

THE UNIVERSITY OF ALBERTA

Agreement

Trust/Research Academic Staff

July 1, 2006

(incorporating July 2008 amendments)

Table of Contents

Recitals 3
Article 1: Definitions 3
Article 2: Application, Academic Freedom, and Access to Information 4
Article 3: Association Recognition..... 5
Article 4: Delegation..... 5
Article 5: Agreement Review and Amending Procedures..... 6
Article 6: Appointments 6
Article 7: Position Responsibilities 8
Article 8: Basic Conditions..... 9
Article 9: VACANT 9
Article 10: Copyright..... 9
Article 11: Patents..... 10
Article 12: Probation..... 10
Article 13: Performance Review 10
Article 14: Unsatisfactory Performance 12
Article 15: Appeals 13
Article 16: Discipline..... 15
Article 17: Resignation 19
Article 18: Retirement 19
Article 19: Compensation Negotiations..... 19
Article 20: Salaries and Benefits 20
Article 21: Death in Service 21
Article 22: Special Travel..... 22
Article 23: Medical Leave 22
Article 24: “Other” Leaves 24
Article 25: General Liability Insurance 25
Article 26: Indebtedness to the University 25
Article 27: Grievance..... 25
Article 28: Interpretations..... 26
Article 29: Arbitration 27
Article 30: Effective Date..... 28
Article 31: Transitional..... 28
Article 32: Lay-Off 29
Appendix A: Board Resolution of Recognition..... 31
Appendix B: Letter of Appointment..... 32
Appendix C: Position Description 33
Appendix D: Scope of the Agreement..... 34
Appendix E: Trust/Research Academic Salary Levels and Ranges 35
Appendix F: Copyright Regulations..... 36
Appendix G: Patent Policy 38
Appendix H: Benefits 41
Appendix I: Trust Academic Benefits Stabilization (TABS) Plan Letter of Understanding 44
Appendix J: Performance Review Procedure Years 1 and 2 of the Agreement Letter of Understanding 45
Appendix K: Letter regarding the Exploration of the Extension of Fifteen Week Top-up Provisions.. 46
and Parental Leave Benefits 46
Appendix L: Teaching and Research Academic Job Family Letter of Understanding 47
Appendix M: Transition Issues..... 48

Trust/Research Academic Staff Agreement

Recitals

WHEREAS The Governors of the University of Alberta, of the first part, exercising authority given to it pursuant to *Post Secondary Learning Act*, and

The Association of the Academic Staff of the University of Alberta, of the second part, acting on behalf of each Staff Member, hereby agree that this Agreement as hereinafter set forth constitutes the Agreement provided for in Sections 87(1) and 87(3) of the *Post Secondary Learning Act* for those members of the academic staff who are designated as such by the Governors of the University of Alberta:

NOW WITNESSETH THAT in consideration of the premises and the matters hereinafter contained, the parties hereto agree as follows:

Article 1: Definitions

- 1.01 “Acting” when referring to an officer of the University (President, Vice-President, Dean, Department Chair or other officer) means a person designated to act for the officer during the officer’s absence; the person who is acting shall have the same authority and responsibility during appointment as the officer has under the terms of this Agreement.
- 1.02 “Agreement” means this Agreement.
- 1.03 “Appointing Officer” means the President, Vice-President, Dean or Department Chair responsible for appointing the Staff Member.
- 1.04 “Association” means the Association of the Academic Staff of the University of Alberta.
- 1.05 “Board” means the Board of Governors of the University of Alberta.
- 1.06 “Day” or “Days” means Monday through Friday, but does not include a day when the University buildings are closed. Reference in this Agreement to week, month and year shall refer to the calendar period.
- 1.07 “Dean” means the chief executive officer of a Faculty as described in Article 21 of the *Post-Secondary Learning Act*.
- 1.08 “Department” means the academic unit of a Faculty, established as such by the Board.
- 1.09 “Department Chair” means the chair of a Department. Responsibilities assigned herein to a Department Chair shall be the responsibility of the Dean in Faculties in which there are no departments.
- 1.10 “Faculty” means the academic unit of the University established as such by the Board as described in the *Post-Secondary Learning Act*.
- 1.11 “Faculty Council” means the council created by that name in accordance with Section 28(2) of the *Post Secondary Learning Act*; for the purposes of this Agreement voting on decisions required by this Agreement shall be restricted to the academic staff members in the Faculty.
- 1.12 “President” means the President and Vice-Chancellor of the University of Alberta.
- 1.13 “Provost” means the Provost and Vice President (Academic) of the University.
- 1.14 “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).

- 1.15 “Service” is defined as continuous service as a trust/research academic staff member.
- 1.16 “Staff member” means a person who has been appointed to a position on the academic staff of the University under this agreement.
- 1.17 “University” means University of Alberta.

Article 2: Application, Academic Freedom, and Access to Information

Application

- 2.01 This Agreement shall remain in effect and be binding upon the Board, the Association and each Staff Member in accordance with its terms, subject only to amendment as herein provided.
- 2.02 This agreement covers those appointments to the academic staff of the University which are for specific terms and which are contingent upon funding. These appointments normally exclude employment where the source of funds is the University operating budget and/or other unrestricted funds which are generated or controlled by the University.

Academic Freedom

- 2.03 The University is committed to the pursuit of truth, the advancement of learning, and the dissemination of knowledge.
- 2.04 The University expects each Staff Member to engage in these endeavours.
- 2.05 The parties to this agreement subscribe to the principles of academic freedom, that is, the right to examine, to question, to teach, to learn, to investigate, to speculate, to comment, to criticize without deference to prescribed doctrine. Academic freedom does not confer legal immunity; nor does it diminish the obligation of Staff Members to meet their responsibilities to the University as set out in Article 7 (position responsibilities).
- 2.06 With the approval of the Trustholder, Staff Members have the right to publish the results of any research in which they have been involved without interference or censorship by the University. Staff members shall have access to the provisions of GFC Policy, section 96, on Research and Scholarly Integrity.

Access to Information

- 2.07 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 of employment;
 - b) to confidential evaluations regarding career decisions about a Staff Member;
 - c) to portions of the record that would not be released under the provisions of the Freedom of Information and Protection of Privacy Act.
- 2.08 The Staff Member may request of the custodian of files that the Staff Member be permitted, with reasonable notice, to examine the Staff Member’s personal file 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 2.09 and 2.10, shall not change anything in the file.

Right to Correct Information

- 2.09 A Staff Member may request that information in a record pertaining to the Staff Member be corrected.

- 2.10 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 3: Association Recognition

- 3.01 In accordance with the provisions of 60(2) of the Post Secondary Learning Act, a Staff Member becomes a member of the academic staff, and a member of the Association on the date of appointment.
- 3.02 Association dues shall be deducted from the Staff Member's monthly salary and shall be remitted to the Association.
- 3.03 A Staff Member may, annually in writing, request the appropriate University Officer to remit amounts otherwise payable as Association dues to a programme which is related to and administered by the University. The specific cause shall be selected from time to time by the executive of the Association and the Provost and Vice-President (Academic).

Article 4: Delegation

- 4.01 The Board confirms delegation of its powers, duties and functions for the performance of its responsibilities contemplated by the terms of this Agreement (with the power to sub-delegate as set out in this Article), including responsibilities assigned to a person or committee pursuant to:
- a) Article 6 – Appointments
 - b) Article 12 – Probation
 - c) Article 13 – Performance Review
 - d) Article 14-Unsatisfactory Performance
 - e) Article 15-Appeals
 - f) Article 16-Discipline
 - g) Article 32-Lay-Off
- 4.02 The authority of any party described in Article 4 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.
- 4.03 A senior officer of the University (including a Department Chair, a Dean, and a Vice-President) or a Trustholder may delegate to another officer of the University, to another Trustholder or to a Staff Member any of the responsibilities assigned in this Agreement to the senior officer or Trustholder, subject to approval in writing by the officer to whom the senior officer or Trustholder reports.
- 4.04 The President of the Association may delegate any responsibility of him or her to another member of the executive of the Association or the Executive Director of the Association.
- 4.05 All delegations of responsibility and revocations of delegation under this article shall be in writing.
- 4.06 If, in this Agreement, 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 and Vice-President (Academic).

Article 5: Agreement Review and Amending Procedures

- 5.01 There shall be an Agreement Review Committee (ARC) which shall consider amendments to the Agreement and to the Appendices thereto except for those parts of the Agreement which are amended in accordance with the provisions of Article 19.
- 5.02 ARC shall also:
- a) Consider and reach Agreement on interpretations of this agreement (Article 28);
 - b) Serve as a joint reference body for consideration of matters which affect the contracts of Staff Members.
- 5.03 ARC shall consist of four members appointed by the Board and four 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.
- 5.04 The Board and the Association shall each have one vote on ARC.
- 5.05 Matters referred to ARC under 5.02 may be brought forward by the Provost or by the President of the Association.
- 5.06 Both the Board members and the Association members of ARC 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.
- 5.07 ARC shall meet as frequently as necessary to consider any amendments proposed by the Board members or the Association members or by other bodies or persons.
- 5.08 Amendments to the Agreement (excluding Appendices) which are agreed to by ARC shall be referred to each of the Board and the Association for ratification. Upon ratification by both parties or upon a date specified in the ratification, such amendments shall amend this Agreement and such amendments shall be applicable to all Staff Members.
- 5.09 In the event that either the Board or the Association fails to ratify an amendment either party may request that ARC be reconvened to attempt to resolve the matter.
- 5.10 Where ARC does not approve a proposed amendment or where no ratification of an amendment proposed by ARC occurs, the status quo shall prevail.
- 5.11 ARC is authorized to approve amendments to Appendices without ratification by the Board and the Association, and such amendments shall take effect on the date specified by ARC.
- 5.12 Notwithstanding the foregoing, where pursuant to Section 22(2) of the *Post-Secondary Learning Act*, policies have been approved upon recommendation of GFC for various aspects of the terms and conditions of employment of Staff Members, any amendments affecting such policies shall also be submitted to GFC for approval.
- 5.13 Decisions reached by ARC shall be binding on the Board and the Association and on individual Staff Members. When this Agreement so requires, or if either party so requests, decisions of ARC may be subject to ratification by the party so requesting.

Article 6: Appointments

Position Description

- 6.01 A Position Description, following the template outlined in Appendix C of this Agreement, shall form the basis for a position's evaluation by Human Resources. The evaluation of the position will result in the

establishment of a salary level and salary range for the position in accordance with Appendix E of this Agreement.

- 6.02 When a position is evaluated, it will be assigned to a job family as outlined in Appendix D of this Agreement.
- 6.03 A Trustholder may make a request to Academic Staff Administration for a variation in the salary range for market or recruitment reasons.

Advertising

- 6.04 A Trustholder will normally post prospective opportunities for Trust/Research Academic appointments. These opportunities will be posted on the departmental bulletin board or by the standard means of communication of the Department and also on the University's "Careers" website.
- 6.05 Notwithstanding the above, Trustholders must consult with Academic Staff Administration before beginning the recruitment process if foreign nationals are to be considered within the competition. The hiring unit shall advertise for a minimum of thirty days in CAUT and University Affairs. Advertisements may appear simultaneously in domestic and international media.

Appointment

- 6.06 The appointment of a Staff 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 Staff Member shall be evidenced by the Letter of Appointment, following the template outlined in Appendix B of this Agreement.

A Staff Member will be appointed on a full-time or part-time basis on a:

- a) Fixed Term Appointment: if a Staff 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 through Academic Staff Administration.
 - b) Renewable Term Appointment: if a Staff 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 Staff 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.
- 6.07 A Letter of Appointment, following the example in Appendix B, duly executed by the Appointing Officer and the Staff Member, shall confirm the type of appointment (i.e.: Fixed Term or Renewable Term).
- 6.08 The appointment of a Staff Member shall commence on the date set in the duly executed Letter of Appointment, in accordance with Article 6.07.
- 6.09 The reappointment of a Staff Member with a Fixed Term Appointment under Article 6.06(a) shall be provided no later than two (2) 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.
- 6.10 Any disagreement between the Trustholder and the Staff Member with regard to reappointment pursuant to Article 6 may be subject to appeal pursuant to the provisions of Article 15.

Special Conditions

- 6.11 A Staff 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.

Effective Date

- 6.12 The normal effective date of an appointment will be July 1, but appointments may be made at other times.

Removal Allowances

- 6.13 When circumstances permit, a Staff Member upon appointment may be eligible for a removal allowance toward expenses necessarily and reasonably incurred in moving to Edmonton which shall be based on removal from the place of residence. The allowance, to the maximum specified by the Trustholder, shall be paid upon presentation of an account of expenses supported with appropriate receipts. Regulations governing removal allowances shall be established from time to time by the Board after consultation with the Association.

A Staff Member who voluntarily leaves the service of the University before rendering twelve months service shall be required to refund a portion of the removal allowance; each month's regular service (exclusive of leave periods) shall be considered as discharging one twelfth of the obligation. In cases where probationary periods are less than twelve months the obligation shall be discharged in a proportionately shorter period.

Reporting to the Association

- 6.13 Human Resources will provide the Association with a monthly report of new appointments and terminations under this Agreement.

Article 7: Position Responsibilities

- 7.01 Upon appointment, each Staff Member will receive a written Position Description which has been developed in accordance with Article 6 of this Agreement. The Position Description will outline the position responsibilities applicable to the staff member's appointment.
- 7.02 The Staff Member shall be accountable to the Trustholder for the duties outlined in the position description.
- 7.03 Only a member of the Teaching and Research Job Family may be appointed to teaching duties. Courses shall be assigned at the discretion of the Department Chair. It is the Staff Member's responsibility to demonstrate scholarship and remain current and competent in the discipline or profession. A Staff Member may decide on specific course content and instructional methodology, recognizing approved course description and academic policy approved by the Department, the Faculty and the University.
- 7.04 Any Staff 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.

7.05 The Trustholder can make changes to Position Descriptions that are not considered to be a position modification under 7.06. If the Trustholder contemplates changes to the position description, (s)he shall consult with the Staff Member and the changes shall be documented through the rewriting of the Position Description under Article 6.

In the event of a dispute with respect to changes in position responsibilities, a Staff Member shall have recourse under Article 15.

Position Modifications

7.06 For the purpose of this Article, 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.

7.07 A Trustholder considering a position modification must consult with Academic Staff Administration.

7.08 Prior to formal notice of position modification, a meeting will be arranged including Academic Staff Administration, the Trustholder, the Association and the affected Staff Member. The purpose of the meeting is to discuss the details of the modification (specifically the anticipated impact on the Staff Member) and to explore methods or alternatives which minimize negative impacts on the Staff Member.

7.09 The Trustholder will provide a Staff 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.

7.10 If after every attempt is made to resolve concerns and the Staff Member will not accept the change to the position, the Staff Member will be laid-off pursuant to Article 32.

Article 8: Basic Conditions

8.01 A Staff Member shall be provided appropriate workspace and reasonable access to support services for the discharge of responsibilities.

8.02 A Staff Member shall be provided with the University identification card (the ONEcard).

8.03 A Staff Member shall be provided with full University library privileges during the course of the appointment.

8.04 A Staff Member shall be provided with a computing services ID and password during the course of the appointment.

8.05 A Staff Member shall be provided with access to the University Health Centre.

8.06 A Staff Member shall be provided with access to University Recreation Services.

Article 9: VACANT

Article 10: Copyright

10.01 The University shall be the owner of the copyright and of all copyright works produced by a Staff Member who has been engaged by the University to prepare such works for the University or part of whose normal responsibilities to the University is the preparation of such works.

- 10.02 Annexed hereto is Appendix F (Copyright Regulations) which sets forth the rights, duties, and obligations of the University and of the Staff Member with respect to the copyright and other rights in works produced by Staff Members.
- 10.03 Except for the cases referred to in 10.01 and subject always to the applicability of Appendix F, the University waives, disclaims and abandons all right, title, interest or estate in a copyright work produced by a Staff Member.
- 10.04 Staff Members are encouraged to enter into separate copyright Agreements with the University and Appendix F shall apply only in those cases where individual contracts have not in fact been negotiated and executed.

Article 11: Patents

- 11.01 A discovery or invention made by a Staff Member which has patent possibilities may be patented in accordance with the University Patent Policy (Appendix G) either through individual application or through the University.
- 11.02 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: Probation

- 12.01 Initial appointments of more than one year shall include a probationary period of six to 12 months. The length of the probationary term will be clearly stated in the Letter of Appointment.
- 12.02 During the probationary period the Trustholder will provide the Staff Member with periodic assessments of the Staff Member's performance. If termination during the probationary period is contemplated, the Trustholder will provide written documentation regarding the assessment provided.

Decision at the End of the Probationary Period

- 12.03 At least one month prior to the end of a Staff Member's probationary period the Trustholder shall, in writing, offer the Staff 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.
- 12.04 The Staff Member may appeal a Trustholder's decision under Article 12.03(c) pursuant to the provisions of Article 15.

Termination During Probation

- 12.05 A Trustholder may terminate the probationary appointment of a Staff 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.
- 12.06 The Staff Member may appeal a Trustholder's decision under Article 12.05 pursuant to the provisions of Article 15.

Article 13: Performance Review

Responsibility for Review of Performance

- 13.01 The performance of a Staff Member shall be reviewed in accordance with this Article (With the exception of those positions covered under Appendix L).

13.02 Each Staff Member whose appointment is longer than one year shall submit an annual report to the Trustholder no later than April 1 of the current year. This report will reflect the Staff Member's performance of the position responsibilities as stated in the Position Description outlined in Article 7. The Staff Member may append additional information appropriate under the circumstances.

13.03 The Trustholder shall then:

- a) Review the annual report;
- b) Meet with the Staff Member to discuss the annual report;
- c) Review performance and submit an increment recommendation to the appropriate Dean or Vice-President; and
- d) Provide a copy of the performance review to the Staff Member together with materials relied upon in making the decision, including a summary of any confidential information.

If the Trustholder is on leave, the review may be completed by a designate.

13.04 The performance review shall be based on the performance of the position responsibilities as stated in the written Position Description.

Increment Decision

13.05 The Trustholder shall recommend one of the following:

- a) A single increment;
- b) A multiple increment, which may be one and one-half, double, two and one-half, or triple a single increment;
- c) A one-half increment, which is one-half of a single increment;
- d) A partial increment, which is an increment that is less than a single increment but not a one-half increment and which will bring the salary of a Staff Member to the salary ceiling of the present salary range for the position;
- e) A special increment, which is an increment that is greater than a single increment but not a multiple increment, which will bring the salary of a Staff Member to the salary ceiling of the present salary range for the position; or
- f) No increment.

13.06 If a Trustholder recommends that no increment be awarded to a Staff Member, the recommendation shall be identified as meaning one of the following:

- a) That maximum for category has been reached but performance is acceptable notwithstanding;
- b) That performance requirements for an increment have not been met but performance is acceptable notwithstanding;
- c) That performance while on authorized leave could not be properly evaluated; or
- d) That performance is unsatisfactory and unacceptable.

13.07 A Staff Member whose appointment takes effect in the period July 1 to October 1, inclusive, is eligible to receive a full increment at one of the values referred to in 13.05 on the next following July 1. A Staff Member whose appointment takes effect in the period October 2 to June 1, inclusive, is eligible to receive a pro-rated increment on the next following July 1, the proportion of a full increment depending on the number of months (s)he will have served by July 1. A Staff Member whose appointment takes effect in the period June 2 to June 30, inclusive, will not be eligible to receive an increment on the next following July 1.

- 13.08 By May 30 of each year, the results of the performance reviews shall be forwarded by the Trustholder to the appropriate Dean or Vice-President for increment decision. Prior to June 30, the Dean or Vice-President shall provide a written report to the Provost summarizing the results of the evaluation within the Faculty or Unit for the previous academic year. The report shall list the number of Staff Members evaluated and the increment decisions.
- 13.09 If a Staff Member disagrees with the decision of the Trustholder to award less than a full increment, the Staff Member may appeal the decision pursuant to the provisions of Article 15.

Article 14: Unsatisfactory Performance

First Awarding of No Increment

- 14.01 If the Staff Member has received no increment due to unsatisfactory performance, the Trustholder must consult with Academic Staff Administration.
- 14.02 A Staff Member who has a renewable term appointment and who receives an assessment of unsatisfactory performance shall be converted to a fixed term appointment.
- 14.03 Within ten (10) days following the awarding of no increment or the decision of an appeal under Article 15 confirming no increment, a meeting will be held with the Trustholder, the Staff Member, Academic Staff Administration, and a representative of the Association.
- 14.04 The purpose of the meeting shall be to make a plan for improvements that the Staff Member must make to his/her performance in order to reach a level of satisfactory performance the following year.
- 14.05 Quarterly meetings will be held between the Trustholder and the Staff Member to discuss the Staff Member's progress. A report of these meetings will be forwarded by the Trustholder to the Staff Member, Academic Staff Administration, and the Association.
- 14.06 A renewable term appointment may be re-established in consultation with Academic Staff Administration, if after the meetings described in 14.03, 14.04 and 14.05 performance is deemed to be satisfactory by the Trustholder.

Second Awarding of No Increment

- 14.07 Should the Staff Member receive no increment due to unsatisfactory performance in the next year, the Trustholder may refer the record of the Staff Member to Academic Staff Administration with a recommendation that the Staff Member be disciplined for unsatisfactory performance.
- 14.08 The record of the Staff Member shall include copies of all material about a Staff Member including the reports of meetings referred to in 14.04 and 14.05.
- 14.09 The recommendation of the Trustholder shall be filed with Academic Staff Administration within 20 days of the notification of the awarding of no increment.
- 14.10 At the same time, the Trustholder shall provide to the Staff Member a copy of the materials filed with Academic Staff Administration.
- 14.11 The Staff Member may submit material to Academic Staff Administration in response to that submitted under 14.07 and 14.08 within 15 days of receipt of the materials.
- 14.12 Academic Staff Administration shall offer to meet with the Staff Member within 20 days of the receipt of the recommendation or within 10 days of the receipt of material under 14.09. The Staff Member may be accompanied by an advisor at this meeting.
- 14.13 Following any meeting under 14.12 and any other consultations Academic Staff Administration chooses to have, the Provost shall, in writing, within 10 days:

- a) Not approve the recommendation of the Trustholder; or
- b) Penalize the Staff Member as per 16.26 of the Agreement.

14.14 Any decision to penalize the Staff Member is subject to the grievance procedure established in Article 27.

Article 15: Appeals

Definitions

15.01 In this Article:

- a) “Advisor” means the person who will assist the Appellant or the Respondent at the hearing of the appeal and shall include legal counsel if the Appellant or the Respondent elect to retain legal counsel;
- 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

15.02 Appeals under this Article 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

15.03 A Staff Member may appeal the following matters in accordance with the provisions of this Article:

- a) A dispute with regard to reappointment (Article 6);
- b) A dispute with regard to position responsibilities (Article 7);
- c) The failure of a Staff Member to be offered an appointment upon the expiry of the probationary appointment (12.03);
- d) The termination of a Staff Member’s appointment during the probationary period (Article 12.05); and
- e) The awarding of less than a single increment (Article 13 excluding situations described under 13.05 (d)).

15.04 If a Staff Member disagrees with a decision of the Trustholder on a matter covered by Article 15.03, 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 ten days of receipt of the written decision from the Trustholder.
- b) The Association shall notify Academic Staff Administration and the Trustholder.
- c) The Association and Academic Staff Administration shall convene a meeting of the Trustholder, the Staff Member, a representative from the Association and a representative of Academic Staff Administration to review the decision. This meeting will be convened within ten days of notification being given to Academic Staff Administration.

- 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, Academic Staff Administration) within ten days of the meeting.

Pre-hearing procedures

- 15.05 Within twenty days of the date the decision under 15.04 (d) which is being appealed is received by the Appellant, the Appellant may commence an appeal; the Appellant shall file with Academic Staff Administration 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 15.23;
 - 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.
- 15.06 As soon as possible after the receipt of notification to Academic Staff Administration, the members of ATAC shall be named by the parties.
- 15.07 Within fifteen days of the date the material forwarded under 15.05 is received by the Respondent, the Respondent shall file with Academic Staff Administration, 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 15.05;
 - 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.
- 15.08 Notwithstanding the time limits set out in 15.05 and 15.07, 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.
- 15.09 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 15.05 and 15.07, but no earlier than six weeks after filing of the notice of appeal.
- 15.10 The Chair shall give at least ten days written notice of the hearing to the Appellant and the Respondent.

Hearing Procedures

- 15.11 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.

- 15.12 ATAC may accept any oral or written evidence that it, in its discretion, considers proper, whether admissible in a court of law or not.
- 15.13 ATAC has the right to request additional material and to call and compel attendance of further witnesses.
- 15.14 ATAC is not bound by rules of evidence or procedures applicable to courts of law.
- 15.15 Both the Appellant and the Respondent have the right to call and question witnesses, to question one another and to present oral arguments.
- 15.16 It shall be the responsibility of the Appellant and Respondent to secure the attendance of the witnesses to be called by each.
- 15.17 The onus of proof, which shall be on the balance of probability, shall be on the Appellant.
- 15.18 Procedural rulings shall be made by the Chair but are the subject to reversal by majority vote of ATAC.

Post-hearing Procedures

- 15.19 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, Academic Staff Administration and the Association within two weeks of the conclusion of the hearing.
- 15.20 The decision of ATAC shall be final and binding.

Jurisdiction of ATAC

- 15.21 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.
- 15.22 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.
- 15.23 Where ATAC allows the appeal, it may:
- a) Award a reappointment;
 - b) Confirm position responsibilities;
 - c) Award an appointment upon expiry of the probationary appointment;
 - d) Allow completion of the probationary period; or
 - e) Award an increment which is greater; this shall be one of a half increment, a partial increment or a single increment.

Article 16: Discipline

Written Complaints About Staff Members

- 16.01 Any person may make a written complaint to the Provost about the conduct of a Staff Member, including in the complaint a description of the act or omission complained about.
- 16.02 The Provost may exercise discretion not to authorize an investigation if the complaint is vexatious or frivolous.

- 16.03 Use of this Article 16 is inappropriate where there are other existing dispute resolution mechanisms. In such cases, disputes shall be resolved in accordance with these mechanisms. The Provost shall refer the case to the appropriate mechanism.
- 16.04 VACANT
- 16.05 If the written complaint is not received by the Provost within six months of the date the alleged conduct became known or ought reasonably to have been known to the complainant, the matter shall be considered as closed, and cannot be acted on by the Provost. Where circumstances reasonably warrant, the Provost, at his discretion, may waive this clause.

Notification and Preliminary Discussion

- 16.06 On acceptance of a complaint, the Provost shall immediately send a copy of it to the respondent; at the same time, the Provost shall advise the respondent of the availability of advice by the Association and send a copy of the complaint to the Association. In the notice of complaint, the Provost shall advise the respondent of his or her right to meet directly with the Provost or his designate to discuss the complaint.
- 16.07 The purpose of this meeting is to provide the respondent and the AAS:UA the opportunity to make representation to the Provost.
- 16.08 If the Provost decides to dismiss the complaint under Article 16.09 (b), the Provost shall first offer to meet with the complainant and provide to the complainant his reasons for dismissing the complaint.

Duties of the Provost Following Acceptance of the Complaint

- 16.09 The Provost shall, within ten days following receipt of the complaint, make one of the following decisions, and so advise the staff member and complainant, in writing:
- a) To authorize an investigation of the complaint; or
 - b) To dismiss the complaint; or
 - c) To require the complainant and the staff member to follow, within 15 days following acceptance of the complaint, the alternative dispute resolution process of 16.29-16.31 shall be attempted.
- 16.10 If the Provost dismisses the complaint, the matter ends with that decision.
- 16.11 VACANT

The Investigation

- 16.12 If the Provost authorizes an investigation of the complaint, the Provost shall within twenty days appoint a person to carry out an investigation to be completed within a reasonable period of time. Persons appointed to carry out investigations shall be selected from a list of investigators agreed to by the parties to this Agreement.
- 16.13 The investigator shall meet with the respondent and the complainant, and shall provide the respondent and complainant the opportunity to make written representations.
- 16.14 The investigator may meet with such person who could provide information relevant to the complainant. The investigator may receive materials submitted, whether at the investigator's request or unsolicited, and shall not be bound only by the original letter of complaint.
- 16.15 If the complainant or the respondent resides outside the Edmonton area, the investigator may make electronic/telecommunication arrangements with that person, or persons, to obtain a reasonably

complete account of all particulars relevant and in response to the complaint.

- 16.16 The investigator may offer the respondent and the complainant an opportunity to meet together, with the investigator, to clarify information.
- 16.17 In any meetings between the investigator and the respondent or the complainant, those parties may be accompanied by an advisor and, in such a case, the party shall inform the investigator of the name of the advisor not later than one day before the meeting.
- 16.18 Upon completion of the investigation, the investigator shall submit a written report to the Provost, with a copy to the respondent and the complainant.

Response to the Investigation Report

- 16.19 The respondent and the complainant may each submit a written response to the investigation report to the Provost within ten days of receipt of that report; the Provost shall send a copy of such response to the other party within ten days of receipt.
- 16.20 Within ten days, the respondent and the complainant may submit written rebuttals to the responses made under 16.19. These rebuttal statements shall be the last submissions under the complaint, unless the Provost requests further submissions.

Meeting to Discuss the Report and Responses

- 16.21 Before making a decision, the Provost shall offer to meet with the respondent and the complainant. The Provost may contact other persons if (s)he believes such contacts will be of assistance.
- 16.22 The Provost may require further investigation. If a supplementary report is submitted, a copy will be sent to the respondent and the complainant. The procedures of 16.19, 16.20, and 16.21 (responses, rebuttals and meetings) shall then apply.
- 16.23 At any meeting between the Provost and the respondent or the complainant, each party may be accompanied by an adviser. Each party shall inform the other who the advisor will be at least one day before the meeting.

Extension of Deadlines

- 16.24 The Provost may extend any deadlines under Article 16, advising the parties, in writing.

Decision of the Provost

- 16.25 The Provost shall, in writing:
- a) Dismiss the complaint; or
 - b) Penalize the respondent in accordance with 16.26 stating the effective date on which the penalty is imposed. Such decision shall be final and binding, subject to arbitration under 16.34.
- 16.26 The penalty may include one or more of the following:
- a) A letter of reprimand;
 - b) A fine;
 - c) A reduction in salary;
 - d) Suspension with or without pay;
 - e) Dismissal; or
 - f) Other appropriate penalty.

16.27 The Provost shall advise the Staff Member of the decision, in writing, and shall inform the complainant, the Department Chair, the Dean, and the Association of the decision.

Effect of Procedures in Alternative Forums

16.28 The Provost may suspend or terminate an investigation when the conduct alleged 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.

Alternative dispute resolution

16.29 If the Provost decides that the written complaint shows a breakdown in interpersonal relations, the Provost shall recommend that the parties concerned participate in alternative dispute resolution procedures, such as mediation.

16.30 If such alternative dispute resolution procedure is successful, the parties shall notify the Provost, in writing, and no further action on the complaint shall be taken. If such procedure is not successful, the Provost shall be so advised by the mediator. In such a case the matter shall revert to 16.09.

16.31 Proceedings under such a dispute resolution process are confidential and cannot, subject to 16.39 be used in any other proceedings.

Communications

16.32 All communications under this Article shall be marked as confidential and sent to the respondent:

- a) By courier, his or her last known residential address as registered with Human Resources, and
- b) By delivery to the respondent's departmental address. All such communication shall be marked "confidential."

Staff Member's Request for Arbitration Reference

16.33 VACANT

Association's Options

16.34 On receipt of a request by a respondent to refer a matter to arbitration, the Association may:

- a) Take no action on the matter; or
- b) Refer to arbitration the decision or the penalty, or both.

16.35 Within thirty days of receiving a request by the respondent to do so, the Association shall inform the Provost by written notice whether or not it wishes to refer the decision, the penalty or both to arbitration.

16.36 Article 29 applies to a matter referred to arbitration under this Article.

Effective Date of Penalty

16.37 The effective date of the penalty shall be determined by the Provost, unless the Association has decided to submit the matter to arbitration under Article 16.38.

16.38 If the Association has decided to submit the matter to arbitration, the effective date shall be as determined by the Arbitrator unless the Provost imposes an earlier date, which the Provost is empowered to do:

- a) In cases involving suspension or dismissal, where health, safety or welfare of the University campus community is involved or the actions under review involve an immediate threat to the

- functioning of the University; or
- b) In cases alleging abandonment of employment.

Publicity Resulting from Discipline Case

- 16.39 Proceedings under this article shall be restricted and private to persons involved. When discipline is imposed, publicity shall be restricted to those persons who have a need to know about the case (including the Department Chair and the Dean). When discipline is not imposed, publicity shall be restricted to that which is necessary to correct information which may have become known. When a resolution is reached in accordance with the procedures of 16.29 to 16.31 both parties must agree before any publicity that refers to information provided in the process can be authorized. Prior to releasing any information beyond administrative officers of the University, the Provost shall consult with the President of the Association. In cases where discipline is not imposed, the Provost shall also consult with the respondent.

Article 17: Resignation

- 17.01 A Staff Member intending to resign shall submit a formal letter of resignation to the Trustholder with at least two weeks' notice before the effective date of resignation.
- 17.02 The Appointing Officer shall accept the resignation on behalf of the University and notify Academic Staff Administration.
- 17.03 A Staff Member shall receive, on resignation, a payment in lieu of vacation time not taken, but such amount shall not exceed vacation entitlement earned in a one-year period. The amount shall be based on the salary rate in effect at the date of the resignation.

Article 18: Retirement

- 18.01 A staff member shall retire from the service of the University on June 30 following the attainment of age 65.

Article 19: Compensation Negotiations

- 19.01 The Board and the Association shall negotiate:
- a) A salary schedule (i.e. the basic salary ranges and increment structure);
 - b) A program of benefits.
- 19.02 Negotiations shall normally be for one year Agreements, but, with the consent of both parties to this Agreement, multiple year Agreements may be negotiated.
- 19.03 By November 1 of each academic year in which negotiations are to be undertaken, each party shall inform the other of the names of three persons who shall be the negotiating team. Each team may invite consultants and resource persons to attend negotiating sessions.
- 19.04 By November 15 of each academic year in which negotiations are to be undertaken each negotiating team shall deliver to the other a list of items upon which it wishes to negotiate, setting forth its position on each item.
- 19.05 The negotiating teams shall meet as necessary to negotiate in good faith towards settlement of the items for negotiation and may amend or alter the lists of items in attempts to reach settlement.
- 19.06 During the course of negotiations, the negotiating teams may ask a mediation officer to join the negotiating sessions with a view to assisting the negotiators to reach a settlement. Should it prove impossible to agree to a mediator, the negotiators shall make a joint request to the Director, Mediation Services, Department of Labour, Province of Alberta, requesting that a mediator be appointed in accordance with the procedures and the fee schedule established by Alberta Labour. The parties agree that the costs of the mediator shall be equally shared between the parties.

- 19.07 Benefit programs listed in Article 20 which are not amended in negotiations shall remain in effect in the following year.
- 19.08 Where a settlement has been reached, the negotiating teams shall refer it to the Board and to the Association for ratification.
- 19.09 If either the Board or the Association fails to ratify the settlement, the negotiating teams shall be reconvened to attempt to reach a revised settlement; such renegotiations shall not exceed four weeks from the date on which ratification failed.
- 19.10 If the negotiating teams fail to reach a settlement by March 1, or fail to reach a settlement after reconvening under 19.09, the parties shall refer outstanding issues for resolution by final offer selection in accordance with the procedures of Article 29.
- 19.11 All dates and times established by this Article and in 19.10 may be varied by the mutual written consent of the negotiating teams.

Article 20: Salaries and Benefits

Salaries

- 20.01 The salary schedule, negotiated in accordance with Article 19, shall be in accordance with the Salary Levels and Ranges attached in Appendix E.
- 20.02 Salaries shall be paid monthly in arrears.

Statutory Benefits

- 20.03 In accordance with federal and provincial statutes, the Board provides statutory benefits, including:
- a) Canada Pension Plan;
 - b) Employment Insurance; and
 - c) Workers' Compensation.
- 20.04 If required by law, contributions from Staff Members to statutory benefits shall be deducted from salary.

Vacation

- 20.05 Each full-time Staff Member whose term of appointment is for twelve months or longer shall be entitled to an annual vacation of twenty-two days.
- 20.06 Each part-time Staff Member whose term of appointment is for twelve months or longer shall be entitled to a pro-rated annual vacation.
- 20.07 Each Staff Member whose appointment is for less than twelve months shall receive pay in lieu of vacation equal to 4 percent of salary payable.
- 20.08 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.
- 20.09 Vacation is earned while on paid leave, with the vacation earned proportional to the length of the leave.
- 20.10 No vacation shall be earned during:
- o Leave without pay
 - o Disability leave; or
 - o That portion of the leave with partial pay for which no salary is paid.
- 20.11 Salary in lieu of vacation shall not be paid to Staff Members except as indicated in 20.07 or in the event that a

Staff Member resigns, retires or is transferred to a new position.

- 20.12 Unused vacation time may not be carried forward from year to year without the advance written consent of the Appointing Officer.

Pension

- 20.13 A Staff Member, who was appointed to the staff on or after July 1, 2001 and whose appointment is for one year or longer, is required to participate in the Universities Academic Pension Plan (UAPP) on appointment.

Benefits

- 20.15 Benefit programs, as negotiated from time to time in accordance with 19.01, shall be administered in accordance with the advice and decisions of the Academic Benefits Management Committee. The Benefit Programs shall be described in a Benefits Guide, approved by the Academic Benefits Management Committee, and made available to each Staff Member. 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.
- 20.16 A Staff Member whose appointment is for 8 months or longer and who is full-time, shall participate in the benefit plans set out in Appendix H, in accordance with eligibility restrictions stated therein. These benefits are Alberta Health Care Insurance, Supplementary Health Care, Employee & Family Assistance Program (EFAP), Remission of Tuition Fees, Life Insurance, Dental Care, and Long Term Disability Insurance.
- 20.17 A Staff Member whose appointment is either 1) part-time or 2) full-time and less than 8 months in duration is currently not eligible for the benefit programs.
- 20.18 Notwithstanding 20.17 above, if a Staff Member has concurrent, multiple part-time academic research/trust appointments which together constitute a full-time equivalent, the Staff Member may be eligible for benefits. It is incumbent upon the Staff Member to inform his/her home department of any academic employment that would affect the Staff Member's eligibility for benefits, the cost for which would be pro-rated across departments.
- 20.19 In lieu of the benefit programs, the Trustholder shall pay to a Staff Member whose appointment is part-time or is for less than 8 months in duration, an amount equal to 3% of salary.

Eligibility

- 20.20 A Staff Member who has reached the age of 65 but has not yet retired subject to the provision of Article 18 shall not be eligible for Disability Benefits. Staff Members who have reached the age of 65 shall be required to coordinate all other benefits with benefits provided by governments.
- 20.21 A Staff Member who has been granted leave with full pay or childbirth leave shall remain eligible for full participation in the benefit programs under this Article.
- 20.22 A Staff Member who is not eligible for Alberta Health Care because of a failure to meet residency requirements is not eligible for coverage under the University's Supplementary Health Care. Such a Staff Member shall participate in the University of Alberta Health Insurance Plan as set out in Appendix H in accordance with eligibility restrictions stated therein.

Article 21: Death in Service

- 21.01 In the event of the death of a Staff Member, the Board shall pay to the Staff Member's estate a death benefit equivalent in value to the Staff Member's salary for 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.

- 21.02 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 the Office of Financial Services.

Article 22: Special Travel

- 22.01 Where circumstances permit, a Trustholder may offer a Travel Allowance to a Staff Member to complete the requirements for the degree of Ph.D. or its equivalent. This provision is for short periods only. The Staff Member is required to make necessary arrangements with the Trustholder with regard to the period the Staff Member must be away from the campus.
- 22.02 The Staff Member shall sign an Agreement undertaking to remain in the service of the University for six months following receipt of the travel allowance. The amount to be repaid in default of other arrangements may be deducted from the Staff Member's salary entitlement.

Article 23: Medical Leave

- 23.01 In this Article:
- 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; and
 - b) "medical certificate" means a certificate verifying the medical condition signed by a qualified physician.
- 23.02 In this Article, 23.04 to 23.09 apply to Staff Members on full-time contracts for 12 months or longer and 23.10 to 23.14 apply to staff on part-time appointments or full-time appointments for fewer than 12 months.
- 23.03 Notwithstanding the following, a Staff Member's entitlement to medical leave shall not extend beyond the end date of the Staff Member's contract of appointment.

Staff Members on Full-time Appointments for 12 Months or Longer

- 23.04 Medical leave for fewer than 20 days is a departmental matter. The Staff Member shall inform the Trustholder of the medical leave and provide an estimate of its duration. The Trustholder may require the Staff Member to provide a medical certificate.
- 23.05 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 twenty days, a medical certificate shall be filed with the Trustholder. The medical certificate shall specify the nature of the leave and provide an estimate of the duration of the absence.
- 23.06 The Trustholder shall provide a copy of the medical certificate to the Appointing Officer. The Appointing Officer provides a copy of the medical certificate to Academic Staff Administration. Subject to 23.15, Academic Staff Administration shall formally advise the Staff Member that (s)he is 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.
- 23.07 During medical leave, the Staff Member shall remain on full pay and benefits.
- 23.08 A Staff Member is eligible for medical leave under this Article for no longer than 26 weeks in aggregate for each sickness or injury. 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 for the same sickness or injury.

- 23.09 If the medical leave is expected to exceed 26 weeks, in aggregate, the Staff Member shall apply for disability benefits pursuant to 20.16. 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 return to regular responsibilities.

Staff on Part-time Appointments or Full-time Appointments for Fewer than 12 Months

- 23.10 Short term medical leave for fewer than 10 days is a departmental matter. The Staff Member shall inform the Trustholder of the medical leave and provide an estimate of its duration. The Trustholder may require the Staff Member to provide a medical certificate.
- 23.11 If a Staff Member has been on medical leave and absent from duties for 10 days, or if the Staff Member expects that the medical leave will result in an absence of more than 10 days, a medical certificate shall be filed with the Trustholder and the Staff Member shall apply for benefits in accordance with the provisions of the Employment Insurance Act. The Staff Member shall be placed on medical leave without pay.
- 23.12 The Trustholder shall provide a copy of the medical certificate to the Appointing Officer. The Appointing Officer provides a copy of the medical certificate to Academic Staff Administration. Subject to 23.15 Academic Staff Administration shall formally advise the Staff Member that (s)he is 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.
- 23.13 The period of leave on full pay and benefits is limited to a maximum of 10 days.

Recurrent Illnesses

- 23.14 A Staff Member on a full-time appointment is eligible for medical leave under this Article for no longer than 26 weeks in aggregate for each sickness or injury. A new medical leave is deemed to have occurred if there has been a period of at least 26 weeks of service following a previously authorized medical leave for the same sickness or injury.

Independent Medical Examinations

- 23.15 If there is doubt about the medical capability of the Staff Member to perform the regular University responsibilities, the Staff Member or the Trustholder may recommend to Academic Staff Administration that the Staff Member be examined by a qualified physician. After consultation with the Association, Academic Staff Administration may require that the Staff Member be examined by a qualified physician selected by Academic Staff Administration.
- 23.16 Following examination of the Staff Member, the qualified physician shall submit a report to Academic Staff Administration on the medical condition of the Staff Member, including a statement as to whether or not the Staff Member is medically capable of performing the responsibilities of a Staff Member and, if not, an estimate of when the Staff Member would be able to resume those responsibilities.
- 23.17 If a medical examination is required under 23.15, the Staff Member shall authorize the release of any medical records to the qualified physician selected from any previous medical examinations should the physician so request. The Staff Member shall also authorize the examining physician to release the medical report referred to in 23.16.
- 23.18 Upon receipt of the report of the qualified physician, Academic Staff Administration 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;

- e) requiring the Staff Member to participate in any treatment program prescribed by the qualified physician.

Article 24: “Other” Leaves

Childbirth Leave

- 24.01 For the purposes of 24.01 to 24.10, “EI” shall mean “Employment Insurance” or “Human Resources Skill Development Canada – Employment Insurance.”
- 24.02 Notwithstanding the following, a Staff Member’s entitlement to childbirth leave shall not extend beyond the end date of the Staff Member’s contract of appointment.

Purpose

- 24.03 The purpose of childbirth leave is to provide a female Staff Member with leave for the purpose of bearing a child.

Length of Leave

- 24.04 A female Staff Member shall be entitled to childbirth leave of up to 15 weeks in accordance with the provisions of this Article.

Application

- 24.05 A female Staff Member who intends to apply for childbirth leave shall inform her Trustholder in writing as soon as possible. The Trustholder shall so advise the Appointing Officer. The Trustholder shall advise Academic Staff Administration which shall formally advise the Staff Member that she has been granted childbirth leave and the terms thereof.
- 24.06 A Staff Member who wishes childbirth leave shall formally apply for EI Maternity Benefits on or about the last day of active work and shall present to the University the decision of EI and the terms thereof as soon as that decision has been reached.
- 24.07 If EI does not approve the application under 24.06, childbirth leave shall not be granted with Top Up Benefits.

Top Up Benefits Payments

- 24.08 The Top Up Benefits payments to a Staff Member who has been granted childbirth leave shall be as follows:
 - a) If EI has determined that there shall be a two-week waiting period before EI Maternity Benefits begin, the Staff Member’s Top Up payments during the two-week period shall be 95% of regular salary (less deductions). For the balance of the period of childbirth leave (up to 13 weeks), the Staff Member’s Top Up payments shall consist of EI Maternity Benefits plus Top Up payments with such payments to be sufficient to bring total benefits payments to 95% of regular salary.
 - b) If EI has determined that there will not be a waiting period before EI Maternity Benefits begin, the Staff Member’s benefits payments (up to 15 weeks) shall consist of EI Maternity Benefits plus Top Up payments with such Top Up payments to be sufficient to bring total benefits payments to 95% of regular salary.
 - c) Full coverage under the benefits listed in 20.16.
- 24.09 A Staff Member who is in receipt of EI Maternity Benefits under 24.08 shall provide documentary evidence to the University of entitlement to such benefits. Such documentation shall be required to authorize release of Top Up payments under 24.08.

- 24.10 Notwithstanding the provisions of 24.04, where a Staff Member whose physician certifies that, for medical reasons, the Staff Member should be absent from University duties for more than the 15 weeks provided under Childbirth Leave, an extension of that leave shall be permitted if EI approves an application by the Staff Member for such an extension. Should this occur, the Staff Member shall receive additional EI Maternity Benefits and payments under the Top Up Benefits plan shall continue under 24.08 until the expiry of EI Maternity Benefits.

Other Leaves

- 24.11 The Provost may grant leave with pay, with partial pay, or without pay to Staff Members for prescribed periods and purposes.
- 24.12 The Provost may approve secondment of Staff Members to other employers or agencies.
- 24.13 A Staff Member may apply for such leave or for secondment to the Provost who shall:
- a) obtain and consider the recommendations of the Appointing Officer and the Trustholder; and
 - b) determine whether or not to approve the application. The decision of the Provost shall be final and binding.

Article 25: General Liability Insurance

- 25.01 The University shall have in place a General Liability Insurance Policy that shall include professional liability coverage for Staff Members engaged in their professional responsibilities to the University. The University shall deliver a copy of the policy to the Association.
- 25.02 The Association shall have in place a General Insurance Policy. The Association shall deliver a copy of the policy to the University.
- 25.03 Both the University and the Association shall hold such policies, as delivered to them, confidential.
- 25.04 Notwithstanding the requirement to hold the policies confidential, the parties shall provide Staff Members with the nature of the coverage.

Article 26: Indebtedness to the University

- 26.01 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.
- 26.02 The Board shall notify the Staff Member of such obligation by formal notice sent to the Staff Member's address of record in Human Resources.
- 26.03 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.

Article 27: Grievance

- 27.01 A grievance is an allegation that there has been a violation or improper application of the terms of this Agreement.
- 27.02 Disputes for which there are specific dispute resolution mechanisms provided in this Agreement shall not be resolved by the procedures under this Article.
- 27.03 A grievance may be initiated by the Association a) at its own behest, b) on behalf of a Staff Member, or c) on behalf of a group of Staff Members.

- 27.04 The grievance process shall be initiated by the Association within 6 months of the date on which the violation or improper application is alleged to have occurred.
- 27.05 The grievance process is as follows:
- 27.05.1 Before submitting a formal grievance, the Association shall attempt to resolve the matter by meeting with the Trustholder.
- a) Trustholder shall consider the matter and within 15 days of any meeting under 27.05.1 shall submit a written report to the Association.
 - b) If the Association accepts any proposal for resolution in the report under 27.05.1 (a), the matter ends; if not, the matter shall proceed under 27.05.2.
- 27.05.2 If the matter is not resolved under 27.05.1, the Association may, within 15 days of receipt of the report under 27.05.1(a) submit a formal grievance to the Dean or to the Vice-President to whom the Trustholder reports.
- a) The formal grievance shall have the following components:
 - i. It shall be in writing and refer to the provision in the Agreement which is alleged to have been violated or improperly applied;
 - ii. It shall summarize the evidence generating the matter; and
 - iii. It shall state the relief or remedy sought.
 - b) The Dean or Vice-President shall investigate the formal grievance and, within 15 days of receipt of the formal grievance, shall submit a written report, including a recommendation for resolution, to the Association.
 - c) If the Association accepts the recommendation under 27.05.2 (b), the matter ends; if not, the matter shall proceed under 27.05.3 or 27.05.4.
- 27.05.3 If the Association does not accept the recommendation of a Dean or Vice-President under 27.05.2(b), it may refer the matter to the Provost, provided such referral is within 15 days of the receipt of the report under 27.05.2 (b).
- a) The Association and the Provost shall meet within 10 days of referral under 27.05.3 to attempt to resolve the matter.
 - b) If no resolution is made under 27.05.3(a), either the Association or the Provost may, within 30 days of agreeing to disagree, refer the matter to Arbitration under Article 29.
- 27.06 All dates and times in this Article may be varied by the mutual consent of the parties.
- 27.07 Failure of either party to act within the time periods required by this Article, or as altered by 24.06, may, within 5 days of such failure, be drawn to the attention of the party failing to act. If the Association does not respond within 10 days, the failure to act shall indicate acceptance of any proposed resolution. If an administrator/Vice-President does not respond, the Association may proceed to arbitration under Article 29.

Article 28: Interpretations

- 28.01 Either the Association or the Board may refer questions of interpretation of this Agreement, in writing, to ARC.
- 28.02 ARC shall meet within 30 days to consider the issue referred for interpretation.
- 28.03 If ARC reaches an agreement on a resolution, its interpretation shall govern this Agreement. An interpretation shall be communicated in writing to the Board and the Association.
- 28.04 If ARC is unable to agree, the Board or the Association may refer the question for arbitration, in accordance with Article 29.

Article 29: Arbitration

Scope and Authority

- 29.01 The procedures in this Article shall apply to matters referred to arbitration in this Agreement as contemplated by Section 87(3)(b) of the Post Secondary Learning Act. Specifically, these matters include disputes on differences arising from the procedures of Article 19 (Compensation Negotiations), Articles 14 and 16 (actions of discipline), Article 27 (grievances), and Article 28 (questions of interpretation).

Appointment of Arbitrator

- 29.02 A matter referred to arbitration under this Article 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.
- 29.03
- a) In the case of a single arbitrator, the arbitrator shall be appointed by agreement of the parties;
 - b) In the case of a three-person arbitration board, each party shall select its nominee to the arbitration board and the two nominees shall appoint the third person (who shall be Chair);
 - c) If the parties cannot agree in either (a) or (b), either party may apply to the Chairman of the Labour Relations Board, Department of Labour, Province of Alberta, for the appointment of the arbitrator/third person in accordance with the procedures and the fee schedule established by Alberta Labour.

Authority of the Arbitrator

- 29.04 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.
- 29.05 An arbitrator who, before or during an arbitration, becomes aware of circumstances that may give rise to a reasonable apprehension of bias shall disclose the circumstances to the parties.
- 29.06 The arbitrator may rule on questions of law and of jurisdiction that arise before or during an arbitration, and may rule on any objection that is raised during an arbitration.

Decisions of the Arbitrator

- 29.07 The arbitrator shall hear and determine the dispute and issue a decision which shall be final and binding.
- 29.08 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.

Arbitration arising from Article 19 (Compensation Negotiations)

- 29.09 In disputes arising from Article 19, the arbitrator shall select one of the final positions submitted to arbitration by the negotiating teams unless both parties agree to conventional arbitration proceedings.
- 29.10 Within fifteen days of the date that the arbitrator has been appointed, each negotiating team shall deliver to each other and to the arbitrator a statement of its final position on unresolved items in negotiation and of any items resolved during the negotiations.

Timing of Arbitration

- 29.11 As soon as the arbitrator has been appointed, the arbitrator shall proceed to appoint a time and place for hearing the matter.

- 29.12 The arbitrator shall attempt to complete the hearing within thirty days of appointment, but shall give the parties not less than ten days notice of the time and place of the hearing.
- 29.13 The arbitrator shall furnish to the parties a written decision as soon after the conclusion of the hearings as possible.

Procedures of Arbitration

- 29.14 Except as required by this Agreement, the arbitrator shall determine procedures for the arbitration.
- 29.15 The hearings before the arbitrator shall be in private.
- 29.16 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.
- 29.17 An arbitrator 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.
- 29.18 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.
- 29.19 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.
- 29.20 The parties may present their cases orally with the permission of the arbitrator.
- 29.21 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, so as not 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.
- 29.22 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

- 29.23 The Board and the Association shall share equally the fees and expenses of the arbitrator.
- 29.24 Each party shall bear its own costs of presentation to the arbitrator.

Enforcement of Award

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

Article 30: Effective Date

- 30.01 This Agreement shall take effect on July 1, 2006, and will be subject to Article 31.

Article 31: Transitional

- 31.01 The parties agree to the establishment of a Trust/Research Academic Staff Agreement Transition Committee in order to guide the implementation of this Agreement.

- 31.02 The membership of the Academic Research/Trust Agreement Transition Committee will consist of not more than three individuals appointed by the University and not more than three individuals appointed by the Association.
- 31.03 Appendix M provides a list of transition issues.

Article 32: Lay-Off

Definitions

- 32.01 For the purpose of this Article, 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 Staff 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

- 32.02 A recommendation that a Staff Member be laid-off shall be made by the Trustholder who shall provide a copy of the recommendation statement to the Staff Member, to Academic Staff Administration and to the Association and who shall offer to meet with the Staff Member to discuss the recommendation. Both the Staff 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 Staff Member, the Trustholder decides not to proceed with the recommendation
- 32.03 Upon receipt of a recommendation under 32.02, Academic Staff Administration shall consult with the Association and shall offer to meet with a representative of the Association to consider the recommendation.
- 32.04 Academic Staff Administration shall offer to meet with the Staff Member, the Trustholder and a representative of the Association and explore with them the options of:
- a) Reassignment
 - b) Laying off of the Staff Member.
- 32.05 Upon completion of the consultation, meetings and exploration of options, Academic Staff Administration and the Trustholder shall meet and shall make one of the following decisions:
- a) To reject the recommendation for lay-off and confirm the Staff Member in the Staff Member's present position; or
 - b) To transfer the Staff Member to another position at the University; or
 - c) To lay off the Staff Member
- 32.06 The Appointing Officer shall inform the Staff Member of the decision in writing with copies to the Association and Academic Staff Administration.
- 32.07 Layoff under this article shall not be considered nor presented as dismissal for cause.

Notice and Pay-in-lieu of Notice

- 32.08 A full-time Staff 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.

A full-time Staff Member with a Renewable Term Appointment who will be laid-off will receive three

months' notice of layoff and will receive an additional one month's pay-in-lieu of notice for each year of employment at the University of Alberta, to a maximum payment of nine months' salary.

A full-time Staff Member with multiple Fixed Term Appointments which cumulatively exceed six 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 three months' notice of layoff and will receive an additional one month's pay-in-lieu of notice for each year of employment at the University of Alberta, to a maximum payment of nine months' salary.

- 32.09 Part-time Staff Members who are laid-off will be dealt with fairly on a case by case basis.
- 32.10 During the notice period, the Staff 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 Staff Member, the Trustholder shall decide which of these options shall apply.
- 32.11 Pay-in-lieu of notice shall normally be paid in a lump sum.
- 32.12 If a Staff 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 Staff Member will be required to repay the portion of the pay-in-lieu of notice received for the overlapping months (e.g. a Staff Member receives nine months pay-in-lieu of notice and after three months is re-employed with the University. The Staff Member will be required to repay six months of the original pay-in-lieu of notice).
- 32.13 The University shall provide employment counselling services to laid-off Staff Members through the University's Employee and Family Assistance program during the notice period.

Recall

- 32.13 Should a position from which a Staff 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 twelve months of the date on which the previous incumbent was laid-off, the department shall contact the Staff Member regarding the position. It is the Staff Member's responsibility to ensure they keep the department up-to-date with contact information.

Appendix A: Board Resolution of Recognition

At its meeting on June 15, 2001, the Board Human Resources and Compensation Committee approved the following:

THAT, in accordance with the provisions of Section 17(1) (d.1) of the Universities Act, the Board of Governors designates the following trust/research funded employees as academic staff:

1. Those full-time or part-time employees whose duties are to teach, or to perform managerial/professional duties similar to those carried out by Administrative Professional Officers (APOs), Librarians or Faculty Service Officers, or to carry out high-level complex, research projects either as the primary or a co-investigator (Research Associate).
2. The source of funding for the employment under category 1, above, shall be research grant/contract funds, and is understood to exclude employment where the source of funding is the regular University operating budget/accounts or funds controlled/generated by the University.
3. Notwithstanding the generality of the foregoing, the following persons shall not be included in categories 1 and 2 above:
 - a. Persons who report directly to the President or to the Vice-President;
 - b. Persons who carry out teaching, managerial/professional or research responsibilities under the terms of either the NASA or GSA collective agreements;
 - c. Persons for whom the University serves as the paymaster only and whose terms and conditions of employment are defined by another employer;
 - d. Persons who carry out teaching duties in non-credit courses;
 - e. Persons who do not receive remuneration for the services performed.

Appendix B: Letter of Appointment



Department of

[name]
[address]

[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 for Trust/Research Academic Staff, a copy of which can be found at: www.uofaweb.ualberta.ca/provost/AgreementsSalaryScalesOtherDocuments.cfm. The Agreement may be amended in accordance with its terms and such amendments are binding upon you. As a trust/research academic staff 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:

- (a) Working Title:
(b) Department:
(c) Faculty:
(d) Period of appointment:
(e) Probationary Period:
(f) Appointment type:
(g) Full-time/Part-time: FTE
(h) Salary: \$ per annum
(i) Salary Level/Range:
(j) Job Family (check one and attach position description and evaluation):
[] Teaching/Research Academic
[] Research Academic (indicate position title: [] Trust Professional, [] Research Associate, or [] Other:)
[] Trust Administrator
[] Library/Information Professional
(k) Special conditions (specify):

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.

In anticipation of the receipt of your acceptance may I take this opportunity to welcome you to the University and to wish you success in your position here.

All personal information collected by the University of Alberta for the purpose of employment shall be collected under the authority of Section 33c of the Alberta Freedom of Information and Protection of Privacy Act (FOIPP) and will be protected under Part 2 of that Act. Certain information will be made available to federal and provincial departments and agencies under appropriate legislative authority. For further information regarding the collection and use of the personal information, contact Human Resource Services, 2-40 Assiniboia Hall, University of Alberta. Phone: 492-4555.

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

Yours sincerely,

[Trustholder's name]
[Department]

[Name of Chair/Dean or Vice-President]

Received by University

[Empty box for signature]

ACCEPTANCE

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

Date at (city)

This (day) day of (month), (year)

Signature

Appendix C: Position Description

Faculty/Portfolio	Academic Unit	
Title (e.g. Research Associate, Research Scientist, Trust Professional, Project Manager, Director, Biostatistician)		
Job Family (check one)		
<input type="checkbox"/> Research Academic <input type="checkbox"/> Trust Administrator <input type="checkbox"/> Library/Information Professional		
Date Completed	Name of Incumbent (if known)	
POSITION SUMMARY		
Describe the major roles and responsibilities of the position		
KNOWLEDGE, SKILLS AND ABILITIES		
Describe the minimum level of education, experience and skills required for the position		
SCOPE (check one) – determines salary range A, B, or C		
<input type="checkbox"/> Development Level – position does not require the full level of related experience, knowledge, skills and abilities typically associated with this level of work (as described by the appropriate benchmark).		
<input type="checkbox"/> Working Level – position requires a typical level of relevant experience in the area for this level of work. The work requires a level of knowledge, skills and competencies commensurate with the duties described above and the appropriate benchmark.		
<input type="checkbox"/> Senior Level – position requires an expert in the field with experience, skills, knowledge and competencies beyond those typically required by the level of work described by the appropriate benchmark.		
ORGANIZATIONAL CHART (attach or describe below)		
The signatures below indicate that all signers have read and discussed the information in this position description.		
_____ Name of Incumbent (if known)	_____ Signature	_____ Date
_____ Name of Trustholder	_____ Signature	_____ Date
_____ Name of Chair, Dean or Vice-President	_____ Signature	_____ Date

Appendix D: 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 6.02:

- **Teaching and Research Academic Family:** A Teaching and Research Academic is a full-time or part-time Staff Member who teaches or performs other related activities and/or clinical related duties and externally funded independent research or some combination of these duties. A Teaching and Research Academic will normally hold a doctoral degree or have equivalent qualifications and experience.
- **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.

Notwithstanding the generality of the foregoing, the following persons shall not be included in the job families stated above

- a. persons who report directly to the President or to a Vice-President;
- b. persons who carry out similar responsibilities but are covered by another University of Alberta agreement;
- c. persons who carry out teaching duties in non-credit courses;
- d. part-time persons who are practising physicians, dentists or lawyers;
- e. persons receiving living allowances;
- f. persons designated as interns, fellows, trainees or visitors;
- g. persons who have paymaster arrangements with the University;
- h. persons who do not receive University remuneration for the services performed; and
- i. persons whose part-time responsibilities to the University are fourteen hours per week or less and/or whose employment is for less than four months.

Appendix E: Trust/Research Academic Salary Levels and Ranges

The salary scale is located on the Human Resource Services website at <http://www.hrs.ualberta.ca/Salaries/Academic.aspx>

Appendix F: Copyright Regulations

1. The University of Alberta recognizes that the copyright of a staff member in a work made in the course of employment at the University shall be recognized and the University waives, disclaims and abandons any and all right to all copyright in a work produced by that staff member subject to the principles in this Agreement, provided however, that such waiver, disclaimer and abandonment shall not apply in the case of work produced by a staff member who has been engaged by the University to prepare works for the University or part of whose normal responsibilities to the University is to prepare such works.
2. Specific written agreements between the Board and the staff member are recommended in all cases where the copyright of a staff member in a work made in the course of employment is claimed.
3. A staff member agrees to make available to the University for its educational program without payment of royalty or other costs work produced by the staff member in the course of his employment. A staff member agrees to make every effort to make available to the University for its educational program without payment of royalty or other cost work produced by the staff member and with respect to which the staff member no longer has copyright or shares copyright with one or more persons or with respect to which there is some benefit or business arrangement which denies to the staff member the absolute right to comply with the intent hereof.
4. The University will do its utmost to make available to a staff member without cost production facilities and funds necessary to produce works in the University's educational program. Priority for the amount of funds and the kind of facilities will be determined as required by the administration of the University. The University shall maintain a record of the cost of producing a work and shall include therein sums of overhead and the like all in accord with good business practice and a sum so determined shall for the purpose hereof be the University's cost.
5. Where a staff member has copyright in a work produced in whole or in part with the assistance of University facilities or funds but the work is not required by the University for its educational program, then the staff member will enter into an arrangement with the University whereby the University's contribution in the production of the work may be compensated. Unless an arrangement contemplated by the foregoing sentence is agreed upon by the University and the staff member, the staff member will:
 - a) Grant to the University a licence to use the work including the right to grant others the right to use the work and/or to copy the same.
 - b) Establish with the University a fee or royalty to be charged to third parties wishing to use the work. In default of agreement such fee or royalty shall be set by the President.
 - c) Agree with the University that upon receipt of fees the same will be applied as to 75 percent thereof to the University and as to 25 percent thereof to the staff member until the University's costs as above-mentioned shall be fully paid and discharged and hereafter such fees shall be applied as to 5 percent to the University and as to 95 percent to the staff member.
 - d) Agree that, if the University licence is not exclusive, uses authorized by the staff member or other licences granted by the staff member will require a fee no less than that determined in b. above and that on receipt of such fees, that the same will be applied as in c) above.
6. The entitlement of a staff member to dispose of the copyright in a work produced for use in the University's educational program or of any interest therein to a third party by sale, assignment or otherwise is conditional upon the staff member and such third party agreeing in such disposition
 - a) to protect the University's right to use the work in its educational program as provided by clause 3 hereof, and
 - b) to arrange for the payment by such third party to the University at the University's costs (if any) in the manner described in clause 5 hereof;provided that, on application by the staff member to the University, the University administration may dispense with the conditions in whole or in part for such reasons as to the University administration seems fair in the circumstances.
7. The University has no obligation to maintain, store, or otherwise keep or care for works produced by a staff member, provided that the University may retain copies of works, if it sees fit, and will on the request of the staff

member maintain a master of the final work for a period of time to be agreed upon between the University and the staff member. Masters of copies retained by the University will not be amended, edited, cut or changed in any way by the University without the consent of the staff member or other copyright owner.

8. A staff member, believing his or her work to be unsatisfactory for a proposed use due to dating or other good reason, may amend the work or require its use to be withheld.
9. A staff member warrants to the University that (s)he is the owner of the work and of the copyright of the work, and that it is the original work with him or her. In cases where fees or licences for the use of copyright material used in the work are required, the staff member will provide the University with a list of the same and indemnify the University against any loss should the list be incomplete.
10. Nothing in this form of contract shall deny or be regarded as denying to the University the right to use copyright material without licence, cost, or fear of infringement where under the Copyright Act (Canada) the University may use copyright material without licence, cost or fear of infringement.

Appendix G: Patent Policy

Overview

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

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

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

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

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

Purpose

- 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.

- Identify University of Alberta policy on the ownership, responsibility for Commercialization, and division of **Net Revenue** generated by the PIP.

(a) 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 five (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.

(b) 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, germ plasm, 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 H: Benefits

1. Alberta Health Care Insurance (AHC)

- 1.1 A full-time Staff Member whose appointment is for one year or longer shall participate in the University group of AHC, provided that the Staff Member is eligible to participate in the AHC. Such participation shall be for single coverage or family coverage, depending on the Staff Member's circumstances; in either case, the Trustholder pays the entire premium.
- 1.2 A full-time Staff Member whose appointment is for eight months or longer but for less than one year shall participate in the University group of AHC. If the Staff Member is single, the Trustholder will pay the entire premium. If the Staff Member has eligible dependents, (s)he will participate in family coverage; the Trustholder will pay the premium for single coverage and the Staff 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 Staff Member whose appointment is for less than eight months or who is on a part-time appointment is not eligible to participate in the University group of AHC.
- 1.4 Notwithstanding 1.2 and 1.3, a full-time Staff Member who has consecutive appointments with no breaks between them and where the total length of such appointments satisfies the requirements of either 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 Staff 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 Staff Member's circumstances; in either case, the Trustholder pays the entire premium.
- 2.2 A full-time Staff Member whose appointment is for eight 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 Staff Member is single, the Trustholder will pay the entire premium. If the Staff Member has eligible dependents, (s)he may participate in family coverage; the Trustholder will pay the premium for single coverage and the Staff 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 Staff Member whose appointment is for less than eight months or who is on a part-time appointment is not eligible to participate in the University group of SHC.
- 2.4 Notwithstanding 2.2 and 2.3, a full-time Staff Member who has consecutive appointments with no breaks between them and where the total length of such appointments satisfies the requirements of either 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 Staff 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 Staff Member's circumstances; in either case, the Trustholder pays the entire premium.
- 3.2 A full-time Staff Member whose appointment is for eight months or longer but for less than one year shall participate in the basic maintenance portion of the University's DC program (restorative and orthodontia not available). If the Staff Member is single, the Trustholder will pay the entire premium. If the Staff Member has eligible dependents, (s)he is eligible for family coverage; the Trustholder will pay the premium for single coverage and the Staff 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 Staff Member whose appointment is for less than eight months or who is on a part-time appointment is not eligible to participate in the University's DC program.
- 3.4 Notwithstanding 3.2 and 3.3, a full-time Staff Member who has consecutive appointments with no breaks between them and where the total length of such appointments satisfies the requirement of either 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 Staff Member whose appointment is for one year or longer and who is less than 65 years of age shall participate in the University's LTDI plan.
- 4.2 A full-time Staff Member whose appointment is for eight months or longer but for less than one year and who is less than 65 years of age shall participate in the University's LTDI plan. The Trustholder pays the entire premium for coverage under the LTDI plan. LTDI benefits begin six months following the onset of the disability. In the meantime, the Staff Member could apply for Employment Insurance benefits, depending on eligibility for that program.
- 4.3 A full-time Staff Member whose appointment is for less than eight months or who is on a part-time appointment is not eligible to participate in the University's LTDI plan.
- 4.4 Notwithstanding 4.3, a full-time Staff Member who has consecutive appointments with no break between them, and where the total length of such appointments satisfies the requirements of 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 Staff Member whose appointment is for one year or longer shall participate in full in the University's Group Life Insurance program. The amount of coverage is dependent on the age of the appointee. The Trustholder pays the entire premium.
- 5.2 Notwithstanding 5.1, a Staff 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 Staff Member whose appointment is for eight 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 Trustholder paying the entire premium.
- 5.4 A full-time Staff Member whose appointment is for less than eight 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 5.3 and 5.4, a full-time Staff Member who has consecutive appointments with no break between them and where the total length of such appointments satisfies the requirements of either 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 Staff Member who is eligible to participate in the Group Life Insurance program under 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 thirty (30) units. The entire cost of optional life insurance is borne by the Staff Member.
- 5.7 A Staff Member who is eligible to participate in the Group Life Insurance program under 5.1, 5.3 or 5.5 may insure his or her dependents under an optional group life plan.

6. Remission of Tuition Fees

- 6.1 The Board shall remit the tuition fees of a full-time Staff Member who, with the approval of the Trustholder, enrolls in courses at the University. Such remissions shall be limited to the equivalent value of four single term credit courses in Arts per year; if a Staff Member's service is less than one year, (s)he will be eligible for a pro-rated remission maximum. Normally, a Staff Member shall not be enrolled in more than one course at a given time.
- 6.2 A Staff Member whose appointment is for less than eight months or who is on a part-time appointment is not eligible to participate in the remission of tuition fees program.

7. University of Alberta Health Insurance Plan (UAHIP)

- 7.1 A full-time Staff Member whose appointment is for eight months or longer but for less than one year and who is eligible to participate in the benefit plans set out in 20.16 and Appendix H but is not eligible for coverage under the University's Supplementary Health Care plan is required to participate in the UAHIP if not covered under a Provincial Health Care plan by another person. If the Staff Member is single, the Trustholder will pay the entire premium. If the Staff Member has eligible dependents, (s)he may participate in family coverage; the Trustholder will pay the premium for single coverage and the Staff Member will pay the difference between the premium for single coverage and the premium for family coverage, by payroll deduction.

8. Employee & Family Assistance Program

- 8.1 A full-time Staff Member whose appointment is for one year or longer shall participate in full in the University's EFAP. Such participation may be single coverage or family coverage, depending on the Staff Member's circumstances; in either case, the Trustholder pays the entire premium.

Detailed information on the above benefit programs can be found on the [Human Resources website](#) or by calling 492-4555.

Appendix I: Trust Academic Benefits Stabilization (TABS) Plan Letter of Understanding

The parties agree to the following:

Purpose of the Fund:

The fund is set up by administration to assist trust holders with unforeseen, emergency expenses.

Establishment of the Fund:

1. A fund advisory committee will be established. The fund advisory committee will monitor the status of the fund and will hear appeals from Trustholders who have had claims denied.
2. The fund will be established by the University through the one-time allocation of \$100,000.
3. TABS will function as a “benefits Stabilization plan” for Trustholders. As such, Trustholders will pay a monthly “premium” to the plan as determined yearly by the fund advisory committee. The “premium” paid by each Trustholder is based on a predetermined percentage of the base salary dollars of each trust employee within their account. The year one premium will be X% of base salary costs.
4. At any time, the premium may be changed to compensate for fund variances with reasonable notice to Trustholders.
5. Each year, the fund advisory committee will report to the Board of Governors and to the Association on the status of the fund.

Expenses that will be funded by TABS:

All Trustholders will be able to access the fund to provide for the following expenses as required in the Trust/Research Academic Agreement:

- Pay-in-lieu of notice provisions in excess of a three month period
 - Assistance with pay-in-lieu of notice payments will only be considered where the lay-off is unexpected or unplanned. All attempts must be made to find the employee alternate employment and all other funds exhausted before applying to the fund. Where contracts specifically identify terms relating to lay-off or where there are pre-determined wind-up plans, this fund can not be accessed.
- Childbirth Leave top-up benefits up to a 15 week maximum or to the end of the appointment.
- Medical Leave (Trustholder to cover first 4 weeks (e.g. 20 working days) – TABS to cover up to remaining 22 weeks of entitlement or to end of contract)
- Payments for part-time trust/research academic staff will be pro-rated accordingly.

Appendix J: Performance Review Procedure Years 1 and 2 of the Agreement Letter of Understanding

The parties agree that for the 2006-2007 (i.e. for increments effective July 1, 2007) and 2007-2008 (i.e. for increments effective July 1, 2008) academic years only, the procedures in Article 13 will be modified as follows:

If a Trustholder does not assess the performance of a Staff Member by May 30 as required by Article 13.03 and the Staff Member is eligible for incrementation (i.e. not at the maximum of the salary range), the Staff Member shall be automatically awarded a 1.0 increment. In these situations, the Staff Member's performance shall be deemed to be satisfactory.

The Dean or Vice-President shall include this "automatic increment" in their report to the Provost as required in Article 13.07.

**Appendix K: Letter regarding the Exploration of the Extension of Fifteen Week Top-up Provisions
and Parental Leave Benefits**

Administration acknowledges the importance to the AASUA of the inclusion of parental leave provisions, such as those in the continuing APO agreement, in the Trust/Research Academic Agreement. Administration was unable to negotiate these types of provisions because they would impact members in the Sessional and Other Temporary Staff Agreement. Hence, the parties agree to send a joint letter to the Academic Benefits Management Committee (ABMC) acknowledging the importance of this issue during the negotiations of the Trust/Research Academic Agreement. The parties agree to ask ABMC to:

- investigate the possibilities of an extension of the fifteen week top-up provisions (i.e. Childbirth Leave) to others within the same academic staff group who have the same type of newborn childcare requirements (e.g. adoptive parents of newborns); and
- investigate possible parental leave provisions for the trust/research academic staff group.

This letter will be drafted by the chief negotiators and will be sent to the Academic Benefits Management Committee by July 1, 2006.

Appendix L: Teaching and Research Academic Job Family Letter of Understanding

The parties agree to the following:

- The agreement will apply to members of the Teaching and Research Academic job family with the exception of the following articles, which after consultation with the AAS:UA will be superceded by and addressed in the individual Letter of Appointment provided to a staff member assigned to this job family:
 - Article 6, 7, and 15 as they pertain to position descriptions, position evaluations, salary level and range establishment and appeals thereof. Instead positions will be established by the Faculty or Unit and individual Letters of Appointment will set out duties, expectations and compensation.
 - Article 13 as it pertains to the evaluation process for a staff member, as well as any resulting incrementation.
 - Article 19 and 20 as they pertain to COLA and Benefits, where these matters are incorporated into the compensation provisions of the Letter of Appointment.
 - Article 32 as it pertains to lay-off where the Letter of Appointment addresses this issue specifically.

Appendix M: Transition Issues

The transition group has agreed to the following transition items:

- Trust/Research Academic Staff Members in the Department of Physics will transition from their own benefits plan to the Trust/Research Benefits plan effective September 1, 2006.
- Those Staff Members who, as of July 1, 2006, have less than eight months left on their present contract, will receive 1% in lieu of benefits. Once a Staff Member receives a new contract greater than eight months, they will be enrolled on the appropriate Trust/Research Academic benefits plan.
- Departments may review performance at the end of the present contract, prior to issuance of a new contract, instead of prior to the end of the academic year as described in Article 13. Departments will include the evaluations on their report as completed with the appropriate effective date.
- If a trustholder wishes and is able to better the terms of the agreement then he/she may. Individual decisions are without precedent but the trustholder must ensure internal equity is maintained. Details of the variation from the agreement should be included in the special conditions section of the appointment letter and approved by the Office of the Provost.