	954
A71	904	\$97,650	\$162,746	\$4,068	97,650	101,718	105,787	109,855	113,924	117,992	122,061	126,129	130,198	134,266	138,335	142,403	146,472	150,540	154,609	158,677	162,746	904
A69	864	\$95,061	\$158,427	\$3,961	95,061	99,022	102,982	106,942	110,903	114,863	118,823	122,784	126,744	130,704	134,665	138,625	142,585	146,546	150,506	154,467	158,427	864
A66	830	\$92,860	\$154,776	\$3,870	92,860	96,730	100,600	104,469	108,339	112,209	116,078	119,948	123,818	127,688	131,557	135,427	139,297	143,166	147,036	150,906	154,776	830
A64	800	\$90,919	\$151,532	\$3,788	90,919	94,707	98,495	102,284	106,072	109,860	113,649	117,437	121,225	125,014	128,802	132,590	136,379	140,167	143,955	147,744	151,532	800
A62	775	\$89,301	\$148,827	\$3,721	89,301	93,022	96,742	100,463	104,183	107,903	111,624	115,344	119,064	122,785	126,505	130,225	133,946	137,666	141,387	145,107	148,827	775
A60	755	\$88,007	\$146,676	\$3,667	88,007	91,674	95,340	99,007	102,674	106,341	110,008	113,674	117,341	121,008	124,675	128,342	132,008	135,675	139,342	143,009	146,676	755
A58	732	\$86,518	\$144,198	\$3,605	86,518	90,123	93,728	97,333	100,938	104,543	108,148	111,753	115,358	118,963	122,568	126,173	129,778	133,383	136,988	140,593	144,198	732
A57	725	\$86,065	\$143,449	\$3,587	86,065	89,652	93,238	96,825	100,411	103,998	107,584	111,170	114,757	118,343	121,930	125,516	129,103	132,689	136,276	139,862	143,449	725
A56	702	\$84,577	\$140,955	\$3,524	84,577	88,101	91,624	95,148	98,671	102,195	105,719	109,242	112,766	116,290	119,813	123,337	126,860	130,384	133,908	137,431	140,955	702
A55	700	\$84,447	\$140,743	\$3,519	84,447	87,966	91,484	95,003	98,521	102,040	105,558	109,076	112,595	116,113	119,632	123,150	126,669	130,187	133,706	137,224	140,743	700
A53	677	\$82,959	\$138,266	\$3,456	82,959	86,415	89,872	93,329	96,785	100,242	103,699	107,156	110,612	114,069	117,526	120,982	124,439	127,896	131,352	134,809	138,266	677
A49	654	\$81,470	\$135,788	\$3,395	81,470	84,865	88,260	91,655	95,050	98,445	101,840	105,235	108,629	112,024	115,419	118,814	122,209	125,604	128,999	132,394	135,788	654
A48	636	\$80,305	\$133,849	\$3,347	80,305	83,652	86,998	90,345	93,691	97,038	100,384	103,731	107,077	110,424	113,770	117,117	120,463	123,810	127,156	130,503	133,849	636
A43	611	\$78,687	\$131,143	\$3,279	78,687	81,966	85,244	88,523	91,801	95,080	98,358	101,637	104,915	108,194	111,472	114,751	118,029	121,308	124,586	127,865	131,143	611
A41	594	\$77,587	\$129,318	\$3,233	77,587	80,820	84,054	87,287	90,520	93,753	96,986	100,219	103,453	106,686	109,919	113,152	116,385	119,619	122,852	126,085	129,318	594
A40	588	\$77,199	\$128,666	\$3,217	77,199	80,416	83,632	86,849	90,066	93,282	96,499	99,716	102,933	106,149	109,366	112,583	115,799	119,016	122,233	125,449	128,666	588
A38	571	\$76,099	\$126,824	\$3,170	76,099	79,269	82,440	85,610	88,780	91,951	95,121	98,291	101,462	104,632	107,802	110,973	114,143	117,313	120,484	123,654	126,824	571
A37	568	\$75,904	\$126,514	\$3,163	75,904	79,067	82,231	85,394	88,557	91,720	94,883	98,046	101,209	104,372	107,536	110,699	113,862	117,025	120,188	123,351	126,514	568
A35	554	\$74,999	\$124,999	\$3,125	74,999	78,124	81,249	84,374	87,499	90,624	93,749	96,874	99,999	103,124	106,249	109,374	112,499	115,624	118,749	121,874	124,999	554

Grade	Hay Points	Minimum	Maximum	Increment	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Hay Points
A34	551	\$74,804	\$124,673	\$3,117	74,804	77,921	81,038	84,155	87,271	90,388	93,505	96,622	99,738	102,855	105,972	109,089	112,206	115,322	118,439	121,556	124,673	551
A33	539	\$74,028	\$123,385	\$3,084	74,028	77,112	80,197	83,282	86,367	89,452	92,537	95,622	98,706	101,791	104,876	107,961	111,046	114,131	117,216	120,300	123,385	539
A32	534	\$73,704	\$122,848	\$3,072	73,704	76,776	79,847	82,919	85,990	89,062	92,133	95,204	98,276	101,347	104,419	107,490	110,562	113,633	116,705	119,776	122,848	534
A31	531	\$73,511	\$122,522	\$3,063	73,511	76,574	79,637	82,700	85,763	88,827	91,890	94,953	98,016	101,080	104,143	107,206	110,269	113,332	116,396	119,459	122,522	531
A30	516	\$72,539	\$120,892	\$3,022	72,539	75,561	78,583	81,605	84,627	87,649	90,671	93,693	96,715	99,737	102,759	105,781	108,804	111,826	114,848	117,870	120,892	516
A29	511	\$72,216	\$120,354	\$3,008	72,216	75,224	78,233	81,242	84,250	87,259	90,268	93,276	96,285	99,294	102,302	105,311	108,319	111,328	114,337	117,345	120,354	511
A28	496	\$71,245	\$118,740	\$2,968	71,245	74,213	77,181	80,150	83,118	86,087	89,055	92,024	94,992	97,961	100,929	103,898	106,866	109,835	112,803	115,771	118,740	496
A25	479	\$70,145	\$116,915	\$2,923	70,145	73,068	75,991	78,914	81,837	84,760	87,683	90,607	93,530	96,453	99,376	102,299	105,222	108,145	111,068	113,992	116,915	479
A22	464	\$69,174	\$115,285	\$2,882	69,174	72,056	74,938	77,820	80,702	83,584	86,466	89,348	92,230	95,112	97,994	100,876	103,758	106,639	109,521	112,403	115,285	464
A20	451	\$68,333	\$113,883	\$2,847	68,333	71,180	74,027	76,874	79,720	82,567	85,414	88,261	91,108	93,955	96,802	99,649	102,496	105,343	108,190	111,037	113,883	451
A19	449	\$68,203	\$113,671	\$2,842	68,203	71,045	73,887	76,728	79,570	82,412	85,254	88,095	90,937	93,779	96,621	99,462	102,304	105,146	107,988	110,830	113,671	449
A18	445	\$67,944	\$113,248	\$2,832	67,944	70,776	73,607	76,439	79,270	82,102	84,933	87,765	90,596	93,428	96,259	99,091	101,922	104,754	107,585	110,416	113,248	445
A17	438	\$67,491	\$112,482	\$2,812	67,491	70,303	73,115	75,927	78,739	81,551	84,363	87,175	89,986	92,798	95,610	98,422	101,234	104,046	106,858	109,670	112,482	438
A16	432	\$67,103	\$111,846	\$2,796	67,103	69,899	72,696	75,492	78,289	81,085	83,882	86,678	89,475	92,271	95,067	97,864	100,660	103,457	106,253	109,050	111,846	432
A14	421	\$66,391	\$110,656	\$2,767	66,391	69,158	71,924	74,691	77,458	80,224	82,991	85,757	88,524	91,290	94,057	96,824	99,590	102,357	105,123	107,890	110,656	421
A13	417	\$66,133	\$110,217	\$2,755	66,133	68,888	71,643	74,398	77,154	79,909	82,664	85,419	88,175	90,930	93,685	96,440	99,196	101,951	104,706	107,461	110,217	417
A12	406	\$65,421	\$109,027	\$2,725	65,421	68,146	70,872	73,597	76,322	79,048	81,773	84,499	87,224	89,949	92,675	95,400	98,126	100,851	103,576	106,302	109,027	406
A11	404	\$65,291	\$108,815	\$2,720	65,291	68,011	70,732	73,452	76,172	78,892	81,613	84,333	87,053	89,773	92,493	95,214	97,934	100,654	103,374	106,095	108,815	404

Full-time APO Members
July 1, 2025 to June 30, 2026
(Reflects an increase of 3%)

Grade	Hay Points	Minimum	Maximum	Increment	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Hay Points
A90	1418	\$134,841	\$224,738	\$5,619	134,841	140,460	146,078	151,697	157,315	162,934	168,553	174,171	179,790	185,408	191,026	196,645	202,264	207,882	213,501	219,120	224,738	1418
A87	1292	\$126,443	\$210,738	\$5,269	126,443	131,712	136,980	142,249	147,517	152,786	158,054	163,322	168,591	173,859	179,128	184,396	189,665	194,933	200,202	205,470	210,738	1292
A85	1232	\$122,444	\$204,073	\$5,101	122,444	127,545	132,647	137,750	142,851	147,953	153,055	158,157	163,259	168,360	173,463	178,564	183,666	188,768	193,870	198,972	204,073	1232
A84	1182	\$119,111	\$198,517	\$4,962	119,111	124,073	129,036	133,999	138,962	143,924	148,888	153,851	158,813	163,777	168,739	173,702	178,665	183,628	188,590	193,554	198,517	1182
A83	1142	\$116,444	\$194,068	\$4,851	116,444	121,295	126,148	130,999	135,850	140,702	145,553	150,405	155,257	160,108	164,959	169,810	174,663	179,514	184,365	189,217	194,068	1142
A79	1040	\$109,645	\$182,737	\$4,568	109,645	114,213	118,781	123,350	127,918	132,486	137,054	141,622	146,190	150,760	155,328	159,896	164,464	169,032	173,601	178,169	182,737	1040
A78	1028	\$108,845	\$181,410	\$4,536	108,845	113,381	117,916	122,451	126,986	131,522	136,057	140,592	145,127	149,664	154,199	158,734	163,269	167,805	172,340	176,875	181,410	1028
A77	994	\$106,579	\$177,634	\$4,441	106,579	111,020	115,460	119,902	124,343	128,783	133,225	137,665	142,107	146,548	150,988	155,430	159,870	164,311	168,752	173,193	177,634	994
A75	954	\$103,912	\$173,185	\$4,329	103,912	108,241	112,571	116,900	121,230	125,560	129,889	134,219	138,548	142,878	147,207	151,537	155,866	160,195	164,525	168,855	173,185	954
A71	904	\$100,580	\$167,629	\$4,190	100,580	104,770	108,961	113,151	117,342	121,532	125,723	129,913	134,104	138,294	142,486	146,676	150,867	155,057	159,248	163,438	167,629	904
A69	864	\$97,913	\$163,180	\$4,080	97,913	101,993	106,072	110,151	114,231	118,309	122,388	126,468	130,547	134,626	138,705	142,784	146,863	150,943	155,022	159,102	163,180	864
A66	830	\$95,646	\$159,420	\$3,986	95,646	99,632	103,618	107,604	111,590	115,576	119,561	123,547	127,533	131,519	135,504	139,490	143,476	147,461	151,448	155,434	159,420	830
A64	800	\$93,647	\$156,078	\$3,902	93,647	97,549	101,450	105,353	109,255	113,156	117,059	120,961	124,862	128,765	132,667	136,568	140,471	144,373	148,274	152,177	156,078	800
A62	775	\$91,981	\$153,292	\$3,832	91,981	95,813	99,645	103,477	107,309	111,141	114,973	118,805	122,636	126,469	130,301	134,132	137,965	141,796	145,629	149,461	153,292	775
A60	755	\$90,648	\$151,077	\$3,777	90,648	94,425	98,201	101,978	105,755	109,532	113,309	117,085	120,862	124,639	128,416	132,193	135,969	139,746	143,523	147,300	151,077	755
A58	732	\$89,114	\$148,524	\$3,713	89,114	92,827	96,540	100,253	103,967	107,680	111,393	115,106	118,819	122,532	126,246	129,959	133,672	137,385	141,098	144,811	148,524	732
A57	725	\$88,647	\$147,753	\$3,695	88,647	92,342	96,036	99,730	103,424	107,118	110,812	114,506	118,200	121,894	125,588	129,282	132,977	136,670	140,365	144,058	147,753	725
A56	702	\$87,115	\$145,184	\$3,630	87,115	90,745	94,373	98,003	101,632	105,261	108,891	112,520	116,149	119,779	123,408	127,038	130,666	134,296	137,926	141,554	145,184	702
A55	700	\$86,981	\$144,966	\$3,624	86,981	90,605	94,229	97,854	101,477	105,102	108,725	112,349	115,973	119,597	123,221	126,845	130,470	134,093	137,718	141,341	144,966	700
A53	677	\$85,448	\$142,414	\$3,560	85,448	89,008	92,569	96,129	99,689	103,250	106,810	110,371	113,931	117,492	121,052	124,612	128,173	131,733	135,293	138,854	142,414	677
A49	654	\$83,915	\$139,862	\$3,496	83,915	87,411	90,908	94,405	97,902	101,399	104,896	108,393	111,888	115,385	118,882	122,379	125,876	129,373	132,869	136,366	139,862	654
A48	636	\$82,715	\$137,865	\$3,447	82,715	86,162	89,608	93,056	96,502	99,950	103,396	106,843	110,290	113,737	117,184	120,631	124,077	127,525	130,971	134,419	137,865	636
A43	611	\$81,048	\$135,078	\$3,377	81,048	84,425	87,802	91,179	94,556	97,933	101,309	104,687	108,063	111,440	114,817	118,194	121,570	124,948	128,324	131,701	135,078	611
A41	594	\$79,915	\$133,198	\$3,330	79,915	83,245	86,576	89,906	93,236	96,566	99,896	103,226	106,557	109,887	113,217	116,547	119,877	123,208	126,538	129,868	133,198	594
A40	588	\$79,515	\$132,526	\$3,314	79,515	82,829	86,141	89,455	92,768	96,081	99,394	102,708	106,021	109,334	112,647	115,961	119,273	122,587	125,900	129,213	132,526	588
A38	571	\$78,382	\$130,629	\$3,266	78,382	81,648	84,914	88,179	91,444	94,710	97,975	101,240	104,506	107,771	111,037	114,303	117,568	120,833	124,099	127,364	130,629	571
A37	568	\$78,182	\$130,310	\$3,258	78,182	81,440	84,698	87,956	91,214	94,472	97,730	100,988	104,246	107,504	110,763	114,020	117,278	120,536	123,794	127,052	130,310	568
A35	554	\$77,249	\$128,749	\$3,219	77,249	80,468	83,687	86,906	90,124	93,343	96,562	99,781	102,999	106,218	109,437	112,656	115,874	119,093	122,312	125,531	128,749	554

<u>Grade</u>	<u>Hay Points</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Increment</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>	<u>Step 14</u>	<u>Step 15</u>	<u>Step 16</u>	<u>Step 17</u>	<u>Hay Points</u>
A34	551	\$77,049	\$128,414	\$3,210	77,049	80,259	83,470	86,680	89,890	93,100	96,311	99,521	102,731	105,941	109,152	112,362	115,573	118,782	121,993	125,203	128,414	551
A33	539	\$76,249	\$127,087	\$3,177	76,249	79,426	82,603	85,781	88,959	92,136	95,314	98,491	101,668	104,845	108,023	111,200	114,378	117,555	120,733	123,909	127,087	539
A32	534	\$75,916	\$126,534	\$3,164	75,916	79,080	82,243	85,407	88,570	91,734	94,897	98,061	101,225	104,388	107,552	110,715	113,879	117,042	120,207	123,370	126,534	534
A31	531	\$75,717	\$126,198	\$3,155	75,717	78,872	82,027	85,181	88,336	91,492	94,647	97,802	100,957	104,113	107,268	110,423	113,578	116,732	119,888	123,043	126,198	531
A30	516	\$74,716	\$124,519	\$3,112	74,716	77,828	80,941	84,054	87,166	90,279	93,392	96,504	99,617	102,730	105,842	108,955	112,069	115,181	118,294	121,407	124,519	516
A29	511	\$74,383	\$123,965	\$3,098	74,383	77,481	80,580	83,680	86,778	89,877	92,977	96,075	99,174	102,273	105,372	108,471	111,569	114,668	117,768	120,866	123,965	511
A28	496	\$73,383	\$122,303	\$3,057	73,383	76,440	79,497	82,555	85,612	88,670	91,727	94,785	97,842	100,900	103,957	107,015	110,072	113,131	116,188	119,245	122,303	496
A25	479	\$72,250	\$120,423	\$3,011	72,250	75,261	78,271	81,282	84,293	87,303	90,314	93,326	96,336	99,347	102,358	105,368	108,379	111,390	114,401	117,412	120,423	479
A22	464	\$71,250	\$118,744	\$2,968	71,250	74,218	77,187	80,155	83,124	86,092	89,060	92,029	94,997	97,966	100,934	103,903	106,871	109,839	112,807	115,776	118,744	464
A20	451	\$70,383	\$117,300	\$2,933	70,383	73,316	76,248	79,181	82,112	85,045	87,977	90,909	93,842	96,774	99,707	102,639	105,571	108,504	111,436	114,369	117,300	451
A19	449	\$70,250	\$117,082	\$2,927	70,250	73,177	76,104	79,030	81,958	84,885	87,812	90,738	93,666	96,593	99,520	102,446	105,374	108,301	111,228	114,155	117,082	449
A18	445	\$69,983	\$116,646	\$2,917	69,983	72,900	75,816	78,733	81,649	84,566	87,481	90,398	93,314	96,231	99,147	102,064	104,980	107,897	110,813	113,729	116,646	445
A17	438	\$69,516	\$115,857	\$2,897	69,516	72,413	75,309	78,205	81,102	83,998	86,894	89,791	92,686	95,582	98,479	101,375	104,272	107,168	110,064	112,961	115,857	438
A16	432	\$69,117	\$115,202	\$2,879	69,117	71,996	74,877	77,757	80,638	83,518	86,399	89,279	92,160	95,040	97,920	100,800	103,680	106,561	109,441	112,322	115,202	432
A14	421	\$68,383	\$113,976	\$2,850	68,383	71,233	74,082	76,932	79,782	82,631	85,481	88,330	91,180	94,029	96,879	99,729	102,578	105,428	108,277	111,127	113,976	421
A13	417	\$68,117	\$113,524	\$2,838	68,117	70,955	73,793	76,630	79,469	82,307	85,144	87,982	90,821	93,658	96,496	99,334	102,172	105,010	107,848	110,685	113,524	417
A12	406	\$67,384	\$112,298	\$2,807	67,384	70,191	72,999	75,805	78,612	81,420	84,227	87,034	89,841	92,648	95,456	98,262	101,070	103,877	106,684	109,492	112,298	406
A11	404	\$67,250	\$112,080	\$2,802	67,250	70,052	72,854	75,656	78,458	81,259	84,062	86,863	89,665	92,467	95,268	98,071	100,873	103,674	106,476	109,278	112,080	404

Full-time APO Members
July 1, 2026 to June 30, 2027
(Reflects an increase of 3%)

Grade	Hay Points	Minimum	Maximum	Increment	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Hay Points
A90	1418	\$138,887	\$231,481	\$5,787	138,887	144,674	150,461	156,248	162,035	167,823	173,610	179,397	185,184	190,971	196,757	202,545	208,332	214,119	219,907	225,694	231,481	1418
A87	1292	\$130,237	\$217,061	\$5,427	130,237	135,664	141,090	146,517	151,943	157,370	162,796	168,222	173,649	179,075	184,502	189,928	195,355	200,781	206,209	211,635	217,061	1292
A85	1232	\$126,118	\$210,196	\$5,254	126,118	131,372	136,627	141,883	147,137	152,392	157,647	162,902	168,157	173,411	178,667	183,921	189,176	194,432	199,687	204,942	210,196	1232
A84	1182	\$122,685	\$204,473	\$5,111	122,685	127,796	132,908	138,019	143,131	148,242	153,355	158,467	163,578	168,691	173,802	178,914	184,025	189,137	194,248	199,361	204,473	1182
A83	1142	\$119,938	\$199,891	\$4,996	119,938	124,934	129,933	134,929	139,926	144,924	149,920	154,918	159,915	164,912	169,908	174,905	179,903	184,900	189,896	194,894	199,891	1142
A79	1040	\$112,935	\$188,220	\$4,705	112,935	117,640	122,345	127,051	131,756	136,461	141,166	145,871	150,576	155,283	159,988	164,693	169,398	174,103	178,810	183,515	188,220	1040
A78	1028	\$112,111	\$186,853	\$4,672	112,111	116,783	121,454	126,125	130,796	135,468	140,139	144,810	149,481	154,154	158,825	163,497	168,168	172,840	177,511	182,182	186,853	1028
A77	994	\$109,777	\$182,964	\$4,574	109,777	114,351	118,924	123,500	128,074	132,647	137,222	141,795	146,371	150,945	155,518	160,093	164,667	169,241	173,815	178,389	182,964	994
A75	954	\$107,030	\$178,381	\$4,459	107,030	111,489	115,949	120,407	124,867	129,327	133,786	138,246	142,705	147,165	151,624	156,084	160,542	165,001	169,461	173,921	178,381	954
A71	904	\$103,598	\$172,658	\$4,316	103,598	107,914	112,230	116,546	120,863	125,178	129,495	133,811	138,128	142,443	146,761	151,077	155,394	159,709	164,026	168,342	172,658	904
A69	864	\$100,851	\$168,076	\$4,202	100,851	105,053	109,255	113,456	117,658	121,859	126,060	130,263	134,464	138,665	142,867	147,068	151,269	155,472	159,673	163,876	168,076	864
A66	830	\$98,516	\$164,203	\$4,105	98,516	102,621	106,727	110,833	114,938	119,044	123,148	127,254	131,359	135,465	139,570	143,675	147,781	151,885	155,992	160,098	164,203	830
A64	800	\$96,457	\$160,761	\$4,019	96,457	100,476	104,494	108,514	112,533	116,551	120,571	124,590	128,608	132,628	136,648	140,666	144,686	148,705	152,723	156,743	160,761	800
A62	775	\$94,741	\$157,891	\$3,947	94,741	98,688	102,635	106,582	110,529	114,476	118,423	122,370	126,316	130,264	134,211	138,156	142,104	146,050	149,998	153,945	157,891	775
A60	755	\$93,368	\$155,610	\$3,890	93,368	97,258	101,148	105,038	108,928	112,818	116,709	120,598	124,488	128,379	132,269	136,159	140,049	143,939	147,829	151,719	155,610	755
A58	732	\$91,788	\$152,980	\$3,824	91,788	95,612	99,437	103,261	107,087	110,911	114,735	118,560	122,384	126,208	130,034	133,858	137,683	141,507	145,331	149,156	152,980	732
A57	725	\$91,307	\$152,186	\$3,806	91,307	95,113	98,918	102,722	106,527	110,332	114,137	117,942	121,746	125,551	129,356	133,161	136,967	140,771	144,576	148,380	152,186	725
A56	702	\$89,729	\$149,540	\$3,739	89,729	93,468	97,205	100,944	104,681	108,419	112,158	115,896	119,634	123,373	127,111	130,850	134,586	138,325	142,064	145,801	149,540	702
A55	700	\$89,591	\$149,315	\$3,733	89,591	93,324	97,056	100,790	104,522	108,256	111,987	115,720	119,453	123,185	126,918	130,651	134,385	138,116	141,850	145,582	149,315	700
A53	677	\$88,012	\$146,687	\$3,667	88,012	91,679	95,347	99,013	102,680	106,348	110,015	113,683	117,349	121,017	124,684	128,351	132,019	135,685	139,352	143,020	146,687	677
A49	654	\$86,433	\$144,058	\$3,601	86,433	90,034	93,636	97,238	100,840	104,441	108,043	111,645	115,245	118,847	122,449	126,051	129,653	133,255	136,856	140,457	144,058	654
A48	636	\$85,197	\$142,001	\$3,550	85,197	88,747	92,297	95,848	99,398	102,949	106,498	110,049	113,599	117,150	120,700	124,250	127,800	131,351	134,901	138,452	142,001	636
A43	611	\$83,480	\$139,131	\$3,478	83,480	86,958	90,437	93,915	97,393	100,871	104,349	107,828	111,305	114,784	118,262	121,740	125,218	128,697	132,174	135,653	139,131	611
A41	594	\$82,313	\$137,194	\$3,430	82,313	85,743	89,174	92,604	96,034	99,463	102,893	106,323	109,754	113,184	116,614	120,044	123,474	126,905	130,335	133,765	137,194	594
A40	588	\$81,901	\$136,502	\$3,413	81,901	85,314	88,726	92,139	95,552	98,964	102,376	105,790	109,202	112,615	116,027	119,440	122,852	126,265	129,677	133,090	136,502	588
A38	571	\$80,734	\$134,548	\$3,364	80,734	84,098	87,462	90,825	94,188	97,552	100,915	104,278	107,642	111,005	114,369	117,733	121,096	124,458	127,822	131,185	134,548	571
A37	568	\$80,528	\$134,220	\$3,356	80,528	83,884	87,239	90,595	93,951	97,307	100,662	104,018	107,374	110,730	114,086	117,441	120,797	124,153	127,508	130,864	134,220	568
A35	554	\$79,567	\$132,612	\$3,316	79,567	82,883	86,198	89,514	92,828	96,144	99,459	102,775	106,089	109,405	112,721	116,036	119,351	122,666	125,982	129,297	132,612	554

<u>Grade</u>	<u>Hay Points</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Increment</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>	<u>Step 14</u>	<u>Step 15</u>	<u>Step 16</u>	<u>Step 17</u>	<u>Hay Points</u>
A34	551	\$79,361	\$132,267	\$3,306	79,361	82,667	85,975	89,281	92,587	95,893	99,201	102,507	105,813	109,120	112,427	115,733	119,041	122,346	125,653	128,960	132,267	551
A33	539	\$78,537	\$130,900	\$3,272	78,537	81,809	85,082	88,355	91,628	94,901	98,174	101,446	104,719	107,991	111,264	114,536	117,810	121,082	124,355	127,627	130,900	539
A32	534	\$78,194	\$130,331	\$3,259	78,194	81,453	84,711	87,970	91,228	94,487	97,744	101,003	104,262	107,520	110,779	114,037	117,296	120,554	123,814	127,072	130,331	534
A31	531	\$77,989	\$129,984	\$3,250	77,989	81,239	84,488	87,737	90,987	94,237	97,487	100,737	103,986	107,237	110,487	113,736	116,986	120,234	123,485	126,735	129,984	531
A30	516	\$76,958	\$128,255	\$3,205	76,958	80,163	83,370	86,576	89,781	92,988	96,194	99,400	102,606	105,812	109,018	112,224	115,432	118,637	121,843	125,050	128,255	516
A29	511	\$76,615	\$127,684	\$3,191	76,615	79,806	82,998	86,191	89,382	92,574	95,767	98,958	102,150	105,342	108,534	111,726	114,917	118,109	121,302	124,492	127,684	511
A28	496	\$75,585	\$125,973	\$3,149	75,585	78,734	81,882	85,032	88,181	91,331	94,479	97,629	100,778	103,927	107,076	110,226	113,375	116,525	119,674	122,823	125,973	496
A25	479	\$74,418	\$124,036	\$3,101	74,418	77,519	80,620	83,721	86,822	89,923	93,024	96,126	99,227	102,328	105,429	108,530	111,631	114,732	117,834	120,935	124,036	479
A22	464	\$73,388	\$122,307	\$3,057	73,388	76,445	79,503	82,560	85,618	88,675	91,732	94,790	97,847	100,905	103,963	107,021	110,078	113,135	116,192	119,250	122,307	464
A20	451	\$72,495	\$120,819	\$3,021	72,495	75,516	78,536	81,557	84,576	87,597	90,617	93,637	96,658	99,678	102,699	105,719	108,739	111,760	114,780	117,801	120,819	451
A19	449	\$72,358	\$120,595	\$3,015	72,358	75,373	78,388	81,401	84,417	87,432	90,447	93,461	96,476	99,491	102,506	105,520	108,536	111,551	114,565	117,580	120,595	449
A18	445	\$72,083	\$120,146	\$3,004	72,083	75,087	78,091	81,095	84,099	87,103	90,106	93,110	96,114	99,118	102,122	105,126	108,130	111,134	114,138	117,141	120,146	445
A17	438	\$71,602	\$119,333	\$2,984	71,602	74,586	77,569	80,552	83,536	86,518	89,501	92,485	95,467	98,450	101,434	104,417	107,401	110,384	113,366	116,350	119,333	438
A16	432	\$71,191	\$118,659	\$2,965	71,191	74,156	77,124	80,090	83,058	86,024	88,991	91,958	94,925	97,892	100,858	103,824	106,791	109,758	112,725	115,692	118,659	432
A14	421	\$70,435	\$117,396	\$2,935	70,435	73,370	76,305	79,240	82,176	85,110	88,046	90,980	93,916	96,850	99,786	102,721	105,656	108,591	111,526	114,461	117,396	421
A13	417	\$70,161	\$116,930	\$2,923	70,161	73,084	76,007	78,929	81,854	84,777	87,699	90,622	93,546	96,468	99,391	102,315	105,238	108,161	111,084	114,006	116,930	417
A12	406	\$69,406	\$115,667	\$2,891	69,406	72,297	75,189	78,080	80,971	83,863	86,754	89,646	92,537	95,428	98,320	101,210	104,103	106,994	109,885	112,777	115,667	406
A11	404	\$69,268	\$115,443	\$2,886	69,268	72,154	75,040	77,926	80,812	83,697	86,584	89,469	92,355	95,242	98,127	101,014	103,900	106,785	109,671	112,557	115,443	404

**Full-time APO Members
July 1, 2027 to June 30, 2028
(Reflects an increase of 3%)**

Grade	Hay Points	Minimum	Maximum	Increment	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Hay Points
A90	1418	\$143,054	\$238,426	\$5,961	143,054	149,015	154,975	160,936	166,897	172,858	178,819	184,779	190,740	196,701	202,660	208,622	214,582	220,543	226,505	232,465	238,426	1418
A87	1292	\$134,145	\$223,573	\$5,589	134,145	139,734	145,323	150,913	156,502	162,092	167,680	173,269	178,859	184,448	190,038	195,626	201,216	206,805	212,396	217,985	223,573	1292
A85	1232	\$129,902	\$216,502	\$5,412	129,902	135,314	140,726	146,140	151,552	156,964	162,377	167,790	173,202	178,614	184,028	189,439	194,852	200,265	205,678	211,091	216,502	1232
A84	1182	\$126,366	\$210,608	\$5,264	126,366	131,630	136,896	142,160	147,425	152,690	157,956	163,222	168,486	173,752	179,017	184,282	189,546	194,812	200,076	205,342	210,608	1182
A83	1142	\$123,537	\$205,888	\$5,146	123,537	128,683	133,831	138,977	144,124	149,272	154,418	159,566	164,713	169,860	175,006	180,153	185,301	190,447	195,593	200,741	205,888	1142
A79	1040	\$116,324	\$193,867	\$4,846	116,324	121,170	126,016	130,863	135,709	140,555	145,401	150,248	155,094	159,942	164,788	169,634	174,480	179,327	184,175	189,021	193,867	1040
A78	1028	\$115,475	\$192,459	\$4,812	115,475	120,287	125,098	129,909	134,720	139,533	144,344	149,155	153,966	158,779	163,590	168,402	173,214	178,026	182,837	187,648	192,459	1028
A77	994	\$113,071	\$188,453	\$4,711	113,071	117,782	122,492	127,205	131,917	136,627	141,339	146,049	150,763	155,474	160,184	164,896	169,608	174,319	179,030	183,741	188,453	994
A75	954	\$110,241	\$183,733	\$4,593	110,241	114,834	119,428	124,020	128,614	133,207	137,800	142,394	146,987	151,580	156,173	160,767	165,359	169,952	174,545	179,139	183,733	954
A71	904	\$106,706	\$177,838	\$4,446	106,706	111,152	115,597	120,043	124,489	128,934	133,380	137,826	142,272	146,717	151,164	155,610	160,056	164,501	168,947	173,393	177,838	904
A69	864	\$103,877	\$173,119	\$4,328	103,877	108,205	112,533	116,860	121,188	125,515	129,842	134,171	138,498	142,825	147,154	151,481	155,808	160,137	164,464	168,793	173,119	864
A66	830	\$101,472	\$169,130	\$4,228	101,472	105,700	109,929	114,158	118,387	122,616	126,843	131,072	135,300	139,529	143,758	147,986	152,215	156,442	160,672	164,901	169,130	830
A64	800	\$99,351	\$165,584	\$4,140	99,351	103,491	107,629	111,770	115,909	120,048	124,189	128,328	132,467	136,607	140,748	144,886	149,027	153,167	157,305	161,446	165,584	800
A62	775	\$97,584	\$162,628	\$4,065	97,584	101,649	105,715	109,780	113,845	117,911	121,976	126,042	130,106	134,172	138,238	142,301	146,368	150,432	154,498	158,564	162,628	775
A60	755	\$96,170	\$160,279	\$4,006	96,170	100,176	104,183	108,190	112,196	116,203	120,211	124,216	128,223	132,231	136,238	140,244	144,251	148,258	152,264	156,271	160,279	755
A58	732	\$94,542	\$157,570	\$3,939	94,542	98,481	102,421	106,359	110,300	114,239	118,178	122,117	126,056	129,995	133,936	137,874	141,814	145,753	149,691	153,631	157,570	732
A57	725	\$94,047	\$156,752	\$3,920	94,047	97,967	101,886	105,804	109,723	113,642	117,562	121,481	125,399	129,318	133,237	137,156	141,077	144,995	148,914	152,832	156,752	725
A56	702	\$92,421	\$154,027	\$3,852	92,421	96,273	100,122	103,973	107,822	111,672	115,523	119,373	123,224	127,075	130,925	134,776	138,624	142,475	146,326	150,176	154,027	702
A55	700	\$92,279	\$153,795	\$3,845	92,279	96,124	99,968	103,814	107,658	111,504	115,347	119,192	123,037	126,881	130,726	134,571	138,417	142,260	146,106	149,950	153,795	700
A53	677	\$90,653	\$151,088	\$3,777	90,653	94,430	98,208	101,984	105,761	109,539	113,316	117,094	120,870	124,648	128,425	132,202	135,980	139,756	143,533	147,311	151,088	677
A49	654	\$89,026	\$148,380	\$3,710	89,026	92,736	96,446	100,156	103,866	107,575	111,285	114,995	118,703	122,413	126,123	129,833	133,543	137,253	140,962	144,671	148,380	654
A48	636	\$87,753	\$146,262	\$3,657	87,753	91,410	95,066	98,724	102,380	106,038	109,693	113,351	117,007	120,665	124,321	127,978	131,634	135,292	138,949	142,606	146,262	636
A43	611	\$85,985	\$143,305	\$3,582	85,985	89,567	93,151	96,733	100,315	103,898	107,480	111,063	114,645	118,228	121,810	125,393	128,975	132,558	136,140	139,723	143,305	611
A41	594	\$84,783	\$141,310	\$3,533	84,783	88,316	91,850	95,383	98,916	102,447	105,980	109,513	113,047	116,580	120,113	123,646	127,179	130,713	134,246	137,778	141,310	594
A40	588	\$84,359	\$140,598	\$3,515	84,359	87,874	91,388	94,904	98,419	101,933	105,448	108,964	112,479	115,994	119,508	123,024	126,538	130,053	133,568	137,083	140,598	588
A38	571	\$83,157	\$138,585	\$3,464	83,157	86,621	90,086	93,550	97,014	100,479	103,943	107,407	110,872	114,336	117,801	121,265	124,729	128,192	131,657	135,121	138,585	571
A37	568	\$82,944	\$138,247	\$3,457	82,944	86,401	89,857	93,313	96,770	100,227	103,682	107,139	110,596	114,052	117,509	120,965	124,421	127,878	131,334	134,790	138,247	568
A35	554	\$81,955	\$136,591	\$3,415	81,955	85,370	88,784	92,200	95,613	99,029	102,443	105,859	109,272	112,688	116,103	119,518	122,932	126,346	129,762	133,176	136,591	554

<u>Grade</u>	<u>Hay Points</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Increment</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>	<u>Step 14</u>	<u>Step 15</u>	<u>Step 16</u>	<u>Step 17</u>	<u>Hay Points</u>
A34	551	\$81,742	\$136,236	\$3,406	81,742	85,148	88,555	91,960	95,365	98,770	102,178	105,583	108,988	112,394	115,800	119,205	122,613	126,017	129,423	132,829	136,236	551
A33	539	\$80,894	\$134,827	\$3,370	80,894	84,264	87,635	91,006	94,377	97,749	101,120	104,490	107,861	111,231	114,602	117,973	121,345	124,715	128,086	131,456	134,827	539
A32	534	\$80,540	\$134,241	\$3,357	80,540	83,897	87,253	90,610	93,965	97,322	100,677	104,034	107,390	110,746	114,103	117,459	120,815	124,171	127,529	130,885	134,241	534
A31	531	\$80,329	\$133,884	\$3,348	80,329	83,677	87,023	90,370	93,717	97,065	100,412	103,760	107,106	110,455	113,802	117,149	120,496	123,842	127,190	130,538	133,884	531
A30	516	\$79,267	\$132,103	\$3,301	79,267	82,568	85,872	89,174	92,475	95,778	99,080	102,382	105,685	108,987	112,289	115,591	118,895	122,197	125,499	128,802	132,103	516
A29	511	\$78,914	\$131,515	\$3,287	78,914	82,201	85,488	88,777	92,064	95,352	98,641	101,927	105,215	108,503	111,791	115,078	118,365	121,653	124,942	128,227	131,515	511
A28	496	\$77,853	\$129,753	\$3,244	77,853	81,097	84,339	87,583	90,827	94,071	97,314	100,558	103,802	107,045	110,289	113,533	116,777	120,021	123,265	126,508	129,753	496
A25	479	\$76,651	\$127,758	\$3,194	76,651	79,845	83,039	86,233	89,427	92,621	95,815	99,010	102,204	105,398	108,592	111,786	114,980	118,174	121,370	124,564	127,758	479
A22	464	\$75,590	\$125,977	\$3,149	75,590	78,739	81,889	85,037	88,187	91,336	94,484	97,634	100,783	103,933	107,082	110,232	113,381	116,530	119,678	122,828	125,977	464
A20	451	\$74,670	\$124,444	\$3,112	74,670	77,782	80,893	84,004	87,114	90,225	93,336	96,447	99,558	102,669	105,780	108,891	112,002	115,113	118,224	121,336	124,444	451
A19	449	\$74,529	\$124,213	\$3,106	74,529	77,635	80,740	83,844	86,950	90,055	93,161	96,265	99,371	102,476	105,582	108,686	111,793	114,898	118,002	121,108	124,213	449
A18	445	\$74,246	\$123,751	\$3,094	74,246	77,340	80,434	83,528	86,622	89,717	92,810	95,904	98,998	102,092	105,186	108,280	111,374	114,469	117,563	120,656	123,751	445
A17	438	\$73,751	\$122,913	\$3,073	73,751	76,824	79,897	82,969	86,043	89,114	92,187	95,260	98,332	101,404	104,478	107,550	110,624	113,696	116,767	119,841	122,913	438
A16	432	\$73,327	\$122,219	\$3,054	73,327	76,381	79,438	82,493	85,550	88,605	91,661	94,717	97,773	100,829	103,884	106,939	109,995	113,051	116,107	119,163	122,219	432
A14	421	\$72,549	\$120,918	\$3,023	72,549	75,572	78,595	81,618	84,642	87,664	90,688	93,710	96,734	99,756	102,780	105,803	108,826	111,849	114,872	117,895	120,918	421
A13	417	\$72,266	\$120,438	\$3,011	72,266	75,277	78,288	81,297	84,310	87,321	90,330	93,341	96,353	99,363	102,373	105,385	108,396	111,406	114,417	117,427	120,438	417
A12	406	\$71,489	\$119,138	\$2,977	71,489	74,466	77,445	80,423	83,401	86,379	89,357	92,336	95,314	98,291	101,270	104,247	107,227	110,204	113,182	116,161	119,138	406
A11	404	\$71,347	\$118,907	\$2,972	71,347	74,319	77,292	80,264	83,237	86,208	89,182	92,154	95,126	98,100	101,071	104,045	107,017	109,989	112,962	115,934	118,907	404

Schedule G

TEMPORARY LIBRARIAN, ADMINISTRATIVE AND PROFESSIONAL OFFICER

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Article G1: Appointments

- G1.01.1 “Temporary Appointment” means an appointment with a fixed or rolling term, which will be terminated at the expiration of the fixed/rolling term or which may be terminated earlier by resignation, retirement, death, or in accordance with the terms of this Agreement.
- G1.01.2 The appointment of a TLAPO Member in a Faculty shall be made by the Dean; the appointment of a TLAPO Member not in a Faculty shall be made by the appropriate Vice-President. The appointment of a TLAPO Member shall be evidenced by the letter of appointment, an example of which is shown in Appendix G.1.
- G1.01.3 The parties agree that, where possible, persons holding doctoral level qualifications or the equivalent professional qualifications shall receive preferential consideration in making appointments.
- G1.01.4 The parties agree that appointments shall be based on merit, taking into account the special considerations outlined in G2.02.3 and G2.02.4.
- G1.01.5 A TLAPO Member shall be appointed to a Temporary Appointment for the term stated in the letter of appointment and may be either a full-time or part-time appointment for professional and administrative duties and for librarian duties and shall include rolling term appointments.
- G1.01.6 A TLAPO Member who has been appointed to contiguous fixed term appointments totalling a period of at least 3 years shall be deemed to have had a rolling term appointment spanning the total combined duration, triggering the eligibility for renewal of such an appointment pursuant to Article G2.01.1 provided the TLAPO Member receives an assessment of satisfactory performance.

Special Conditions

- G1.02.1 A Dean or Vice-President may appoint a TLAPO Member with special conditions which are at variance with the terms of this Agreement provided:
- a) the variations are in writing and are included in or appended to the letter of appointment; and,
 - b) the variations have been approved in writing by the Vice-President after consultation with the President of the Association and prior to the offer being made.
- G1.02.2 The Vice-President may approve special conditions which are at variance with the terms of this Agreement and which are agreed to subsequent to the original appointment of a TLAPO Member provided the variations have been recommended by a Dean and are approved in writing by the TLAPO Member and the President of the Association.

Non-accountable Moving Allowance

- G1.03 A TLAPO Member appointed on a full-time basis upon appointment may be eligible for a non-accountable moving allowance toward expenses necessarily and reasonably incurred in moving to Edmonton which shall be based on removal from the place of residence. Regulations governing non-accountable moving allowances shall be established from time to time by the Board after consultation with the Association and are appended as Appendix G.2.

Basic Conditions

- G1.04.1 A TLAPO Member shall be provided appropriate workspace and reasonable access to support services for the discharge of responsibilities.
- G1.04.2 A TLAPO Member shall be provided with a University library card with the termination date of such card to be the later of the termination date of the TLAPO Member's contract of appointment or the next following August 31.

Article G2: Renewal of Appointments

- G2.01.1 Following an assessment of satisfactory performance, a TLAPO Member who has an appointment for a rolling term shall have the terms of the appointment extended by one year (in the case of persons appointed on a 12 month basis), or one complete term (in the case of persons appointed on recurring terms of less than 12 months).
- G2.01.2 A TLAPO Member who has an appointment for a rolling term and who receives an assessment of unsatisfactory performance shall be provided notice that the contract will terminate on the next following June 30 (or an earlier date for persons whose recurring terms end on a date prior to June 30). If the assessment is not completed by April 1, the TLAPO Member shall receive a minimum of 3 months' notice of termination.
- G2.01.2.1 A TLAPO Member whose responsibilities are those of Temporary Librarian may, within 10 days of the assessment, file a written appeal with the Chief Librarian who shall consider the matter and render a decision within 10 days of receipt of the appeal. The decision shall be final and binding.
- G2.02.2.2 A TLAPO Member whose responsibilities are not those of Temporary Librarian may, within 10 days of the assessment, file a written appeal with the applicable Vice President who shall consider the matter and render a decision within 10 days of the receipt of the appeal. The decision shall be final and binding.
- G2.01.3 Notwithstanding Article G2.01.1., when the need ceases for the position held by a TLAPO Member on a rolling term contract, or when the funding for the appointment is no longer available or sufficient, the Dean or Vice-President shall so inform the TLAPO Member in writing. The appointment of the TLAPO Member shall terminate on the next following June 30. If the information is not provided by April 1, the TLAPO Member shall receive a minimum of 3 months notice of termination. The TLAPO Member shall receive a severance allowance in accordance with Article G10.04.

Recruitment and Retention

- G2.02.1 Recruitment, including the advertising of positions, shall be conducted in accordance with the policies, procedures and protocols of the University, as amended from time to time.
- G2.02.2 Notwithstanding Article G2.02.1, prior to advertising for external candidates, Supervisors shall first notify, either directly or through an internal posting, current TLAPO Members in the Unit of available TLAPO vacancies (positions), or temporary Librarian vacancies (positions), as applicable, and provide current TLAPO Members with a reasonable opportunity to indicate their interest in the available position(s).
- G2.02.3 Available positions shall, whenever possible, be filled by current TLAPO Members, as applicable, in accordance with the following factors:
- a) the required academic qualifications in accordance with the position description;
 - b) the qualifications necessary to perform the required duties; and
 - c) the quality and effectiveness of previous service as determined by the Employer, as based at least in part, on past evaluation(s).
- G2.02.4 Where two or more candidates possess the criteria set out in Article G2.02.3, the candidate assessed to be the most qualified as against those 3 criteria will be selected. If they are assessed as relatively equal, the candidate with the greatest length of service will be selected.

Conversion

- G2.03.1 A TLAPO Member who has served 6 continuous years of full-time employment whether in a rolling term or in successive term appointments shall have their current appointment converted to a (continuing) APO appointment, performing the same duties.

- G2.03.2 The application of Article G2.03.1 shall not require the TLAPO Member to serve any probationary period when their TLAPO Member appointment is converted to a continuing APO appointment.

Article G3: University Responsibilities

- G3.01 The general duties of a TLAPO Member shall be specified in the letter of appointment. A job description shall be attached to the letter of appointment. Specific duties shall be assigned by the Supervisor.

Service

- G3.02 The degree of participation in the governance of the University and other service responsibilities may vary from TLAPO Member to TLAPO Member and from time to time. Participation may be initiated by the TLAPO Member.

Dispute Resolution

- G3.03 If there is a dispute with respect to a TLAPO Member's responsibilities, the TLAPO Member shall have recourse to the Supervisor, the officer to whom the Supervisor reports, and to the appropriate Vice-President. The decision of the Vice-President shall be final and binding.

Article G4: Supplementary Professional Activities (SPA)

Application

- G4.01 This Article G4 shall apply exclusively to all full-time TLAPO Members.

Scope and Context of SPA

- G4.02.1 A TLAPO Member who is a full-time employee has a primary obligation to fulfil University responsibilities. The TLAPO Member shall remain current with recent developments in the discipline through personal professional development.
- G4.02.2 One means of accomplishing professional development may be through professional activity which is supplementary to the primary obligations to the University.
- G4.02.3 Subject to the provisions of this Article G4, a TLAPO Member may engage in SPA. SPA shall not prevent, hinder or unduly interfere with the TLAPO Member's primary responsibilities.

Definition of SPA

- G4.03 Without restricting the generality of the term SPA, this category shall include any of the following:
- a) employment in any capacity by another employer including the carrying out of teaching duties, e.g., summer session at another university;
 - b) consulting;
 - c) personal services contract;
 - d) private practice of the TLAPO Member's profession, e.g., medicine, nursing, law, etc.

Approval of SPA

- G4.04.1 A TLAPO Member shall obtain written approval of the Supervisor prior to undertaking major SPA. Prior to approving SPA, the Supervisor shall ensure that primary University responsibilities will be performed satisfactorily.
- G4.04.2 If there is a dispute with respect to a TLAPO Member's SPA, the TLAPO Member shall have recourse to the Dean and the Vice-President, in that order. The decision of the Vice-President shall be final and binding.
- G4.04.3 The conditions governing SPA are set out in Appendix G.3.

Article G5: Delegation

- G5.01 The Board confirms delegation of its powers, duties and functions for the performance of its responsibilities contemplated by the terms of the Common Agreement and this Schedule G (with the power to subdelegate as set out in this Article), including responsibilities assigned to a person or committee pursuant to:
- a) Article G1 – Appointments
 - b) Article G2 – Renewal of Appointment
 - c) Article G6 – Evaluation
 - d) Article 7 – Discipline
 - e) Article G10 – Lay Off
- G5.02 The authority of any party described in Article G5 to delegate responsibilities under this Article includes the authority to revoke those delegated responsibilities and to exercise those responsibilities directly. The revocation of a delegated responsibility does not nullify decisions, order, directions or recommendations made at the time the delegation of responsibilities remained in effect.
- G5.03 A senior administrator of the University may delegate to another senior administrator of the University or to a TLAPO Member any of the responsibilities assigned in the Common Agreement and this Schedule G to the senior administrator, subject to approval in writing by the administrator to whom the senior administrator reports.
- G5.04 The President of the Association may delegate any responsibility to another member of the executive of the Association or to the Executive Director of the Association.
- G5.05 All delegations of responsibility and revocations of delegation under this article shall be in writing.
- G5.06 If, in the Common Agreement or this Schedule G, a decision is to be made by the Association, the decision shall be made by the President of the Association subject to such restriction as the Association, acting in accordance with its bylaws, may determine. Any Association policy which restricts the ability of the President of the Association to act shall be communicated in writing to the Provost.

Article G6: Evaluation

- G6.01.1 The performance of a TLAPO Member shall be evaluated in accordance with this Article G6.
- G6.01.2 The Supervisor shall be responsible for the evaluation procedures.
- G6.01.3 TLAPO Members in the Library may be reviewed in accordance with procedures for evaluation recommended by Library Council and approved by the Provost following consultation with the Association.

Procedures for Review

- G6.02.1 The review of performance shall be based on criteria of performance set out in the TLAPO Member's job description and assignment of duties.
- G6.02.2 The Supervisor shall meet with the TLAPO Member to discuss performance, if the TLAPO Member so requests.
- G6.02.3 The Supervisor shall determine whether performance was:
- a) exemplary,
 - b) satisfactory, or
 - c) unsatisfactory.

Timing

- G6.03 Evaluation shall be concluded prior to June 30 for assessing all performance in the previous academic year and decisions shall be conveyed to the TLAPO Member in writing by July 15.

Application

- G6.04 The evaluation and decision shall be used:
- a) to provide a formal appraisal of services;
 - b) to award Increments in accordance with G9.02;
 - c) to decide on the extension of rolling term appointments in accordance with G2.01;
 - d) as information in determining future appointments under this Agreement.

Opting out of the Annual Performance Review Process

- G6.05.1 Each year, a TLAPO Member who has reached the Max Salary for Range pursuant to Appendix G.6 may request to opt out of the annual performance review process as follows:
- a) the TLAPO Member shall submit to their Supervisor a one-page report summarizing their accomplishments in the current year, and goals for the next year (as applicable); and
 - b) the report shall be submitted no later than February 1.
- G6.05.2 If the Supervisor, after review of the report, decides that satisfactory performance has been established, then the opt out request shall be approved and the TLAPO Member's performance shall be cited in accordance with Article G6.02.3 (b).
- G6.05.3 If the Supervisor, after review of the report, decides that satisfactory performance has not been established, then the TRAS member shall be notified in writing that the request for opt- out is denied and that the normal annual performance review process shall be followed. The notification shall be provided no later than March 1.
- G6.05.4 The Supervisor's decision pursuant to Article G6.05.3 shall be final and binding.

Article G7: Termination

- G7.01 The term of an appointment shall be indicated on the letter of appointment (Appendix G.1). There is no obligation on the University to extend the appointment beyond that term or to reappoint the TLAPO Member.
- G7.02 A TLAPO Member may resign during the term of appointment. The TLAPO Member is encouraged to give one month's notice, in writing, to the Dean or the Vice-President who made the original appointment.
- G7.03 On termination, a TLAPO Member must return all University property to the appropriate departmental officer.

Article G8: Benefits

Vacation

- G8.01.1 Each TLAPO Member whose term of appointment is for 12 months or longer shall be entitled to an annual vacation of 22 days.
- G8.01.2 Each TLAPO Member whose appointment is for less than 12 months shall receive pay in lieu of vacation equal to 4% of salary payable.
- G8.01.3 Salary in lieu of vacation shall not be paid to TLAPO Members except as indicated in Article G8.03.2.

- G8.01.4 Unused vacation time may not be carried forward from year to year without the advance written consent of the Vice-President or Dean.

Pension

- G8.02.1 The Board shall pay to TLAPO Members whose appointment is for 12 months or longer and who are full-time and who are not participating in the UAPP, a monthly amount equivalent to the employer contributory rate to UAPP for current service.
- G8.02.2 Notwithstanding Article G8.02.1, a TLAPO Member who is a participant in the UAPP on September 1, 1998 and who wishes to continue to be a participant, shall be eligible to do so or, at the TLAPO Member's option, may opt for the benefit under Article G8.02.1. If the TLAPO Member opts for the benefit under Article G8.02.1, the TLAPO Member shall inform the Employee Programs Office, Human Resource Services, in writing of the decision not later than September 30, 1998. If the TLAPO Member does not opt for the benefits under Article G8.02.1, participation in the UAPP shall continue.

Benefits

- G8.03.1 A TLAPO Member whose appointment is for 8 months or longer and who is full-time, shall participate in the benefit plans set out in Appendix G.5, in accordance with eligibility restrictions stated therein. These benefits are Alberta Health Care Insurance, Supplementary Health Care, Professional Expense Reimbursement, Remission of Tuition Fees, Life Insurance, Dental Care, and Long Term Disability Insurance.
- G8.03.2 A TLAPO Member whose appointment is part-time or is less than 8 months in duration is currently not eligible for the benefit programs.
- G8.03.3 In lieu of the benefit programs, the Board shall pay to a TLAPO Member whose appointment is part-time or is for less than 8 months in duration, an amount equal to 4% of salary.

Eligibility

- G8.04.1 A TLAPO Member who has been granted leave with full pay shall remain eligible for full participation in the benefit programs under this Article G8. (Benefits coverage for a TLAPO Member on Maternity Leave shall be in accordance with Article 8.06.4(b).)
- G8.04.2 A TLAPO Member who is not eligible for Alberta Health Care because of a failure to meet residency requirements is not eligible for coverage under Alberta Health Care or Supplementary Health Care. Such a TLAPO Member is eligible to participate in the University's Health Insurance Plan as set out in Appendix G.5 in accordance with eligibility restrictions stated therein.

Article G9: Salaries and Increments

Salaries

- G9.01.1 The minimum salary for a TLAPO Member performing Librarian duties and who is full-time shall be the same as the minimum salary for Librarian 1 in the tenure-track. The salary minimum for such a TLAPO Member who is part-time shall be proportional to the foregoing.
- G9.01.2 Salary rates for TLAPO Members performing administrative or professional duties shall be determined by the following procedures:
- Prior to making an offer of appointment, the appointing officer shall discuss an appointment salary range with the Provost or his designate. The primary purpose of this consultation is to maintain salary equity in TLAPO Members' appointments.
 - Where required, the appointing officer may request a variation in the range for market or recruitment reasons.
 - A TLAPO Member may submit a written request for a review of the salary, citing reasons for such request.
 - On receipt of a request for salary review, the Vice-President or his designate shall conduct a review and may adjust the salary levels.

- G9.01.3 The salary rates referenced in Article G9.01.1 and G9.01.2 are minima. Salary levels above the minimum shall continue to be possible. For TLAPO Members holding existing contracts of employment, which are more beneficial than these minima, the existing contract shall continue to apply.
- G9.01.4 Salary levels shall be determined and paid in accordance with Appendix G.6 and the guidelines outlined in Appendix G.4.

Increments

- G9.02.1 A TLAPO Member shall receive an Increment if re-appointed to a subsequent term appointment, provided:
- a) that the evaluation of performance in the preceding year was at least satisfactory, and
 - b) provided the TLAPO Member has received no more than 5 Increments in the past.
- G9.02.2 Additional Increments may be awarded at the decision of the appointing officer.
- G9.02.3 Increments shall take effect on July 1 or on the first date of reappointment after July 1 following the period of service covered by the Increment.
- G9.02.4 The value of Increments shall be 3% of base salary, except that the value of Increments for TLAPO Members performing Librarian duties shall be the same as the value at the rank of Librarian 1.

Article G10: Layoff

- G10.01 This Article G10 shall not apply to those TLAPO Members whose appointments terminate by the end of a current academic year (June 30).
- G10.02 In the case of TLAPO Members other than those excluded under Article G10.01, if the appointing officer determines that the need for the appointment of a TLAPO Member no longer exists or that funding for the appointment is no longer available or is insufficient, the appointing officer shall so advise the TLAPO Member, in writing, and the appointment of the TLAPO Member shall terminate under the terms and conditions of G10.03. A copy of the notice shall be sent to the Association.
- G10.03 Prior to sending the notice, the appointing officer shall meet with the TLAPO Member to discuss the recommendation. The TLAPO Member shall have the right to be accompanied at such a meeting by a representative of the Association.
- G10.04 If an appointment of a TLAPO Member is terminated under G10.02, the following conditions shall govern notice and severance:
- a) The notice period shall be 3 months;
 - b) Where the TLAPO Member's service to the University up to the date of termination advice under G10.02 is less than one year, the TLAPO Member shall not be entitled to severance upon termination;
 - c) Where the TLAPO Member's service to the University up to the date of termination advice under G10.02 is one year or more, the TLAPO Member shall be entitled to severance of one month's salary for each year of service, prorated for partial years of service based on completed months, to a maximum of 9 months' salary.
 - d) Notwithstanding the foregoing, the appointing officer may offer the TLAPO Member whose appointment is being terminated under this Article G10 an alternative appointment and, if so, a new contract shall be entered into between the University and the TLAPO Member and the rules under this Article G10 shall be amended appropriately.
- G10.05 During the notice period, the TLAPO Member shall perform such duties as may be assigned or be placed on leave with full pay or be required to take any accumulated vacation, or a combination of the foregoing; after discussion with the TLAPO Member, the Supervisor shall decide which of the foregoing shall apply.

Appendix G.1: Template* Letter of Appointment



[Office Name]

[Name]
[Address]

[enter date]

Dear [Name]:

On behalf of the Board of Governors of the University of Alberta, I am pleased to offer you a formal appointment to the academic staff of the University of Alberta in accordance with the terms set forth below. Should you accept this offer, your employment will be governed by the Collective Agreement, including Schedule G for Temporary Librarian, Administrative, and Professional Officers (TLAPO), a copy of which can be found at <https://www.ualberta.ca/faculty-and-staff/my-employment/collective-agreements-and-handbooks>. The Collective Agreement may be amended in accordance with its terms and such amendments are binding upon you.

The specific terms of the appointment offer are:

1. Position:
2. Department:
Faculty:
3. Period of appointment: [Start Date] to [End Date]
4. Full-Time/Part-Time:
5. Salary: **[\$Salary] per annum**
6. Duties (Administrative/Professional, Librarian):
7. Special conditions, if any:
8. You may be eligible for a non-accountable moving allowance of **[\$n/a or other]** in accordance with Article G1.03 and Appendix G.2 of the Agreement.

The return of one signed original copy of this letter to the undersigned will constitute your acceptance of this offer of appointment on the terms hereof.

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

Protection of Privacy: Personal information provided is collected and protected pursuant to Part 1 Division 1, and specifically sections 4(c) and 10, of the *Protection of Privacy Act* (POPA). In accordance with Part 1 Division 2, and specifically sections 12 and 13, of POPA, the collected personal information will be used and disclosed to manage employee records and/or administer academic programs and student services. Certain information will be made available to federal and provincial departments and agencies under appropriate legislative authority. The University of Alberta uses automated systems to generate content and to make decisions, recommendations and predictions. The personal information collected may be included in these automated systems. For further information about the collection, use and disclosure of this information, please contact: Shared Services, 10230 Jasper Avenue, Edmonton, Alberta, T5J 0B2, 780-492-8000.

THIS FORM CONSTITUTES THE ENTIRE CONTRACT OF APPOINTMENT BETWEEN THE APPOINTEE AND THE UNIVERSITY AND NO OTHER WRITTEN OR ORAL CONDITION, QUALIFICATION OR AGREEMENT EXISTS OR IS INCLUDED HEREIN BY REFERENCE HERETO EXCEPT AS HEREINBEFORE SET FORTH.

Yours sincerely,

[Name]
[Title]

Received by University

ACCEPTANCE

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

Dated at _____
(City)

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

Signature

*The parties agree that the Employer will not unilaterally make amendments or deletions to the substantive content of this Letter of Appointment, but may unilaterally make changes required by amendments to legislation or that are considered housekeeping in nature (e.g. updates to referenced links, contact information, and similar). Where an individual Letter of Appointment is in conflict with the Collective Agreement, the Collective Agreement is paramount.

Appendix G.2: Non-accountable Moving Allowance Regulations

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

The Maximum Grant (\$) values shall be no less than those provided for in the 2020-2024 collective agreement.

Appendix G.3: Conditions for Supplementary Professional Activities (SPA)

1. SPA at the University

- 1.1 Under certain circumstances, a TLAPO Member may accept responsibilities at the University in addition to regular responsibilities for which the TLAPO Member may receive remuneration additional to regular salary.
- 1.2 The Supervisor and the Vice-President shall approve requests for approval of such SPA prior to the assumption of the responsibilities.
- 1.3 SPA shall be performed outside regular office hours unless otherwise approved by the Vice-President.

2. SPA Outside the University

- 2.1 A TLAPO Member who proposed to engage SPA for another employer or as a consultant or self employed professional shall inform the Supervisor in writing of such intention.
- 2.2 The written permission of the Supervisor is required if
 - a) the activities will take place during regular University office hours; or
 - b) the activities involve University staff, students or the use of University facilities.

Appendix G.4: Salary Administration

1. Salary

There is a minimum salary schedule for TLAPO Members, one which relates minimum salaries to the TLAPO Member's academic qualifications and to prior experience as such a TLAPO Member at this University.

2. The following detailed regulations serve to interpret the salary schedule:

2.1 "Period of Appointment on U of A Staff" shall be interpreted as follows:

- a) One period of appointment will be equal to any term of appointment of 8 months (the regular teaching session - September 1 to April 30) to one year;
- b) If a TLAPO Member is in the second 8-month, or sessional appointment, they will be considered to be in the second period of appointment, etc;
- c) Appointment terms of less than 8 months shall be converted to the general rule in paragraph 2.1(a), above. For example, a TLAPO Member in the second 4-month appointment will be considered to be in the first period of appointment;
- d) [Vacant]
- e) If there is a break in service of 12 months, or more, between the current appointment and a previous appointment under these regulations, the University is not obligated to count the prior employment as service in determining the minimum salary under paragraph 1.

2.2 The salary schedule indicates the **minimum** salaries which must be paid given the prior service and qualifications. Salaries **may** be paid which exceed these minima.

2.3 The qualifications held on the effective date of the appointment will govern the minimum salary. In cases where all of the requirements for the degree have been met at that time but where the degree has not been formally awarded (at Convocation), the more liberal interpretation will be taken - provided the appointee can produce evidence to the effect that this is the case.

3.1 Salary shall be paid monthly for the month of duties just completed. Salary payments are normally issued on the second last banking day of the month.

3.2 The salary amount stated on the contract letter of appointment is the **gross** salary rate. That is, it is the appointee's salary **before** deductions are made for income tax, employee benefits, etc. The salary cheque sent to the TLAPO Member is **net** of these deductions.

3.3 The Canadian Income Tax regulations state that each employee is to file a statement with the employer with respect to personal exemptions claimed. Accordingly, when a person is appointed to the staff of the University they must file with Human Resource Services the certification of personal exemptions on form TD1, "Personal Tax Credit Return."

3.4 The University is required by law to accept legal garnishees and tax levies against the salaries of TLAPO Members.

3.5 A TLAPO Member who was employed under these regulations in both the immediately preceding and current academic years shall have a current monthly salary rate which exceeds the immediately preceding monthly salary rate by at least the appropriate "service increment." There are no such increments if the TLAPO Member is going into the sixth or subsequent year of service. A "service increment" is the difference between the salary rate shown on one row/line in Appendix I and that for the next lower row/line in that section.

Appendix G.5: Benefits

1. Alberta Health Care Insurance (AHC)

- 1.1 A full-time TLAPO Member whose appointment is for one year or longer shall participate in the University group of AHC, provided that the TLAPO Member is eligible to participate in the AHC. Such participation shall be for single coverage or family coverage, depending on the TLAPO Member's circumstances; in either case, the University pays the entire premium.
- 1.2 A full-time TLAPO Member whose appointment is for 8 months or longer but for less than one year shall participate in the University group of AHC. If the TLAPO Member is single, the University will pay the entire premium. If the TLAPO Member has eligible dependents, they will participate in family coverage; the University will pay the premium for single coverage and the TLAPO Member will pay the difference between the premium for single coverage and the premium for family coverage, by payroll deduction.
- 1.3 A full-time TLAPO Member whose appointment is for less than 8 months or who is on a part-time appointment is not eligible to participate in the University group of AHC.
- 1.4 Notwithstanding paragraphs 1.2 and 1.3, a TLAPO Member who has consecutive appointments with no breaks between them and where the total of such appointments satisfies the requirements of either paragraphs 1.1 or 1.2, depending on the case, is eligible for the greater benefits under AHC. In such a case, the date for eligibility for the extended benefits is the effective date of the subsequent appointment.

2. Supplementary Health Care (SHC)

- 2.1 A full-time TLAPO Member whose appointment is for one year or longer and who is a participant in the AHC shall participate in the University's SHC program. Such participation may be single coverage or family coverage, depending on the TLAPO Member's circumstances; in either case, the University pays the entire premium.
- 2.2 A full-time TLAPO Member whose appointment is for 8 months or longer but for less than one year and who is a participant in the AHC shall participate in the University group of SHC. If the TLAPO Member is single, the University will pay the entire premium. If the TLAPO Member has eligible dependents, they may participate in family coverage; the University will pay the premium for single coverage and the TLAPO Member will pay the difference between the premium for single coverage and the premium for family coverage, by payroll deduction.
- 2.3 A full-time TLAPO Member whose appointment is for less than 8 months or who is on a part-time appointment is not eligible to participate in the University group of SHC.
- 2.4 Notwithstanding paragraphs 2.2 and 2.3, a TLAPO Member who has consecutive appointments with no breaks between them and where the total of such appointments satisfies the requirements of either paragraphs 2.1 or 2.2, depending on the case, is eligible for the greater benefits under SHC. In such a case, the date for eligibility for the extended benefits is the effective date of the subsequent appointment.

3. Dental Care (DC)

- 3.1 A full-time TLAPO Member whose appointment is for one year or longer shall participate in full in the University's DC program. Such participation may be single coverage or family coverage, depending on the TLAPO Member's circumstances; in either case, the University pays the entire premium.
- 3.2 A full-time TLAPO Member whose appointment is for 8 months or longer but for less than one year (inclusive) shall participate in the basic maintenance portion of the University's DC program (restorative and orthodontia not available). If the TLAPO Member is single, the University will pay the entire premium. If the TLAPO Member has eligible dependents, they are eligible for family coverage; the University will pay the premium for single coverage and the TLAPO Member will pay the difference between the premium for single coverage and the premium for family coverage, by payroll deduction.

- 3.3 A full-time TLAPO Member whose appointment is for less than 8 months or who is on a part-time appointment is not eligible to participate in the University's DC program.
- 3.4 Notwithstanding paragraphs 3.2 and 3.3, a TLAPO Member who has consecutive appointments with no breaks between them and where the total of such appointments satisfies the requirement of either paragraphs 3.1 or 3.2, depending on the case, is eligible for greater benefits under DC. In such a case, the date for eligibility for the extended benefits is the effective date of the subsequent appointment.

4. Long Term Disability Insurance (LTDI)

- 4.1 A full-time TLAPO Member whose appointment is for one year or longer and who is less than 65 years of age shall participate in the same illness/LTDI program as that provided to full-time tenure-track staff.
- 4.2 A full-time TLAPO Member whose appointment is for 8 months or longer but for less than one year and who is less than 65 years of age shall participate in the University's fully- insured LTDI plan. The University pays the entire premium for coverage under the LTDI plan. LTDI benefits begin 6 months following the onset of the disability. In the meantime, the TLAPO Member could apply for Employment Insurance benefits, depending on eligibility for that program.
- 4.3 A full-time TLAPO Member whose appointment is for less than 8 months or who is on a part-time appointment is not eligible to participate in the University's LTDI plans.
- 4.4 Notwithstanding paragraph 4.3, a TLAPO Member who has consecutive appointments with no break between them, and where the total of such appointments satisfies the requirements of paragraphs 4.1 or 4.2, shall participate in the appropriate LTDI plan on the effective date of the subsequent appointment.

5. Group Life Insurance

- 5.1 A full-time TLAPO Member whose appointment is for one year or longer shall participate in full in the University's Group Life Insurance program. This is the same program as that provided to full-time tenure-track staff. Amount of coverage is dependent on the age of the appointee. The University pays the entire premium.
- 5.2 Notwithstanding paragraph 5.1, a TLAPO Member shall not participate in the University's Group Life Insurance Plan beyond the June 30 immediately following attainment of age 65.
- 5.3 A full-time TLAPO Member whose appointment is for 8 months or longer but for less than one year and who is less than 65 years of age shall participate in the University's Group Life Insurance program. Coverage is for \$25,000, with the University paying the entire premium.
- 5.4 A full-time TLAPO Member whose appointment is for less than 8 months or who is on a part-time appointment is not eligible to participate in the University's Group Life Insurance program.
- 5.5 Notwithstanding paragraphs 5.3 and 5.4, a TLAPO Member who has consecutive appointments with no break between them and where the total of such appointments satisfies the requirements of either paragraphs 5.1 or 5.3, depending on the case, is eligible for the greater benefits under the Group Life Insurance program. In such a case, the date for eligibility for the extended benefits is the effective date of the subsequent appointment.
- 5.6 A TLAPO Member who is eligible to participate in the Group Life Insurance program under paragraphs 5.1, 5.3 or 5.5 is eligible to apply for group optional life insurance which is in addition to the basic coverage. Optional coverage is in units of \$10,000, to a maximum of 30 units. The entire cost of optional life insurance is borne by the TLAPO Member.
- 5.7 A TLAPO Member who is eligible to participate in the Group Life Insurance program under paragraphs 5.1, 5.3 or 5.5 may insure their dependents under an optional group life plan.

6. Professional Expenses

- 6.1 A full-time TLAPO Member whose appointment is for 8 months or longer is eligible to participate in the University's Professional Expense program. Under that program, the University will reimburse the TLAPO Member for professional expenses which are not otherwise reimbursed by the University and which relate to the TLAPO Member's responsibilities at the University. There is a maximum annual reimbursement rate and, if an appointment is for less than one year, that maximum will be pro-rated on the basis of the number of months of the appointment.
- 6.2 A TLAPO Member whose appointment is for less than 8 months or who is on a part-time appointment is not eligible to participate in the Professional Expense program.
- 6.3 Notwithstanding paragraph 6.2, a TLAPO Member who has consecutive appointments with no break between them and where the total of such appointments is 8 months or longer shall be eligible to participate in the Professional Expense program retroactive to the effective date of the first appointment in the sequence.

7. Remission of Tuition Fees

- 7.1 The Board shall remit the tuition fees of a full-time TLAPO Member who, with the approval of the Supervisor, enrolls in courses at the University. Such remissions shall be limited to the equivalent value of 4 single term credit courses in Arts per year; if a TLAPO Member's service is less than one year, they will be eligible for a pro-rated remission maximum. Normally, a TLAPO Member shall not be enrolled in more than one course at a given time.
- 7.2 A TLAPO Member whose appointment is for less than 8 months or who is on a part-time appointment is not eligible to participate in the remission of tuition fees program.

8. University of Alberta Health Insurance Plan

- 8.1 A full-time TLAPO Member whose appointment is for 8 months or longer but for less than one year and who is not eligible for coverage under Alberta Health Care or Supplementary Health Care may opt to participate in the UAHIP. If the TLAPO Member is single, the University will pay the entire premium. If the TLAPO Member has eligible dependents, they may participate in family coverage; the University will pay the premium for single coverage and the TLAPO Member will pay the difference between the premium for single coverage and the premium for family coverage, by payroll deduction.
- 8.2 A full-time TLAPO Member whose appointment is for less than 8 months or who is on a part-time appointment is eligible to participate in the UAHIP. If the TLAPO Member enrolls in the UAHIP, they will pay 100% of the appropriate single or family premium by payroll deduction.

Appendix G.6: Salary Schedule

Salary Levels for Temporary Administrative Professionals

July 1, 2024 to June 30, 2025
(reflects negotiated increase of 3%)

Level	Salary Range		
1	\$64,983	-	\$108,345
2	\$69,763	-	\$116,195
3	\$73,063	-	\$121,319
4	\$79,096	-	\$132,016
5	\$85,468	-	\$142,485
6	\$91,613	-	\$153,070
7	\$97,987	-	\$163,880
8	\$104,134	-	\$173,897
9	\$119,041	-	\$194,495
10	\$130,878	-	\$214,411

July 1, 2025 to June 30, 2026
(reflects negotiated increase of 3%)

Level	Salary Range		
1	\$66,932	-	\$111,595
2	\$71,856	-	\$119,681
3	\$75,255	-	\$124,959
4	\$81,469	-	\$135,976
5	\$88,032	-	\$146,760
6	\$94,361	-	\$157,662
7	\$100,927	-	\$168,796
8	\$107,258	-	\$179,114
9	\$122,612	-	\$200,330
10	\$134,804	-	\$220,843

July 1, 2026 to June 30, 2027
(reflects negotiated increase of 3%)

Level	Salary Range		
1	\$68,940	-	\$114,943
2	\$74,012	-	\$123,271
3	\$77,513	-	\$128,708
4	\$83,913	-	\$140,055
5	\$90,673	-	\$151,163
6	\$97,192	-	\$162,392
7	\$103,955	-	\$173,860
8	\$110,476	-	\$184,487
9	\$126,290	-	\$206,340
10	\$138,848	-	\$227,468

July 1, 2027 to June 30, 2028
(reflects negotiated increase of 3%)

Level	Salary Range		
1	\$71,008	-	\$118,391
2	\$76,232	-	\$126,969
3	\$79,838	-	\$132,569
4	\$86,430	-	\$144,257
5	\$93,393	-	\$155,698
6	\$100,108	-	\$167,264
7	\$107,074	-	\$179,076
8	\$113,790	-	\$190,022
9	\$130,079	-	\$212,530
10	\$143,013	-	\$234,292

Minimum Salary Schedule for Temporary Full-Time Librarians

July 1, 2024 (reflects an increase of 3%)

Minimum Salary	Maximum Salary	Single Increment
\$65,873	\$91,206	11 @ \$ 2,303 p.a.
\$91,207	\$131,677	15 @ \$ 2,698 p.a.

July 1, 2025 (reflects an increase of 3%)

Minimum Salary	Maximum Salary	Single Increment
\$67,849	\$93,941	11 @ \$ 2,372 p.a.
\$93,942	\$135,627	15 @ \$ 2,779 p.a.

July 1, 2026 (reflects an increase of 3%)

Minimum Salary	Maximum Salary	Single Increment
\$69,884	\$96,757	11 @ \$ 2,443 p.a.
\$96,758	\$139,703	15 @ \$ 2,863 p.a.

July 1, 2027 (reflects an increase of 3%)

Minimum Salary	Maximum Salary	Single Increment
\$71,981	\$99,657	11 @ \$ 2,516 p.a.
\$99,658	\$143,893	15 @ \$ 2,949 p.a.

Appendix G.7: Copyright Regulations (2016)

1. Ownership

- 1.1 Pursuant to 11.02, a Staff Member who creates a Work resulting from or connected with the Staff Member's duties or employment owns copyright in the Work. However, the University owns or has an interest in Works as provided in paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, 3.1, 5.1, and 5.2 of this Appendix G.7.
- 1.2 For the purposes of this Appendix G.7 and Article 11, "Work" or "Works" means anything in which copyright subsists pursuant to the *Copyright Act* (Canada), whether published or unpublished. For greater certainty, Work includes: architectural works, artistic works, choreographic works, cinematographic works, collective works, dramatic works, literary works, musical works, compilations, performers' performances, sound recordings and communication signals, all as defined in the *Copyright Act* (Canada).
- 1.3 A creator has moral rights in a Work, as provided under the *Copyright Act*. The Parties endorse and support the creator's right to manage those moral rights.
- 1.4 If a Staff Member creates a Work
- (a) in the course of performing administrative or management duties or activities for the University, a Department, or a Faculty, including all units therein associated (e.g., Centres and Institutes); or
 - (b) for the purposes of a committee or group of a Department, Faculty, or the University;
- then the University owns copyright in the Work.
- 1.5 If a Staff Member creates a Work pursuant to a written agreement between the Staff Member and the University, that agreement shall address the University's arrangement with the Staff Member regarding ownership or other interest in that Work.
- 1.6 If a Staff Member creates a Work under a sponsored research funding agreement with a third party funder, copyright ownership and licensing are governed by the terms of the sponsored research funding agreement. Because the University shall enter into the sponsored research funding agreement with the sponsor, the University has the right to obtain from the Staff Member an assignment or licence of the copyright as necessary to fulfill its obligations to the sponsor under the sponsored research funding agreement. However, the Staff Member cannot unilaterally assign or licence Works that are not wholly owned or created by that Staff Member.
- 1.7 If a Staff Member creates a Work under any other agreement between the University and a third party, including but not limited to a secondment agreement or facility access agreement, copyright ownership and licensing are governed by the terms of the agreement between the University and the third party. To avoid any need for the Staff Member personally to transfer or agree to transfer rights relating to the Work to the third party (which may entail the personal liability of the Staff Member), the University has the right to obtain from the Staff Member an assignment or licence of the copyright as necessary to fulfill its obligations to the third party under the agreement. However, the Staff Member cannot unilaterally assign or licence Works that are not wholly owned or created by that Staff Member.

2 University Licence

General Principles

- 2.1 Subject to paragraphs 2.2 to 2.10 inclusive, the University is and shall be entitled to an immediate, non-exclusive, royalty-free, non-transferable, irrevocable licence to use any Work created or produced by a Staff Member that results from or is connected with the Staff Member's duties or

employment, for all purposes within the University's approved mandate pursuant to the *Post-Secondary Learning Act* (Alberta).

- 2.2 The purposes referred to in paragraph 2.1 include, but are not be limited to, unit accreditation, unit or University marketing, and any not-for-profit activity.
- 2.3 The licence contemplated by paragraph 2.1 does not apply if, as a result of reasonable academic or pedagogical publishing practice, a Staff Member must assign copyright to a Work to a third party as a condition of publication. In such a case, the Staff Member shall make best efforts to cause the third party to provide a licence to the University in relation to the Work, such licence containing terms that are analogous to those described in paragraph 2.1.
- 2.4 The licence contemplated by paragraph 2.1 does not preclude a Staff Member from agreeing with the University to grant any additional licence or other rights in and to a Work to the University.
- 2.5 A Staff Member, reasonably believing that their Work is unsatisfactory for a proposed use due to outdating, incompleteness, negative impact on the professional reputation of the Staff Member, or other academic grounds, may amend the Work or require that its use be withheld.

Limited Exception – Works Created to Fulfill Assigned Course Responsibilities

- 2.6 Except in the cases described in paragraphs 2.7 to 2.10 inclusive, the licence contemplated by paragraph 2.1 does not apply to any Work created by a Staff Member to fulfill assigned course responsibilities under Article G3.01.
- 2.7 The licence contemplated by paragraph 2.1 includes those elements of a course outline that set out the information required by General Faculties Council policy, as described in the University Calendar.
- 2.8 If a Staff Member is unable or unavailable to deliver all or part of a course duly assigned to that Staff Member, the University may use the Work described in paragraph 2.6 to complete the delivery of the course. Such a licence will not be irrevocable, but instead will be for the duration of the course in that academic year.
- 2.9 The University may use a Work described in paragraph 2.6 for the purposes of unit accreditation, in connection with transfer credit determinations or as the University may be required to meet its obligations to students.
- 2.10 If a Staff Member is assigned course responsibilities under Article G3.01 that entail the preparation of course materials for use in multiple courses or courses taught in multiple sections, the licence contemplated by paragraph 2.1 applies to those materials and it shall not be an interference in the creator's moral rights for the University to modify the course materials as required for the purpose of keeping them current.

3. Computer Programs and the University Patent Policy

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

4. Conflict of Interest and Conflict of Commitment

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

5. Collaborative Works

- 5.1 Works created collaboratively by students, staff, faculty and/or others present special challenges with regard to copyright. Such works may be owned in whole or in part by the University, or the

University may have rights in and to those Works if they fall within one of the categories described in paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, or 3.1 of this Appendix.

- 5.2 Subject to paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, or 3.1 of this Appendix G.7, if a Work is created by a Staff Member and one or more other individuals governed by University collective agreements, policies, and procedures, as between the University and that Staff Member and the individual or individuals, each person's rights and obligations relating to the Work shall be determined by the applicable University collective agreements, policies, and procedures. In the case of some collaborative Works, especially those involving members of different categories of persons within the University community, the parties involved may decide to assign copyright to the University in order to coordinate distribution, use, and (when appropriate) revenue sharing.
- 5.3 If a Work is created by a Staff Member and an individual or individuals who are not subject to University collective agreements, policies, and procedures, ownership of copyright will be decided in accordance with:
- (a) a written agreement between that Staff Member and that individual or those individuals;
 - (b) a written agreement between the University and another organization; or
 - (c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix will apply to any interest held by the Staff Member, with the necessary changes.

6. Guidelines

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

Memorandum of Understanding RE: Joint Workload Study Committee

University of Alberta Board of Governors and AASUA
Joint Workload Study Committee
Memorandum of Understanding as to the **Terms of Reference** of the Committee

Adopted by the Committee on [Insert Date]

NAME

This committee shall be comprised of representatives of the AASUA Members and of the Academic Administrators ("Administration"). It shall be known as the **Joint Workload Study Committee** (the "Committee").

COMMITTEE MEMBERSHIP

Membership shall include:

- 5 active AASUA Members as determined by the AASUA; and
- 5 members of the Administration as determined by the Employer

The Committee will be co-chaired by one representative from each of AASUA and Administration.

Each party shall be responsible for appointing its members to the Committee, and may substitute members as necessary on notice to the other parties as provided for below. With agreement, which shall not be unreasonably withheld, each party may also bring subject matter experts to committee meetings as applicable.

CONSTITUENCY SPECIFIC RESOURCE WORKING GROUPS ("Resource Working Groups")

Acknowledging that the Constituencies that make up the academic staff membership under the Collective Agreement are diverse, with a wide range of unique interests as well as differing responsibilities owed towards the University; and that they experience a broad range of employment relationship structures, the parties agree that the following Resource Working Groups will be formed as subordinate to the Committee. The Resource Working Groups are intended to provide the capacity required for the Committee to effectively complete its purpose in a timely manner. The Resource Working Groups will report their findings to the Committee, for the Committee's thoughtful consideration, as follows:

Academic Faculty Members (Schedule A) Resource Working Group

1 Academic Faculty Member from the College of Natural + Applied Sciences
1 Academic Faculty Member from the College of Social Sciences + Humanities 1 Academic Faculty Member from the College of Health Sciences
1 Academic Faculty Member from the Academic Faculty membership at large (not from one of the above Colleges)

FSO (Schedule B) Resource Working Group

1 FSO Member from the College of Natural + Applied Sciences
1 FSO Member from the College of Social Sciences + Humanities 1 FSO Member from the College of Health Sciences

Librarians (Schedule C) Resource Working Group

2 Members of the Librarian Constituency from Rank 1 or Rank 2

Academic Teaching Staff (Schedule D) Resource Working Group

1 ATS Member from the College of Natural + Applied Sciences

1 ATS Member from the College of Social Sciences + Humanities 1 ATS Member from the College of Health Sciences

1 ATS Members from the ATS Membership at large (not from one of the above Colleges)

Trust/Research Academic Staff (Schedule E) Resource Working Group

1 TRAS Member from the College of Natural + Applied Sciences

1 TRAS Member from the College of Social Sciences + Humanities 1 TRAS Member from the College of Health Sciences

1 TRAS Member from the TRAS Membership at large (not from one of the above Colleges)

APO (Schedule F) Resource Working Group

1 APO Member from the College of Natural + Applied Sciences

1 APO Member from the College of Social Sciences + Humanities 1 APO Member from the College of Health Sciences

1 APO Member from the APO Membership at large (not from one of the above Colleges)

TLAPO (Schedule G) Resource Working Group

2 TLAPO Members

Members of the Resource Working Groups from the different Constituencies will be approved by the AASUA.

Service on the Committee and Resource Working Groups by Academic Staff will be recognized as part of their service duties or regular assigned duties, as applicable.

Requests to serve as a Member of the Committee or Resource Working Groups shall be secured in advance by Academic Staff and shall not be unreasonably denied, taking into consideration operational requirements, such as teaching.

Academic Staff appointed to the Committee or Resource Working Groups shall remain responsible for all of their other assigned duties, with the understanding that this service forms part of an Academic Staff's service duties or regular assigned duties, and that the time required for meaningful participation in the Committee's or Working Group's work shall explicitly be taken into account by the supervisor when assigning the Academic Staff's overall position responsibilities. It is anticipated that the time commitment will be approximately 5% of one's overall responsibilities.

PURPOSE / OBJECTIVES

The parties agree to undertake the following activities in the work of the Committee:

- To complete within one year's time from the establishment of the Committee, a comprehensive workload and hours of work study for Constituency Staff Members, as supported by the Resource Working Groups and other sources;
- To research and review appropriate external and internal comparators as necessary;
- To create guidelines for the application of Article 12, as may be considered necessary by the Committee; and
- to recommend any required action items related to the above;

all of which to be prepared in a Report for consideration of the parties - see Timelines for Formation and Reporting.

PRINCIPLES

In order to foster effective working relationships, the parties agree that it is important that roles and responsibilities of the Committee members are clear.

The Committee's operating principles are as follows:

- The parties agree to follow the Decision Making process (see below) as specified in these Terms of Reference.
- Quorum: at least three (3) members of the University's Administration and three(3) representatives from the Staff members of the Faculty/Department/Unit must be present if a substantive decision is required to be made by the Committee. The representatives of each party shall have one collective vote each on all decisions.
- While consistency of membership is a shared objective, the parties will use best efforts to provide at least two weeks' notice of a change in Committee Membership, or attendance at a meeting.
- While the parties can make decisions on which items to take forward to their respective principals for further discussion and approval, the parties recognize that representatives at the table do not have the ultimate authority to make final decisions. That is, the Committee's work is recommendatory only.

TERM AND FREQUENCY OF MEETINGS

The Committee will meet as long as required to complete its Objectives as stated above. The parties will make their best efforts to meet regularly, but not less than for three (3) hours each month.

The Committee members will establish a schedule for meetings.

DECISION MAKING

The Committee shall attempt to reach consensus on its recommendations and advice where possible. The Committee shall at all times engage in good faith efforts to resolve differences.

Where consensus is not reached, the Committee may issue its recommendations and advice in more than one report / by counter-part.

TIMELINES FOR FORMATION AND REPORTING

The Committee and Resources Working Groups are expected to be established, and membership reported to the University and the AASUA no later than 2 months after the ratification of the Collective Agreement that is the successor to the Collective Agreement between the parties with the term ending June 30, 2024.

The Committee's report is due to the parties' principals no later than twelve (12) months after the Committee's representatives are approved by the University (Administration Representatives) and the AASUA (Association Member Representatives). The parties will approve their representative members as soon as reasonably practicable.

The parties may agree to an extension of these deadlines if the Committee so requests.

REPORTING AND FEEDBACK

The advice and recommendations provided by the Committee shall be considered sincerely by each party's principals, and their responses to the Committee's advice and recommendations shall be provided in writing to the Committee by each party's representatives.

The Committee's report and the University's and the AASUA's responses shall be made available to all AASUA members and Administration.

GENERAL

These Terms of Reference may be amended from time-to-time with the written agreement of both parties' representatives to the Committee.

As may be feasible and available, the Board will provide the Committee and/or Resource Working Groups with relevant information and data.

The Committee will, to the extent possible, exchange documents and information relevant to the Committee's discussions in advance of the meetings.

The parties agree to jointly cooperate with and adequately resource the Committee, and share expenses as may be reasonably necessary and justified by the Committee.

The Committee representatives may share information with their respective principals.

Requests for changes to the meeting schedule will require three (3) weeks notice, excepting unforeseen emergency circumstances.

The responsibilities of the Committee Chair will be shared and the responsibility for conducting the meeting will rotate between the parties each meeting, with each party taking a turn. Each party will appoint a representative as a co-chair, and a representative as second chair.

Retention of the Committee's minutes and associated documentation is the responsibility of the Committee.

Disputes over the interpretation and operationalization of this Memorandum of Understanding shall be subject to the grievance and arbitration provisions of the parties' Collective Agreement. For clarity, the particular outcomes of the work, the recommendations of the Committee and/or working groups, and the acceptance or rejection of any such recommendation(s) by the parties' principals are not grievable.

AGREEMENT

This Memorandum of Understanding is agreed-to on the 31st day of October, 2025 and expires on October 31, 2027, except as may be extended by agreement.

MEMORANDUM OF AGREEMENT

JOINT WORKING GROUP

RE: Schedule C: LIBRARIANS, Promotions for Librarians

It is agreed that the Working Group has a mandate to develop a promotional model for Librarians.

It is further agreed that:

1. The Working Group shall consist of: the Chief Librarian, the Administrative Services Manager for Library & Museums, 5 Librarians appointed by AASUA and 3 Librarians appointed by the Chief Librarian;
2. All Working Group members shall have a vote and decisions shall be determined by the majority;
3. The Working Group will actively solicit and consider the input of all members of Library Council;
4. The Working Group shall be appointed forthwith and shall endeavour to complete its mandate by June 30, 2027; and
5. The Working Group may choose to make recommendations to the parties in relation to an appropriate salary scale or premiums for the merit based promotion model to be addressed in the next round of bargaining.

This Memorandum of Agreement is agreed-to on the 31st day of October, 2025, and expires on June 30, 2027, except as may be extended by agreement.

MEMORANDUM OF AGREEMENT

JOINT WORKING GROUP RE: Article 11: Copyright and Patent & Appendix C: Patent Policy

It is agreed that the Working Group shall:

1. Commence its work within 2 months of the ratification of the next collective agreement between the parties;
2. Except as otherwise agreed to herein, determine the terms of reference for the Working Group at its initial meeting;
3. Start the discussions of the Working Group based on the parties' last respective proposals in bargaining on Article 11 & Appendix C;
4. Include any such expert advisors that each party may choose to bring to the Working Group's meetings and discussions; and
5. Produce joint recommendations within two years from the first meeting of the Working Group. If agreement on the recommendations cannot be reached, each party can chose to issue its own report / recommendations to forward to the next round of bargaining for information.

This Memorandum of Agreement is agreed-to on the 31st day of October, 2025, and expires two years past the date of the first meeting of the Working Group, except as may be extended by agreement.