

UNIVERSITY OF ALBERTA

**ADMINISTRATIVE AND PROFESSIONAL
OFFICER AGREEMENT**

July 2010
(incorporating Feb 7, 2014 change to Appendix J)

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Recitals

WHEREAS The Board of Governors of the University of Alberta, of the first part, exercising authority given to it pursuant to the 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 Board of 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, Director, Department Chair, Supervisor or other Officer) means a person designated to act for the officer during the officer's absence; the person who is acting shall have the same authority and responsibility during appointment as the officer has under the terms of this Agreement.
- 1.02 “Agreement” means this Agreement.
- 1.03 “Association” means the Association of the Academic Staff of the University of Alberta.
- 1.04 “Board” means the Board of Governors of the University of Alberta.
- 1.05 “Continuing appointment” means an appointment to the staff without term, which may be terminated only by resignation, retirement, death, or in accordance with the terms of this Agreement.
- 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” is a staff member “who has general supervision over and direction of the academic work and instructional staff of the faculty and of the officers and employees employed in connection with that work, and has the other powers, duties and functions that are assigned to the dean by the president.” (PSLA s21(2)).
- 1.08 “Delegation” means an authorization in writing to perform a task or tasks required by this Agreement.
- 1.09 “Department” includes:
 - a) the academic unit of a Faculty, established as such by the Board, and
 - b) non-teaching departments, which means those departments not administered by a Faculty, and which have separate accounts in the University's budgeting system.
- 1.10 “Department Chair” means the administrative head of an academic department (as per 1.09(a)) reporting to the Dean.
- 1.11 “Director” means the administrative head of a unit (as per 1.09(b)).
- 1.12 “Increment” means the basic unit by which salary is increased in accordance with the provisions of 20.01.
- 1.13 “President” means the President of the University.
- 1.14 “Provost” refers to the “Provost and Vice-President (Academic)” of the University. The Provost is the Chief Operating Officer and Senior Vice President.
- 1.15 “Senior Administrator” means the individual in any given group of administrators who holds the most

authority.

- 1.16 “Staff member” and “APO” means an Administrative Professional Officer (APO) who has been designated as continuing academic staff by the University of Alberta. An APO is a manager or other professional who provides leadership, strategic advice and direction in the organization; and is accountable for planning, negotiating, problem solving, risk assessment and prevention, and/or operational oversight of resources. An APO shall normally require an academic degree; professional designation or equivalent related experience.
- 1.17 “Supervisor” means the person to whom the staff member reports and is accountable.
- 1.18 “University” means University of Alberta.
- 1.19 “Vice-President” means a senior administrator with a number of reporting units within the University. Where the term “Vice-President” is used in the Agreement, unless otherwise stated, it means the specific Vice-President to whom the other administrative officials named are accountable unless otherwise specified.
- 1.20 “Unit” is the term used to describe the organizational structure to which a staff member is appointed.

Article 2 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.

Access to Information

- 2.02 A staff member shall be provided access, with reasonable notice, to all personal information and records pertaining to the staff member under the custody or control of the University in accordance with the policies, procedures and protocols of the University and the provisions of the Alberta Freedom of Information and Protection of Privacy Act.
- 2.03 A staff member shall be entitled to request that information in a record pertaining to the staff member be corrected and may add a notation to a record if a correction was requested but not made in accordance with the provisions of the Alberta Freedom of Information and Protection of Privacy Act.

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 effective date of appointment.
- 3.02 Association dues shall be deducted from the staff member's 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 program 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.

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 subdelegate as set out in this Article), including responsibilities assigned to a person or committee pursuant to:
- a) Article 6–Appointments
 - b) Article 7–Establishment and Evaluation of Positions
 - c) Article 12–Probation and Continuing Appointment

- d) Article 13–Evaluation
 - e) Article 14–Unacceptable Performance
 - f) Article 15–Appeals
 - g) Article 16–Discipline
 - h) Article 22–Reorganization
 - i) Article 31–Financial Emergency
 - j) Such other matters as the parties may mutually confirm in writing from time to time, and with power to delegate further as set out in this article.
- 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, order, directions or recommendations made at the time the delegation of responsibilities remained in effect.
- 4.03 A senior administrator of the University may delegate to another senior administrator of the University or to a staff member any of the responsibilities assigned in this agreement to the senior administrator, subject to approval in writing by the administrator to whom the senior administrator reports.
- 4.04 The President of the Association may delegate any responsibility to another member of the executive of the Association or to the Executive Director of the Association.
- 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.

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 to 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 up to four members appointed by the Board and up to 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(b) may be brought forward by the Provost and 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 either the Board or the Association, or as may be required from time to time to ensure that this Agreement remains compliant with all applicable legislation.

- 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; such amendments shall take effect on the date specified by ARC.
- 5.12 Notwithstanding the foregoing, where pursuant to Post Secondary Learning Act, policies have been approved upon recommendation of General Faculties Council (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

- 6.01 The appointment of a staff member shall be made by the Vice-President.
- 6.02.1 A letter of appointment, following the example in Appendix A.1, duly executed by the Vice-President and the staff member, shall confirm the appointment of a staff member.
- 6.02.2 The appointment of a staff member shall commence on the date set in the duly executed letter of appointment.

Special Conditions

- 6.03 The Provost may appoint a staff member with special conditions which are at variance with the terms of this Agreement provided:
- a) the variations are in writing and are included in or appended to the letter of appointment; and
 - b) the variations have been approved in writing by the Provost after consultation with the President of the Association and prior to the offer being made.
- 6.04 The Provost may approve special conditions which are at variance with the terms of this Agreement and which are agreed to subsequent to the original appointment of a staff member provided:
- a) the variations have been recommended by a Supervisor and are approved in writing by the staff member; and
 - b) the Provost has consulted with the President of the Association prior to approval.

Effective Dates

- 6.05 An appointment may be made at anytime.

Relocation

- 6.06 A staff member, upon initial appointment, may be eligible for the reimbursement of specific relocation expenses necessarily and reasonably incurred in the initial move to work at a University of Alberta campus. Regulations governing relocation shall be established from time to time by the Board after consultation with the Association.
- 6.07 A staff member who voluntarily leaves the service of the University before rendering two years' service shall be required to refund a portion of any relocation expenses paid in accordance with 6.06.
- Each month's regular service (exclusive of leave periods) shall be considered as discharging one twenty-fourth of the obligation. In cases where probationary periods are less than two years the obligation shall be discharged in a proportionately shorter period. If the staff member is appointed to a continuing appointment (i.e., no probationary period), one year's service shall discharge the obligation to the University; if such a staff member leaves the University prior to having served one year, the obligation shall be reduced proportionally with each month served.

Article 7 Establishment and Evaluation of Positions

Provost Responsibility

- 7.01 The Provost or designate shall:
- a) designate positions as APOs in accordance with 1.16;
 - b) undertake their evaluation in accordance with the University's APO Position Evaluation Plan (Appendix D);
 - c) provide training and support in writing position descriptions and training on the University's APO Position Evaluation Plan (Appendix D);
 - d) report in writing annually to the Association the number of positions evaluated during the year, their nature and the general outcomes;
 - e) ensure the integrity and currency of the University's APO Position Evaluation Plan (Appendix D) is maintained;
 - f) ensure benchmarks, as described in the University's APO Position Evaluation Plan (Appendix D), are established and validated through a Committee process (as described in 7.02 to 7.04).

APO Position Evaluation Process Panel

- 7.02 The Provost and the Association shall appoint a panel of six (6) mutually agreed to members to be trained in the University's APO Position Evaluation Plan (Appendix D) as follows:
- a) Three (3) members appointed by the Provost and agreed to by the Association; one (1) of which is the person responsible for the administration of the APO contract and who shall act as Chair, one (1) from a teaching department, and one (1) from a non-teaching department;
 - b) Three (3) members appointed by the Association and agreed to by the Provost; at least one (1) of which is from a teaching department, and at least one (1) of which is from a non-teaching department.
- 7.03 Terms for the members of the Panel, excluding the Chair, shall be limited to a maximum of two three-year terms and shall be overlapping to provide for continuity of experience.
- 7.04 The responsibilities of the APO Position Evaluation Process Panel shall be to:
- a) review and approve benchmarks;
 - b) at any point, request a position's evaluation be reviewed;
 - c) review and approve position evaluation resource materials such as manuals on writing position descriptions;
 - d) review and approve the position evaluation procedures; and

- a) provide guidance in the application of the University's APO Position Evaluation Plan (Appendix D).

Position Description

- 7.05 A formal position description shall form the basis for the establishment and evaluation of a position. The Supervisor and Vice-President shall approve the position description in writing.
If there is an incumbent in the position when a position description is prepared or amended, the incumbent shall be consulted in its preparation and shall acknowledge in writing such consultation.
- 7.06 Position descriptions and their associated evaluation points shall be available to the Association, or to a staff member upon request with reasonable notice. The Provost shall designate a person to act as custodian of position descriptions for this purpose.
- 7.07 A description of a position should be reviewed by the Supervisor every five (5) years. The position description must be reviewed when the position is vacated prior to it being refilled. If significant changes have occurred and are not reflected in the current position description a new position description should be completed following 7.05 and submitted for evaluation.

Position Evaluation Process

- 7.08 The position shall be evaluated by Administration upon:
 - a) the request of the incumbent staff member; or
 - b) the request of the Supervisor or Vice-President; or
 - c) the request of the APO Position Evaluation Process Panel (7.04); or
 - d) the request of the Vice-Provost and Associate Vice-President (Human Resources).
- 7.09 Upon evaluation, the evaluation points for the position may increase, decrease or stay the same.
- 7.10 If the evaluation of a position results in a decrease in evaluation points, the salary range shall nevertheless remain at the pre-evaluation level so long as the incumbent continues to hold that position. As soon as that staff member leaves the position, the evaluation and salary range shall be revised to the lower level.
- 7.11 If the evaluation of a position results in an increase in evaluation points, the new evaluation and salary shall apply to an incumbent staff member. The effective date shall be the date a revised position description was approved by the Vice-President unless circumstances justify an alternative date.
- 7.12 If the present salary of the incumbent, who is affected by 7.11, is below the minimum salary of the revised salary range, the salary of the staff member shall be increased to the minimum salary of the range. An increase beyond the minimum of the range may be offered by the Vice-President.
- 7.13 If the present salary of the incumbent who is affected by 7.11 is within the revised salary range, the Vice-President may approve an increase in salary.
- 7.14 All decisions made under this Article shall be reported in writing to the incumbent, if any, and to the Supervisor.

Appealing a Position Evaluation Decision

- 7.15 A staff member who serves notice of the intention to appeal the position evaluation decision of the Provost must do so within twenty (20) days from the date of receipt of his/her most recent position evaluation.
- 7.16 Appeals of position evaluation decisions shall be submitted in writing, with the rationale for the appeal, to the Vice-Provost and Associate Vice-President (Human Resources) with a copy forwarded to the staff member's Vice-President. Appeals may relate to:
 - a) the position failing to be established as an APO through the position evaluation process, and/or
 - b) the evaluation points assigned to the position.

7.17 An appeal shall be heard within sixty (60) days of the receipt of the appeal request.

Position Evaluation Appeal Committee (PEAC)

7.18 The PEAC shall be appointed from a roster which is comprised of:

- a) five (5) members appointed by the Provost and agreed to by the Association;
- b) five (5) members appointed by the Association and agreed to by the Provost.

Members of PEAC will normally have served on or are currently serving on the APO Position Evaluation Panel.

7.19 The PEAC will be comprised of three (3) members appointed by the Vice-Provost and Associate Vice-President (Human Resources) as follows:

- a) one (1) member appointed from the Position Evaluation Process Panel to act as Chair (7.02);
- b) one (1) member appointed from the roster of Provost appointments (7.18a);
- c) one (1) member appointed from the roster of Association appointments (7.18b).

7.20 Upon the selection of the members of PEAC (7.19), the Vice-Provost and Associate Vice-President (Human Resources) shall notify the Appellant of the names of each member. Within five (5) days of receiving notice of the names of the PEAC members, the Appellant may lodge a written challenge with the Vice-Provost and Associate Vice-President (Human Resources). Challenges must be in writing, must be made on the grounds that the proposed Chair or panel member(s) may have a bias that would prevent a fair process, and must state the basis upon which the Appellant contends that a bias exists. The Vice-Provost and Associate Vice-President (Human Resources) shall make a ruling. If the challenge is upheld, the PEAC member(s) will be replaced with other member(s) appointed by the Vice-Provost and Associate Vice-President (Human Resources). If the challenge is not upheld, the PEAC review will proceed with the existing members. The decision of the Vice-Provost and Associate Vice-President (Human Resources) shall be final and binding in this regard.

7.21 The PEAC shall be empowered to review:

- a) the rationale for a position failing to be established as an APO through the position evaluation process and/or
- b) the evaluation points assigned to the position through the position evaluation process.

The PEAC shall be empowered to make the following decisions based on appeals conducted under points a) or b):

With respect to review powers of PEAC under point a):

- I. the position **does** meet the established criteria of an APO position and should therefore be referred to the Vice-Provost and Associate Vice-President (Human Resources) for establishment as an APO and position evaluation.
- II. The position **does not** meet the established criteria of an APO position.

With respect to review powers of PEAC under point b):

- I. The evaluation points assigned to the position during the evaluation process were too low and should be referred to the Vice-Provost and Associate Vice-President (Human Resources) for re-evaluation at a higher level.
- II. The evaluation points assigned to the position during the evaluation process were assessed at the correct level.
- III. The evaluation points assigned to the position during the evaluation process were too high and should be referred to the Vice-Provost and Associate Vice-President (Human Resources) for re-evaluation at a lower level.

The Position Evaluation Appeal Process

- 7.22 When the PEAC considers the position evaluation appeal, the appellant staff member, the Supervisor and administration shall be invited to submit documents and to make personal representation to the Committee. The PEAC may consult and seek other resources they deem necessary to the decision.
- 7.23 In considering a position evaluation appeal, the PEAC shall neither consider the University's need for the position nor the funding available.
- 7.24 All decisions made by the PEAC are final and binding, and shall be provided in writing to the Vice-Provost and Associate Vice-President (Human Resources) who will distribute the decision to the parties.
- 7.25 The time limits in this Article may be altered by mutual consent of the Appellant and Vice-Provost and Associate Vice-President (Human Resources). Such consent shall not be unreasonably withheld.

Article 8 University Responsibilities

Basic Responsibilities

- 8.01 The responsibilities of a staff member shall be generally as described in the position description (see 7.05).
- 8.02 A staff member in a teaching department may be assigned teaching responsibilities provided that such responsibilities do not represent a majority of the workload.
- 8.03 The staff member shall be accountable to the Supervisor, who may assign specific responsibilities and determine priorities.
- 8.04 In the event of a dispute with respect to responsibilities, a staff member shall have final recourse to the Vice-President.
- 8.05 A staff member shall not be a registered student in courses taught by the same academic unit as that in which the staff member is employed as a staff member; exceptions to this rule may be made with the approval of the Dean of the Faculty and the Provost.

Supplementary Responsibility at the University

- 8.06 Under certain circumstances, a staff member may accept responsibilities at the University in addition to regular responsibilities for which the staff member may receive remuneration additional to regular salary.
- 8.07 The Supervisor and the Vice-President shall approve requests for approval of supplementary responsibilities prior to the assumption of the responsibilities.
- 8.08 Supplementary responsibilities shall be performed outside regular office hours unless otherwise approved by the Vice-President.

Supplementary Professional Activity Outside the University

- 8.09 A staff member who proposes to engage in supplementary professional activity for another employer or as a consultant or self employed professional shall inform the Supervisor in writing of such intention.
- 8.10 The written permission of the Supervisor is required if:
- a) the activities will take place during regular University office hours; or
 - b) the activities involve University staff, students or the use of University facilities.
- 8.11 If the staff member expects to involve students, staff or the use of University facilities, the staff member may be required by the Vice-President to enter into a contract with the University.
- 8.12 A staff member shall not engage in supplementary professional activities which involve a conflict of

interest or conflict of commitment with responsibilities to the University.

Article 9 Professional and Educational Leave

- 9.01 A staff member may be granted a leave in accordance with the procedures described in this Article. Such leave is considered to be a privilege and is expected to be of benefit to both the staff member and the University.
- 9.02 A staff member shall be eligible to apply for up to six (6) months of leave provided the staff member has served as an APO for three (3) years, or after serving three (3) years as an APO following a previous leave. After six (6) years of service following initial appointment as an APO, or six (6) years of service following a previous leave, a staff member shall be eligible to be considered for a twelve (12) month leave.
- 9.03 A leave is granted in order for a staff member to pursue an educational or professional opportunity. The opportunity will be documented as per the conditions in 9.04. A leave (subject to the staff member's eligibility in 9.02) may be spread over a number of years. Leave periods are not normally counted as service in determining Professional and Educational Leave eligibility. In no case will periods of Professional and Educational leave or leave without pay be counted as service towards Professional and Educational Leave.
- 9.04 Leave shall only be awarded to a staff member who has a carefully prepared program outlined normally in the Annual Performance Plan section of the staff member's Performance Review, Evaluation, and Professional Development (PREPD) report.
- 9.05 The leave application shall include a description of the intended activity during the leave, a statement of the benefit of such activity to the applicant and its value to the University, the duration of the leave, and the location(s) of the staff member during the leave.
- 9.06 The Supervisor will append any comments to the leave application and then forward the application to the Vice-President.
- 9.07 Upon receipt of the application and the appended material, the Vice-President shall decide on the application and so advise the staff member, in writing. The decision of the Vice-President is final and binding.
- 9.08 If an application for professional leave has been approved, a staff member shall:
- a) receive a salary of eighty (80%) percent of the staff member's basic University salary.
 - b) be eligible to participate, in full, in the benefit programs as set out in Article 20, with the Board continuing to pay the regular employer costs.
- 9.09 The staff member may receive grants or scholarships or other aid from outside agencies to assist in the financing of the leave program. Receipt of such assistance shall not serve to reduce the level of the leave salary unless the total of the assistance and the leave salary exceed the staff member's regular salary, in which case the leave salary shall be reduced so that the total of the outside assistance and the leave salary equal the regular full salary.
- 9.10 During the leave, the staff member shall not undertake alternative employment without the advance written approval of the Vice-President.
- 9.11 A staff member shall be required to sign a return to service agreement prior to going on leave with the return period not to exceed the period of the leave.
- 9.12 The staff member shall submit a report to the Supervisor and the Vice-President on the leave activities within two (2) months of returning from leave.

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 B (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 B, 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 B 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 of Alberta Patent Policy (Appendix C) either through individual application or through the University.
- 11.02 The provisions of the University of Alberta 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 and Continuing Appointment (*effective August 8, 2011*)

- 12.01 In exercising the responsibility under 6.01, the Vice-President shall make appointments in accordance with this Article.
- 12.02 A staff member shall be appointed to a probationary appointment unless the Vice-President approves a continuing appointment.
- 12.03 The probationary appointment for a staff member who is appointed for the first time under this Agreement shall normally be for a period of two (2) years. A staff member shall be appointed to a two-year probationary period only once during his/her continuous employment under this Agreement.
- 12.04 A staff member under this Agreement with a continuing appointment who is appointed to another position under this Agreement shall serve a reduced probationary period, as follows:
- a) Up to and including seven (7) years of service under this Agreement, a probationary period of up to twelve (12) continuous months;
 - b) Longer than seven (7) years of service under this Agreement, a probationary period of up to six (6) continuous months.
- 12.05 If the staff member is granted leave during the probationary period, the probationary appointment shall be extended by the duration of such leave or by a longer period of time, unless the Vice-President in approving the leave decides that the extension is not warranted.
- 12.06 The Supervisor shall keep the staff member apprised of progress during the probationary period, and shall meet with the staff member at least every three (3) months to discuss that progress.
- 12.07 Completion of the probationary period
To conclude the probationary period, the Supervisor will take the following action:

- a) For a staff member who is appointed for the first time under this Agreement and who has a two-year probationary period, the Supervisor shall provide two (2) months' written notice of his/her recommendation, which shall be one of the following:
 - (i) that the staff member be granted a continuing appointment; or
 - (ii) that the probationary appointment be extended by a period not to exceed one year; or
 - (iii) that no further appointment be offered to the staff member.
- b) For a staff member who has a reduced probationary period, the Supervisor shall provide one (1) month's written notice of his/her recommendation, which shall be one of the following:
 - (i) that the staff member be granted a continuing appointment; or
 - (ii) that the probationary appointment be extended by a period not to exceed six (6) months; or
 - (iii) that no further appointment be offered to the staff member.

12.08 The Supervisor shall forward the recommendation to the Vice-President.

12.09 The Vice-President shall reach a decision and inform the staff member in writing prior to the last day of the probationary appointment that:

- a) the staff member shall be granted a continuing appointment; or
- b) the probationary appointment shall be extended by a period not to exceed one (1) year for a staff member who has a two-year probationary period or by six (6) months for a staff member who has a reduced probationary period; or
- c) the probationary appointment shall be terminated and no further appointment shall be offered to the staff member.

12.10 Continuing appointment shall in no sense be the right of a staff member who has served the time of probation. The performance of the staff member during probation shall indicate that the staff member will in future be capable of contributing effectively in the performance of his/her responsibilities to the University.

Termination During Probation

12.11 During the probationary period, a Supervisor may recommend and the Vice-President may approve the termination of the probationary appointment of a staff member by giving one month's written notice of such termination. The effective date of the termination shall be one (1) month from the date of notice, but the assignment of responsibilities may cease as of the date of notice.

12.12 If termination is recommended during, or at the end of probation, the Vice-President shall provide the staff member with an opportunity to respond before acting on the recommendation.

Termination Entitlements

12.13 If a continuing appointment is not being offered (under 12.07 or 12.09) to a staff member whose first appointment to the University is under this Agreement, the staff member shall receive a severance payment equivalent to two (2) months' salary (less any required deductions). If the probationary period has been extended beyond two (2) years, severance entitlement will be extended on a pro rata basis. The severance payment shall be at the same rate as if the staff member had continued on staff.

12.14 If the staff member is not being offered a continuing appointment and he/she has previous continuous service in other appointments with the University, this service shall be taken into consideration in the determination of the severance payment.

The staff member shall receive a severance payment (less required deductions) of one (1) month's salary for each year of continuous employment with a maximum payment of twelve (12) months' salary. Severance shall be based on the salary being earned on the last day of employment.

Article 13 Performance Review, Evaluation and Professional Development

- 13.01 The Dean or Vice-President shall promote consistency in the application of standards in the review of all APOs in his or her area.
- 13.02 The Supervisor and the staff member shall jointly be responsible for ensuring that the staff member's performance is reviewed annually in accordance with the APO Performance Review, Evaluation and Professional Development system (PREPD). Details of the system are outlined in Appendix J of this agreement.
- 13.03 The staff member's annual PREPD (Annual Report) is based upon the performance of duties and responsibilities outlined in the Position Description (see Article 7) and the goals and objectives from the annual performance plan.
- 13.04 Each staff member will complete and submit an Annual Report to his or her Supervisor. The Supervisor will first review the Annual Report, meet with the APO to discuss the Annual Report, and provide written commentary on the performance of the APO. The APO will have an opportunity to provide commentary on the Annual Report and will sign to acknowledge that he/she has received and read the document.
- The Supervisor shall provide a copy of the final performance review to the staff member, together with any materials relied upon in making the recommendation, including a summary of any confidential information. This information will be summarized with sufficient detail that the staff member can identify and respond to the issues raised.
- 13.05 The Supervisor shall submit a summary of the performance review and increment recommendation in accordance with clauses 13.09 and 13.10, to the appropriate Dean or Vice-President. After reviewing the summary and recommendation, the Dean or Vice-President shall submit his or her recommendations to the Provost for review and approval.
- 13.06 Once the increment decisions are approved by the Provost, the staff member shall be informed of the decision in writing.
- 13.07 Evaluating performance for approved leaves: when total periods of leave (for example, childbirth leave, parental leave, and medical leave) are for less than six months of a performance review period, the performance of the staff member will be extrapolated to the full year.
- When total periods of leave (single leave or combination of leaves) are for six months or longer of a performance review period, these time periods will not be considered in the evaluation of performance and the Supervisor will use 13.10 (c) for the purposes of evaluation. Notwithstanding, a staff member may request the Supervisor take into account activities while on a leave for six months or longer of a performance review period. The onus shall be on the staff member in material appended to the annual report to demonstrate to the Supervisor why such activity should be recognized.
- 13.08 Increments are awarded for meritorious performance and are not in any way automatic nor based on years of service.
- 13.09 The following values of increments may be awarded:
- a) No increment (0.0);
 - b) A one-half increment (0.5), which is one-half of a single increment;
 - c) A single increment (1.0);
 - d) A multiple increment, which may be one and one half, double, two and one-half, or triple a single increment;
 - e) An increment less than what would be recommended by the Supervisor but which brings the salary of a staff member to the salary ceiling of the present salary range for the position.

- 13.10 If the Supervisor recommends that no increment be awarded to a staff member, the recommendation shall be identified as meaning one of the following:
- a) That maximum salary for the position has been reached but performance is marginal or above;
 - b) Vacant
 - c) That performance while on authorized leave could not be properly evaluated; or
 - d) That performance is unsatisfactory.

If a Supervisor plans to recommend no increment for a staff member under 13.10 (d), the Supervisor must consult with Human Resource Services prior to making the recommendation. (See Article 14 for further action)

- 13.11 The performance review period will be from April 1 – March 31. Increments take effect on July 1.
- 13.12 A staff member whose appointment to the staff of the University takes effect in the period April 1 - July 1 is eligible to receive a full increment at one of the values referred to in 13.09 on the next following July 1. A staff member whose appointment to the staff of the University takes effect in the period July 2 – December 31 is eligible to receive a pro-rated increment on the following July 1, the proportion of a full increment depending on the number of months he or she will have served by March 31. A staff member whose appointment to the staff of the University takes effect in the period January 1 – March 31 will not normally be eligible to receive an increment on the following July 1.

Article 14 Unacceptable Performance

First Awarding of No Increment

- 14.01 Within twenty (20) days following the awarding of no increment or the decision of an appeal under Article 15 confirming no increment (13.10(d)), a meeting will be held with the Supervisor, the staff member, a representative of Human Resource Services, and a representative of the Association. The purpose of the meeting shall be to produce a plan for improvements (hereafter referred to as a Performance Improvement Plan) that the staff member must make to his or her performance which will allow him/her to reach a level of satisfactory performance the following year. The discussion should include any assistance that can be reasonably provided by the Employer to improve the staff member's performance. Where there is disagreement on the content of the Performance Improvement Plan, the Supervisor will make the determination.
- 14.02 Meetings between the Supervisor and the staff member will be held to discuss the staff member's progress towards achieving the Performance Improvement Plan. A report of these meetings will be forwarded by the Supervisor to the staff member, Human Resource Services, and the Association.

Second Awarding of No Increment

- 14.03 Within twenty (20) days of receiving no increment due to unsatisfactory performance at the end of the next academic year, or if the staff member has been awarded no increment due to unsatisfactory performance in any of the previous two (2) years, the Supervisor will refer the record of the staff member, along with the recommendation for imposing one of the penalties under 16.14, to the Dean or Vice-President and to Human Resource Services.
- The record of the staff member shall include copies of all evaluation material regarding the staff member including the reports of meetings referred to in 14.01 and 14.02.
- 14.04 At the same time, the Supervisor shall provide to the staff member and the Association a copy of the materials described in 14.03.
- 14.05 The staff member may submit material to the appropriate Dean or Vice-President in response to that submitted by the Supervisor under 14.03 within fifteen (15) days of receipt of the materials.
- 14.06 The Dean or Vice-President shall offer to meet with the staff member within twenty (20) days of the receipt of the recommendation for penalty under 16.14. The Dean or Vice-President may be accompanied by a

representative of Human Resource Services. The staff member may be accompanied by a representative of the Association.

14.07 Following any meeting under 14.06 and any other consultations the Dean or Vice-President chooses to have, the Provost shall, in writing, within ten (10) days choose one of the following actions:

- a) Not approve the recommendation of the Supervisor; or
- b) Approve the recommendation of the Supervisor and his or her recommended penalty under 16.14; or
- c) Approve the recommendation of the Supervisor but impose a different penalty under 16.14.

14.08 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 or persons who will advise the Appellant or the Respondent at the hearing of the appeal and shall include legal counsel if the Appellant and the Respondent elect to retain legal counsel;
- b) "Appellant" means the staff member who has appealed;
- c) "Chair" means the Chair of The Appeals Committee; and
- d) "Respondent" means the person whose decision is being appealed.

Right to Appeal

15.02 A staff member may appeal the following decisions in accordance with the provisions of this Article:

- a) that a staff member's probationary appointment be terminated under 12.11;
- b) that a staff member not be offered a continuing appointment upon the expiry of the probationary appointment (12.08 c);
- c) that a staff member has received less than a single increment when his/her present salary is at least one increment less than the maximum (13.09).

Appeals under this Article shall be heard by a committee to be known as APO Appeals Committee (APO AC) established under 15.05 of this article.

15.03 An appellant has twenty (20) days from the date of decision (of the type referred to under 15.02) to commence an appeal; the Appellant shall file with the Associate Vice-President (Human Resources) and with the Respondent a detailed written statement which shall include:

- a) the basis on which the appeal is lodged (under 15.02), including a statement of the grounds on which the decision is considered to be inappropriate;
- b) the decision which the Appellant requests APO AC to make, such decision to be consistent with the powers of APO AC as set out in 15.20;
- c) a list of those persons whom the Appellant wishes to appear before APO AC as witnesses;
- d) the name of any Advisor who will accompany the Appellant at the APO AC hearing; and
- e) such other material as the Appellant considers to be relevant that was not submitted in the proceedings leading to the decision recognizing that APO AC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the Appellant could have presented the material to the person making the decision.

15.04 As soon as reasonably possible after the receipt of appeal documents by the Associate Vice-President

(Human Resources), the members of the APO AC shall be named by the parties.

The APO Appeals Committee (APO AC)

- 15.05 The membership of APO AC shall be:
- a) one person named by the Respondent; but not from the same unit as the Respondent.
 - b) one person named by the Appellant; but not from the same unit as the Appellant.
 - c) one person, who shall chair APO AC, named by the Provost and the President of the Association.
- 15.06 Within fifteen (15) days of the date the material forwarded under 15.03 is mailed to the Respondent, the Respondent shall file with the Vice Provost and Associate Vice-President (Human Resources), with a copy to the Appellant, a detailed written statement which shall include:
- a) a statement in reply to the statement and materials submitted by the Appellant under 15.03;
 - b) a copy of all written material relating to the Appellant which was used in reaching the decision being appealed;
 - c) a list of those persons whom the Respondent wishes to appear before APO AC as witnesses;
 - d) the name of any Advisor who will accompany the Respondent at APO AC hearing;
 - e) such other material as the Respondent considers to be relevant recognizing that APO AC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the party seeking to adduce the evidence could have used it in reaching a decision.
- 15.07 Notwithstanding the time limits set out in 15.03 and 15.06, 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.
- 15.08 The Chair shall determine the time and place for a hearing of the appeal, such hearing to be held within a reasonable time after all materials have been filed pursuant to 15.03 and 15.06, but no earlier than six (6) weeks after filing of the notice of appeal.
- 15.09 The Chair shall give at least ten (10) days' written notice of hearing to the Appellant and the Respondent.

Hearing Procedures

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

Jurisdiction of APO AC

- 15.18 APO AC shall:
- a) allow the appeal if it finds the decision to have been inappropriate based on the evidence before it; or
 - b) dismiss the appeal.
- 15.19 If APO AC finds that there has been non-compliance with the procedures of this Agreement in the proceedings it may, nevertheless, dismiss the appeal if it finds the decision to be appropriate.
- 15.20 Where APO AC allows the appeal, it has the power to:
- a) continue the probationary appointment (in the case of an appeal of a decision to terminate a probationary appointment under 12.11);
 - b) award such an appointment or to extend the probationary period by an appropriate period of time to a maximum of one year (in the case of an appeal of a decision not to offer a continuing appointment upon the termination of a probationary period);
 - c) award an increment which is greater than that awarded (in the case of an appeal of a decision to award less than a single increment).

Post-hearing Procedures

- 15.21 The decision of APO AC shall be set out in a written statement by the Chair, with reasons, and a copy thereof shall be sent to the Appellant and to the Respondent within two weeks of the conclusion of the hearing.
- 15.22 The decision of APO AC shall be final and binding.
- 15.23 All written materials are to be returned to the Vice-Provost and Associate Vice-President (Human Resources) and destroyed six (6) weeks from the date of decision. The Appellant and Respondent retain their materials.

Article 16 Discipline

Written Complaints about Staff Members

- 16.01.1 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.
- 16.01.2 The Provost may exercise discretion not to authorize an investigation if the complaint is vexatious or frivolous.
- 16.01.3 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.
- 16.02 If the written complaint is not received by the Provost within six (6) 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 or her discretion, may waive this clause.
- 16.03.1 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.
- 16.03.2 The purpose of this meeting is to provide the respondent and the AASUA the opportunity to make representation to the Provost.

16.03.3 If the Provost decides to dismiss the complaint under Article 16.04 (b), the Provost shall first offer to meet with the complainant and provide to the complainant his or her reasons for dismissing the complaint.

Duties of the Provost Following Acceptance of the Complaint

16.04 The Provost shall, within ten (10) 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 fifteen (15) days following acceptance of the complaint, the alternative dispute resolution process of 16.17-16.19.

16.05 If the Provost dismisses the complaint, the matter ends with that decision.

16.06 Vacant

The Investigation

16.07 If the Provost authorizes an investigation of the complaint, the Provost shall within twenty (20) 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.

16.08.1 The investigator shall meet with the respondent and the complainant, and shall provide the respondent and complainant the opportunity to make written representations.

16.08.2 The investigator may meet with such persons who could provide information relevant to the complaint. The investigator may receive materials submitted, whether at the investigator's request or unsolicited, and shall not be bound only by the original letter of complaint.

16.08.3 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.

16.08.4 The investigator may offer the respondent and the complainant an opportunity to meet together, with the investigator, to clarify information.

16.08.5 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.

16.09.1 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

16.09.2 The respondent and the complainant may each submit a written response to the investigation report to the Provost within ten (10) days of receipt of that report; the Provost shall send a copy of such response to the other party within ten (10) days of receipt.

16.09.3 Within ten (10) days, the respondent and the complainant may submit written rebuttals to the responses made under 16.09.2. The rebuttal statements under 16.09.3 shall be the last submissions under the complaint, unless the Provost requests further submissions.

Meeting to Discuss the Report and Responses

16.10.1 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.

16.10.2 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 16.09.2, 16.09.3, and 16.10.1 (responses, rebuttals and meetings) shall then apply.

16.11 At any meeting between the Provost and the respondent or the complainant, each party may be accompanied by an advisor. Each party shall inform the other who the advisor will be at least one day before the meeting.

Extension of Deadlines

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

Decision of the Provost

16.13 The Provost shall, in writing:

- a) dismiss the complaint; or
- b) penalize the respondent in accordance with 16.14, stating the effective date on which the penalty is imposed. Such decision shall be final and binding, subject to arbitration under 16.22.

16.14 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.

16.15 The Provost shall advise the staff member of the decision, in writing, and shall inform the complainant, the Senior Administrator, and the Association of the decision.

Effect of Procedures in Alternative Forums

16.16 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

16.17 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.

16.18 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. In such a case the matter shall revert to 16.04.

16.19 Proceedings under such a dispute resolution process are confidential and cannot, subject to 16.27, be used in any other proceedings.

Communications

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

- a) by courier to 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."

16.21 Vacant

Association's Options

- 16.22 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.
- 16.23 Within thirty (30) 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.
- 16.24 Article 29 applies to a matter referred to arbitration under this Article.

Effective Date of Penalty

- 16.25 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 16.26.
- 16.26 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

- 16.27 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 Senior Administrator). 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 16.17 to 16.19, 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 Supervisor with as much notice as possible before the effective date of resignation.
- 17.02 The Supervisor shall forward to the Vice-President the letter of resignation. The acceptance of a resignation by the University shall be effected by the Vice-President.
- 17.03 A resigning staff member shall receive, on resignation, an amount in lieu of vacation time not taken, but such an amount shall not normally exceed one year's vacation entitlement. The amount shall be based on the salary rate as of the effective date of the resignation.

Article 18 Retirement

- 18.01 For the purpose of this Agreement, the "normal date of retirement" shall be the June 30 coincident with, or following, the attainment of age 65.

- 18.02 For the purpose of this Agreement, “early retirement” is defined as a decision to terminate employment under the provisions of this Article, at any date following the attainment of age 55 but prior to the normal date of retirement.
- 18.03 A staff member shall, normally, provide six (6) months written notice of intent, in accordance with the format in appendix A.2, to take early retirement.
- 18.04 For the purpose of this Agreement “deferred retirement” is defined as a decision to terminate employment under the provisions of this Article beyond the normal date of retirement.
- 18.05 For the purpose of this Agreement, the “deferred date of retirement” shall be any date beyond the normal date of retirement.
- 18.06 In order to enable both academic planning and personal retirement planning, prior to the normal date of retirement and with as much notice as possible (eighteen (18) months is highly recommended), a staff member shall provide to the Supervisor, either:
- a) An irrevocable written notice of retirement, in accordance with the format in appendix A.2, effective on the normal date of retirement. This date can be amended to an earlier date with sufficient notice. The Supervisor shall forward the notice of retirement to the Provost; or
 - b) A written notice of intent, in accordance with the format in appendix A.2, to defer retirement.
- 18.07 In order to enable both academic and personal retirement planning, prior to the deferred date of retirement and with as much notice as possible (eighteen (18) months is highly recommended), a staff member shall provide to the Supervisor:
- a) An irrevocable written notice of retirement, in accordance with the format in appendix A.2, specifying the deferred date of retirement. This date can be amended to an earlier date with sufficient notice. The Supervisor shall forward the notice of retirement to the Provost.
- 18.08 In accordance with the provisions of the Universities Academic Pension Plan (UAPP) in effect at June 30, 2006, and in accordance with the Income Tax Act and regulations therein as promulgated from time to time, a staff member must commence the receipt of monthly pension benefits no later than the December coincident with, or following the attainment of, age 69. At such time, the staff member shall be eligible to continue employment under this Agreement on a full-time basis and membership in the UAPP (or successor plan) ceases.

Phased Retirement Periods

- 18.09 A staff member shall be entitled to either a phased pre-retirement period of employment OR a phased post-retirement period of employment, provided the appropriate notice periods are complied with and the staff member and the Supervisor have agreed in writing on the details regarding the responsibilities of the staff member. Such responsibilities shall be based on application of article 8.
- 18.10 A staff member who has not provided the appropriate notices may be eligible for phased retirement but the decision of such eligibility shall be made by the Supervisor.

Phased Pre-Retirement Period

- 18.11 For the purposes of this Agreement, “phased pre-retirement period” is defined as a period of leave without pay from a portion of duties, immediately preceding an early, normal, or deferred retirement date.
- 18.12 The Provost may grant a staff member a phased pre-retirement period, providing at least six (6) months written notice to the Supervisor of the commencement date of the phased pre-retirement period. The staff member shall agree to retire immediately upon completion of the phased pre-retirement period. This retirement date shall be irrevocable.
- 18.13 The phased pre-retirement period shall consist of one of the following sets of conditions:

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

18.14 During the phased pre-retirement leave period, the staff member shall be eligible to participate in the benefit programs provided in this Agreement and as outlined in Appendix H with the Board paying the full premium cost of such programs.

18.15 Subject to the provisions of the Universities Academic Pension Plan, the staff member may choose to establish the phased pre-retirement period as pensionable service under that Plan and, if so, the Board and the staff member shall make the appropriate contributions calculated on the basis of the unreduced salary rate.

Phased Post-Retirement Period

18.16 For the purposes of this Agreement, “phased post-retirement period” is defined as a period of re-employment immediately following an early, normal, or deferred retirement date.

18.17 The Provost may grant a staff member a phased post-retirement period if the staff member has not taken a phased pre-retirement period and by providing as much notice as possible (eighteen (18) months is highly recommended).

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

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

18.19 During the phased post-retirement leave period, the staff member shall be eligible to participate in the benefits programs provided in this Agreement and as outlined in Appendix H.

Article 19 Compensation Negotiations

19.01 The Board and the Association shall negotiate a salary schedule and increment structure (i.e., the basic salary equation and increment structure) and shall negotiate a program of benefits.

19.02 The increment structure shall include provision for:

- a) an increment pool (i.e., the number of increments available) which shall be distributed to each Vice President on a basis proportional to the number of eligible staff members in each Faculty; and
- b) the value or values of the increments.

19.03 Negotiations shall normally be for one year agreements, but, with the consent of both parties to this Agreement, multiple year agreements may be negotiated.

- 19.04 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.
- 19.05 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.
- 19.06 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.
- 19.07 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 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.
- 19.08 Benefit programs listed in Article 20 which are not amended in negotiations shall remain in effect in the following year.
- 19.09 Where a settlement has been reached, the negotiating teams shall refer it to the Board and to the Association for ratification.
- 19.10 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.
- 19.11 If the negotiating teams fail to reach a settlement by March 1, or fail to reach a settlement after reconvening under 19.10, the parties shall refer outstanding issues for resolution by final offer selection in accordance with the procedures of Article 29.
- 19.12 All dates and times established by this Article and in 29.09 may be varied by the mutual written consent of the negotiating teams.

Article 20 Salaries and Benefits

- 20.01 A salary range shall be established for each position, with the salary range being a function of the evaluation points (7.01 b) and the following:
- a) The salary equation shall follow the formula:
 - $y = mx + b$;
 - where y = the mid-point salary
 - m = the dollar value per evaluation point;
 - x = the number of evaluation points assigned to the position; and
 - b = the dollar constant for all evaluation points
 - b) The basic salary range for a staff position shall be from: a minimum annual salary = 0.80 (mid-point salary) to a maximum annual salary = 1.265 (mid-point salary).
 - c) The basic salary range for a position shall provide for a series of fourteen (14) increments in which the value of each increment is equal to the basic maximum annual salary less the minimum annual salary divided by fourteen.
 - d) There are two (2) increments added to the top of each salary range. These increments are not included in the calculation of the mid-point under 20.01 and are not considered part of the basic salary range. However, the increments will be of the same value as those calculated under 20.01 (c).

- 20.02 Salaries shall be paid in arrears in accordance with the University's regular pay schedule.
- 20.03 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 detailed authority of the Committee is described in Appendix G).
A description of all benefit programs, approved by the Academic Benefits Management Committee, will be made available to all staff members.
- 20.04 A copy of all insurance contracts and benefit policies shall be provided to the Association.

Statutory Benefits

- 20.05 When the Board, in accordance with federal and provincial statutes, provides statutory benefits that require contributions from staff members, these contributions shall be deducted from salary.

Universities Academic Pension Plan (UAPP)

- 20.06 Each staff member shall participate in the UAPP. The Board and the staff member shall contribute to UAPP, the latter through payroll deduction, as required by the UAPP Sponsorship and Trust Agreement.
- 20.07 The level of benefits and contributory rates under the UAPP are determined in accordance with the UAPP Sponsorship and Trust Agreement.
- 20.08 Vacant

Alberta Health Care Insurance (AHC)

- 20.09 Each staff member shall participate in the University group of AHC; the Board shall pay the premium cost for both the staff member and the Board.
- 20.10 Notwithstanding 20.09, if not restricted by law, the proportion of premiums paid to AHC as between the staff member and the Board may be negotiated under Article 19.

Vacation

- 20.11 Each staff member shall be entitled to an annual vacation in accordance with the following table:

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

- 20.12 The Supervisor shall approve the staff member's vacation schedule. Disputes concerning vacation time shall be referred to the Dean or Director. After all possible attempts at resolution, disputes concerning vacation scheduling shall be referred to the Vice-President for resolution. The decision of the Vice-President shall be final and binding.
- 20.13 Unused vacation time may not be carried forward from year to year without the advance written consent of the Vice-President. Salary in lieu of vacation shall be paid (in accordance with 17.03) only to staff members who have resigned, retired or been transferred to a new position.
- 20.13.1 Vacation is earned while on paid leave, with the vacation earned proportional to the length of the leave.
- 20.13.2 No vacation shall be earned during:
- a) leave without pay;
 - b) disability leave; or

c) that portion of leave with partial pay for which no salary is paid.

20.14 Current negotiated benefits, in addition to UAPP and AHC, are:

- a) A Disability Benefits Program, with the Board paying the premium cost;
- b) A Supplementary Health Care Benefits Program, with the Board paying the premium cost;
- c) A Group Life Insurance Program, with the Board paying the premium costs on the basic coverage and additional optional insurance paid by the staff member through payroll deduction;
- d) A Dental Care Benefits Program, with the Board paying the premium cost;
- e) A Professional Expense Program, whereby the Board shall reimburse the staff member for certain professional expenses which are not otherwise reimbursed by the University and which relate to the staff member's responsibilities at the University, to a maximum annual amount;
- f) A Tuition Remission Program whereby the Board shall remit the tuition fees of a staff member who, with the approval of the Supervisor, enrolls in credit courses at the University. Such remissions shall be limited to the equivalent value of four single term credit courses in Arts per year;
- g) A Child-Care Benefit Program, whereby the Board shall reimburse the staff member for eligible child-care expenses to a maximum annual amount.

20.15 Negotiated benefits are subject to:

- a) the terms of any agreement reached between the Board and the Association in accordance with Article 19;
- b) the terms of contracts between the Board and a carrier or agent. The Association shall be consulted prior to changes in the contracts and carriers; and
- c) such regulations as may be determined by the Board after consultation with the Association.

Eligibility

20.16 A staff member who has reached age 65 shall not be eligible for benefits under 20.09 (Alberta Health Care) and 20.14(a) (Disability) and shall be required to coordinate other benefits with benefits provided by governments.

20.17 A staff member on leave with full pay, Medical Leave, Childbirth Leave, Parental Leave or Professional Leave shall remain eligible for full participation in the Benefit Program.

20.18 A staff member granted leave without pay or with partial pay may remain eligible to participate under the Benefits Programs provided that the staff member makes arrangements to pay all or part of the Board's portion of the premium. The staff member must participate in the Disability Benefits Program and must pay the premiums of that program unless the staff member signs a waiver of benefits for any disability incurred during the leave.

20.19 A staff member who is on leave with partial pay shall be entitled to medical leave benefits at the percentage of pay provided while on leave. If disability benefits are granted under 20.14(a), and the staff member has complied with the requirement of 20.18, the disability leave regulations shall apply based on nominal rates of pay.

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.

Article 22 Reorganization

Authority

- 22.01 For the purpose of this Article, a reorganization may result in the reassignment of duties or the lay-off of a staff member if:
- a) the position is no longer required, or
 - b) the responsibilities of the position, or the qualifications required, have changed sufficiently that the staff member no longer has the qualifications required to carry out the responsibilities.

Procedures

- 22.02 A recommendation that a staff member be laid-off or re-assigned to different duties shall be made by the Supervisor who shall provide a copy of the recommendation statement to the staff member and to the Association and who shall offer to meet with the staff member to discuss the recommendation. Both the staff member and the Supervisor may be accompanied by an advisor at such a meeting. The Supervisor shall then forward the recommendation to the Vice-President unless, as a result of the meeting, the Supervisor decides not to proceed with the recommendation.
- 22.03 Upon receipt of a recommendation under 22.02, the Vice-President shall consult with the Association and shall offer to meet with a representative of the Association to consider the recommendation.
- 22.04 The Vice-President shall meet with the staff member and explore with the staff member the options of:
- a) reassignment or retraining and reassignment in accordance with the procedures of Appendix E to this Agreement, or
 - b) lay-off of the staff member.
- Both the staff member and the Vice-President may be accompanied by an advisor.
- 22.05 Upon completion of the consultation, meetings and exploration of options, the Vice-President shall make one of the following decisions:
- a) to confirm the staff member in the staff member's present position;
 - b) to approve the re-assignment of duties recommended by the Supervisor or some variation thereof;
 - c) to transfer the staff member to another position at the University, or
 - d) to lay-off the staff member.
- The decision of the Vice-President shall be final and binding.
- 22.06 The Vice-President shall inform the staff member of the decision in writing.

Lay-off

- 22.07 Lay-off under this article shall not be considered nor represented as dismissal for cause.

Notice and Severance

- 22.08 The effective date of the lay-off shall not be less than three (3) months from the date on which the staff member is advised, in writing, of the decision to lay-off the staff member.
- 22.09 The staff member shall receive a severance payment of one month's salary for each year of employment at the University of Alberta, with a minimum payment of three (3) months' salary and a maximum payment

of twelve (12) months' salary. The effective date of the lay-off and the date for determining length of service and rate of salary shall be the last day of the notice period under 22.08.

- 22.10 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 the foregoing; after discussion with the staff member, the Supervisor shall decide which of the foregoing shall apply.
- 22.11 Severance shall normally be paid in a lump sum. A staff member may request an alternative payment which may be arranged subject to applicable tax regulations and the approval of the Vice-President.
- 22.12 The University shall provide placement and job transition assistance to laid-off staff members, at University expense, subject to certain maxima and time limits. Guidelines are in Appendix E to this Agreement.

Recall

- 22.13 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 twenty-four (24) months of the date on which the previous incumbent was laid-off, the previous incumbent shall be offered the position. If such a situation occurs between twenty-four (24) and forty-eight (48) months, the previous incumbent shall be informed of the vacancy and invited to apply for the position.

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 Medical leave for fewer than twenty (20) days is a departmental matter. The staff member shall inform the Supervisor of the medical leave and provide an estimate of its duration. The Supervisor may require the staff member to provide a medical certificate.
- 23.03 If a staff member has been on medical leave and absent from duties for twenty (20) days or if the staff member expects that the medical leave will result in an absence of more than twenty (20) days, a medical certificate shall be filed with the Supervisor. The medical certificate shall specify the nature of the leave and provide an estimate of the duration of the absence.
- 23.04 The Supervisor shall provide a copy of the medical certificate to the Dean or Director and to the Vice-President. Subject to 23.09, the Vice-President shall formally advise the staff member that he or she 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.
- 23.05 During medical leave, the staff member shall remain on full pay and benefits.
- 23.06 A staff member is eligible for medical leave under this Article for no longer than twenty-six (26) weeks in aggregate for each sickness or injury. A new medical leave shall be deemed to have occurred if there has been a period of at least twenty-six (26) consecutive weeks of service following a previously authorized medical leave.
- 23.07 If the medical leave is expected to exceed twenty-six (26) weeks, in aggregate, the staff member shall apply for disability benefits pursuant to 20.14(a). 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.

- 23.08 If there is doubt about the medical capability of the staff member to perform the regular University responsibilities, the staff member or the Supervisor may recommend to the Vice-President that the staff member be examined by a qualified physician. After consultation with the Association, the Vice-President may require that the staff member be examined by a qualified physician selected by the Vice-President.
- 23.09 Following examination of the staff member, the qualified physician shall submit a report to the Vice-President 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.
- 23.10 If a medical examination is required under 23.08, 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 23.09.
- 23.11 Upon receipt of the report of the qualified physician, the Vice-President 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 Leaves

POLITICAL LEAVE

Purpose

- 24.03 The purpose of political leave is to release staff members from duties during a period when they hold public office.

Eligibility

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

Application

- 24.05 A staff member who is eligible for political leave shall apply to the Vice-President who shall:
- a) obtain and consider the recommendation of the Supervisor about the leave; and
 - b) determine whether or not the leave is to be granted, conditional on the staff member being elected.
- The decision of the Vice-President shall be final and binding.

Length of Political Leave

- 24.06 The length of political leave of a staff member who has been granted such leave under 24.05 shall be:
- a) in the case of election to the Provincial Legislature, for the period of each year when the legislature is sitting or for the life of the Provincial Legislature, if the latter is requested by the staff member and approved by the Provost;
 - b) in the case of election to the House of Commons, for the life of the Federal Parliament;

- c) in the case of appointment as a Minister of the Crown, for the term of office; and
- d) in the case of election to municipal/local government, for a period appropriate to the circumstances.

Financial Assistance

24.07 Political leave shall be without pay.

Return to Service

24.08 When a term of office expires, the staff member shall inform the Vice-President and make arrangements for return to active service and full pay.

24.09 When an additional term of office is contemplated, the staff member shall reapply for leave.

CHILDBIRTH LEAVE

24.10 For the purposes of 24.10 to 24.18, "EI" shall mean "Employment Insurance" or "Employment Insurance Commission" or "Employment Insurance of Canada".

Purpose

24.11 The purpose of childbirth leave is to provide a female staff member with leave for the purpose of bearing a child.

Length of Leave

24.12 A female staff member shall be entitled to childbirth leave of up to fifteen (15) weeks in accordance with the provisions of this Article.

Application

24.13 A female staff member who intends to apply for childbirth leave shall inform her Supervisor in writing as soon as possible. The Supervisor shall so advise the Dean and the appropriate Vice-President and the latter shall formally advise the staff member that she has been granted childbirth leave and the terms thereof.

24.14 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.

24.15 If EI does not approve the application under 24.14, childbirth leave shall not be granted with Top Up Benefits.

Top Up Benefits Payments

24.16 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) to be funded, in full, by the University's Top Up Benefits Plan. For the balance of the period of childbirth leave (up to thirteen (13) weeks), the staff member's remuneration shall consist of EI Maternity Benefits plus Top Up payments from the University with such payments to be sufficient to bring total remuneration 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 fifteen (15) weeks) shall consist of EI Maternity Benefits plus Top Up payments from the University with such Top Up payments to be sufficient to bring total benefits to 95% of regular salary.
- c) Full coverage under the benefits listed in 20.06 to 20.15.

24.17 A staff member who is in receipt of EI Maternity Benefits under 24.16 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 24.16.

Co-ordination with Medical Leave

24.18 Notwithstanding the provisions of 24.12, where a staff member whose physician certifies that, for medical reasons, the staff member should be absent from University duties for more than the fifteen (15) weeks, such additional leave shall be considered as medical leave under Article 23. Furthermore, if the staff member is eligible for additional EI Maternity Benefits, payments under the Top Up Benefits Plan shall continue until the expiry of EI Maternity Benefits. Such additional period shall be considered as medical leave, not childbirth leave.

PARENTAL LEAVE

24.19 For the purposes of 24.19 to 24.27, "EI" shall mean "Employment Insurance" or "Employment Insurance Commission" or "Employment Insurance of Canada."

Purpose

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

Eligibility and Length of Leave

24.21 A staff member shall be eligible for parental leave of up to ten (10) weeks if the staff member is the primary care giver.

Application

24.22 A staff member who intends to apply for Parental Leave shall inform the Supervisor in writing as soon as possible. The Supervisor shall so advise the Dean and the appropriate Vice-President and the latter shall formally advise the staff member that she has been granted Parental Leave and the terms thereof.

24.23 A staff member who wishes Parental Leave shall formally apply for EI Parental 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.

24.24 If EI does not approve the application under 24.23, Parental Leave shall not be granted with Top Up Benefits.

Top Up Benefits Payments

24.25 The Top Up Benefits payments to a staff member who has been granted Parental Leave shall be as follows:

- a) If EI has determined that there will be a two-week waiting period before EI Parental Benefits begin, the staff member's Top Up payments during the two-week period shall be 95% of regular salary to be funded, in full, by the University's Top Up Benefits Plan. For the balance of the period of Parental Leave (up to eight (8) weeks), the staff member's Top Up payments shall consist of EI Parental Benefits plus Top Up payments from the University 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 Parental Benefits begin, the staff member's benefits payments (up to ten (10) weeks) shall consist of EI Parental Benefits plus Top Up payments from the University with such payments to be sufficient to bring total benefits payments to 95% of regular salary.
- c) Full coverage under the benefits listed in 20.07 to 20.15.

24.26 A staff member who is in receipt of EI Parental Benefits under 24.25 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 24.25.

Conditions

24.27 A staff member who has been granted Parental Leave shall give a written undertaking to the Vice-President either to return to the service of the University for six (6) months following such leave or, alternatively, to reimburse the University for all salary payments made to or on behalf of the staff member while on Parental Leave.

Secondments

24.28 A staff member may apply and the Vice-President may approve secondment of the staff member to another position within the University or with an external employer or agency.

24.29 In considering the secondment, the Vice-President shall:

- a) obtain and consider the recommendations of the Supervisor, and
- b) determine whether or not to approve the application.

The decision of the Vice-President shall be final and binding.

24.30 Prior to a secondment, a staff member shall be provided a Secondment Agreement clearly outlining the terms and conditions of the secondment.

24.31 The Secondment Agreement shall include information regarding:

- a) the duties and responsibilities of the position to which the staff member is being seconded,
- b) the term of the secondment,
- c) remuneration,
- d) the performance review process,
- e) the process by which the secondment may be terminated,
- f) the status of the staff member on expiry of the Secondment Agreement, and
- g) any special conditions.

24.32 During the term of the Secondment Agreement, the staff member will continue to occupy his/her position with the University and be eligible for any and all benefits that accrue to him/her by virtue of the APO Agreement.

24.33 During the term of the Secondment Agreement, the staff member will also continue to be a member of the AASUA and his/her employment will be governed by the APO Agreement.

Other Leaves

24.34 The Vice-President may grant leave with pay, partial pay, or without pay to staff members for prescribed periods and purposes.

24.35 A Staff member may apply for such leave to the Vice-President who shall:

- a) obtain and consider the recommendations of the Supervisor, and
- b) determine whether or not to approve the application.

The decision of the Vice-President shall be final and binding. The conditions of any leave granted shall be in writing.

Article 25 General Liability Insurance

25.01 The Board has in place a General Liability Insurance Policy to protect the University and its staff members against certain risks to certain limits. A copy of the Policy shall be delivered to the Association. The Board continues to review the Policy to vary coverage and limits. Staff members are encouraged to apprise themselves of the existing University coverage and, where University coverage is not adequate to the needs of individual staff members, such staff members shall make their own insurance arrangements.

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, or unauthorized personal expenditures on University credit cards.

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 thirty (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 Dispute Resolution and Grievance Procedures

Definitions

27.01 A *dispute* is a disagreement between a staff member, a group of staff members or the Association and an administrative official charged with responsibilities under this Agreement concerning the actions, omissions or decisions of the administrative official.

27.02 A *grievance* is an allegation or complaint that there has been a violation or improper application of the terms of this Agreement.

27.03 *Administrative Official* means any administrator designated by the University to participate in an attempt to resolve a dispute or a grievance under this Article.

27.04 A *dispute resolution mechanism* is any of the following procedures in this Agreement for the resolution of disputes:

- a) the exclusive dispute resolution procedures for the types of disputes identified in Articles 13, 15, 28 and 29 of this Agreement, to which the grievance procedures in Article 27 do not apply;
- b) the final and binding dispute resolution procedures for the types of disputes identified in Articles 8.04 and 20.12 of this Agreement, which are subject to the procedures in Articles 27.08 to 27.14 herein, and to which the grievance procedures in Article 27 do not apply;
- c) the dispute resolution procedures in Article 27.08 and the grievance procedures in Article 27.13 to 27.26.

Informal Approach

27.05 Prior to engaging in a dispute resolution mechanism, the staff member (or group of staff members) involved in a dispute is strongly encouraged to engage in informal discussions with the relevant parties in an effort to secure a resolution of the dispute.

27.06 The staff member (or group of staff members) involved in a dispute is strongly encouraged to meet with the Association to review all details relevant to the dispute and to assist in identifying informal resolution options.

Preliminary Meeting

- 27.07 If reasonably possible, prior to engaging a dispute resolution mechanism, the Association shall request a preliminary meeting with the staff member (or group of staff members) and the administrative official responsible in an attempt to resolve the dispute. The purpose of the preliminary meeting is to identify all details relevant to the dispute, to explore resolution options, and to identify the dispute resolution mechanism that will be followed in the event that the meeting does not resolve the dispute.
- 27.08 The preliminary meeting shall take place within ten (10) days of the request by the Association.
- 27.09 If the preliminary meeting does not resolve the dispute, the applicable dispute resolution mechanism may be initiated.

Dispute Resolution Procedure for Disputes under 27.04 (b)

- 27.10 For disputes under 27.04 (b), the staff member (or group of staff members) or the Association shall submit a written request for resolution to the Dean/Director, providing an account of the decision being contested, the preferred resolution and the rationale supporting the preferred resolution. The Dean/Director, within five (5) days of receiving the written request:
- a) shall seek a written explanation from the administrative official for the reasoning of the decision, which shall then be shared with the staff member (or group of staff members) or the Association, who shall have five (5) days to deliver a written response to the Dean/Director;
 - b) may choose to seek additional information, including through meetings with the individuals involved; and
 - c) shall provide a written decision within ten (10) days of receiving the written response, or obtaining the last of the additional information sought, whichever is the later.
- 27.11 For disputes under 27.04 (b), in the case of the Vice-President reviewing the Dean/Director's decision, the request for such review shall be within five (5) days of the Dean/Director's decision and shall be a review of all relevant written material. The Vice-President shall provide a written decision within ten (10) days of receiving the materials. In accordance with 8.04 and 20.12, the decision of the Vice-President shall be final and binding.
- 27.12 The Vice-President may extend any deadlines under 27.07 to 27.11 advising the parties, in writing.

Grievance Procedure

- 27.13 A grievance shall be presented within six (6) months of the date on which the action or omission being grieved occurred, or within six (6) months of the date on which the Association learned that the action or omission had occurred or within six (6) months of the failure to resolve through the informal approach.
- 27.14 The Association shall have sole authority to determine whether to submit a grievance. The grievance may be submitted on behalf of a staff member, a group of staff members or on behalf of the Association.
- 27.15 In submitting the grievance the Association shall state the grievance in writing; shall refer to the Article or clause in the Agreement which has been violated or improperly applied, shall summarize the facts giving rise to the dispute; and shall state the relief or remedy sought.
- 27.16 If the administrative official in 27.03 is a Department Chair or another administrative official in a Faculty, the grievance shall be filed with the Dean/Director.
- 27.17 If the administrative official in 27.03 is a Dean/Director, the grievance shall be filed with the Vice-President.
- 27.18 A copy of the grievance shall be filed with the Vice-Provost and Associate Vice-President (Human Resources).
- 27.19 The person with whom the grievance is filed shall meet with a representative of the Association within fifteen (15) days of the filing of the grievance. If that meeting does not resolve the matter, the person with

whom the grievance is filed shall investigate the matter and submit a written report to the Association, with a copy to the Vice-Provost and Associate Vice-President (Human Resources), within fifteen (15) days or such additional time as may be mutually agreed upon.

- 27.20 The report filed in 27.19 shall include a recommendation for resolution of the dispute.
- 27.21 The Association may accept the proposed resolution as satisfactory or, within fifteen (15) days, refer the matter to the Vice-President.
- 27.22 If the matter is not resolved in accordance with 27.19 and 27.20, or if the grievance was filed with the Vice-President, the Association may request a meeting with the Vice-President.
- 27.23 The Vice-President shall meet with a representative of the Association within twenty (20) days to attempt resolution of the dispute.
- 27.24 If the Vice-President and the Association cannot resolve the dispute, either party may within forty (40) days refer the matter to arbitration in accordance with the procedures of Article 29.
- 27.25 Subject to 27.12, all dates and times in this Article may be varied by the mutual consent of the parties.
- 27.26 Failure of the Association or the Vice-President to act within the time periods required by this Article may be drawn to the attention of the party failing to act. If the Association does not respond within ten (10) days, the failure to act shall indicate acceptance of the proposed resolution. If the Vice-President does not respond within ten (10) days, the Association may proceed to arbitration.

Administration Grievance

- 27.27 The Board may file a grievance against the Association on the basis that there has been a violation or improper application of the terms of this Agreement.
- 27.28 The Provost shall have sole authority to file a grievance on behalf of the Board.
- 27.29 The procedures for a grievance filed by the Provost on behalf of the Board shall follow those of 27.18 to 27.21 with necessary changes in the details of the procedure to allow the general process to be followed.

Article 28 Interpretation

- 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 thirty (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 and c) of the Post Secondary Learning Act. Specifically, these matters include disputes on differences arising from the procedures of Article 19 (salary and benefit 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 (2) 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, Province of Alberta, for the appointment of the arbitrator/third person in accordance with the procedures and the fee 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

- 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 (15) 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 (30) days of appointment, but shall give the parties not less than ten (10) 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 may require that, prior to the hearing, the parties submit written statements of the facts supporting their position, the points at issue, and the relief sought.
- 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 (1) 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 (2) 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, not so as to restrict the generality of the foregoing, the arbitrator may, in the arbitrator's discretion and after the arbitrator is satisfied that it is not reasonably practical to have the witness give evidence in person, accept as evidence a statutory declaration from that witness.
- 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, 2010 and shall replace all previous Agreements.
- 30.02 Notwithstanding 30.01, if the parties agree, specific Articles or clauses of this Agreement may take effect on a date agreed to by the parties.
- 30.03 Any action under the Predecessor Agreement arising prior to the effective date which has not been completed by the effective date shall continue under the former procedures unless all parties to the case agree in writing to the modified procedures.

Article 31 Financial Emergency

Preamble

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

Definitions

- 31.01 In this Article:
- a) "Financial emergency" means a condition in which the continued existence of the University of Alberta is placed in jeopardy by a deficit which has occurred or is predicted and projections show continuing deficits.
 - b) "VSIP" means a voluntary severance incentive plan.
 - c) "Savings" means the annual cost of salary and benefits deleted from the operating budget when a staff member's position is deleted.
 - d) "APC" means the Academic Planning Committee of GFC (or any successor committee with the same general responsibilities).
 - e) "Eligible staff members" means a person who has twelve (12) years or more of service at the University of Alberta on the date of termination under the VSIP (31.18).

Financial Emergency Procedures

- 31.02 When the President is of the view that Financial emergency conditions exist, the President shall invite representatives of the Association to a meeting to discuss the University's financial circumstances, providing them information supporting that view.
- 31.03 The Association shall have up to ten (10) days to respond to the President and a second meeting between the President and representatives of the Association shall be convened to discuss that response.
- 31.04 If, following the meeting under 31.03, the President concludes that a financial emergency exists; the President shall initiate the procedures of this Article.
- 31.05 If the Association does not meet under 31.02 and 31.03, the President may nevertheless initiate the procedures.
- 31.06 Concurrent procedural streams shall be initiated by the President: (a) a voluntary severance incentive plan (VSIP) (31.07 - 31.18); and (b) determination of whether or not there is a Financial emergency (31.19 - 31.36).

VSIP

- 31.07 An Eligible staff member may apply for severance under the VSIP, such application to be in accordance with the procedures of 31.14 - 31.17.
- 31.08 The amount of the severance shall be twelve (12) month's salary of the individual on the date of severance, but shall not be greater than the total salary payable between the date of application and the date of normal retirement.
- 31.09 Vacant
- 31.10 Vacant
- 31.11 The President shall announce implementation of the VSIP immediately following the decision under 31.04.
- 31.12 When announcing the VSIP, the President shall, after consultation with the Association, advise of the amount of Savings predicted through the VSIP.
- 31.13 Based on the predicted Savings under 31.12, the President shall allocate to each Vice-President the number of applications which may be accepted for a VSIP severance payment. Such allocations shall be made following consultation with the Association. The total of such accepted applications shall be sufficient to allow the necessary Savings to be met. Each Vice-President may identify certain staff members who are ineligible to apply when the Vice-President determines that the positions so identified are necessary for the continued operation of the University notwithstanding the financial emergency and those staff members shall be informed of the decision before the applications are invited.

- 31.14 An eligible staff member may apply for a VSIP payment to the Vice-President within the time limit set under 31.17.
- 31.15 The Vice-President is authorized to approve such applications provided the allocations under 31.13 are honored.
- 31.16 If applications exceed the number allocated to the Vice-President, persons with the greatest number of years of service as a staff member shall be approved first.
- 31.17 Applications for VSIP payments must be submitted no later than three (3) days following the submission of the report by the Commission (under 31.29) or thirty (30) days from its establishment (under 31.22), whichever is the later.
- 31.18 The termination date for a staff member who has been approved for a VSIP shall be no earlier than three (3) months after the deadline for applications (under 31.17) with the specific termination date to be determined by the Vice-President.

Determination of Financial Emergency

- 31.19 The President shall, as soon as possible following the decision under 31.04, submit a proposal regarding Financial emergency to APC for its consideration; the Association shall have the right to submit a statement to APC and to send one or two (2) observers (voice but no vote) to APC meetings at which this matter is discussed.
- 31.20 If, after consideration, APC concludes that a Financial emergency exists, it shall so declare. From the date of the declaration, the procedures specified hereafter in this Article shall apply. The declaration shall be issued within ten (10) days following receipt of the President's proposal.
- 31.21 Within five (5) days following the declaration under 31.20, APC shall forward to the Association a copy of all financial documentation which was before APC.
- 31.22 Within ten (10) days following the declaration under 31.20, the President and the Association shall establish a Commission which shall review the declaration of APC and either (a) confirm it or (b) reject it. At the same time, the President and Association shall jointly invite submissions to the Commission.
- 31.23 The Commission established under 31.22 shall consist of five (5) persons agreed upon by the President and the Association. If the President and the Association cannot agree on the five (5) persons, either party may apply to the Auditor-General of Alberta who shall select the persons needed to fill the membership on the Commission.
- 31.24 If either party fails to undertake its responsibility under 31.22, then the other may select the members of the Commission.
- 31.25 The Commission shall select its own chair from among its five (5) members.
- 31.26 The Commission shall have the right to inspect relevant University financial records.
- 31.27 The Commission shall meet within ten (10) days of the appointment of its last member.
- 31.28 Without restricting the generality of its authority and responsibilities, the Commission shall consider the following:
- a) whether the University's financial position (as evidenced from the total budget and not just the academic or salary components thereof) constitutes a budgetary crisis such that deficits projected are expected to continue;
 - b) whether in view of the primacy of academic goals at the University the reduction of academic staff is a reasonable type of cost-saving;
 - c) whether all reasonable means of achieving cost-saving in other areas of the University budget have been explored;

- d) whether all reasonable means of improving the University's revenue position have been explored; and
 - e) whether enrolment projections are consistent with a proposed reduction in the academic staff complement.
- 31.29 Within thirty (30) days of its establishment, the Commission shall submit a written report to the Board, with a copy to the Association and to APC.
- 31.30 If the Commission determines that a Financial emergency exists, its report shall include a recommendation on the amount of the reduction required in the budgetary allocation for the salaries and benefits of staff members.
- 31.31 Within ten (10) days following the submission of the report by the Commission, the Board shall consider whether or not a Financial emergency exists and, following such consideration, it shall make a decision on the matter. In its consideration the Board shall take into account any Savings which are expected through the VSIP under 31.07 - 31.18.

Implementation of Financial Emergency

- 31.32 If the Board declares that a state of Financial emergency exists, it shall:
- a) estimate the amount required for reductions in salaries and benefits of staff members after application of the Savings;
 - b) place a freeze on the hiring of staff members, with exceptions to the freeze to be agreed to by the Association;
 - c) discuss with the Association possibilities of achieving the reductions required, with such discussions to be completed within ten (10) days of the Board's declaration under 31.31.
- 31.33.1 If the discussions with the Association under 31.32(c) do not result in agreement on a method of reduction, the Board shall, within ten (10) days following such discussions, provide the Association with at least two (2) possible methods of achieving the required reductions:
- a) through a reduction in salaries and salary scales for all staff members applied in an equal percentage to all staff members; or
 - b) through the lay-off of staff members; or
 - c) at the Board's discretion, through a third option.
- 31.33.2 In order to prepare for the possibility of lay-off, the Vice-Presidents shall prepare estimates of the number of lay-offs expected in the units reporting to each Vice-President. Information about the estimates shall accompany the ballot for choosing among the options in 31.33.
- 31.33.3 If the staff members opt for 31.33.1(b) or 31.33.1(c) (with lay-offs), each Vice-President shall determine the specific staff members to be laid-off.
- 31.33.4 The Vice-President shall advise the staff members affected, in writing, with a copy to the Association.
- 31.33.5 Severance and notice for staff members who are laid-off under 31.33.3 and 31.33.4 shall be the same as for those who are laid-off under Article 22. The termination date shall be not earlier than three (3) months after the deadline for application under 31.17 (which shall be the equivalent of the notice period) but the specific date should be determined by the Vice-President.
- 31.34 The Board's proposals under 31.33.1 shall be put to a vote of staff members, with such a vote to be completed within twenty (20) days of the Board's submission under 31.33.1. If more than two (2) options are provided, the vote shall be by preferential ballot.
- 31.35 The vote of the staff members under 31.34 shall be final and binding upon the Board, the Association and the staff members.
- 31.36 Any changes to salaries/salary scales and benefits of staff members resulting from application of 31.32 -

31.35 shall be made notwithstanding the provisions of 19.01 - 19.12 of the Agreements for the time specified in the proposals under 31.32 - 31.35.

Exclusion

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

Effective Date

31.38 This Article is effective September 1, 1996.

SIGNED ON BEHALF OF THE GOVERNORS:

Carl Amrhein
Provost and Vice-President (Academic)

Witness

SIGNED ON BEHALF OF THE ASSOCIATION:

Walter Dixon
AAS:UA President

Witness

Dated

Appendix A.1 Appointment Letter

University of Alberta
Edmonton
Canada T6G 2E1

Office of the

Enter name
Enter address

enter date

Dear enter name,

On behalf of the Governors of the University of Alberta, I am pleased to offer you an appointment to the academic staff of the University of Alberta in accordance with the terms set forth below. Should you accept this offer, your employment will be governed by the Staff Agreement for Administrative Professional Officers, a copy of which can be found at <http://www.hrs.ualberta.ca/Agreements/APO.aspx>. The Agreement may be amended in accordance with its terms and such amendments are binding upon you.

The specific terms of the appointment offer are:

1. Initial position/title: **Administrative/Professional Officer (enter title/position)**
2. Department: **enter dept**
3. Effective Date: **enter start date**
4. Period of Probationary Appointment: **enter start and end date** (or Continuing Appointment Effective: **enter date**)
5. (a) Initial salary rate: **\$enter salary** per annum
(b) Present (20xx-xx) salary range for position based on **enter amount** Hay points;
minimum: **\$enter amount** per annum; maximum: **\$enter amount** per annum
6. You are eligible for a removal allowance in accordance with the *Moving Expenses and Relocation Benefits for Academic Staff Members Procedure* found at <http://www.hrs.ualberta.ca/Recruitment/Relocation.aspx>. **[Delete if not applicable]**
7. Special Conditions: **enter any conditions**

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

All personal information collected by the University of Alberta for the purpose of employment shall be collected under the authority of Section 33c of the Alberta Freedom of Information and Protection of Privacy Act (FOIPP) and will be protected under Part 2 of that Act. Certain information will be made available to federal and provincial departments and agencies under appropriate legislative authority. For further information regarding the collection and use of the personal information, contact Human Resource Services, 2-60 University Terrace, University of Alberta. Phone: 780-492-4555.

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,

enter name
enter title

Received by University

ACCEPTANCE

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

Dated at _____
(city)

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

Signature

Appendix A.2 Notice of Retirement

SURNAME	FIRST NAME	MIDDLE NAME	PREFERRED NAME
ID NUMBER	RANK/POSITION TITLE		ACADEMIC UNIT

THIS FORM SHALL BE USED TO PROVIDE YOUR OFFICIAL WRITTEN NOTICE OF RETIREMENT OR INTENTION TO DEFER RETIREMENT IN ACCORDANCE WITH ARTICLE 18. COMPLETE ALL SECTIONS THAT ARE APPLICABLE AT THIS TIME AND FORWARD TO YOUR DEPARTMENT CHAIR OR SUPERVISOR FOR SIGNATURE.

OPTION A: DEFERRED RETIREMENT (complete the section below and sign the Declaration)

The effective date of my normal retirement is _____ and I **do not** intend to retire on that date.

NOTE: If you have determined your deferred retirement date, please complete section B. 3; otherwise, submit a new form at a future date.

Declaration:

I will **NOT** be retiring on my normal retirement date.

SIGNATURE OF STAFF MEMBER

DATE

OPTION B: RETIREMENT (choose 1 of the 3 options below and sign the Declaration)

B.1. Normal Retirement

Normal retirement is defined as the June 30 coincident with, or following, the attainment of age 65.

The effective date of my normal retirement is _____ and I intend to retire on that date.

B. 2. Early Retirement

Early retirement is defined as a decision to terminate employment at any date following the attainment of age 55 but prior to the normal date of retirement.

I intend to retire on _____

B. 3. Deferred Retirement

Deferred retirement is defined as any date beyond the normal date of retirement.

I intend to retire on _____

Declaration:

I understand that my retirement date is irrevocable; however, this date may be amended to an **earlier date** with sufficient notice.

SIGNATURE OF STAFF MEMBER

DATE

OPTION C: PHASED RETIREMENT (complete the section below only if you are choosing PHASED retirement)

Phased Retirement (Article 18.09)

Faculty and FSO Agreements: A staff member shall be entitled to either a phased pre-retirement period of employment OR a phased post-retirement period of employment, provided the appropriate notice periods are complied with.

APO Agreement: A staff member shall be entitled to either a phased pre-retirement period of employment OR a phased post-retirement period of employment, provided the appropriate notice periods are complied with and the staff member and the Supervisor have agreed in writing on the details regarding the responsibilities of the staff member.

Librarian Agreement: The Provost may grant a staff member either a phased pre-retirement period of employment OR a phased post-retirement period of employment, provided the appropriate notice periods are complied with. A staff member who has not provided the appropriate notices may be eligible for phased retirement but the decision of such eligibility shall be made by the Chief Librarian.

ALL AGREEMENTS: At least three (3) months prior to completing arrangements for a phased retirement period, the Department Chair (or Supervisor or Chief Librarian) shall provide in writing to the staff member the assignment of duties required under the part time status and the Department Chair (or Supervisor or Chief Librarian) and the staff member shall agree in writing on the expectations of the staff member in duties expected but not directly assigned.

C.1. INDICATE ONE TYPE OF PHASED RETIREMENT PERIOD OF EMPLOYMENT:

- Pre-retirement**
- Option 1: Leave without pay from 50% of duties at 50% salary for maximum two years
- Option 2: Leave without pay from 66 2/3% of duties at one-third pay for maximum three years

OR

Post-retirement

Option 1: Part-time re-employment at 50% of full-time duties with 50% of salary for a maximum of two years

Option 2: Part-time re-employment at one-third of full-time duties with one-third pay for a maximum of three years

C. 2. INDICATE PERIOD OF:

PHASED PRE-RETIREMENT

OR

PHASED POST-RETIREMENT

(END DATE COINCIDES WITH RETIREMENT DATE INDICATED IN PART B)

(START DATE COINCIDES WITH RETIREMENT DATE INDICATED IN PART B)

TO

START DATE

END DATE

SIGNATURE INDICATES ACKNOWLEDGMENT:

NAME OF DEPARTMENT CHAIR OR SUPERVISOR

SIGNATURE OF DEPARTMENT CHAIR OR SUPERVISOR

DATE

FORWARD TO THE DEAN OR VICE-PRESIDENT FOR SIGNATURE.

NAME OF DEAN OR VICE-PRESIDENT

SIGNATURE OF DEAN OR VICE-PRESIDENT

DATE

FORWARD TO ACADEMIC SERVICES, HUMAN RESOURCE SERVICES, AT 2-60 UNIVERSITY TERRACE FOR REVIEW. ACADEMIC SERVICES WILL FORWARD TO THE PROVOST.

NAME OF PROVOST

SIGNATURE OF PROVOST

DATE

Appendix B 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 seventy-five percent thereof to the University and as to twenty-five 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 five percent to the University and as to ninety-five percent to the staff member.
 - a) 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 his or 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 he or she 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 C 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.

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.

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 D The University's APO Position Evaluation Plan

Introduction

Basically, the University's APO Position Evaluation Plan consists of three separate, but related, elements. These are:

- a) position description;
- b) job evaluation; and
- c) salary range establishment.

A. POSITION DESCRIPTION

- 1) The first step is the preparation of a formal position description. Such a description serves as the basis for the evaluation of the job and the resulting salary range assigned to it. In addition, the description may be used as an aid in analyzing the organizational and operating needs of the department, and as a basis for the staff member and his or her Supervisor to have a common understanding of the position which, in turn, will be useful in the performance appraisal process. There is a common reference point for the setting of goals and standards of performance and for the appraisal of that performance.
- 2) Position descriptions are normally prepared jointly by the incumbent and his/her Supervisor or by the Supervisor if the position is vacant. Assistance with the process of writing position descriptions is available from Human Resource Services.
- 3) When the position description has been approved by the required parties, a copy shall be sent to Human Resource Services. Copies should be retained in the files of the incumbent, the Supervisor, the appointing officer and any appropriate intermediate Supervisors.
- 4) Copies of all position descriptions shall be kept on file by the person so designated under 7.06 of the Agreement. Any APO may examine any description included in such file by request to the designated person.

B. JOB EVALUATION USING THE HAY METHOD OF JOB EVALUATION¹

- 1) Jobs are evaluated by the Provost and Vice-President (Academic) or designate through the use of the Hay Guide Chart ® Profile Method of Job Evaluation. It is the purpose of such evaluation to relate the value of each position in the APO category to every other position in that category so as to locate it in the University's salary structure. The goal of the exercise is to attempt to obtain internal equity in the salary ranges assigned to the various APO positions.
- 2) Job evaluation will always have a degree of subjectivity; it is a judgemental process. Use of the Hay Guide Chart is an attempt to make the procedure as objective as possible.
- 3) It is the job that is being evaluated and not the incumbent. The position is evaluated as it has been described in the position description submitted and from information provided by the incumbent and his/her Supervisor. There will be cases where a Supervisor wishes to change the responsibilities of a position and wishes to have it evaluated before the incumbent actually performs those new duties. Similarly, newly established positions are evaluated on the same basis, before an incumbent performs them. An evaluation takes no account of the present salary of the incumbent or of a salary proposed for an incumbent or that for a new appointee.
- 4) The total evaluation of a job consists of the point values arrived at with the three measurement criteria of Know-How, Problem-Solving, and Accountability. This procedure attempts to answer three basic questions about any position in the APO category:
 - a) What does the staff member in the position need to know to perform satisfactorily? (Know-How)
 - b) How much analytical thinking is required to perform the job? (Problem-Solving)

- c) What does the position contribute toward the goals of the department and the University?
(Accountability)

Each of the above criteria is discussed in more detail below.

5) Know-How

This is the sum total of every kind of skill, however acquired, required for acceptable performance. It has both breadth (comprehensiveness) and depth (thoroughness). Thus, a job may require some knowledge about a lot of things, or a lot of knowledge about a few things. The total Know-How is the product of breadth times depth.

This concept makes it practical to weigh and compare the total Know-How content of different jobs in terms of “how much knowledge about how many things.” It also takes into consideration:

- a) The requirement for specialized, technical or practical Know-How;
- b) The requirement for breadth of Know-How to integrate different kinds of managerial activities. (This, obviously, applies to management jobs);
- c) The requirement for human skills in motivating people.

6) Problem-Solving

- a) This is the amount of original, self-starting thinking required by the job for analyzing, evaluating, creating, reasoning, arriving at and making conclusions.
- b) Treated as a percentage utilization of Know-How in solving problems it measures the intensity of the mental process that employs Know-How to identify, define and resolve a problem. Its two dimensions have to do with the environment in which the problem solving takes place -- the limits and controls over original thinking and the kind of thinking necessary.

7) Accountability

This is the measured effect of the job on end results. It has three interrelated dimensions:

- a) The freedom to act;
- b) The job’s impact on end results;
- c) The magnitude of the end result which the job most clearly affects.

The first dimension is measured by the existence or absence of personal procedural control and guidance; the second, in four degrees of increasing effect (remote, contributory, shared and primary); the third, by the size, generally expressed in dollars, of the area in which the job makes its impact.

- 8) In measuring the three basic criteria, and the sub-criteria, the Hay Guide Charts are used. These charts consist of a series of numerical values devised so as to enable the evaluator to organize judgements concerning the jobs.
- 9) Evaluations are compared to benchmarks. Benchmarks are example (hypothetical) jobs that serve as reference points or anchors from which to get a better sense of the Hay Point values.
- 10) Jobs are evaluated relative to other jobs which are also being, or have already been, evaluated. It cannot be emphasized enough that this is a relative process.
- 11) The final result of the evaluation process is the assignment of a number of Hay Points to a particular position. The number of points assigned is one of the two keys in establishing the salary range for the position, principles of which are discussed in Section C, below.

C. SALARY RANGE ESTABLISHMENT

- 1) Salary ranges at the University should be (a) internally equitable and (b) externally competitive. The former is accomplished through the use of the job evaluation process described above. An attempt to

achieve the latter is made, in part, through the comparison of salary dollars per Hay Point at the University and at organizations outside the University which also use the Hay Guide Chart ® Profile Method of Job Evaluation.

- 2) A salary policy line is negotiated each year by the Board and the Association relative to Hay Points assigned which represents the mid-point of the basic salary range. The equation for determining the salary of a position is outlined in Article 20.01.

Questions concerning the Hay Guide Chart ® Profile Method of Job Evaluation should be directed to Human Resource Services.

Appendix E Guidelines for Transfer, Placement & Job Transition Assistance

22.04 *The Vice-President shall meet with the staff member and explore with the staff member the options of:*

- a) *reassignment or retraining and reassignment in accordance with the procedures of Appendix E to this Agreement*
- b) *lay-off of the staff member*

Both the staff member and the Vice-President may be accompanied by an advisor.

22.12 *The University shall provide placement and job transition to laid-off staff members, at University expense, subject to certain maxima and time limits. Guidelines are in Appendix E to this Agreement.*

The following guidelines are an attempt to interpret and apply the provisions of clauses 22.04 and 22.12 of the APO Agreement. As they are "guidelines" (and not part of the basic Agreement) none of these are appealable/grievable under Articles 15 and 27 of the Agreement. The Vice-Provost and Associate Vice-President (Human Resources) shall be the contact for questions about the application of these guidelines.

A. Transfer

1. If a staff member is to be laid-off under Article 22 of the Agreement, prior to such lay-off, the appropriate officer will inquire about the possibilities of transferring the staff member to another position at the University (APO, support, term, etc.). No such inquiry will be carried out if the staff member does not wish it to occur.
2. A staff member will not be transferred to another position unless:
 - a) the staff member is qualified to carry out the duties of the new position,
 - b) the supervisor of the new position accepts the transfer,
 - c) the staff member accepts a probationary appointment (if the Supervisor so stipulates), and
 - d) the staff member agrees to participate in any training program required by the Supervisor, prior to the staff member assuming the transferred position.
3. The decisions on transfer of a laid-off staff member will be made by the appropriate Vice-President, whose decisions are final.
4. If a transferred staff member is placed on a probationary appointment, the length of probation will normally not be longer than one year.
5.
 - a) If a transferred staff member is placed on a training program prior to assumption of the new appointment, this period will not normally constitute part of a probationary period.
 - b) A training period will not be longer than one year.
 - c) While on a training program, the transferred staff member will be paid at the salary scale which he or she will be paid when beginning work in the new position; full benefit participation will apply during this period.
6.
 - a) If a staff member agrees to a transfer, the severance payment to which he or she was entitled under clause 22.09 of the Agreement will be held in abeyance.
 - b) A transferred staff member who does not satisfactorily complete a probationary appointment will receive the severance payment to which he or she was entitled under clause 22.09 of the Agreement, such payment to be made on or about the last day of the probationary period.
 - c) If a transferred staff member successfully completes a required probationary period, or voluntarily resigns from or retires from the position to which the staff member was transferred, the staff member waives the severance to which the staff member would otherwise be entitled under clause 22.09.
7. A staff member may be transferred to a support staff position. To the extent possible under the NASA Agreement, the service of the staff member will be recognized, e.g. vacation entitlement. The regular support staff salary rates and benefits will apply to the transferee's appointment.

8. The University undertakes to make the detailed arrangements regarding transfer as quickly as possible following the decision to lay-off the staff member under Article 22 of the Agreement and to keep the staff member apprised of all developments in this regard.

B. Placement and Job Transition Assistance

1. The University undertakes to assist staff members who have been laid-off under Article 22 of the APO Agreement in obtaining skills which will be helpful in obtaining alternative employment outside the University. Details of such assistance are set out in this section.
2. a) If the staff member requests, the University will provide job transition assistance. This assistance may be provided in-house or by an outside firm, such decision to be made by the appropriate Vice-President, or delegate. The assistance will normally be provided for no more than six months. If an outside firm is used, the University will pay the cost thereof to a maximum which shall normally not exceed \$5,000.00, GST included.
- b) Without restricting the generality of the foregoing, the job transition assistance may include:
 - exploration of career possibilities
 - assistance in resume preparation
 - financial consultation
 - career transition assessment
 - job search and networking skill building
 - psychological counselling or vocational coaching

Appendix F Interpretation of Article 22

The following is a formal interpretation of Article 22 of the APO Agreement with respect to its application where two or more departments merge, where there are APOs in the departments being merged and where it is intended to create at least one APO position in the new merged department. This interpretation has been approved under the provisions of Article 28 of the 1995 APO Agreement.

Interpretation

1. Each APO position in the departments merged shall be eliminated under clause 22.01(a) (“that the position is no longer required”).
2. The procedure of clauses 22.02 and 22.03 shall apply.
3. If a new APO position is to be established in the newly merged department, the incumbent APOs in the departments merged shall automatically be candidates for appointment to the new position and the appropriate Vice-President shall so advise them, in writing.
4. The competition for the new position will initially be restricted to APOs from the departments merged.
5. If there are no qualified candidates from the group under 4, above, the competition will be opened to other APOs on campus and to outsiders.
6. Selection of the candidate will be in accordance with normal selection procedures.
7. Unsuccessful candidates who were from the departments merged will be granted severance pay under clause 22.09.
8. Notwithstanding the foregoing, an APO from the departments merged may not wish to be considered in the application of these procedures and, rather, be granted the severance associated with termination. In such an event, the APO may so apply to the appropriate Vice-President. The Vice-President shall consult with the Association and with appropriate administrative officers and may either
 - a) approve the request, thereby authorizing the payment of a severance allowance whether or not other APOs are eligible for the competition (which will be the normal case) or
 - b) deny the request where the needs of the University can best be met, in the opinion of the Vice-President, by having the APO remain as a candidate.

Appendix G Academic Benefits Management Committee

Excerpt from the Memorandum of Settlement Between the AASUA and the Board of Governors, July 1, 2002 to June 30, 2005

Academic Benefits Review Taskforce

7. Integral to the salary settlement contained within this Memorandum, the parties will establish a joint Academic Benefits Review Taskforce as described in Appendix A.

Appendix A
to
MEMORANDUM OF SETTLEMENT
Between AA:SUA and University
TERMS OF REFERENCE
Academic Benefits Review Task Force
Terms of Reference

1. The Administration and the AAS:UA each acknowledge:
 - a joint responsibility to contain the rate of increase in benefits costs and a need to reform the benefits programs to better reflect and meet the needs of members; and
 - accept a joint responsibility to bring the increase in benefit costs under control which is integral to the salary settlement outlined in the Memorandum of Agreement to which these Terms of Reference are attached.
2. To achieve these goals the University hereby creates a committee to be known as the Academic Benefits Review Task Force (Task Force).
3. The membership of the Task Force will consist of not more than three individuals appointed by the Administration and not more than three individuals appointed by the AAS:UA.
4. If the services of benefit consultants are required (other than consultants currently engaged to review specific aspects of the Plans), the parties will share the professional expenses equally.
5. The Task Force will present a report to the Administration and the AAS:UA.
6. The Administration will undertake to make full and timely disclosure with respect to the administrative costs charged against the benefits plan as part of the Task Force activities.
7. The Task Force report will:
 - a. Determine the appropriate criteria to contain benefit cost escalation;
 - b. Make recommendations to manage the increasing costs of the benefits program;
 - c. Ensure that in no case will the provision or cost of catastrophic or core benefit programs such as the dental plan, supplementary health care and long term disability, be amended to eliminate reasonable and necessary coverage;
 - d. Review all statutory and non-statutory benefits, including the UAPP, to determine their affordability, cost effectiveness and less costly alternatives and make recommendations to gain efficiencies;
 - e. Make recommendations for reform to the benefits program while limiting the increase in the costs on a per capita basis to be in accord with an appropriate measure (example, Consumer Price Index, scale increase, etc.); and
 - f. Provide a comprehensive set of recommendations consistent with the criteria for controlling cost increases.

Excerpt from the Memorandum of Settlement Between the AAS:UA and the Board of Governors, July 1, 2005 to June 30, 2008

Academic Benefits Management Committee

- 5.1 The parties agree to continue the relationship of joint benefits management under the auspices of the Academic Benefits Management Committee (ABMC).
- 5.2 The parties agree to increase the funding for academic benefits by the appropriate per capita amount annually over the three-year term of this Memorandum. The ABMC will determine the per capita amount per eligible plan member through the application of the approved scale adjustments.

Appendix H Phased Retirement Benefit Programs

PHASED POST-RETIREMENT BENEFITS:

A staff member who decides to retire but continue to work on a phased post-retirement, part-time basis under the provisions of Article 18 is eligible to participate in the Phased Post-Retirement Benefit Program during the reappointment period. The employer premium costs for such benefits will be paid by the University to the same extent that they are for active staff members. This cost sharing arrangement and/or the benefit plans may change from year to year in accordance with the Board/AASUA Agreements.

Phased post-retirement benefits are as follows:

1. Alberta Health Care Insurance:

Your coverage under the group plan continues during your post-retirement contract as long as you reside in Alberta or until the 1st of the month following your 65th birthday. The cost of this benefit is paid by the University. Claims for Out-of-Country expenses under Alberta Health Care must be submitted within 12 months from the date incurred in order to be eligible for reimbursement.

2. Supplementary Health Care Insurance:

Health and hospital services, prescription drug expenses, vision care and other eligible medical expenses will continue to be covered by the Supplementary Health Care Plan. Your coverage continues during the term of your post-retirement contract. The cost of this benefit is paid by the University.

3. Health Spending Account:

Annual \$500 allocation continues fully paid by the University during the term of your post-retirement contract.

4. Dental Insurance:

Coverage for 100% Basic, 75% Major Restorative and 75% Orthodontic continues during the term of your post-retirement contract.

5. Employee Family Assistance Program:

Coverage for psychological counselling, nutritional, legal, and financial consultation, access to a personal trainer, e-learning courses, health and wellness resources, and work life services (e.g. cultural transition support, child and eldercare resources, etc.) continues during the term of your post-retirement contract.

6. Business Travel Insurance:

Coverage of \$100,000 provided, fully paid by the University of Alberta during the term of your post-retirement contract.

7. Academic Child Care Benefit:

Financial assistance to a maximum of \$2000 per year per eligible child continues during the term of your post-retirement contract.

8. Vacant

9. Professional Expense Reimbursement:

Eligibility continues during the post-retirement contract. The yearly maximum is dependent upon the post-retirement option chosen:

- a) Re-appointment for two-years with a 50% workload: eligible for the full Professional Expense Reimbursement amount for each of two years;
- b) Re-appointment for three years with a 1/3 workload: eligible for 66% of the annual full-time Professional Expense Reimbursement amount for each of three years.

10. Tuition Remission:

Staff members remain eligible for the Tuition Remission Program during the term of the post-retirement contract. Tuition fees shall be remitted for staff members who, with the approval of the Department Chair, enrol in credit courses at the University – to a maximum equivalent value of four single term credit courses in Arts per year.

PHASED PRE-RETIREMENT BENEFITS

A staff member who decides to opt for phased pre-retirement shall continue to participate, in full, in all benefit programs and pension under this Agreement (see clause 18.14) with the exception of professional expense reimbursement. The yearly maximum during the phased pre-retirement period is as follows:

- a) Leave without pay from 50% of duties for two years: eligible for the full Professional Expense Reimbursement

- amount for each of two years;
- b) Leave without pay from $\frac{2}{3}$ of duties for three years: eligible for $\frac{2}{3}$ of the annual full-time Professional Expense Reimbursement amount for each of three years.

Appendix I Vacant

Appendix J Annual Report (PREPD)



**UNIVERSITY OF
ALBERTA**

**University of Alberta
Administrative and Professional Officer (APO)
Annual Report: Performance Review, Evaluation,
and Professional Development (PREPD)**

Annual Report for the period of April 1, _____ to March 31, _____

Name:

Title:

Faculty/Department/Unit:

Overview of Position

A. Primary Roles and Responsibilities

Insert a brief summary of primary roles and responsibilities; these may stay the same from year-to-year.

--

B. Changes in Duties

Insert a description of any changes in duties for this reporting period (short- or long-term assignments).

--

C. Core, Specific, or Professional Competencies

Each year, APOs and their supervisors are encouraged to identify a combination of **core**, **specific** or **professional** competencies, tailored to meet the needs of the unit and/or their job. Please provide examples of how you demonstrated those professional competencies in this section. Competencies may stay the same from year-to-year; only update this section should any of them changed during this reporting period. ***Please refer to the appendices for further description on these competencies.***

IDENTIFIED COMPETENCIES

Annual Report of Performance

A. Key Areas of Focus or Goals

List those key areas of focus or goals *as identified in the previous year* (refer to “Performance Plan for the Upcoming Year” section) and include a self-assessment of your performance in this section. Please note that wherever possible, individual goals should align with the direction and aspirations of the unit and/or the University. Goals can be a combination of strategic, developmental, or operational activities, and will typically fall within the following categories:

1. **Position Accountabilities:** Regular, on-going activities as generally described in the position description. Although job accountabilities usually remain the same, there is often a need to adjust processes or services to meet emerging needs.
2. **Contribution to University, Faculty, and Unit Goals:** The intent is to improve processes or service, enhance quality, or introduce new initiatives, services or technology. Examples include improvements related to quantity, quality, cost, cycle time; the introduction of new services, technologies, or processes to better serve students, clients, etc.
3. **Competency Development:** The improvement of how work is carried out, the quality and appropriateness of the relationships established, and increased commitment to the organization and work team through project work or specific assignments. Actual growth in these areas is enhanced through purposeful, structured feedback from appropriate sources to help determine achievement of this type of goal.

Key Area of Focus
Key Area of Focus
Key Area of Focus
Key Area of Focus
Key Area of Focus
Key Area of Focus

B. Professional and Training Development Report

Please list all of your professional development and training activities and include an estimate of the total amount of time devoted to each initiative. Use this section to comment upon how these professional development opportunities broadened your skill set and/or further developed your competencies. These activities can either be formal and informal and are aimed at increasing knowledge, skills, abilities, or attitudes of the individual to perform his/her work. Professional development can include a combination of user-directed and/or organization-directed opportunities.

Examples of **formal development** may include attendance at seminars/workshops/conferences, service on university committees, internships, for-credit courses, leadership development, or professional certification. Examples of **informal development** may include peer mentorship, coaching, facilitation, project shadowing, and project participation. Individuals may share their external volunteer commitments in this section, if they are applicable to the workplace. **Research and scholarly activities** may include presentations, teaching, guest lectures, student advising, or publications.

Professional and Training Development Activities <input type="checkbox"/> Not applicable
Informal Development Activities <input type="checkbox"/> Not applicable
Research & Scholarly Activities <input type="checkbox"/> Not applicable

C. Supervisor Summary Comments and Rationale for Increment

Note to the Supervisor: The APOs who report to you are important to your success in your role as a supervisor. They deserve your best efforts to ensure they, too, feel supported in their roles. The University recognizes supervisory responsibilities are not likely your sole areas of responsibility.

A good supervisor assists in setting goals and objectives, delegates, provides assistance and support, provides a climate for motivation, creates a supportive working relationship, emphasizes continuing professional development and provides opportunities for future growth and advancement. Keep these objectives in mind while reviewing annual performance and establishing future goals using the PREPD tool. It will help you to ensure a good working relationship between you and the APO(s) who report to you.

Increment Recommendation *(to be completed by the supervisor)*

Following the assessment of your employees, please check the appropriate box for performance rating and increment recommendation, both of which are found below. See attached appendix for definitions of performance ratings and increment recommendations. In the case of no merit (0.0) increment recommendation, the recommendation shall be identified as meaning one of the following:

- a) That maximum salary for the position has been reached but performance is marginal or above;
- c) That performance while on authorized leave could not be properly evaluated; or
- d) That performance is unsatisfactory.

<input type="checkbox"/> 3.00	<input type="checkbox"/> 0.5
<input type="checkbox"/> 2.50	<input type="checkbox"/> ____ Less than one (1.0) increment to salary ceiling
<input type="checkbox"/> 2.00	<input type="checkbox"/> 0.0 a
<input type="checkbox"/> 1.50	<input type="checkbox"/> 0.0 c
<input type="checkbox"/> 1.00	<input type="checkbox"/> 0.0 d

Performance Rating *(to be completed by the supervisor)*

<input type="checkbox"/> Consistently Exceeded Expectations	<input type="checkbox"/> Met Expectations	<input type="checkbox"/> Marginal	<input type="checkbox"/> Unsatisfactory
---	---	-----------------------------------	---

Supervisor Comments:

Employee Comments:

Signatures

The Annual Report of Performance

The employee's signature below identifies that the employee received the appraisal from their supervisor and does not necessarily indicate agreement with the assessment. Should the employee disagree with their supervisor's assessment of their performance, comments should be made above or attached as a separate document.

Employee Signature

Date

Supervisor Signature

Date

Chair or Director Signature *(if applicable)*

Date

Dean or Vice-President Signature

Date

Performance Plan for the Upcoming Year

A. Key Areas of Focus and Goals

For many APOs, clarity around expectations is an important element of their success. Recognizing that work can be a moving target in a somewhat dynamic and ever changing environment, there is still great value in declaring certain aspirations and priorities for enhancing individual and work unit performance. This section of the PREPD process is designed to capture the most important emerging elements of work for the upcoming cycle. It is broken into two sections – the first, (A), will focus on strategic or operational outcomes, and the second, (B), is to address areas of professional development that can enhance the performance of the APO or allow them to achieve the goals set for the year. This necessitates a deliberate response that can often be anticipated and planned for in the upcoming year. Goals typically connect to operational activities that include on-going improvements, strategic initiatives introducing new or innovative activities, or behavior-based goals reflective of the desire to develop new skills or competencies.

Supervisors can support the development of goals by examining potential improvements in any of the three areas mentioned above. It is not unusual for strategic or operational goals to point to needed improvements in certain competencies or skills. Depending on the role of the APO, innovative goals may focus on increasing a return on investment, improving results, enhancing performance of the individual, or strengthening the impact and quality of collaborative relationships. There are many opportunities for coaching to support the overall development of an APO.

Outline the areas of focus and desired accomplishments for the next performance year. Both the APO and their supervisor should jointly complete this section. Areas of focus can be amended throughout the performance year. Any amendments should be captured here, as they arise, and reflected in next year’s Annual Report.

The Areas of Focus below are for April 1, _____ to March 31, _____.

Key Area of Focus
Key Area of Focus
Key Area of Focus
Key Area of Focus
Key Area of Focus
Key Area of Focus

B. Proposed Professional Development Report

Please list those formal and informal professional development and/or training activities that you intend to pursue to the upcoming year and indicate how these activities will help you to reach your desired goals. Development may include a combination of user-directed and organization-directed opportunities and should be recognized as such within this section.

Formal development could include attendance at seminars/workshops/conferences, service on university committees, internships, for-credit courses, leadership development, or professional certification. Examples of informal development include peer mentorship, coaching, facilitation, project shadowing, or project participation. Research and scholarly activities could include presentations, teaching, guest lectures, student advising, or publications.

Although it is not necessary to connect all professional development to current work, there is often an opportunity to help the APO develop new skills to ensure successful goal achievement. In many situations, the achievement of a new goal may require an enhanced ability to perform certain tasks, demonstrate competencies, or create new methods for carrying out work. Good conversations related to professional development encourage APOs to connect the dots between development and goal achievement.

Professional and Training Development Activities <input type="checkbox"/> Not applicable
Informal Development Activities <input type="checkbox"/> Not applicable
Research & Scholarly Activities <input type="checkbox"/> Not applicable

Signatures

Upcoming Year's Performance Plan

The signatures below indicate that you have discussed the expectations for the coming year and agree to the proposed plans for professional development.

Employee Signature

Date

Supervisor Signature

Date

Appendix 1: Increment Recommendations and Performance Ratings

Increment Recommendation	Performance Rating	Performance Description
>1.0	Consistently Exceeds Expectations	<ul style="list-style-type: none"> ○ Stated goals have been met or surpassed. Consistently exceeds expectations in CORE and UNIT competencies. Exhibits continuous development and improvement. Acts as a role model for APO peers.
1.0	Met Expectations	<ul style="list-style-type: none"> ○ Stated goals/objectives and CORE Competencies have been met; acceptable performance in UNIT competencies has been demonstrated.
0.5	Marginal	<ul style="list-style-type: none"> ○ Some stated goals have not been met and/or does not meet minimal expectations in several CORE Competencies and/or performance in some UNIT competencies is consistently deficient.
0.0 (a)	Consistently Exceeds Expectations Met Expectations Marginal	<ul style="list-style-type: none"> ○ The maximum for the salary for the position has been reached but performance is marginal or above.
0.0 (c)	Not applicable	<ul style="list-style-type: none"> ○ Performance while on an authorized leave could not be properly evaluated.
0.0 (d)	Unsatisfactory	<ul style="list-style-type: none"> ○ Critical goals have not been met and/or does not meet minimal expectations in a majority of CORE Competencies and/or performance in the majority of UNIT competencies is consistently deficient.

Appendix 2: Definitions of Competencies

Core Competencies

Core Competencies are applicable to all APOs who occupy a position at the University of Alberta. A description for each competency can be found below.

CORE COMPETENCY	DEMONSTRATION OF COMPETENCY DURING PERFORMANCE PERIOD
<p>Commitment to Organization and Work Team</p>	<ul style="list-style-type: none"> • Maintains a positive attitude toward organization, work team, and mission of the University of Alberta • Supports and models integrity, mutual respect, equity, and fairness. • Performs all duties with the highest level of ethical behavior • Serves on committees, provides leadership, and takes initiative beyond normal scope of stated duties and responsibilities.
<p>Communication</p> <ul style="list-style-type: none"> • Ability to share information in an effective and collaborative manner. 	<ul style="list-style-type: none"> • Communicates in a manner that is accurate, timely, clear, concise, and easy to understand. • Chooses appropriate audience, medium, and message. • Gives and receives feedback • Listens effectively and seeks to understand underlying issues. • Adapts communication style to situation at hand.
<p>Critical Thinking/Problem Solving/Decision Making</p> <ul style="list-style-type: none"> • Ability to create solutions/explanations; does not just draw linear conclusions 	<ul style="list-style-type: none"> • Analyzes and evaluates information and situations, • Breaks down problems into understandable, actionable parts. • Identifies a variety of solutions and their impacts. • Uses analytical techniques to weigh different outcomes.
<p>Job Knowledge</p>	<ul style="list-style-type: none"> • Consistently applies and maintains the appropriate job, technical, and professional knowledge required to effectively perform the duties and responsibilities of this position.

Information for the employee and supervisor

<p>Planning and Organizing</p> <ul style="list-style-type: none"> • Ability to take a long-term, multidimensional view of issues, problems, options, resourcing, development, and implications; plans accordingly for a desired future state/vision. 	<ul style="list-style-type: none"> • Assesses situations, establishes clearly defined courses of action with clear objectives, and considers future outcomes (sets goals). • Organizes work efforts to accomplish goals (prioritizes). • Considers and plans for how present policies, processes and methods might be affected by future developments and trends. • Makes decisions, delegates, manages, implements, and evaluates outcomes. • Demonstrates reliability, accuracy, and a high quality of work • Supports and models strategic thinking
<p>Initiative and Creativity</p>	<ul style="list-style-type: none"> • Creates, introduces, and recommends new ideas/processes to improve quality, performance, and productivity.

Unit Specific or Professional Competencies

All units are encouraged to identify unit specific or professional competencies for individuals or for groups within a unit. Unit competencies should be developed in conjunction with the APO's of the unit. The following are descriptions of example unit specific or professional competencies.

COMPETENCY	DESCRIPTION
<p>Administrative Information Systems and Process</p>	<ul style="list-style-type: none"> • Oversees activities related to continuing development, implementation, and support of administrative systems and processes.
<p>Change Facilitation</p>	<ul style="list-style-type: none"> • Responds to and works effectively in a changing and evolving environment. • Appreciates different perspectives on issues. • Demonstrates willingness to learn, adaptability to new technologies, flexibility when situations change, and the ability to work in an ambiguous environment.
<p>Student/Client/Customer Focus</p>	<ul style="list-style-type: none"> • Understands importance of service. • Communicates effectively to assess needs and establish win-win solutions that benefit all parties. • Achieves the highest level of satisfaction on a consistent basis. • Builds/participates processes.

Information for the employee and supervisor

<p>Facilities and Operations Management</p>	<ul style="list-style-type: none"> • Establishes life-cycle planning. • Oversees activities related to the maintenance, repair, and renovation of all buildings and equipment. • Allocates teaching, research, and office space to faculty and staff. • Is responsible for future space planning, and special projects.
<p>Financial Management</p>	<ul style="list-style-type: none"> • Oversees financial activities: general accounting, budgetary controls, financial analysis, contracting, and purchasing for operating and trust budgets. • Supervises administrative support for research trust funding.
<p>Leadership</p>	<ul style="list-style-type: none"> • Works towards positive outcomes. • Demonstrates a commitment. • Creates new and valuable ideas. • Implements changes that result in value-added improvements. • Assumes a leadership role that motivates and challenges others in constructive ways. • Challenges the status quo in positive and proactive ways. • Possesses sufficient energy and self motivation to generate improvements and foster positive outcomes.
<p>People Management/Staff Development</p>	<ul style="list-style-type: none"> • Demonstrates self-awareness. • Listens, gives feedback, and assesses performance. • Understands and values diversity. • Develops and coaches staff. • Implements strong HR practices: succession planning, cross training, vacation planning, recruitment and orientation. • Prevents and resolves conflict. • Respects differences in people, valuing diversity of opinion, and working synergistically with others to achieve goals.
<p>Risk Management</p>	<ul style="list-style-type: none"> • Manages risk to an acceptable level in various domains: financial, human resource, capital projects, technology, environment, media, partner organizations, government, funding agencies. • Implements processes to ensure unit has minimum exposure to risk. • Oversees investigations at unit level. • Ensures all required documentation is accurate, complete, and secured.

Information for the employee and supervisor

Self-Development	<ul style="list-style-type: none">• Demonstrates self awareness.• Demonstrates personal level of commitment and motivation that focuses on continuous improvement.• Understands own strengths and areas for improvement.• Readily accepts feedback and constructive criticism in order to improve.
Teaching Support	<ul style="list-style-type: none">• Oversees activities in support of the academic program.• Supervises administrative support for calendar updates, timetabling, undergraduate laboratories, and undergraduate programs.
Teamwork/Collaboration	<ul style="list-style-type: none">• Promotes “team spirit”, partnering, and building alliances.• Encourages dialogue, co-operation, and participative processes.

Suggested Process

The review period is April 1 to March 31 each year.

The following are guidelines for recommended timelines/ process:

Suggested Timeline	Process Step
By April 1	Supervisor will request annual report form from APOs.
By April 15	APO submits completed Annual Report to supervisor.
By April 30	APO and Supervisor meet to review/ modify and complete final copy of Annual Report.
By May 15	Dean/ Vice-President reviews supervisor's summary and increment recommendation.
By June 1	Dean or Vice-President submits increment recommendations to Provost or delegate for review and approval.
By July 31	Provost or delegate informs APO of final increment decision.