

CURRENT – CAS:T	AMENDED - ATS
<p style="text-align: center;"><b>Recitals</b></p> <p>WHEREAS The Governors of the University of Alberta, of the first part, exercising authority given to it pursuant to sections 87(1) and 87(3) of the <u>Post Secondary Learning Act</u>, and</p> <p>The Association of the Academic Staff of the University of Alberta, of the second part, acting on behalf of each staff member.</p> <p>HEREBY AGREE that this Agreement as hereinafter set forth constitutes the Agreement provided for in sections 87(1) and 87(3) of the <u>Post Secondary Learning Act</u> for those members of the academic staff who are designated as such by the Governors of the University of Alberta: by resolution as attached to this Agreement in Appendix A.</p> <p>NOW WITNESSETH THAT in consideration of the premises and the matters hereinafter contained, the parties hereto agree as follows:</p> <p style="text-align: center;"><b>Article 1: Definitions and Abbreviations</b></p> <p>1.01 “Acting” when referring to an officer of the University (President, Vice-President, Dean, Department Chair or other officer) means a person designated to act for the officer during the officer’s absence; the person who is acting shall have the same authority and responsibility during appointment as the officer has under the terms of this Agreement.</p>	<p style="text-align: center;"><b>Recitals</b></p> <p>WHEREAS The Board of Governors of the University of Alberta exercising authority given to it pursuant to sections 87(1) and 87(3) of the <i>Post-Secondary Learning Act</i> (Alberta);</p> <p>AND WHEREAS The Association of the Academic Staff of the University of Alberta, acting on behalf of each staff member pursuant to section 85 of the <i>Post-Secondary Learning Act</i> (Alberta);</p> <p>HEREBY AGREE that this Agreement constitutes the agreement provided for in sections 87(1) and 87(3) of the <i>Post-Secondary Learning Act</i> (Alberta) for those members of the academic staff who are designated as such by the Governors of the University of Alberta:</p> <p>THE PARTIES HEREBY AGREE AS FOLLOWS:</p> <p style="text-align: center;"><b>Preamble</b></p> <p>This Academic Teaching Staff (ATS) Agreement includes provisions for academic performance evaluation and a career progression model that institutionalizes best practices that have been in place for many years in several Faculties for the hiring of contingent Academic Staff. This Agreement provides the tools to recognize and reward educational leadership, curriculum development and outstanding teaching.</p> <p>The creation of a teaching-intensive career path within the ATS Agreement at the University of Alberta validates our conviction that all academic work is highly regarded. The entire University community benefits when teaching-intensive colleagues are acknowledged as essential partners in the scholarly activities of the University by augmenting, strengthening and supporting the role of their Academic Staff colleagues in carrying forward the University’s mission/goals.</p> <p style="text-align: center;"><b>Article 1: Definitions and Abbreviations</b></p> <p>1.1 “Acting” when referring to an officer of the University of Alberta (President, Vice-President, Dean, Department Chair or other officer) means a person designated to act for the officer during the officer’s absence; the person who is acting shall have the same authority and responsibility during appointment as the officer has under the terms of this Agreement.</p> <p>1.2 “Administration Advisor” means a University</p>

			employee with duties associated with advising under academic agreements.
1.02	“Agreement” means this Agreement.	1.3	“Agreement” means this Agreement.
1.03	“Association” means the Association of the Academic Staff of the University of Alberta.	1.4	“Association” means the Association of the Academic Staff of the University of Alberta.
1.04	“Board” means the Governors of the University of Alberta.	1.5	“Board” means the Governors of the University of Alberta.
1.05	“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.	1.6	“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.
1.06	“Dean” means the chief executive officer of a Faculty.	1.7	“Dean” means a University employee 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” pursuant to Section 21(2) of the <i>Post-Secondary Learning Act</i> (Alberta).
		1.8	“Delegation” means an authorization in writing to perform a task or tasks required by this Agreement.
1.07	“Department” means the academic unit of a Faculty, established as such by the Board.	1.9	“Department” means the academic unit of a Faculty, established as such by the Board.
1.08	“Department Chair” means the chief executive officer of a Department. Responsibilities assigned herein to a Department Chair shall be the responsibility of the Dean in Faculties in which there are no departments.	1.10	“Department Chair” means the administrative head of a Department reporting to the Dean. Responsibilities assigned in this Agreement to a Department Chair shall be the responsibility of the Dean in Faculties in which there are no Departments.
1.09	“Faculty” means the academic unit of the University established as such by the Board.	1.11	“Faculty” means the academic unit of the University established as such by the Board of Governors pursuant to Section 19(e) of the <i>Post-Secondary Learning Act</i> (Alberta).
1.10	“Faculty Council” means the council created by that name in accordance with section 28(2) of the <u>Post Secondary Learning Act</u> ; for the purposes of this Agreement voting on decisions required by this Agreement shall be restricted to the academic staff members in the Faculty.	1.12	“Faculty Council” means the council created by that name pursuant to Section 28(2) of the <i>Post-Secondary Learning Act</i> (Alberta); for the purposes of this Agreement voting on decisions required by this Agreement shall be restricted to the academic staff members in the Faculty.
1.11	“President” means the President of the University.	1.13	“President” means the President and Vice Chancellor of the University.
1.12	“Provost” means the Provost and Vice President (Academic) of the University.	1.14	“Provost” means the Provost and Vice President (Academic) of the University. The Provost is also the Chief Operating Officer and Senior Vice

1.13 “Staff member” means a person who has been appointed to a position on the academic staff of the University for a fixed term. “Staff member” includes all the categories enumerated in clause 6.03. Consistent with the Board Resolution of Recognition Appendix A, “staff member” shall include, but is not limited to, athletic coaches, persons engaged in curriculum coordination and development, practicum supervisors, distance and web-based course design and delivery.

**Appendix A: Board Resolution of Recognition**

THAT, in accordance with the provisions of Section 60(2)(a) of the Post Secondary Learning Act, the Board of Governors designates the following categories of employees as academic staff:

1. Those employees who have been employed for a fixed term of not less than four months where such employment is considered by the University to be full-time during that term and where the duties in such employment are to teach or to perform managerial/professional duties similar to those carried out by APOs, Librarians or FSOs.
2. Those employees who have been employed for a fixed term where such employment is considered by the University to be part-time during that term, and where the duties in such employment are to teach or to perform managerial/ professional duties similar to those carried out by APOs, Librarians or FSOs and provided further that:
  - a) where duties consist of teaching, such teaching services shall comprise a minimum responsibility for a 3-credit course (or the equivalent thereof), and
  - b) where the employment is to perform managerial/professional duties, such services shall be for a minimum of fourteen hours per week and the employment must be for at least four months.
3. The source of funding for the employment under categories 1 and 2, above, shall be the regular University operating budget/accounts or from funds controlled/generated by the University (other than research grant/contract funds).

President.

1.15 “Senior Officer” means a University employee appointed under the Faculty Agreement who has also been appointed to an administrative position including Vice-Provost, Deputy Provost, Vice-Dean, Associate Dean or Department Chair.

1.16 “Staff member” means a person who has been appointed under this Agreement to a position with teaching and/or teaching-related responsibilities (in accordance with Article 7) on the academic staff of the University (where teaching shall involve University credit courses) and where the funding source permits payment of such responsibilities.

<p>1.14 The following abbreviations are used in this Agreement:</p> <ul style="list-style-type: none"> <li>a) ARC means the Agreement Review Committee created in 5.01 and 5.03,</li> <li>b) GFC means the General Faculties Council of the University.</li> </ul> <p>1.15 “University” means University of Alberta.</p>	<p>1.17 The following abbreviations are used in this Agreement:</p> <ul style="list-style-type: none"> <li>a) ARC means the Agreement Review Committee created in Article 5;</li> <li>b) GFC means the General Faculties Council of the University; and</li> <li>c) ATS Evaluation Committee or ATSEC means the Academic Teaching Staff Evaluation Committee established in Article 10.</li> </ul> <p>1.18 “University” means the University of Alberta.</p>
<p style="text-align: center;"><b>Article 2: Application</b></p> <p>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.</p> <p>2.02.1 The University of Alberta is committed to the pursuit of truth, the advancement of learning, and the dissemination of knowledge.</p> <p>2.02.2 The University expects each staff member to engage in these endeavours.</p> <p>2.02.3 The parties to this agreement subscribe to the principles of academic freedom, that is, the right to examine, to question, to teach, to learn, to investigate, to speculate, to comment, to criticize without deference to prescribed doctrine. Academic freedom does not confer legal immunity; nor does it diminish the obligation of members to meet their responsibilities to the University as set out in Article 8 (University responsibilities).</p> <p>2.02.4 Members have the right to publish the results of their research without interference or censorship by the institution or its agents.</p>	<p style="text-align: center;"><b>Article 2: Application</b></p> <p>2.1 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.</p> <p>2.2 The University is committed to the pursuit of truth, the advancement of learning, and the dissemination of knowledge.</p> <p>2.3 The University expects each staff member to engage in these endeavors.</p> <p>2.4 The Parties to this Agreement subscribe to the principles of academic freedom, that is, the right to examine, to question, to teach, to learn, to investigate, to speculate, to comment, to criticize without deference to prescribed doctrine. Academic freedom does not confer legal immunity; nor does it diminish the obligation of staff members to meet their responsibilities to the University as set out in Article 7 (Responsibilities to the University).</p> <p>2.5 Staff members have the right to publish the results of their research without interference or censorship by the institution or its agents.</p>
<p><b>Right to Access</b></p> <p>2.03 A staff member shall have access, with reasonable notice, to the records of all personal information pertaining to the staff member, except:</p> <ul style="list-style-type: none"> <li>a) confidential evaluations regarding the staff member’s application for employment;</li> <li>b) confidential evaluations regarding career decisions about a staff member which are made in accordance with the procedures of Articles 12 and 13.</li> </ul>	<p><b>Right to Access</b></p> <p>2.6 A staff member shall have access, with reasonable notice, to the records of all personal information pertaining to the staff member, except:</p> <ul style="list-style-type: none"> <li>a) confidential evaluations regarding the staff member’s application for employment;</li> <li>b) confidential evaluations regarding career decisions about a staff member which are made in accordance with the procedures of</li> </ul>

<p>c) to portions of the record that would not be released under the provisions of the Freedom of Information and Protection of Privacy Act.</p> <p>2.04 The staff member may request of the custodian of files that the staff member be permitted to examine the staff member’s personal files in that office. Such examination shall be during working hours. During the examination, the staff member shall be accompanied by the custodian, or delegate. The staff member shall not remove the file from the office, and subject to 2.05, shall not change anything in the file.</p> <p><b>Right to Correct Information</b></p> <p>2.05.1 A staff member may request that information in a record pertaining to the staff member be corrected.</p> <p>2.05.2 If the information in the record is opinion, the staff member may submit an annotation which shall be linked to a record. If a request that information in a record be corrected is not accepted, the staff member may submit an annotation which shall be linked to the record.</p> <p><b>Article 3: Association Recognition</b></p> <p>3.01 In accordance with the provisions of 60(2) of the <u>Post Secondary Learning Act</u>, a staff member becomes a member of the academic staff, and a member of the Association.</p> <p><b>Appendix A: Board Resolution of Recognition</b></p> <p>4. Notwithstanding the generality of the foregoing, the following persons shall <u>not</u> be included in categories 1 and 2, above:</p> <ul style="list-style-type: none"> <li>a) persons who report directly to the President or to a Vice-President;</li> <li>b) persons who carry out teaching or managerial/professional responsibilities under the terms of either the NASA or GSA collective agreements;</li> <li>c) persons who carry out teaching duties in non-credit courses;</li> <li>d) part-time persons who are practising physicians, dentists or lawyers;</li> <li>e) persons who do not receive University remuneration for the services performed; and</li> <li>f) persons whose part-time responsibilities to the University are less than the minimum established under categories 1 and 2, above.</li> </ul>	<p>Article 10.</p> <p>c) to portions of the record that would not be released under the provisions of the Freedom of Information and Protection of Privacy Act.</p> <p>2.7 The staff member may request of the custodian of files that the staff member be permitted to examine the staff member’s personal files in that office. Such examination shall be during working hours. During the examination, the staff member shall be accompanied by the custodian, or delegate. The staff member shall not remove the file from the office, and subject to 2.5, shall not change anything in the file.</p> <p><b>Right to Correct Information</b></p> <p>2.8 A staff member may request that information in a record pertaining to the staff member be corrected.</p> <p>2.9 If the information in the record is opinion, the staff member may submit an annotation which shall be linked to a record. If a request that information in a record be corrected is not accepted, the staff member may submit an annotation which shall be linked to the record.</p> <p><b>Article 3: Association Recognition</b></p> <p>3.1 In accordance with the provisions of 60(2) of the <i>Post-Secondary Learning Act (Alberta)</i>, a staff member shall become a member of the academic staff, and a member of the Association, on the date of appointment.</p> <p>3.2 The Parties to this Agreement agree that the following persons shall not be included as a staff member and a member of the Association:</p> <ul style="list-style-type: none"> <li>a) Persons whose appointment is full-time or part-time for an appointment period of less than 4 months;</li> <li>b) Persons where duties consist of teaching less than the equivalent of a three-credit course or where duties are teaching-related for a commitment of less than 14 hours per week;</li> <li>c) Persons who carry out teaching and/or teaching-related responsibilities under the terms of either the non-academic staff or graduate student collective agreements;</li> <li>d) Persons who carry out teaching and/or</li> </ul>
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<p>3.02 Association dues shall be deducted from the staff member’s salary cheque and shall be remitted to the Association.</p> <p>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.</p>	<p>teaching-related responsibilities in non-credit courses;</p> <p>e) Persons who report directly to the President or a Vice-President;</p> <p>f) Persons who are part-time and who are practising physicians, dentists or lawyers; and/or</p> <p>g) Persons who do not receive University remuneration for the services performed.</p> <p>3.3 Association dues shall be deducted from the staff member’s salary cheque and shall be remitted to the Association.</p> <p>3.4 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.</p>
<p><b>Article 4: Delegation</b></p>	<p><b>Article 4: Delegation</b></p>
<p>4.01 The Board confirms delegation of its powers, duties and functions for the performance of its responsibilities contemplated by the terms of this Agreement (with the power to sub delegate as set out in this Article), including responsibilities assigned to a person or committee pursuant to:</p> <ul style="list-style-type: none"> <li>a) Article 6 - Appointments</li> <li>b) Article 7 - Renewal of Appointment</li> <li>c) Article 12 - Evaluation</li> <li>d) Article 13 - Discipline</li> <li>e) Article 14 - Investigation of Complaints</li> <li>f) Article 27 - Layoff</li> </ul>	<p>4.1 The Board confirms delegation of its powers, duties and functions for the performance of its responsibilities contemplated by the terms of this Agreement (with the power to sub-delegate as set out in this Article), including responsibilities assigned to a person or committee pursuant to:</p> <ul style="list-style-type: none"> <li>a) Article 6 – Appointments – delegation to the Dean;</li> <li>b) Article 9 – Probationary Period – delegation to the Department Chair and Dean;</li> <li>c) Article 10 – Evaluation – delegation to the Department Chair, ATSEC and Dean;</li> <li>d) Article 11 – Unsatisfactory and Unacceptable Performance – delegation to the Department Chair, ATSEC, Dean and Provost</li> <li>e) Article 12 – Notice Period and Layoff – delegation to the Department Chair and Dean;</li> <li>f) Article 13 – Complaints – delegation to the Department Chair, Dean and Provost.</li> </ul>
<p>4.02 The authority of any party described in Article 4 to delegate responsibilities under this Article includes the authority to revoke those delegated</p>	<p>4.2 The authority of any party described in this Article to delegate responsibilities under this Article includes the authority to revoke those delegated responsibilities and to exercise those</p>

<p>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.</p> <p>4.03.1 A senior officer of the University (including a chair, a Dean, and the Provost) may delegate to another officer of the University or to a staff member any of the responsibilities assigned in this agreement to the senior officer, subject to approval in writing by the officer to whom the senior officer reports.</p> <p>4.03.2 “Acting” when referring to an officer of the University (President, Vice-President, Dean, Department Chair or other officer) means a person designated to act for the officer during the officer’s absence; the person who is acting shall have the same authority and responsibility during appointment as the officer has under the terms of this Agreement.</p> <p>4.04 The President of the Association may delegate any responsibility to another member of the executive of the Association or the Executive Director of the Association.</p> <p>4.05 A Faculty Council may recommend, and the Provost may approve, delegation of any responsibility of a Faculty Council under this Agreement to such persons or groups designated by the Faculty Council.</p> <p>4.06 All delegations of responsibility and revocations of delegation under this article shall be in writing.</p> <p>4.07 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 policy which restricts the ability of the President of the Association to act shall be communicated in writing to the Provost.</p>	<p>responsibilities directly. The revocation of a delegated responsibility does not nullify decisions, orders, directions or recommendations made at the time the delegation of responsibilities remained in effect.</p> <p>4.3 Any of the responsibilities assigned to a Senior Officer under this Agreement may be delegated to another Senior Officer subject to approval in writing by the:</p> <ul style="list-style-type: none"> <li>a) Dean if those responsibilities are assigned to a Vice-Dean, Associate Dean, Department Chair or ATSEC;</li> <li>b) Provost if those responsibilities are assigned to a Dean; and</li> <li>c) President of the University if those responsibilities are assigned to the Provost.</li> </ul> <p>4.4 The President of the Association may delegate any responsibility to another member of the executive of the Association or the Executive Director of the Association.</p> <p>4.5 A Faculty Council may recommend, and the Provost may approve, delegation of any responsibility of a Faculty Council under this Agreement to such persons or groups designated by the Faculty Council.</p> <p>4.6 All delegations of responsibility and revocations of delegation under this Article shall be in writing.</p> <p>4.7 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 policy which restricts the ability of the President of the Association to act shall be communicated in writing to the Provost.</p>
<p><b>Article 5: Agreement Review and Amending Procedures</b></p>	<p><b>Article 5: Agreement Review and Amending Procedures</b></p>
<p>5.01 There shall be an 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 16.</p> <p>5.02 ARC shall also:</p>	<p>5.1 There shall be an Agreement Review Committee (ARC) which shall consider amendments to this Agreement and to the Appendices thereto except for those parts of the Agreement which are amended in accordance with the provisions of Article 17 (Compensation Negotiations).</p> <p>5.2 ARC shall also:</p> <ul style="list-style-type: none"> <li>a) Consider and reach agreement on</li> </ul>

	<p>a) consider and reach agreement on interpretations to this Agreement (Article 25);</p> <p>b) serve as a joint reference body for consideration of matters which affect the contracts of staff members.</p>	<p>interpretations to this Agreement (Article 26); and</p> <p>b) Serve as a joint reference body for consideration of matters which affect the contracts of staff members.</p>
5.03	ARC shall consist of four members appointed by the Board and four members appointed by the Association. The Board and the Association may vary their members from time to time and for particular matters under consideration. Each party shall inform the other in writing of the names of its appointed members and of changes thereto.	5.3 ARC shall consist of 4 members appointed by the Board and 4 members appointed by the Association. The Board and the Association may vary their members from time to time and for particular matters under consideration. Each Party shall inform the other in writing of the names of its appointed members and of changes thereto.
5.04	The Board and the Association shall each have one vote on ARC.	5.4 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 or by the President of the Association.	5.5 Matters referred to ARC in accordance with Article 5.02(b) may be brought forward by the Provost or by the President of the Association.
5.06	Both the Board members and the Association members of ARC may use the services of such consultants and resource persons as they may see fit and such persons may be invited to attend meetings of ARC.	5.6 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 members or the Association members or by other bodies or persons.	5.7 ARC shall meet as frequently as necessary to consider any amendments proposed by either the Board members or the Association members or by other bodies or persons.
5.08	Amendments to the Agreement (excluding Appendices) which are agreed to by ARC shall be referred to each of the Board and the Association for ratification. Upon ratification by both parties or upon a date specified in the ratification, such amendments shall amend this Agreement and such amendments shall be applicable to all staff members.	5.8 Amendments to this 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.	5.9 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.	5.10 Where ARC does not approve a proposed amendment or where no ratification of an amendment proposed by ARC occurs, the status quo shall prevail.
5.11	ARC is authorized to approve amendments to Appendices without ratification by the Board and the Association and such amendments shall take effect on the date specified by ARC.	5.11 ARC is authorized to approve amendments to Appendices without ratification by the Board and the Association and such amendments shall take effect on the date specified by ARC.
		5.12 Notwithstanding the foregoing, where pursuant



<p>5.12 Notwithstanding the foregoing, where pursuant to section 22(2) of the <u>Post Secondary Learning Act</u>, policies have been approved upon recommendation of GFC for various aspects of the terms and conditions of employment of staff members, any amendments affecting such policies shall also be submitted to GFC for approval.</p>	<p>to section 22(2) the <i>Post-Secondary Learning Act</i> (Alberta), policies have been approved upon recommendation of GFC for various aspects of the terms and conditions of employment of staff members, any amendments affecting such policies shall also be submitted to GFC for approval.</p>
<p>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 shall be subject to ratification by the party so requesting.</p>	<p>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 shall be subject to ratification by the Party so requesting.</p>
<p style="text-align: center;"><b>Article 6: Appointments</b></p>	<p style="text-align: center;"><b>Article 6: Appointments</b> (Refer to Appendix A which provides a Summary for ease of use of Articles 6, 8, 9 and 10)</p>
<p>6.01.1 The appointment of a staff member shall be made by the Dean.</p>	<p>6.1 In this Article, the following definitions shall be used:</p>
<p>6.01.2 A letter of appointment, following the example in Appendix B, duly executed by the Dean and the staff member, shall confirm the appointment of a staff member.</p>	<p>a) A staff member shall receive an appointment through a Letter of Appointment in accordance with 6.2 and the appointment shall be specified either as full-time or as part-time (with the appropriate full-time equivalent indicated);</p>
<p>6.01.3 The appointment of a staff member shall commence on the date set in the duly executed letter of appointment.</p>	<p>b) A staff member's appointment shall be to a position;</p>
<p>6.02 The parties to this Agreement agree that, where relevant, persons holding doctoral level qualifications or the equivalent professional qualifications shall receive preferential consideration in making appointments.</p>	<p>c) The general duties of the position shall be set out in a position profile which shall be attached to the Letter of Appointment and which:</p>
<p>6.03.1 The appointment of a staff member shall be for the term stated in the letter of appointment to a position in one of the following categories:</p> <p>a) full-time instructional appointments which shall include full-time limited term appointments for 4 months or longer and shall include rolling term appointments.</p> <p>b) part-time instructional appointments which shall include appointments to teach one or more three-credit courses or equivalent, but are not full-time.</p>	<p>i. Shall be subject to change in accordance with Article 10.12;</p> <p>ii. Shall establish the necessary professional and educational qualifications required for the position;</p> <p>iii. Shall include a description of the workload with respect to course assignments;</p> <p>iv. Shall include other teaching and/or teaching-related responsibilities and duties as assigned by the Department Chair such as supervisory and administrative responsibilities; and</p> <p>v. May include responsibilities related to research and other scholarly activities and service.</p>
<p>6.03.2 Each Faculty shall advise the Association and the Provost in writing as to the Faculty definition of what constitutes a full-time teaching appointment under this Agreement in each unit. The definition shall be sufficiently specific to permit the effective interpretation and application of the Agreement.</p>	<p>d) The contract status of Career or Term or</p>
<p>6.03A The following articles shall not apply to staff members appointed to Special Registrations:</p>	

<ul style="list-style-type: none"> <li>a. Articles 6.08 (Posting of Vacancies) through 6.11 (Cancellation or Reassignment of Courses) inclusive.</li> <li>b. Articles 17.05.1 through 17.05.03 (Increments) inclusive.</li> <li>c. Articles 18.05 (Vacation), 18.06 and 18.07 (Pensions) and 18.08, 18.09 and 18.10 (Benefits).</li> <li>d. Articles 21.01 through 21.09 (Childbirth Leave) inclusive.</li> <li>e. Article 7 (Renewal of Appointment).</li> <li>f. Article 12 (Evaluation).</li> <li>g. Article 27 (Layoff).</li> </ul>	<p>Instructor in accordance with Article 6.5 of a staff member's appointment shall be stated in the Letter of Appointment;</p> <ul style="list-style-type: none"> <li>e) The staff member shall be appointed to a rank in accordance with Article 6.7; and</li> <li>f) The staff member may be appointed with a probationary period in accordance with Article 9.</li> </ul> <p>6.2 A Letter of Appointment to a full-time or part-time position, following the template outlined in Appendix B and duly executed by the Dean and the staff member, shall confirm the appointment of a staff member.</p> <p>6.3 The appointment of a staff member shall commence on the date set in the duly executed Letter of Appointment, in accordance with Article 6.2.</p> <p>6.4 A staff member who is appointed to multiple part-time positions should advise each Department Chair of their other University position(s) in order for the staff member and the Department Chairs to coordinate the workload assignment and potential Benefits (Article 19) for the staff member.</p> <p><b>Contract Status</b></p> <p>6.5 The appointment of a staff member shall be with the contract status of:</p> <ul style="list-style-type: none"> <li>a) Career Status – where the appointment to a full-time or part-time position does not include an appointment period (or a specific end date) but is subject to termination in accordance with Article 12.</li> <li>b) Term Status – where the appointment to a position is for a defined appointment period (with a specific end-date) and will be categorized as one of the following: <ul style="list-style-type: none"> <li>i. Term 12 – where the appointment is to a full-time or part-time position for an appointment period of 12 months to a maximum of 6 years; that is, the Letter of Appointment will include a defined appointment period of 12 months to a maximum of 6 years;</li> <li>ii. Term 8R (Recurring Term) – where the appointment is to a full-time position ONLY for an appointment period from 24 months to a maximum of 6 years, BUT where the staff member's full-time</li> </ul> </li> </ul>
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workload occurs in 8, 9, 10 or 11 months within each year of the appointment period and the inactive period will be the remainder of the months within each year; that is, the Letter of Appointment will include a defined appointment period from 24 months to a maximum of 6 years but will also include the start and end dates of the full-time workload and the start and end dates of the inactive period (period of leave without pay) within each year;

iii. Term 8 – where the appointment is to a full-time or part-time position for a period of 8 months to a maximum of less than 12 months; that is, the Letter of Appointment will include a defined appointment period of 8 months to a maximum of less than 12 months.

c) Instructor Status – where the appointment is to a full-time position for an appointment period of less than 8 months or to a part-time position for an appointment period of less than 12 months.

6.6 For Term Status appointments:

- a) The appointment of a staff member shall end on the date stipulated in the Letter of Appointment without the need for further notice or severance from the University;
- b) A staff member may receive subsequent appointment(s) with Term Status, each to a maximum appointment period of 6 years, or may receive a subsequent appointment with Career Status;
- c) The appointment of a staff member with Term 12 status shall include provisions for layoff in accordance with Article 12.

#### **Ranks**

6.7 In accordance with Article 10.12 (b), a staff member shall be appointed to a position at the rank of:

- a) Full Lecturer;
- b) Associate Lecturer;
- c) Assistant Lecturer; or
- d) Instructor.

<p><b>Special Conditions</b></p> <p>6.04 A Dean or the Provost may appoint a staff member with special conditions which are at variance with the terms of this Agreement provided:</p> <ul style="list-style-type: none"> <li>a) the variations are in writing and are included in or appended to the letter of appointment; and,</li> <li>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.</li> </ul> <p>6.05 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:</p> <ul style="list-style-type: none"> <li>a) the variations have been recommended by a Dean and are approved in writing by the staff member; and,</li> <li>b) the Provost has consulted with the President of the Association prior to approval.</li> </ul>	<p><b>Special Conditions</b></p> <p>6.8 A Dean or the Provost may appoint a staff member with special conditions which are at variance with the terms of this Agreement provided:</p> <ul style="list-style-type: none"> <li>a) The variations are in writing and are included in or appended to the Letter of Appointment; and,</li> <li>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.</li> </ul> <p>6.9 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:</p> <ul style="list-style-type: none"> <li>a) The variations have been recommended by a Dean and are approved in writing by the staff member; and,</li> <li>b) The Provost has consulted with the President of the Association prior to approval.</li> </ul>
<p><b>Basic Conditions</b></p> <p>6.07.1 A staff member shall be provided appropriate workspace and reasonable access to support services for the discharge of responsibilities.</p> <p>6.07.2 A staff member shall be provided with the University identification card (the ONEcard).</p> <p>6.07.3 A staff member shall be provided with full University library privileges, with the termination date of such privileges to be the later of the termination date of the staff member's contract of appointment or the next following September 30.</p> <p>6.07.4 A staff member shall be provided with a computing services ID and password with the termination date of such privileges to be the later of the termination date of the staff member's contract of appointment or the next following September 30.</p> <p>6.07.5 A staff member shall be provided with access to the University Health Centre.</p> <p>6.07.6 A staff member shall be provided with access to University Recreation Services.</p>	<p><b>Basic Conditions</b></p> <p>6.10 A staff member shall be provided appropriate workspace and reasonable access to support services for the discharge of responsibilities.</p> <p>6.11 A staff member shall be provided with the University identification card (the ONEcard) and library and computing privileges in accordance with the related policies, procedures and protocols of the University, as amended from time to time. With the recognition that policies and procedures are dynamic documents that are reviewed and revised regularly based on numerous factors, the Association shall be consulted on policy and procedure related to identification cards and library and computing privileges. Appendix C sets out University Library Privileges for staff members.</p>

<b>Posting of Vacancies and Notice of Appointment</b>	<b>Advertising of Positions</b>
6.08 A Department Chair shall, whenever possible, post prospective opportunities for appointments to temporary teaching positions as early as possible and not later than four weeks prior to the beginning of the teaching term.	6.12 Recruitment, including the advertising of positions, shall be conducted in accordance with the policies, procedures and protocols of the University, as amended from time to time.
6.09.1 Vacancies in tenure-track positions or vacancies for long-term temporary appointments shall, as a minimum, be posted on the departmental bulletin board or by the standard means of communication of the department, e.g., by e-mail. Staff members are encouraged to apply for appointment to a vacancy.	6.13 Notwithstanding Article 6.12 above, prior to advertising positions available with the status of Career, Term 12 and Term 8R, a Department Chair shall notify current staff members with the status of Career, Term 12, Term 8R and Term 8 of such positions and:
6.09.2 Notwithstanding the above, in the case where the appointment of a non-Canadian/permanent resident is anticipated, Department Chairs should consult with Academic Staff Administration before beginning the recruitment process.	a) Provide those staff members with the opportunity to indicate their interest in the positions available.
<b>Article 7: Renewal of Appointment</b>	b) Shall first consider and appoint current staff members to the positions available in accordance with the following factors:
7.01.1 Following an assessment of satisfactory performance, a staff member who has an appointment for a rolling term shall have the terms of the appointment extended by one year (in the case of persons appointed on a 12 month basis), or one complete term (in the case of persons appointed on recurring terms of less than 12 months).	i. Academic qualifications in accordance with the position profile;
7.01.2 A staff member who has an appointment for a rolling term and who receives an assessment of unsatisfactory performance shall be provided notice that the contract will terminate on the next following June 30 (or an earlier date for persons whose recurring terms end on a date prior to June 30). If the assessment is not completed by April 1, the staff member shall receive a minimum of three months' notice of termination.	ii. Qualifications to perform the required duties;
7.01.3 Notwithstanding 7.01.1, when the need ceases for the position held by a staff member on a rolling term contract, or when the funding for the appointment is no longer available or sufficient, the Dean or the Provost shall so inform the staff member, in writing. The appointment of the staff member shall terminate on the next following June 30. If the information is not provided by April 1, the staff member shall receive a minimum of three months' notice of termination. The staff member shall receive a severance allowance in accordance with 27.04.	iii. Quality and effectiveness of previous service as determined by annual evaluation (Article 10); and
7.02.1 If a department has positions for full-time or part-time temporary staff available in the next following academic year, present staff members holding such	iv. Length of service (which shall be the determining factor only where all the other factors are relatively equal).

appointments may apply for such appointments and, if they apply, shall receive full consideration.

7.02.2 In making reappointments, the University shall consider professional qualifications, qualifications to perform the required work, quality and effectiveness of work performed and length of service. Length of service shall be the determining factor only where the other factors are relatively equal. Refer also to Appendix G, clause 2, Period of Appointment.

**Cancellation and Reassignment of Courses**

6.10 In the event that a Dean cancels a course for which a staff member has been appointed, the staff member shall be paid a cancellation stipend of:

- a) \$100 if the notice of cancellation is given less than four weeks prior to the scheduled start of classes; or
- b) \$200 if the notice of cancellation is given after the start of classes; the staff member shall also be paid salary earned from the date the appointment takes effect to the date of cancellation.

6.11 After an initial assignment, in the event that a course requiring new preparation is assigned, the staff member shall be paid a stipend of \$100 if the notice of reassignment is given within one week of the scheduled start of classes.

**Article 8: University Responsibilities**

8.01 The general duties of a staff member shall be specified in the letter of appointment. Specific responsibilities shall be assigned by the Department Chair.

**Teaching Duties**

8.02 A staff member shall demonstrate scholarship and

**Cancellation and Reassignment of Courses**

6.14 In the event that a Department Chair cancels a course for which an Instructor has been appointed, the staff member shall be paid a cancellation stipend of:

- a) \$100 if the notice of cancellation is given less than four weeks prior to the scheduled start of classes; or
- b) \$200 if the notice of cancellation is given after the start of classes; the staff member shall also be paid salary earned from the date the appointment takes effect to the date of cancellation.

6.15 After an initial assignment, in the event that a course requiring new preparation is assigned, an Instructor shall be paid a stipend of \$100 if the notice of reassignment is given within one week of the scheduled start of classes.

6.16 In the event that a course is cancelled for which a staff member with a full-time Career or full-time Term Status appointment has been assigned, the staff member shall retain the workload and salary in accordance with the Letter of Appointment and shall be assigned suitable alternative work or a special project (course revisions, manual updates, other course support) for that teaching term.

**Article 7: Responsibilities to the University**

7.1 A staff member under this Agreement shall be a scholar who has teaching and/or teaching-related responsibilities as their primary academic responsibility.

7.2 The general duties of a staff member shall be specified in the position profile. Specific responsibilities shall be assigned by the Department Chair.

**Teaching and/or Teaching-Related Responsibilities**

<p>remain current and competent in the discipline or profession in which the staff member is appointed.</p> <p>8.03 The Department Chair shall assign to each staff member specific responsibilities, which shall include courses to be taught and other teaching duties and may include supervisory and administrative responsibilities.</p>	<p>7.3 A staff member shall demonstrate scholarship and remain current and competent in the discipline or profession in which the staff member is appointed.</p> <p>7.4 The Department Chair shall assign to each staff member specific teaching and/or teaching-related responsibilities.</p> <p>Staff member shall include, but is not limited to those:</p> <ul style="list-style-type: none"> <li>a) delivering distance and web-based courses;</li> <li>b) developing curriculum and designing courses;</li> <li>c) supervising honors program undergraduate students and those supervising the work of graduate students;</li> <li>d) engaged in teaching-related administrative duties (such as curriculum coordination and staff supervision);</li> <li>e) engaged in practicum supervision;</li> <li>f) coaching athletic teams; and</li> <li>g) delivering clinical instruction for the Dental Hygiene program.</li> </ul>
<p>8.04 A staff member may decide on specific course content and instructional methodology, recognizing the approved course description and academic policy approved by the Department, the Faculty and the University.</p>	<p>7.5 A staff member may decide on specific course content and instructional methodology, recognizing the approved course description and academic policy approved by the Department, the Faculty and the University.</p>
<p><b>Research</b></p>	<p><b>Research and Other Scholarly Activities</b></p>
<p>8.05 In particular circumstances, the appointing officer and the staff member appointed to teaching duties may agree that the responsibilities shall include research.</p>	<p>7.6 In particular circumstances and in addition to teaching, research and other scholarly activities responsibilities (including a role as a Principal Investigator) may be included in the position profile of the staff member.</p>
	<p>7.7 If research and other scholarly activities responsibilities are not specifically included in the position profile as determined by ATSEC in accordance with Article 10.12 and, therefore, are not assigned responsibilities, the degree of voluntary participation in research and other scholarly activities may vary from staff member to staff member and from time to time.</p>
<p>8.06 Research activity shall be conducted in compliance with policies and procedures established by appropriate university authorities,) following consultation with the Association. Questions</p>	<p>7.8 When a staff member participates in research and other scholarly activities responsibilities, such activity and research funds shall be administered in accordance with the policies and</p>

<p>arising from the administration of the regulations shall be in accordance with the provisions of this Agreement.</p> <p><b>Service</b></p> <p>8.07 The degree of participation in the governance of the University and other service responsibilities may vary from staff member to staff member and from time to time. Participation may be initiated by the staff member.</p> <p><b>Dispute Resolution</b></p> <p>8.08 If there is a dispute with respect to a teaching staff member’s responsibilities, the staff member shall have recourse to the Department Chair, the Dean and the Provost, in that order. The decision of the Provost shall be final and binding.</p> <p><b>Article 9: Supplementary Professional Activities (SPA)</b></p> <p>9.01 This Article shall apply to all full-time staff members.</p> <p><b>Scope and Context of SPA</b></p> <p>9.02 A staff member who is a full-time employee has a primary obligation to fulfil University responsibilities. The staff member shall remain current with recent developments in the discipline through personal professional development.</p> <p>9.03 One means of accomplishing professional development may be through professional activity which is supplementary to the primary obligations to the University.</p> <p>9.04 Subject to the provisions of this Article, a staff member may engage in SPA. SPA shall not prevent, hinder or unduly interfere with the staff member’s primary responsibilities.</p> <p><b>Definition of SPA</b></p> <p>9.05 Without restricting the generality of the term SPA, this category shall include any of the following:</p> <p>a) employment in any capacity by another</p>	<p>procedures of the University following consultation with the Association.</p> <p><b>Service</b></p> <p>7.9 In particular circumstances, the position profile, in addition to teaching and/or teaching-related responsibilities, may also include service responsibilities.</p> <p>7.10 If service responsibilities are not specifically included in the position profile and, therefore, are not assigned responsibilities, the degree of participation in the governance of the University and other service responsibilities may vary from staff member to staff member and from time to time. Participation, in this case, may be initiated by the staff member.</p> <p><b>Dispute Resolution</b></p> <p>7.11 If there is a dispute with respect to a staff member’s responsibilities to the University, the staff member shall have recourse to the Department Chair, the Dean and the Provost, in that order. The decision of the Provost shall be final and binding.</p> <p><b>Article 8: Supplementary Professional Activities (SPA)</b></p> <p>8.1 This Article shall apply to full-time staff members with Career Status and Term 12 Status appointments.</p> <p><b>Scope and Context of SPA</b></p> <p>8.2 A staff member who is a full-time employee has a primary obligation to fulfill University responsibilities. The staff member shall remain current with recent developments in the discipline through personal professional development.</p> <p>8.3 One means of accomplishing professional development may be through professional activity which is supplementary to the primary obligations to the University.</p> <p>8.4 Subject to the provisions of this Article, a staff member may engage in SPA. SPA shall not prevent, hinder or unduly interfere with the staff member’s primary responsibilities.</p> <p><b>Definition of SPA</b></p> <p>8.5 Without restricting the generality of the term SPA, this category shall include any of the</p>
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<p>employer including the carrying out of teaching duties, e.g., summer session at another university;</p> <p>b) consulting;</p> <p>c) personal services contract;</p> <p>d) private practice of the staff member's profession, e.g., medicine, nursing, law, etc.</p>	<p>following:</p> <p>a) Employment in any capacity by another employer including the carrying out of teaching duties, e.g., summer session at another university;</p> <p>b) Consulting;</p> <p>c) Personal services contract; or</p> <p>d) Private practice of the staff member's profession, e.g., dentistry, law, medicine, nursing, etc.</p>
<p><b>Approval of SPA</b></p> <p>9.06 A staff member shall obtain written approval of the Department Chair prior to undertaking major SPA. Prior to approving SPA, the Department Chair shall ensure that primary University responsibilities will be performed satisfactorily.</p> <p>9.07 If there is a dispute with respect to a staff member's SPA, the staff member shall have recourse to the Dean and the Provost, in that order. The decision of the Provost shall be final and binding.</p> <p>9.08 The conditions governing SPA are set out in Appendix D.</p>	<p><b>Approval of SPA</b></p> <p>8.6 A staff member shall obtain written approval of the Department Chair prior to undertaking major SPA. Prior to approving SPA, the Department Chair shall ensure that primary University responsibilities will be performed satisfactorily.</p> <p>8.7 If there is a dispute with respect to a staff member's SPA, the staff member shall have recourse to the Dean and the Provost, in that order. The decision of the Provost shall be final and binding.</p> <p>8.8 The conditions governing SPA are set out in Appendix C.</p>
<p><b>Article 12: Evaluation</b></p> <p>12.01 The performance of a staff member shall be evaluated in accordance with this Article.</p> <p>12.02 A Faculty Council may recommend, and the Provost following consultation with the Association may approve, specific evaluation procedures for staff members in the Faculty. Such procedures may be specific to categories of staff members in the Faculty or to staff members in a specific Department. Faculty Councils which have adopted formal evaluation procedures prior to September 1, 1998 shall continue to apply those procedures until amended in accordance with this Agreement.</p> <p>12.03 In the absence of alternative procedures, the Department Chair shall be responsible for evaluation.</p>	<p><b>Article 9: Probationary Period</b></p> <p>9.1 The inclusion of a probationary period in the Letter of Appointment indicates an obligation on the part of the Department Chair to properly monitor the staff member's progress during a probationary period. In this regard, the Department Chair and the staff member shall ensure they each have a clear understanding of the position expectations and standards of performance, in accordance with Article 10 and in accordance with the general characteristics of the position as set out in the position profile, in order to conduct a written probationary assessment of the staff member's performance and the suitability of the appointment.</p> <p>9.2 A staff member who is appointed for the first time under this Agreement shall serve a probationary period of 12 months for:</p>
<p><b>Procedures for Review</b></p> <p>12.04.1 Evaluation shall be based on all assigned academic activity in the academic year.</p> <p>12.04.2 The staff member shall submit to the Department Chair a report, in a format determined by the</p>	<p>a) Career Status; or</p> <p>b) Term 12 Status with an appointment period greater than 24 months.</p>

<p>Department Chair unless Faculty Council has approved a format, summarizing academic activity during the year. The staff member may append additional information appropriate under the circumstances and may wish to provide additional evidence of scholarly proficiency.</p> <p>12.05 The Department Chair shall:</p> <ul style="list-style-type: none"> <li>a) review the report and information</li> <li>b) review performance as a teacher in the multi-faceted manner mandated by GFC policy, and</li> <li>c) at the request of the staff member, meet with the staff member.</li> </ul> <p>12.06 The Department Chair shall classify performance as:</p> <ul style="list-style-type: none"> <li>a) exemplary,</li> <li>b) satisfactory, or</li> <li>c) unsatisfactory.</li> </ul>	<p>9.3 A staff member who previously did not serve a probationary period and who is appointed into Career or Term 12 Status under this Agreement (and where the position profiles are similar) shall have the previous appointment count towards the probationary period requirement for the new appointment Status.</p> <p><b>Probationary Decisions by ATSEC for Career and Term 12 Status</b></p> <p>9.4 Decisions regarding the probationary period of a staff member appointed with Career Status and Term 12 Status where the ATSEC is responsible for annual evaluation shall be in accordance with Evaluation Policies and Procedures under Article 10.</p>
<p><b>Timing</b></p> <p>12.07 The evaluation shall take place in June or, if a staff member has a shorter period of appointment, within 60 days of the expiry date of the appointment. The review period and timing of evaluation are subject to regulations, if any, of a Faculty Council.</p> <p>12.08.1 The Department Chair shall provide the staff member with 20 days' notice of the evaluation.</p> <p>12.08.2 The staff members shall submit the report of academic activities at least 10 days before that date, indicating whether the staff member wishes a meeting.</p> <p>12.08.3 The evaluation decision of the Chair shall be conveyed, in writing, to the staff member within 10 days of the date of evaluation.</p>	<p><b>Leaves</b></p> <p>9.5 If a staff member is on approved leave (disability leave, childbirth leave, parental leave, compassionate leave, medical leave, leave without pay) during the probationary period, the probationary period shall be extended by the duration of such leave, always subject to the length of the appointment period end date stipulated in the Letter of Appointment.</p> <p><b>Termination by the Department Chair During the Probationary Period for Term 12 Status</b></p> <p>9.6 In the case of a probationary period for a staff member with Term 12 Status where the Department Chair is responsible for annual evaluation in accordance with Article 10, the Department Chair may terminate the appointment of a staff member during the probationary period, by providing one month's written notice of such termination.</p>
<p><b>Application</b></p> <p>12.09 The evaluation and decision shall be used:</p> <ul style="list-style-type: none"> <li>a) to provide a formal appraisal of services;</li> <li>b) to award increments in accordance with 17.05;</li> <li>c) to decide on the extension of rolling term appointments in accordance with 7.01; and</li> <li>d) as information in determining future appointments under this Agreement.</li> </ul> <p>12.10 By December 15, the Dean of a Faculty shall provide a written report to the Provost with a copy to the Association summarizing the results of the evaluation within the Faculty for the previous academic year. The report shall list the number of</p>	<p>9.7 Before making the determination under Article 9.6 to terminate the appointment of a staff member during the probationary period, the Department Chair shall consult with an Administration Advisor. The Administration Advisor shall advise the Association of the decision to terminate the appointment during the probationary appointment.</p> <p>9.8 The staff member shall be provided with written notice from the Department Chair to terminate the appointment during the probationary period. The Association shall be present when the staff member receives the written notice.</p> <p>9.9 The effective date of the termination shall be one month from the date of notice (the "notice</p>

staff members evaluated, the number who received exemplary, satisfactory and unsatisfactory rankings in each Department in the Faculty.

period”). 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 Department Chair shall decide which of the foregoing shall apply.

9.10 A staff member whose appointment is terminated during the probationary period shall have recourse to the Dean, whose decision is final and binding.

**Confirmation, Extension or Termination by the Department Chair at the End of the Probationary Period for Term 12 Status**

9.11 In the case of a probationary period for a staff member with Term 12 Status where the Department Chair is responsible for annual evaluation in accordance with Article 10, the Department Chair shall provide at least one month's written notice prior to the end of the probationary period either that:

- a) The staff member is confirmed in the appointment; or
- b) The probationary period is extended to a maximum of an additional 6 months; or
- c) The appointment is terminated effective at the end of the probationary period. During the notice period, the 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 Department Chair shall decide which of the foregoing shall apply.
- d) If the Department Chair fails to provide notice prior to the end of the probationary period, the staff member shall be confirmed in the appointment.

9.12 Before making the recommendation in accordance with Article 9.11.c to terminate the appointment at the end of the probationary period, the Department Chair shall consult with an Administration Advisor. The Administration Advisor shall advise the Association of the decision to terminate the appointment at the end of the probationary period.

9.13 The staff member shall be provided with written notice from the Department Chair to terminate

the appointment at the end of the probationary period. The Association shall be present when the staff member receives the written notice.

- 9.14 A staff member whose appointment is terminated at the end of the probationary period shall have recourse to the Dean, whose decision is final and binding.

#### **Article 10: Evaluation**

- 10.1 The review of a staff member's performance shall be used to:

- a) Award increments; and
- b) Inform Department Chair's recommendations for future appointments in accordance with Article 6 of this Agreement.

#### **Academic Teaching Staff Evaluation Committee**

- 10.2 Each Faculty Council shall establish an Academic Teaching Staff Evaluation Committee (ATSEC).
- 10.3 Subject to Appendix I, wherever possible, the ATSEC for a Faculty must assure majority voting representation from the staff members of that Faculty under this Agreement. Where this is not possible, because of a small number of staff members under this Agreement, that Faculty shall seek approval of the Board and the AASUA to vary their composition.
- 10.4 The ATSEC shall develop, for the approval of the Provost, evaluation policies and procedures for all staff members under this Agreement.

#### **Responsibility for Annual Evaluation**

- 10.5 In order for the staff member's performance to be annually reviewed, the Department Chair and the staff member shall each ensure that they have a clear understanding of the position expectations and standards of performance for the position profile and are aware of any eligibility for performance increments.
- 10.6 The staff member shall submit an annual report to the Department Chair, in a format determined by ATSEC, regardless of whether the staff member is eligible for performance increments or not.
- 10.7 Staff members with Career Status shall be annually evaluated by ATSEC.

	<p>10.8 Staff members with Term Status shall be annually evaluated either by ATSEC or by the Department Chair, as determined by ATSEC.</p> <p>10.9 Staff members with Instructor Status shall be annually evaluated by the Department Chair.</p> <p><b>Timing of Annual Review</b></p> <p>10.10 The annual review period for staff members with Career Status shall normally be July 1 to June 30 with the review process conducted in the next Fall/Winter Term and any incrementation to be effective the following July 1. A staff member with Career Status whose appointment takes effect:</p> <ul style="list-style-type: none"> <li>a) In the period July 1 to October 1, inclusive, is eligible to receive a single increment;</li> <li>b) In the period October 2 to June 1, inclusive, is eligible to receive a pro-rated increment, the proportion of a single increment depending on the number of months they have worked out of 12; and</li> <li>c) In the period June 2 to June 30, inclusive, is not eligible to receive an increment on July 1.</li> </ul> <p>10.11 The annual review period for the purpose of determining performance increments for staff members in Instructor or Term Status appointments may be varied depending on the appointment periods that the staff member has experienced and when they may be eligible for an increment in accordance with this Article.</p> <p><b>Authority of ATSEC (Refer to Appendix H for detailed procedures)</b></p> <p>10.12 Each Faculty's ATSEC shall be authorized to prepare for the approval of Faculty Council and the Provost, the following evaluation policies and procedures:</p> <ul style="list-style-type: none"> <li>a) Position profiles, including academic and/or professional qualifications, skills, competencies, definitions of standard teaching workloads and any research and service responsibilities;</li> <li>b) Position expectations and standards of performance for each rank as outlined in Article 6.7 and for all responsibilities identified within the position profiles, including for those in probationary periods; <ul style="list-style-type: none"> <li>i. Specifically for teaching and/or</li> </ul> </li> </ul>
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	<p>teaching-related responsibilities, the position expectations and standards of performance shall be broadly based, including course content, course design and performance in the classroom.</p> <p>ii. Such teaching and/or teaching-related responsibilities evaluation may take into account information such as statistical summaries of responses to student questionnaires, comprehensive reviews of student commentary; reviews by peers, reviews by administrative officials and reviews of teaching dossiers and other materials provided by the staff member;</p> <p>c) The format of the annual report;</p> <p>d) Procedures governing applications for promotion to Associate Lecturer and Full Lecturer;</p> <p>e) Criteria for recommendations regarding probationary periods; and</p> <p>f) Criteria for annual increment recommendations.</p> <p>10.13 The Association shall be provided with a copy of the Faculty's evaluation policies and procedures.</p> <p>10.14 Subject to Appendix I, at least every 10 years from the date of each approval, and/or at the request of the Provost, the position expectations and standards of performance shall be reviewed and reconsidered by Faculty Council and submitted to the Provost for approval.</p> <p><b>Position Expectations, Standards of Performance and Promotion</b></p> <p>10.15 The review of a staff member's performance shall be based on consideration of the performance of the responsibilities of the staff member as outlined in Article 7 and in accordance with the staff member's specific position profile.</p> <p>10.16 Position expectations and standards of performance shall be prepared by ATSEC on the basis that a staff member is expected to demonstrate competence in responsibilities assigned in accordance with Article 10.15. Position expectations and standards of performance:</p>
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	<ul style="list-style-type: none"> <li>a) Shall enable evaluation of academic performance across its full range;</li> <li>b) Shall be based on merit and not on length of service; and</li> <li>c) May vary from Faculty to Faculty.</li> </ul> <p>10.17 Staff members shall be evaluated annually against these position expectations and standards of performance and always in accordance with the position profile:</p> <ul style="list-style-type: none"> <li>a) Performance expectations shall increase as a staff member moves through the ranks;</li> <li>b) For promotion to Associate Lecturer, the staff member must demonstrate a strong record of achievement in teaching and/or teaching-related responsibilities, and must demonstrate on the basis of performance as Assistant Lecturer that they are capable of contributing effectively as a staff member in all areas of responsibility; and</li> <li>c) For promotion to Full Lecturer, the staff member must demonstrate excellence in teaching and/or teaching-related responsibilities and a strong record of achievement in all areas of responsibility.</li> <li>d) A staff member with Instructor Status may be eligible for promotion subject to the position expectations and standards of performance established by the Faculty's ASTEC.</li> </ul> <p>10.18 Position expectations and standards of performance for promotion to Associate Faculty Lecturer shall not be changed for an individual staff member prior to the start of or during the promotion process unless the staff member agrees.</p>
<p><b>Increments</b></p> <p>17.05.1 A staff member shall receive an increment if re-appointed to a subsequent term appointment, provided:</p> <ul style="list-style-type: none"> <li>a) that the evaluation of performance in the preceding year was at least satisfactory, and</li> <li>b) provided the staff member has received no more than seven increments in the past.</li> </ul> <p>Additional increments may be awarded at the decision of the appointing officer.</p> <p>17.05.2 Increments shall take effect on July 1 or on the first</p>	<p><b>Eligibility for an Increment for Term 8R, Term 8 and Instructor Status</b></p> <p>10.19 A staff member with Term 8R, Term 8 or Instructor Status shall have increment eligibility determined as follows within the position profile:</p> <ul style="list-style-type: none"> <li>a) A staff member shall be eligible for an increment no more than once in a 12 month period.</li> <li>b) A staff member shall be eligible for increments available to reach the maximum</li> </ul>

date of reappointment after July 1 following the period of service covered by the increment.

**Appendix G: Salary Administration**  
(under revision)

NOTE: The following articles in Appendix G (Salary Administration) shall not apply to staff members appointed to Special Registrations:

- a. Article 2.2 (Salary Minima)
- b. Article 2.3 (Qualifications on Appointment)
- c. Article 3.5 (Service Increment)

1. Salary

There is a minimum salary schedule for temporary staff, one which relates minimum salaries to the staff member's academic qualifications and to prior experience as such a staff member at this University.

2. The following detailed regulations serve to interpret the salary schedule:

2.1 "Period of Appointment on U of A Staff" shall be interpreted as follows:

- a) One period of appointment will be equal to any term of appointment of eight months (the regular teaching session - September 1 to April 30) to one year;
- b) If a staff member is in the second eight-month, or sessional appointment, he or she will be considered to be in the second period of appointment, etc.;
- c) Appointment terms of less than eight months shall be converted to the general rule in 2.1(a), above. For example, a staff member in the second four-month appointment will be considered to be in the first period of appointment;
- d) Prior service in Special Registrations and the Extension Program will not count in the determination of the period of appointment; and
- e) If there is a break in service of twelve months, or more, between the current appointment and a previous appointment under these regulations, the University is not obligated to count the prior employment as service in determining the minimum salary under #1.

2.2 The salary schedule indicates the minimum salaries which must be paid given the prior service and qualifications. Salaries may be paid which exceed these minima.

2.3 The qualifications held on the effective date of the appointment will govern the minimum salary. In cases where all of the requirements for the degree have been met at that time but where the degree has

step of the salary range for the position profile, regardless at which step they begin.

- c) A staff member shall be eligible for an increment after accumulating a total of at least 8 months of service within the position profile, regardless of whether the staff member worked full or part-time; and subject to at least one evaluation of teaching and/or teaching-related responsibilities having occurred within the previous 6 month period. The increment shall always be effective at the beginning of the next teaching term or appointment contract (after the accumulation of the 8 months, or more, of service).
- d) Standard Spring Session and Summer Session appointment periods are each equivalent to 2 months of accumulated service within the position profile.
- e) If there is a break in service of 12 months (not including approved leaves), or more, the prior service shall not be considered in determining appointment salary or a future increment.
- f) Increment eligibility for a staff member who is appointed to multiple part-time positions shall be determined by each Department Chair for positions within their department.
- g) A staff member shall be eligible for an increment after providing certification that they have completed all the requirements for a PhD, or equivalent degree. The increment shall always be effective at the beginning of the next teaching term or appointment contract.

**Eligibility for an Increment for Career or Term 12 Status**

10.20 A staff member with Career or Term 12 Status shall be eligible for increments to the maximum of the salary range for the position profile.

- a) A staff member with Term 12 Status shall be eligible for the first performance increment when they have worked for 12 months within the position profile and subsequent increments after work in each consecutive 12 month period within the position profile (12 month period inclusive of vacation).
- b) A staff member with Career Status shall be eligible for the first performance increment



<p>not been formally awarded (at Convocation), the more liberal interpretation will be taken - provided the appointee can produce evidence to the effect that this is the case.</p> <p>3.1 Salary shall be paid monthly, in arrears, by electronic transfer to the staff member's financial institution account. All staff members must complete the Electronic Banking Form, available through Staff and Student Payments. Salary is normally paid on the second last banking date of the month.</p> <p>3.2 The salary amount stated on the contract letter of appointment is the gross salary rate. That is, it is the appointee's salary before deductions are made for income tax, employee benefits, etc. The salary cheque sent to the staff member is net of these deductions.</p> <p>The Canadian Income Tax regulations state that each employee is to file a statement with the employer with respect to personal exemptions claimed. Accordingly, when a person is appointed to the staff of the University he or she must file with Human Resource Services the certification of personal exemptions on form TD1, "Personal Tax Credit Return."</p> <p>3.4 The University is required by law to accept legal garnishees and tax levies against the salaries of staff members.</p> <p>3.5 A staff member who was employed under these regulations in both the immediately preceding and current academic years shall have a current monthly salary rate which exceeds the immediately preceding monthly salary rate by at least the appropriate "service increment." There are no such increments if the staff member is going into the seventh or subsequent year of service. A "service increment" is the difference between the salary rate shown on one row/line in Appendix I and that for the next lower row/line in that section.</p>	<p>in accordance with Article 10.10 and subsequent increments after work in each consecutive 12 month period within the position profile (12 month period inclusive of vacation).</p> <p><b>Increment Recommendations</b></p> <p>10.21 For a staff member who is eligible for an increment (and depending on whether the Department Chair or ATSEC is responsible for evaluation), the Department Chair shall either determine, or recommend to ATSEC, whether the staff member should receive an increment based on performance in the appropriate preceding period. The recommendation shall be one of the following:</p> <ul style="list-style-type: none"> <li>a) Single increment;</li> <li>b) Multiple increment which may be 1.25, 1.50, 1.75, 2.0, 2.25, 2.50, 2.75 or 3.0;</li> <li>c) Partial increment, which shall bring the salary to the maximum of the salary range and which is either: <ul style="list-style-type: none"> <li>i. greater than a single increment but not a multiple increment; or</li> <li>ii. less than a single increment;</li> </ul> </li> <li>d) An increment of .50 or .75;</li> <li>e) An increment of Zero.</li> </ul> <p>10.22 If the staff member has insufficient accumulated service at the time of the annual evaluation and performance is satisfactory, an increment shall be awarded in accordance with Article 10.19 c.</p> <p><b>Increment of Zero is Awarded</b></p> <p>10.23 If an increment of zero is recommended or awarded, that increment of zero shall be cited as one of the following:</p> <ul style="list-style-type: none"> <li>a) That maximum for rank has been reached and standards for promotion have not been met but performance is satisfactory notwithstanding (0a);</li> <li>b) That performance requirements for an increment have not been met but performance is acceptable notwithstanding (0b);</li> <li>c) That academic performance while on authorized leave could not be properly</li> </ul>
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evaluated (0c); or

- d) That academic performance is unsatisfactory and unacceptable (0d).

**Article 11: Unsatisfactory and Unacceptable Performance**

- 11.1 A designation of unsatisfactory performance occurs when a staff member receives an increment of Zero (0d).

**Unsatisfactory Performance for Instructor or Term Status**

- 11.2 The appointment contract of a staff member with Instructor or Term Status who has received a designation of unsatisfactory performance may be terminated.

- 11.3 A staff member with Instructor or Term Status with unsatisfactory performance shall have recourse as follows:

- a) Where evaluated by the Department Chair; to the Dean, whose decision shall be final and binding; or
- b) Where evaluated by ATSEC; to the Provost, whose decision shall be final and binding.

- 11.4 In the case of unsatisfactory performance for a staff member, where the decision is termination, the appointment contract shall terminate on the:

- a) Date stipulated in the Letter of Appointment for Instructor or Term 8 Status;
- b) Full-time workload end-date for Term 8R Status (e.g. appointment period of July 1 to June 30 and full-time workload occurs September 1 to April 30, the contract shall terminate on April 30); or
- c) Next end-date within the annual appointment period for Term 12 Status (e.g., appointment period of July 1 to June 30, the contract shall terminate on June 30).

- 11.5 Before making the determination under Article 11.4 to terminate the appointment of a staff member with unsatisfactory performance, the Department Chair shall consult with an Administration Advisor. The Administration Advisor shall advise the Association of the decision to terminate the appointment.

11.6 The staff member shall be provided with written notice from the Department Chair to terminate the appointment. The Association shall be present when the staff member receives the written notice.

**Contested and Reconsidered Case for Career Status  
[please note that this section is subject to  
Appendices H and I]**

11.7 A contested case occurs when a Department Chair makes a recommendation of unsatisfactory performance to ATSEC and where the staff member with Career Status shall be provided with the opportunity to present their case in person to ATSEC.

11.8 A reconsidered case occurs when ATSEC has:

- a) reduced a Department Chair's increment recommendation to unsatisfactory performance, or
- b) has disagreed with the Department Chair's recommendation for promotion.

In these cases, the staff member with Career Status shall be provided with the opportunity to present their case in person to a reconvened ATSEC.

11.9 A staff member who is provided with the opportunity to present their case in person to ATSEC shall be advised that they may consult with the Association. The staff member shall have the right to be accompanied by an advisor, but not legal counsel.

11.10 A staff member with Career Status who receives either a decision of unsatisfactory performance or denial of promotion by ATSEC shall have recourse to the Provost, whose decision shall be final and binding.

**Unacceptable Performance for Career Status**

11.11 A designation of unacceptable performance for a staff member with Career Status occurs when they receive a second recommendation of unsatisfactory performance, having received a first decision of unsatisfactory performance in either of the two preceding years.

11.12 The appointment contract of a staff member with Career Status with unacceptable performance may be terminated.

11.13 When a Department Chair makes a

<p style="text-align: center;"><b>Article 27: Layoff</b></p> <p>27.01 This Article shall not apply to those staff members whose appointments terminate by the end of a current academic year (June 30) nor shall it apply to those staff members appointed to the Spring Session or Summer Session staff. In addition, it does not apply to appointments of staff members which are cancelled due to the cancellation of courses under 6.10.</p> <p>27.02 In the case of staff members other than those excluded under 27.01, if the appointing officer determines that the need for the appointment of a staff member no longer exists or that funding for the appointment is no longer available or is insufficient, the appointing officer shall so advise</p>	<p>recommendation of unacceptable performance to ATSEC, the staff member shall be provided with the opportunity to present their case in person to ATSEC as a contested case.</p> <p>11.14 When ATSEC has reduced a Department Chair's increment recommendation to unacceptable performance, the staff member shall be provided with the opportunity to present their case in person to ATSEC as a reconsidered case.</p> <p>11.15 The staff member who is provided with the opportunity to present their case in person to ATSEC shall be advised that they may consult with the Association. The staff member shall have the right to be accompanied by an advisor, but not legal counsel.</p> <p>11.16 Before making the determination under Article 11.12 to terminate the appointment of a staff member with unacceptable performance, the Department Chair shall consult with an Administration Advisor. The Administration Advisor shall advise the Association of the decision to terminate the appointment.</p> <p>11.17 The staff member shall be provided with written notice from ATSEC to terminate the appointment. The Association shall be present when the staff member receives the written notice.</p> <p>11.18 In the case of unacceptable performance for a staff member with Career Status, where the decision is dismissal, the Provost shall state the effective date of termination.</p> <p>11.19 The decision to terminate the appointment of a staff member with Career Status for unacceptable performance is subject to the Grievance Procedures established in Article 14.</p> <p style="text-align: center;"><b>Article 12: Notice Period and Layoff</b></p> <p>12.1 For the purpose of this Article, a layoff is providing notice of the end date of a Career Status appointment or the termination of a Term 12 Status appointment prior to the end date of the appointment period and may result if:</p> <ul style="list-style-type: none"> <li>a) The duties described in the position profile are no longer required;</li> <li>b) The staff member no longer has the qualifications required to carry out the responsibilities following a change in the position profile; or</li> </ul>
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	<p>the staff member, in writing, and the appointment of the staff member shall terminate under the terms and conditions of 27.03. A copy of the notice shall be sent to the Association.</p>
<p>27.03</p>	<p>Prior to sending the notice, the appointing officer shall meet with the staff member to discuss the recommendation. The staff member shall have the right to be accompanied at such a meeting by a representative of the Association.</p>
<p>27.04</p>	<p>If an appointment of a staff member is terminated under 27.02, the following conditions shall govern notice and severance:</p> <ul style="list-style-type: none"> <li>a) The notice period shall be three months;</li> <li>b) Where the staff member's service to the University up to the date of termination advice under 27.02 is less than one year, the staff member shall not be entitled to severance upon termination;</li> <li>c) Where the staff member's service to the University up to the date of termination advice under 27.02 is one year or more, the staff member shall be entitled to severance of one month's salary for each year of service, to a maximum of nine months' salary;</li> <li>d) Notwithstanding the foregoing, the appointing officer may offer the staff member whose appointment is being terminated under the Article an alternative appointment and, if so, a new contract shall be entered into between the University and the staff member and the rules under this Article shall be amended appropriately.</li> </ul> <p>c) The funding for the appointment is insufficient or is no longer available.</p> <p>12.2 The formal notice period for layoff of a staff member shall be:</p> <ul style="list-style-type: none"> <li>a) 12 months for Career Status appointments; or</li> <li>b) 3 months for Term 12 Status appointments.</li> </ul> <p>12.3 The Department Chair shall provide the written recommendation of a layoff to the Dean which shall include:</p> <ul style="list-style-type: none"> <li>a) The appropriate reason for the lay-off in accordance with Article 12.1;</li> <li>b) The effective date of the lay-off; and</li> <li>c) Details of efforts made to seek alternative appointments that would minimize negative impacts on the staff member.</li> </ul> <p>12.4 Where the recommendation of the Department Chair is layoff of the staff member, the Department Chair and/or the Dean shall first consult with an Administration Advisor. The Administration Advisor shall advise the Association of the layoff recommendation.</p> <p>12.5 The Dean and the Department Chair shall prepare a written decision of a layoff which shall be provided to the staff member at a meeting with the Department Chair, the staff member, an Administration Advisor and the Association.</p> <p>12.6 The purpose of the meeting under Article 12.5 shall be to discuss:</p> <ul style="list-style-type: none"> <li>a) The details of the layoff and of the efforts made to minimize negative impacts on the staff member; and</li> <li>b) 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 Department Chair shall decide which of the foregoing shall apply.</li> </ul> <p>12.7 The effective date of the start of the formal notice period shall be the day after the date of the decision letter.</p> <p>12.8 Layoff under this Article shall not be considered</p>

nor presented as dismissal for cause.

- 12.9 Entitlement to severance due to the layoff of a staff member with Term 12 Status is one month's salary for each full year of continuous service to the University, to a maximum of 9 months' salary. The effective date of the layoff and the date for determining length of service and rate of salary shall be the last day of the formal notice period under Article 12.7.
- 12.10 Severance shall normally be paid in a lump sum.
- 12.11 The decision of the Dean to terminate the Career or Term 12 appointment due to layoff is subject to the Grievance Procedures established in Article 14.
- 12.12 A staff member with Term 8R or Term 8 or Instructor Status shall not be subject to layoff. In the case of circumstances described in Article 12.1, the appointment shall end on the date stipulated in the Letter of Appointment without the need for further notice or severance from the University.
- 12.13 Should an appointment from which a staff member has been laid off be reinstated or an appointment with substantially the same duties as that appointment be established in the same Department within 16 months of the date on which the previous incumbent was laid off, the previous incumbent shall be offered the appointment.

**Article 13: Discipline**

**Administrative Discipline**

- 13.01 The Association acknowledges the administrative responsibilities and functions of the Board to impose discipline, in particular, the delegation of disciplinary powers and duties to appropriate officers (Department Chairs and Deans) as provided for in Article 4 of the Agreement. Accordingly, Deans and Department Chairs may investigate the actions of staff members and take appropriate disciplinary action when such discipline is warranted.
- 13.02 In the event that the officer imposes discipline, the penalties imposed shall conform with those set out in 14.07 and shall be subject to grievance under Article 24.

**Article 14: Complaints**

**Written Complaints About Staff Members**

**Article 13: Complaints**

**Administrative Discipline**

- 13.1 The Association acknowledges the administrative responsibilities and functions of the Board to impose discipline and, in particular, the delegation of disciplinary powers and duties to appropriate officers (Department Chairs and Deans) in accordance with Article 4. Accordingly, Deans and Department Chairs may investigate the actions of staff members and take appropriate disciplinary action when such discipline is warranted.
- 13.2 In the event that the officer imposes discipline, the penalties imposed shall conform with those set out in Article 13.12 and shall be subject to grievance under Article 14.

**Written Complaints About Staff Members**

<p>14.01 Any person may make a written complaint to the Provost about the conduct of a staff member, including in the complaint a description of the act or omission complained about.</p> <p><b>Notifying the Staff Member of the Complaint</b></p> <p>14.02 On receipt of a written complaint, the Provost shall:</p> <ul style="list-style-type: none"> <li>a) send a copy of it to the staff member; and,</li> <li>b) inform in writing the staff member of his or her right to ask for advice from the Association</li> </ul> <p><b>Response to the Complaint</b></p> <p>14.03 The staff member may make written response to the complaint to the Provost within 10 days of the date the staff member receives it.</p> <p><b>Meeting to Discuss the Report and Response</b></p> <p>14.04 The Provost shall offer to meet with the staff member concerned.</p> <p>14.05 Both the Provost and the staff member may have an advisor at the meeting, but each party shall, not later than the day before the meeting is to be held, inform the other who the advisor will be.</p> <p><b>Decision of the Provost</b></p> <p>14.06 Whether or not there is any response or any meeting, the Provost shall,</p> <ul style="list-style-type: none"> <li>a) dismiss the complaint; or</li> <li>b) penalize the staff member in accordance with 14.07, stating the effective date on which the penalty is imposed. Such decision shall be final and binding, subject to 14.13.</li> </ul> <p>14.07 The penalty may include one or more of the following:</p> <ul style="list-style-type: none"> <li>a) a letter of reprimand;</li> <li>b) a fine;</li> <li>c) a reduction in salary;</li> <li>d) suspension with or without pay;</li> <li>e) dismissal; or</li> <li>f) other appropriate penalty.</li> </ul> <p>14.08 Provost shall advise the staff member of the decision, in writing, and shall inform the complainant and the Association of the decision.</p>	<p>13.3 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 about which the complaint is being made.</p> <p><b>Notifying the Staff Member of an Accepted Complaint</b></p> <p>13.7 On receipt of a written complaint, the Provost shall:</p> <ul style="list-style-type: none"> <li>a) Send a copy of it to the staff member and</li> <li>b) inform the staff member, in writing, of their right to ask for advice from the Association;</li> </ul> <p><b>Response to the Complaint</b></p> <p>13.8 The staff member may make written response to the complaint to the Provost within 10 days of the date the staff member receives it.</p> <p><b>Meeting to Discuss the Report and Response</b></p> <p>13.9 The Provost shall offer to meet with the staff member concerned.</p> <p>13.10 Both the Provost and the staff member may have an advisor at the meeting, but each party shall, not later than the day before the meeting is to be held, inform the other who the advisor will be.</p> <p><b>Decision of the Provost</b></p> <p>13.11 Whether or not there is any response or any meeting, the Provost shall either,</p> <ul style="list-style-type: none"> <li>a) Dismiss the complaint; or</li> <li>b) Penalize the staff member in accordance with Article 13.12, stating the effective date on which the penalty is imposed.</li> </ul> <p>Such decision shall be final and binding, subject to Article 13.16.</p> <p>13.12 The penalty may include one or more of the following:</p> <ul style="list-style-type: none"> <li>a) A letter of reprimand;</li> <li>b) A fine;</li> <li>c) A reduction in salary;</li> <li>d) Suspension with or without pay;</li> <li>e) Dismissal; or</li> <li>f) Other appropriate penalty.</li> </ul>
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<p><b>Staff Member’s Request for Arbitration Reference</b></p> <p>14.09 If the decision of the Provost is to impose a penalty, the staff member may, in writing, request the Association to refer the matter to arbitration, but the request may only be made within 10 days of the date that the decision was delivered to the staff member.</p> <p><b>Association’s Options</b></p> <p>14.10 On receipt of a request by a staff member to refer a matter to arbitration, the Association may:</p> <ul style="list-style-type: none"> <li>a) take no action on the matter; or</li> <li>b) refer to arbitration the decision or the penalty, or both.</li> </ul> <p>14.11 Within 20 days of receiving a request by the staff member to do so, the Association shall inform the Provost by written notice whether or not it wishes the decision, the penalty or both to be referred to arbitration.</p> <p>14.12 Article 26 applies to a matter referred to arbitration under this Article.</p> <p><b>Effective Date of Penalty</b></p> <p>14.13 The effective date of the penalty shall be determined by the Provost in making the decision in 14.07 unless 14.14 applies.</p> <p>14.14 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:</p> <ul style="list-style-type: none"> <li>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</li> <li>b) in cases alleging abandonment of employment.</li> </ul> <p style="text-align: center;"><b>Article 24: Grievance</b></p> <p>24.01 A grievance is an allegation that there has been a violation or improper application of the terms of</p>	<p>13.13 The Provost shall advise the staff member of the decision, in writing, and shall inform the complainant and the Association of the decision.</p> <p><b>Staff Member’s Request for Arbitration Reference</b></p> <p>13.14 If the decision of the Provost is to impose a penalty, the staff member may request, in writing, that the Association refer the matter to arbitration, but the request may only be made within 10 days of the date that the decision was delivered to the staff member.</p> <p><b>Association’s Options</b></p> <p>13.15 On receipt of a request by a staff member to refer a matter to arbitration, the Association may:</p> <ul style="list-style-type: none"> <li>a) Take no action on the matter; or</li> <li>b) Refer to arbitration the decision or the penalty, or both.</li> </ul> <p>13.16 Within 20 days of receiving a request by the staff member to do so, the Association shall inform the Provost by written notice whether or not it wishes the decision, the penalty or both to be referred to arbitration.</p> <p>13.17 Article 27 applies to a matter referred to arbitration under this Article.</p> <p><b>Effective Date of Penalty</b></p> <p>13.18 The effective date of the penalty shall be determined by the Provost in making the decision in Article 13.12 unless Article 13.19 applies.</p> <p>13.19 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:</p> <ul style="list-style-type: none"> <li>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</li> <li>b) In cases alleging abandonment of employment.</li> </ul> <p style="text-align: center;"><b>Article 14: Grievance</b></p> <p>14.1 A grievance is an allegation that there has been</p>
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<p>this Agreement.</p>	<p>a violation or improper application of the terms of this Agreement.</p>
<p>24.02 Disputes, for which there are specific dispute resolution mechanisms provided in this Agreement (8.08, 9.07, 14.10-14.12, 16.10, 25.03, 26), shall not be resolved by the procedures under this Article.</p>	<p>14.2 Disputes, for which there are specific dispute resolution mechanisms provided in this Agreement, shall not be resolved by the procedures under this Article.</p>
<p>24.03 A grievance may be initiated by the Association a) at its own behest, b) on behalf of a staff member, or c) on behalf of a group of staff members.</p>	<p>14.3 A grievance may be initiated by the Association:</p> <p>a) At its own behest;</p>
<p>24.04 The grievance process shall be initiated by the Association within 60 days of the date on which the violation or improper application is alleged to have occurred.</p>	<p>b) On behalf of a staff member; or</p> <p>c) On behalf of a group of staff members.</p>
<p>24.05 The grievance process is as follows:</p>	<p>14.4 The grievance process shall be initiated by the Association within 60 days of the date on which the violation or improper application is alleged to have occurred, or within 60 days of the date on which the Association should reasonably have learned that the action or omission had occurred.</p>
<p>24.05.1 a) Before submitting a formal grievance, the Association shall attempt to resolve the matter by meeting with the appropriate Department Chair.</p> <p>b) The Department Chair shall consider the matter and within 15 days of any meeting under a), shall submit a written report to the Association.</p> <p>c) If the Association accepts any proposal for resolution in the report under b), the matter ends; if not, the matter shall proceed under 24.05.2.</p>	<p>14.5 The grievance process is as follows:</p> <p>a) Before submitting a formal grievance, the Association shall attempt to resolve the matter by meeting with the appropriate Department Chair.</p> <p>b) The Department Chair shall consider the matter and, within 15 days of any meeting under Article 14.5 (a), shall submit a written report to the Association.</p> <p>c) If the Association accepts any proposal for resolution in the report under Article 14.5 (b), the matter ends; if not, the matter shall proceed under Article 14.6.</p>
<p>24.05.2 a) If the matter is not resolved under 24.05.1, the Association may, within 15 days of receipt of the report under 24.05.1(b), submit a formal grievance to the Dean.</p> <p>b) The formal grievance shall have the following components:</p> <p>1) It shall be in writing and refer to the provision in the Agreement which is alleged to have been violated or improperly applied;</p> <p>2) It shall summarize the evidence generating the matter; and</p> <p>3) It shall state the relief or remedy sought.</p> <p>c) The Dean shall investigate the formal</p>	<p>14.6 a) If the matter is not resolved under 14.5, the Association may, within 15 days of receipt of the report under Article 14.5 (b), submit a formal grievance to the Dean.</p> <p>b) The formal grievance shall have the following components:</p> <p>i. It shall be in writing and refer to the provision in this Agreement which is alleged to have been violated or improperly applied;</p> <p>ii. It shall summarize the evidence generating the matter; and</p> <p>iii. It shall state the relief or remedy sought.</p>

<p>grievance and, within 15 days of receipt of the formal grievance, shall submit a written report, including a recommendation for resolution, to the Association.</p> <p>d) If the Association accepts the recommendation under (c), the matter ends; if not, the matter shall proceed under 24.05.3 or under 24.05.1.</p> <p>24.05.3 a) If the Association does not accept the recommendation of a Dean under 24.05.2(c), it may refer the matter to the Provost, provided such referral is within 15 days of receipt of the report under 24.05.2(c).</p> <p>b) The Association and the Provost shall meet within 10 days of referral under a) to attempt to resolve the matter.</p> <p>c) If no resolution is made under (b), either the Association or the Provost may, within 30 days of agreeing to disagree, refer the matter to arbitration under Article 29.</p> <p>24.06 All dates and times in this Article may be varied by the mutual consent of the parties.</p> <p>24.07 Failure of either party to act within the time periods required by this Article, or as altered by 24.06, may, within 5 days of such failure, be drawn to the attention of the party failing to act. If the Association does not respond within 10 days, the failure to act shall indicate acceptance of any proposed resolution. If an administrator does not respond, the Association may proceed to arbitration under Article 29.</p>	<p>c) The Dean shall investigate the formal grievance and, within 15 days of receipt of the formal grievance, shall submit a written report, including a recommendation for resolution, to the Association.</p> <p>d) If the Association accepts the recommendation under Article 14.6 (c), the matter ends; if not, the matter shall proceed under Article 14.7.</p> <p>14.7 a) If the Association does not accept the recommendation of a Dean under Article 14.6 (c), it may refer the matter to the Provost, provided such referral is within 15 days of receipt of the report under Article 14.6 (c).</p> <p>b) The Association and the Provost shall meet within 10 days of referral under Article 14.7 (a) to attempt to resolve the matter.</p> <p>d) If no resolution is made under Article 14.7 (b), either the Association or the Provost may, within 30 days of agreeing to disagree, refer the matter to arbitration under Article 27.</p> <p>14.8 All dates and times in this Article may be varied by the mutual consent of the parties.</p> <p>14.9 Failure of either party to act within the time periods required by this Article, or as altered by Article 14.8 may, within 5 days of such failure, be drawn to the attention of the party failing to act. If the Association does not respond within 10 days, the failure to act shall indicate acceptance of any proposed resolution. If an administrator does not respond, the Association may proceed to arbitration under Article 27.</p>
<p style="text-align: center;"><b>Article 15: Termination</b></p> <p>15.01 The term of an appointment shall be indicated on the letter of appointment (Appendix B). There is no obligation on the University to extend the appointment beyond that term or to reappoint the staff member.</p> <p>15.02 A staff member may resign during the term of appointment. The staff member is encouraged to give one (1) month's notice, in writing, to the Dean or the Provost who made the original appointment.</p> <p>15.03 On termination, a staff member must return all University property to the appropriate departmental officer.</p>	<p style="text-align: center;"><b>Article 15: Termination</b></p> <p>15.1 The term of an appointment shall be indicated on the Letter of Appointment (Appendix A). The University is under no obligation to extend the appointment beyond that term or to reappoint the staff member.</p> <p>15.2 A staff member may resign or retire during the term of their appointment contract by submitting written notice to the Department Chair. The staff member shall provide as much notice as possible before the effective date of the resignation or retirement.</p> <p>15.3 On termination, a staff member must return all</p>

<p><b>Article 23: Indebtedness to the University</b></p> <p>23.01 A staff member may, from time to time, be under a financial obligation to the Board. Without restricting the generality of the foregoing, examples of such obligations may include travel advances not used or returned, unauthorized personal expenditures on University credit cards, and over expenditures on university accounts for which the staff member has signing authority.</p> <p>23.02 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.</p> <p>23.03 If the staff member does not respond within 30 days to make arrangements to discharge the obligation, the Board may deduct the amount owing from the salary due and payable to the staff member.</p>	<p>University property to the appropriate departmental officer.</p> <p><b>Article 16: Indebtedness to the University</b></p> <p>16.1 A staff member may, from time to time, be under a financial obligation to the Board. Without restricting the generality of the foregoing, examples of such obligations may include travel advances not used or returned, unauthorized personal expenditures on University credit cards, and over expenditures on university accounts for which the staff member has signing authority.</p> <p>16.2 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.</p> <p>16.3 If the staff member does not respond within 30 days to make arrangements to discharge the obligation, the Board may deduct the amount owing from the salary due and payable to the staff member.</p>
<p><b>Article 16: Compensation Negotiations</b></p> <p>16.01 The Board and the Association shall negotiate a salary schedule and a program of benefits.</p> <p>16.02 Negotiations shall normally be for one-year agreements, but, with the consent of both parties to this Agreement, multiple year agreements may be negotiated.</p> <p>16.03 By December 15 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.</p> <p>16.04 By January 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.</p> <p>16.05 The negotiating teams shall meet as necessary to negotiate in good faith towards settlement of the items for negotiation and may amend or alter the lists of items in attempts to reach settlement.</p> <p>16.06 During the course of negotiations, the negotiating teams may ask a mediation officer to join the negotiating sessions with a view to assisting the negotiators reach a settlement. Should it prove impossible to agree to a mediator, the negotiators shall apply to the Director, Mediation Services,</p>	<p><b>Article 17: Compensation Negotiations</b></p> <p>17.1 The Board and the Association shall negotiate a salary schedule and a program of benefits.</p> <p>17.2 Negotiations shall normally be for one-year agreements, but, with the consent of both parties to this Agreement, multiple year agreements may be negotiated.</p> <p>17.3 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.</p> <p>17.4 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.</p> <p>17.5 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.</p> <p>17.6 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.</p>

<p>Department of Labour, Province of Alberta, requesting that a mediator be appointed.</p> <p>16.07 Benefit programs listed in Article 18 and Appendix H which are not amended in negotiations shall remain in effect in the following year.</p> <p>16.08 Where a settlement has been reached, the negotiating teams shall refer it to the Board and to the Association for ratification.</p> <p>16.09 If either the Board or the Association fails to ratify the settlement, the negotiating teams shall be reconvened to attempt to reach a revised settlement; such renegotiations shall not exceed four weeks from the date on which ratification failed.</p> <p>16.10 If the negotiating teams fail to reach a settlement by April 15, or fail to reach a settlement after reconvening under 16.09, the parties shall refer outstanding issues for resolution by final offer selection in accordance with the procedures of Article 26.</p> <p>16.11 All dates and times established by this Article and in 26.10 may be varied by the mutual written consent of the negotiating teams.</p>	<p>Should it prove impossible to agree to a mediator, the negotiators shall apply to the Province of Alberta, requesting that a mediator be appointed.</p> <p>17.7 Benefit programs listed in Article 19 and Appendix E which are not amended in negotiations shall remain in effect in the following year.</p> <p>17.8 Where a settlement has been reached, the negotiating teams shall refer it to the Board and to the Association for ratification.</p> <p>17.9 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 4 weeks from the date on which ratification failed.</p> <p>17.10 If the negotiating teams fail to reach a settlement by March 1, or fail to reach a settlement after reconvening under Article 17.9, the parties shall refer outstanding issues for resolution by final offer selection in accordance with the procedures of Article 27.</p> <p>17.11 All dates and times established by this Article and in Article 27.10 may be varied by the mutual written consent of the negotiating teams.</p>
<p style="text-align: center;"><b>Article 17: Salaries</b></p>	<p style="text-align: center;"><b>Article 18: Salaries</b></p>
<p>17.01 The minimum salary for those staff members who are full-time shall be in accordance with the salary schedule in Appendix I. There are two salary levels:</p> <p>a) For those who hold the PhD or equivalent professional qualifications. A staff member who has fulfilled requirements for the PhD, is cleared for convocation, or provides proof of convocation shall be deemed to hold the degree. An adjustment in salary shall be made in the next academic year.</p> <p>b) For those who do not hold the PhD or equivalent professional qualifications.</p> <p>17.02 Subject to 17.03, the minimum salary for a one-term, 3-credit course, for those staff members who are part-time, shall be:</p> <p>a) For those who hold the PhD or equivalent professional qualification: 10% of the minimum annual salary on the salary schedule for staff members who are full-time and hold the PhD or equivalent professional qualifications. A staff member who has</p>	<p>18.1 The salary schedule, negotiated in accordance with Article 17.1, shall be in accordance with the Salary Levels and Ranges attached in Appendix E.</p> <p>18.2 Salaries shall be paid monthly in arrears.</p> <p><b>Minima</b></p> <p>18.3 The rates in Article 18.1 are minima. Salary levels above the minimum shall continue to be possible.</p>

fulfilled requirements for the PhD, is cleared for convocation, or provides proof of convocation shall be deemed to hold the degree. An adjustment in salary shall be made in the next academic year.

- b) For those who do not hold the PhD or equivalent professional qualification: 10% of the minimum annual salary on the salary schedule for staff members who are full-time and do not hold the PhD or equivalent professional qualifications.
- c) For courses which are less than or more than 3-credit, the salary minima are adjusted proportionally.

### **Special Registrations**

- 17.03.1 The salary for a staff member teaching a 3-credit course through Special Registrations during the Fall and Winter terms shall be the rate provided in accordance with the formula in 17.02. The salary for a staff member teaching a 3-credit course through Special Registrations in Spring and Summer terms shall be the rate provided in accordance with the formula in 17.02 in effect for the previous Fall and Winter terms. If a staff member has a regular teaching appointment in the Fall or Winter terms and has an additional appointment in Special Sessions within the same department, the per course salary rate of the staff member in Special Sessions shall be at the same salary level as the staff member's rate in the previous Winter or Fall term.
- 17.03.2 If a staff member's regular teaching load during the Fall and Winter terms, when combined with courses taught through Special Registrations during the Fall and Winter terms is considered to be full-time by the staff member's home department, the staff member may be eligible for benefits. It is incumbent upon the staff member to inform his/her home department, of any other courses being taught that would affect the staff member's eligibility for benefits, the cost for which would be pro-rated across departments and Special Registrations.

### **Minima**

- 17.04.1 The rates in articles 17.01 to 17.02 are minima. Salary levels above the minimum shall continue to be possible.
- 17.04.2 Salary levels shall be determined and paid in accordance with the guidelines outlined in Appendix G.

<b>Article 18: Benefits</b>	<b>Article 19: Benefits</b>
<p>18.01 The Board and the Association have, through negotiations, provided various benefit programs for staff members. A Benefits Guide shall be published from time to time to provide detailed information about these programs. In the case of insured benefit programs, details of such are subject to the contracts between the Board and the carrier; however, the Association shall be consulted on such contracts and changes thereto and on changes of carriers. A copy of all insurance contracts and other benefit policies shall be provided to the Association.</p>	<p>19.1 Benefits programs, as negotiated from time to time in accordance with Article 17.1, shall be administered in accordance with the advice and direction of the Academic Benefits Management Committee.</p> <p>A description of all benefit programs, approved by the Academic Benefits Management Committee, will be made available to all staff members.</p> <p>19.2 A copy of all insurance contracts and other benefit policies shall be provided to the Association.</p>
<b>Statutory Benefits</b>	<b>Statutory Benefits</b>
<p>18.02 In accordance with federal and provincial statutes, the Board provides statutory benefits, including:</p> <ul style="list-style-type: none"> <li>a) Canada Pension Plan;</li> <li>b) Employment Insurance; and</li> <li>c) Workers' Compensation.</li> </ul>	<p>19.3 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.</p>
<p>18.03 If required by law, contributions from staff members to statutory benefits shall be deducted from salary cheques.</p>	
<p>18.04 Except for 18.02 and 18.03 (Statutory Benefits), Article 18 shall not apply to staff members appointed to Special Registrations.</p>	
<b>Vacation</b>	<b>Vacation</b>
<p>18.05.1 Each staff member whose term of appointment is for twelve months or longer shall be entitled to an annual vacation of twenty-two days.</p>	<p>19.4 A staff member with Career and Term 12 Status shall be entitled to an annual vacation of 22 days, which shall be pro-rated accordingly for part-time appointments. The following conditions shall apply:</p>
<p>18.05.2 Each staff member whose appointment is for less than twelve months shall receive pay in lieu of vacation equal to 4 percent of salary payable.</p>	<ul style="list-style-type: none"> <li>a) The time of vacation shall be approved by the Department Chair. If there is a dispute with respect to vacation time, the staff member shall have recourse to the Dean, whose decision shall be final and binding;</li> </ul>
<p>18.05.3 The time of vacation shall be approved by the Department Chair. Disputes concerning vacation time shall be referred to the Dean; disputes not resolved by the Dean shall be referred to the Provost for resolution and the decision of the Provost shall be final and binding.</p>	<ul style="list-style-type: none"> <li>b) Every effort shall be made to utilize vacation earned within the year that it has been accrued and unused vacation may be carried forward from year to year only with the advance written consent of the Dean;</li> </ul>
<p>18.05.4 Salary in lieu of vacation shall not be paid to staff members except as indicated in 18.05.2 or in the</p>	<ul style="list-style-type: none"> <li>c) A resigning, or retiring, staff member shall receive an amount in lieu of vacation time</li> </ul>

<p>event that a staff member leaves the employ of university during a teaching term, in which case the staff member shall be paid vacation earned and not taken since the preceding July 1.</p> <p>18.05.5 Unused vacation time may not be carried forward from year to year without the advance written consent of the Dean.</p>	<p>not taken, but such amount shall not exceed one year's vacation entitlement. The amount shall be based on the salary rate as of the effective date of the resignation or retirement.</p> <p>19.5 A staff member with Term 8R, Term 8 or Instructor Status shall receive pay in lieu of vacation equal to 4 % of salary payable.</p>
<p><b>Pension</b></p> <p>18.06.1 A staff member who was appointed to the staff on or after January 1, 2001, whose appointment is for one year or longer and whose annual salary rate is at least 35% of the Yearly Maximum Pensionable Earnings (YMPE) as defined in the Canada Pension Plan, is required to participate in the Universities Academic Pension Plan (UAPP) on appointment.</p> <p>18.06.2 A staff member whose appointment term is less than one year shall participate in the UAPP when:</p> <ol style="list-style-type: none"> <li>a) the staff member has contiguous terms of appointments (without any break between the appointments) which total at least two years at the start of any new contract period; and</li> <li>b) the staff member has earned in respect of the employment with the University of Alberta at least 35% of the YMPE in each of the two consecutive calendar years immediately prior to the date the employee meets the condition in a) above.</li> </ol> <p>18.06.3 For staff members appointed prior to January 1, 2001, special arrangements are in effect for UAPP participation.</p>	<p><b>Universities Academic Pension Plan (UAPP)</b></p> <p>19.6 A staff member shall be eligible to participate in the UAPP in accordance with the UAPP Sponsorship and Trust Agreement.</p> <p>19.7 The Board and the staff member shall contribute to UAPP, the latter through deductions from salary, in accordance with the UAPP Sponsorship and Trust Agreement.</p>
<p><b>Benefits</b></p> <p>18.08 A staff member whose appointment is for 8 months or longer and who is full-time, shall participate in the benefit plans set out in Appendix H, in accordance with eligibility restrictions stated therein. These benefits are Alberta Health Care Insurance, Supplementary Health Care, Professional Expense Reimbursement, Remission of Tuition Fees, Life Insurance, Dental Care, and Long Term Disability Insurance.</p> <p>18.09.1 A staff member whose appointment is either 1) part-time or 2) full-time and less than 8 months in duration is currently not eligible for the benefit programs.</p> <p>18.09.2 Notwithstanding 18.09.1, above, if a staff</p>	<p><b>Benefits</b></p> <p>19.8 A full-time staff member with Career, Term 12, Term 8R or Term 8 Status, shall participate in the benefit plans set out in Appendix E, in accordance with eligibility restrictions stated therein.</p> <p>19.9 A part-time staff member with Career or Term Status or with full-time or part-time Instructor Status shall receive pay in lieu of benefits programs equal to 3% of salary payable.</p> <p>19.10 Notwithstanding Article 19.9, if a staff member has concurrent, multiple part-time appointments which together constitute a full-time workload for at least 8 consecutive months, the staff member may be eligible for benefits. It is incumbent upon the staff member to inform their home department of any other appointments that would affect the staff member's eligibility for benefits, the cost for which would be pro-rated across departments.</p>

<p>member's part-time teaching load during the Fall and Winter terms, when combined with courses taught in other departments or through Special Registrations during the Fall and Winter terms is considered to be full-time by the staff member's home department, the staff member may be eligible for benefits. It is incumbent upon the staff member to inform his/her home department of any other courses being taught that would affect the staff member's eligibility for benefits, the cost for which would be pro-rated across departments and Special Registrations, if applicable.</p> <p>18.10 In lieu of the benefit programs, the Board shall pay to a staff member whose appointment is part-time or is for less than 8 months in duration, an amount equal to 3% of salary.</p>	
<p><b>Eligibility</b></p> <p>18.11 A staff member who has reached the age of 65 shall not be eligible for benefits under Alberta Health Care, Supplementary Health Care, Dental Care, Life Insurance, and Disability Benefits, and shall be required to coordinate other benefits with benefits provided by governments.</p> <p>18.12 A staff member who has been granted leave with full pay or childbirth leave shall remain eligible for full participation in the benefit programs under this Article.</p> <p>18.13 A staff member who is not eligible for Alberta Health Care because of a failure to meet residency requirements is not eligible for coverage under Alberta Health Care or Supplementary Health Care. Such a staff member is eligible to participate in the University's Health Insurance Plan as set out in Appendix H in accordance with eligibility restrictions stated therein.</p>	<p><b>Eligibility</b></p> <p>19.11 A staff member who has reached the age of 65 shall not be eligible for benefits under Alberta Health Care, Supplementary Health Care, Dental Care, Life Insurance, and Disability Benefits, and shall be required to coordinate other benefits with benefits provided by governments.</p> <p>19.12 A staff member who has been granted leave with full pay or childbirth leave shall remain eligible for full participation in the benefit programs under this Article.</p> <p>19.13 A staff member who is not eligible for Alberta Health Care because of a failure to meet residency requirements is not eligible for coverage under Alberta Health Care or Supplementary Health Care. Such a staff member is eligible to participate in the University's Health Insurance Plan as set out in Appendix E in accordance with eligibility restrictions stated therein.</p>
<p><b>Removal Grants</b></p> <p>6.06 A staff member appointed on a full-time basis upon appointment may be eligible for a removal grant toward expenses necessarily and reasonably incurred in moving to Edmonton which shall be based on removal from the place of residence. Regulations governing removal grants shall be established from time to time by the Board after consultation with the Association and are appended to this Agreement as Appendix C.</p>	<p><b>Removal Grants and Allowances</b></p> <p>19.14 A full-time staff member with Career or Term Status, upon appointment, may be eligible for a removal grant toward expenses necessarily and reasonably incurred in moving to a new primary residence when relocating from a residence greater than 50 kms from a University campus. Regulations governing removal grants shall be established from time to time by the Board after consultation with the Association and are appended to this Agreement as Appendix E.</p> <p>19.14 When circumstances permit, a staff member upon appointment may be eligible for a removal</p>



<p style="text-align: center;"><b>Article 19: Death in Service</b></p> <p>19.01 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, but shall not exceed the salary payable from the date of death to the end of the contract of appointment. Such payment shall be in full payment of salary and vacation entitlement.</p> <p>19.02 Pending further decision of the Board with notice to staff members, the Board shall provide an insurance policy which shall pay to the estate of the staff member or to the staff member the sum of \$100,000.00 for any accident resulting in death or up to \$100,000.00 for any accident resulting in dismemberment or loss of sight in consequence of and during the course of any trip while on University business, subject always to the terms and conditions of the insurance policy. Details may be obtained from the Financial Services Office.</p> <p style="text-align: center;"><b>Article 20: Medical Leave</b></p> <p>20.01.1 In this Article:</p> <p style="padding-left: 20px;">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</p>	<p>allowance toward expenses necessarily and reasonably incurred in moving to a new primary residence when relocating from a residence greater than 50 kms from a University campus. The allowance, to the maximum specified by the Dean, shall be paid upon presentation of an account of expenses supported with appropriate receipts. Regulations governing removal allowances shall be established from time to time by the Board after consultation with the Association.</p> <p>19.15 A staff member who voluntarily leaves the service of the University before rendering 12 months service shall be required to refund a portion of the removal allowance; each month’s regular service (exclusive of leave periods) shall be considered as discharging one twelfth of the obligation. In cases where probationary periods are less than 12 months the obligation shall be discharged in a proportionately shorter period.</p> <p style="text-align: center;"><b>Article 20: Death in Service</b></p> <p>20.1 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, but shall not exceed the salary payable from the date of death to the end of the contract of appointment. Such payment shall be in full payment of salary and vacation entitlement.</p> <p>20.2 Pending further decision of the Board with notice to staff members, the Board shall provide an insurance policy which shall pay to the estate of the staff member or to the staff member the sum of \$100,000.00 for any accident resulting in death or up to \$100,000.00 for any accident resulting in dismemberment or loss of sight in consequence of and during the course of any trip while on University business, subject always to the terms and conditions of the insurance policy. Details may be obtained from the Financial Services Office.</p> <p style="text-align: center;"><b>Article 21: Medical Leave</b></p> <p>21.1 In this Article:</p> <p style="padding-left: 20px;">a) <b>Medical leave</b> 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</p>
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<p>the commencement of the sickness or injury; and</p> <p>b) “medical certificate” means a certificate verifying the medical condition signed by a qualified physician.</p> <p>20.01.2 In this Article, 20.02 to 20.07 apply to staff members on full-time contracts for 12 months or longer and 20.08 to 20.11 apply to staff on part-time appointments or full-time appointments for fewer than 12 months.</p> <p>20.01.3 Notwithstanding the following, a staff member’s entitlement to medical leave shall not extend beyond the end date of the staff member’s contract of appointment.</p>	<p>prior to the commencement of the sickness or injury; and</p> <p>b) <b>Medical certificate</b> means a certificate verifying the medical condition signed by a qualified physician.</p> <p>21.2 Notwithstanding the following, a staff member’s entitlement to medical leave shall cease on the end date stipulated in the Letter of Appointment.</p>
<p><b>Staff Members on Full-time Appointments for 12 Months or Longer</b></p>	<p><b>Medical Leave for Staff Members with Full-time Career and Term 12 Status</b></p>
<p>20.02 Medical leave for fewer than 20 days is a departmental matter. The staff member shall inform the Department Chair of the medical leave and provide an estimate of its duration. The Department Chair may require the staff member to provide a medical certificate.</p> <p>20.03 If a staff member has been on medical leave and absent from duties for 20 days or if the staff member expects that the medical leave will result in an absence of more than twenty days, a medical certificate shall be filed with the Department Chair. The medical certificate shall specify the nature of the leave and provide an estimate of the duration of the absence.</p> <p>20.04 The Department Chair shall provide a copy of the medical certificate to the Dean and to the Provost. Subject to 20.13, the Provost 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.</p> <p>20.05 During medical leave, the staff member shall remain on full pay and benefits.</p> <p>20.06 A staff member is eligible for medical leave under this Article for no longer than 26 weeks in aggregate for each sickness or injury. A new medical leave is deemed to have occurred if there has been a period of at least 26 consecutive weeks of service following a previously authorized medical leave.</p> <p>20.07 If the medical leave is expected to exceed 26 weeks, in aggregate, the staff member shall apply for disability benefits pursuant to 18.08. If the staff</p>	<p>21.3 Medical leave for fewer than 20 days is a departmental matter. The staff member shall inform the Department Chair of the medical leave and provide an estimate of its duration. The Department Chair may require the staff member to provide a medical certificate.</p> <p>21.4 If a staff member has been on medical leave and absent from duties for 20 days or if the staff member expects that the medical leave will result in an absence of 20 days or more, a medical certificate shall be filed with the Department Chair. The medical certificate shall specify the nature of the leave and provide an estimate of the duration of the absence.</p> <p>21.5 The Department Chair shall provide a copy of the medical certificate to the Dean and to the Provost. Subject to Article 21.13, the Provost shall formally advise the staff member that they are on medical leave, with the effective date of the leave to be the date the staff member was first absent from duties as a result of the illness or injury.</p> <p>21.6 During medical leave, the staff member shall remain on full pay and benefits.</p> <p>21.7 A staff member is eligible for medical leave under this Article for no longer than 26 weeks in aggregate for each sickness or injury. A new medical leave is deemed to have occurred if there has been a period of at least 26 consecutive weeks of service following a previously authorized medical leave.</p> <p>21.8 If the medical leave is expected to exceed 26 weeks, in aggregate, the staff member shall</p>

<p>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.</p>	<p>apply for disability benefits. 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.</p>
<p><b>Staff on Part-time Appointments or Full-time Appointments for Fewer Than 12 Months</b></p>	<p><b>Medical Leave for Part-time Staff Members with Career or Term 12 Status or with Term 8R, Term 8 or Instructor Status</b></p>
<p>20.08 Short term medical leave for fewer than 10 days is a departmental matter. The staff member shall inform the Department Chair of the medical leave and provide an estimate of its duration. The Department Chair may require the staff member to provide a medical certificate.</p>	<p>21.9 Short term medical leave for fewer than 10 days is a departmental matter. The staff member shall inform the Department Chair of the medical leave and provide an estimate of its duration. The Department Chair may require the staff member to provide a medical certificate.</p>
<p>20.09 If a staff member has been on medical leave and absent from duties for 10 days, or if the staff member expects that the medical leave will result in an absence of more than 10 days, a medical certificate shall be filed with the Department Chair and the staff member shall apply for benefits in accordance with the provisions of the Employment Insurance Act. The staff member shall be placed on medical leave without pay.</p>	<p>21.10 If a staff member has been on medical leave and absent from duties for 10 days, or if the staff member expects that the medical leave will result in an absence of 10 days or more, a medical certificate shall be filed with the Department Chair and the staff member shall apply for benefits in accordance with the provisions of the Employment Insurance Act.</p>
<p>20.10 The Department Chair shall provide a copy of the medical certificate to the Dean and to the Provost. Subject to 20.13, the Provost 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.</p>	<p>21.11 The Department Chair shall provide a copy of the medical certificate to the Dean and to the Provost. Subject to Article 21.13, the Provost shall formally advise the staff member that they are on medical leave, with the effective date of the leave to be the date the staff member was first absent from duties as a result of the illness or injury.</p>
<p>20.11 The period of leave on full pay and benefits is limited to a maximum of 10 days.</p>	<p>21.12 The period of leave on full pay and benefits is limited to a maximum of 10 days. For any medical leave greater than 10 days, the staff member shall be placed on medical leave without pay or benefits.</p>
<p><b>Recurrent Illnesses</b></p>	<p><b>Recurrent Illnesses for all Staff Members</b></p>
<p>20.12 A staff member is eligible for medical leave under this Article for no longer than 26 weeks in aggregate for each sickness or injury. A new medical leave is deemed to have occurred if there has been a period of at least 26 weeks of service following a previously authorized medical leave.</p>	<p>21.13 If there is doubt about the medical capability of the staff member to perform the regular University responsibilities, the staff member or the Department Chair may recommend to the Provost that the staff member be examined by a qualified physician. After consultation with the Association, the Provost may require that the staff member be examined by a qualified physician selected by the Provost.</p>
<p>20.13 If there is doubt about the medical capability of the staff member to perform the regular University responsibilities, the staff member or the Department Chair may recommend to the Provost that the staff member be examined by a qualified physician. After consultation with the Association, the Provost may require that the staff member be examined by a qualified physician selected by the Provost.</p>	<p>21.14 Following examination of the staff member, the qualified physician shall submit a report to the Provost 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 the staff</p>

<p>20.14 Following examination of the staff member, the qualified physician shall submit a report to the Provost 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.</p> <p>20.15 If a medical examination is required under 20.13, 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 20.14.</p> <p>20.16 Upon receipt of the report of the qualified physician, the Provost shall take appropriate action including, but not restricted to, the following:</p> <ul style="list-style-type: none"> <li>a) placing the staff member on medical leave;</li> <li>b) requiring the staff member to continue on Medical leave;</li> <li>c) requiring the staff member to perform regular University responsibilities;</li> <li>d) requiring the staff member to apply for disability benefits;</li> <li>e) requiring the staff member to participate in any treatment program prescribed by the qualified physician.</li> </ul>	<p>member and, if not, an estimate of when the staff member would be able to resume those responsibilities.</p> <p>21.15 If a medical examination is required under Article 21.13, 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 Article 21.14.</p> <p>21.16 Upon receipt of the report of the qualified physician, the Provost shall take appropriate action including, but not restricted to, the following:</p> <ul style="list-style-type: none"> <li>a) Placing the staff member on medical leave;</li> <li>b) Requiring the staff member to continue on medical leave;</li> <li>c) Requiring the staff member to perform regular University responsibilities;</li> <li>d) Requiring the staff member to apply for disability benefits; or</li> <li>e) Requiring the staff member to participate in any treatment program prescribed by the qualified physician.</li> </ul>
<p style="text-align: center;"><b>Article 21: Leaves</b></p> <p><b>Childbirth Leave</b></p> <p>21.01.1 For the purposes of 21.01 to 21.09, “EI” shall mean “Employment Insurance” or “Human Resources and Skills Development Canada – Employment Insurance.”</p> <p>21.01.2 Notwithstanding the following, a staff member’s entitlement to childbirth leave shall not extend beyond the end date of the staff member’s contract of appointment.</p> <p><b>Purpose</b></p> <p>21.02 The purpose of childbirth leave is to provide a female staff member with leave for the purpose of bearing a child.</p> <p><b>Length of Leave</b></p> <p>21.03 A female staff member shall be entitled to childbirth leave of up to 15 weeks in accordance with the provisions of this Article.</p>	<p style="text-align: center;"><b>Article 22: Leaves</b></p> <p><b>Childbirth and Parental Leave</b></p> <p>22.1 For the purposes of this article EI shall mean Employment Insurance or Human Resources and Skills Development Canada – Employment Insurance.</p> <p>22.2 Notwithstanding the following, a staff member’s entitlement to childbirth and parental leaves shall end on the date stipulated in the Letter of Appointment.</p> <p>22.3 For Term 8R Status, a staff member’s entitlement to childbirth and parental leaves shall end on the active service period end-date.</p> <p><b>Birth Mother Leave</b></p> <p>22.4 A staff member who is a birth mother shall be entitled to one year of leave for childbirth, including a combination of childbirth leave and unpaid parental leave.</p>

<p><b>Application</b></p> <p>21.04 A female staff member who intends to apply for childbirth leave shall inform her Department Chair in writing as soon as possible. The Department Chair shall so advise the Dean and the Provost and the latter shall formally advise the staff member that she has been granted childbirth leave and the terms thereof.</p> <p>21.05 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.</p> <p>21.06 If EI does not approve the application under 21.05, childbirth leave shall not be granted with Top Up Benefits.</p> <p><b>Top Up Benefits Payments</b></p> <p>21.07 The Top Up Benefits payments to a staff member who has been granted childbirth leave shall be as follows:</p> <p>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 13 weeks), the staff member's Top Up payments shall consist of EI Maternity Benefits plus Top Up payments from the University with such payments to be sufficient to bring total benefits payments to 95% of regular salary.</p> <p>b) If EI has determined that there will not be a waiting period before EI Maternity Benefits begin, the staff member's benefits payments (up to 15 weeks) shall consist of EI Maternity Benefits plus Top Up payments from the University with such Top Up payments to be sufficient to bring total benefits payments to 95% of regular salary.</p>	<p>22.5 A staff member who is a birth mother shall be entitled to childbirth leave of up to 15 weeks in accordance with the provisions of this Article.</p> <p><b>Parental Leave</b></p> <p>22.6 A staff member shall be entitled to unpaid parental leave of up to 37 weeks in accordance with the provisions of this Article.</p> <p><b>Application</b></p> <p>22.7 A staff member who intends to apply for childbirth leave shall inform the Department Chair in writing as soon as possible. The Department Chair shall so advise the Dean and the Provost and the latter shall formally advise the staff member that they have been granted childbirth leave and the terms thereof.</p> <p>22.8 A staff member who intends to take 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.</p> <p><b>Top Up Benefits Payments</b></p> <p>22.9 If EI does not approve the application under Article 22.8, Top Up Benefits shall not be granted with the childbirth leave.</p> <p>22.10 The Top Up Benefits payments to a staff member who has been granted childbirth leave shall be as follows:</p> <p>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 Department. For the balance of the period of childbirth leave (up to 13 weeks), the staff member's Top Up payments shall consist of EI Maternity Benefits plus Top Up payments from the Department with such payments to be sufficient to bring total benefits payments to 95% of regular salary.</p> <p>b) If EI has determined that there will not be a waiting period before EI Maternity Benefits begin, the staff member's benefits payments (up to 15 weeks) shall consist of EI Maternity Benefits plus Top Up payments from the University with such Top</p>
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<p>21.08 c) Full coverage under the benefits listed in 18.08 or 18.09. A staff member who is in receipt of EI Maternity Benefits under 21.07 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 21.07.</p> <p>21.09 Notwithstanding the provisions of 21.03, where a staff member whose physician certifies that, for medical reasons, the staff member should be absent from University duties for more than the 15 weeks provided under Childbirth Leave, an extension of that leave shall be permitted if EI approves an application by the staff member for such an extension. Should this occur, the staff member shall receive additional EI Maternity Benefits and payments under the Top Up Benefits plan shall continue under 21.07 until the expiry of EI Maternity Benefits.</p>	<p>Up payments to be sufficient to bring total benefits payments to 95% of regular salary.</p> <p>c) Full coverage under the benefits listed in Article 19.8 or 19.10.</p> <p>22.11 A staff member who is in receipt of EI Maternity Benefits under Article 22.8 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 Article 22.10.</p> <p>22.12 Notwithstanding the provisions of Article 22.5, where a staff member whose physician certifies that, for medical reasons, the staff member should be absent from University duties for more than the 15 weeks provided under Childbirth Leave, an extension of that leave shall be permitted if EI approves an application by the staff member for such an extension. Should this occur, the staff member shall receive additional EI Maternity Benefits <u>when applicable</u> and payments under the Top Up Benefits plan shall continue under Article 22.10 until the expiry of EI Maternity Benefits.</p>
<p><b>Other Leaves</b></p> <p>21.10 The Provost may grant leave with pay, with partial pay, or without pay to staff members for prescribed periods and purposes.</p> <p>21.11 The Provost may approve secondment of staff members to other employers or agencies.</p> <p>21.12 A staff member may apply for such leave or for secondment to the Provost who shall:</p> <ul style="list-style-type: none"> <li>a) obtain and consider the recommendations of the Department Chair and the Dean; and</li> <li>b) determine whether or not to approve the application. The decision of the Provost shall be final and binding.</li> </ul>	<p><b>Other Leaves</b></p> <p>22.13 The Provost may grant leave with pay, with partial pay, or without pay to staff members for prescribed periods and purposes.</p> <p>22.14 The Provost may approve secondment of staff members to other employers or agencies.</p> <p>22.15 A staff member may apply for such leave or for secondment to the Provost who shall:</p> <ul style="list-style-type: none"> <li>a) Obtain and consider the recommendations of the Department Chair and the Dean; and</li> <li>b) Determine whether or not to approve the application. The decision of the Provost shall be final and binding.</li> </ul>
<p><b>Article 22: General Liability Insurance</b></p> <p>22.01 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 coverages and limits. Staff members are encouraged to apprise themselves of the existing University coverage and, where University coverage is not adequate to the needs of individual staff members, such staff members shall make their own insurance arrangements.</p>	<p><b>Article 23: General Liability Insurance</b></p> <p>23.1 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 coverages and limits. Staff members are encouraged to apprise themselves of the existing University coverage and, where University coverage is not adequate to the needs of individual staff members, such staff members shall make their own insurance</p>

<p style="text-align: center;"><b>Article 10: Copyright</b></p> <p>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.</p> <p>10.02 Annexed hereto is Appendix E (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.</p> <p>10.03 Except for the cases referred to in 10.01 and subject always to the applicability of Appendix E, the University waives, disclaims and abandons all right, title, interest or estate in a copyright work produced by a staff member.</p> <p>10.04 Staff members are encouraged to enter into separate copyright agreements with the University and Appendix E shall apply only in those cases where individual contracts have not in fact been negotiated and executed.</p>	<p>arrangements.</p> <p style="text-align: center;"><b>Article 24: Copyright</b></p> <p>24.1 Pursuant to the <i>Post-Secondary Learning Act</i> (Alberta), unless otherwise agreed to by the University, the ownership of any work, information or material, regardless of form, including any copyright acquired or produced by an employee of the University that results from or is connected with the employee's duties or employment, vests in the University and may be made available to the public under conditions, on payment of fees or royalties, as the University may determine.</p> <p>24.2 The University hereby agrees that a staff member who creates a Work resulting from or connected with the staff member's duties or employment owns copyright of the Works.</p> <p>24.3 Notwithstanding 24.2, the University will own or have interest in certain Works, as described in Appendix F.</p> <p>24.4 Appendix F contains the detailed terms regarding Works created by a staff member.</p>
<p style="text-align: center;"><b>Article 11: Patents</b></p> <p>11.01 A discovery or invention made by a staff member, which has patent possibilities, may be patented in accordance with the University Patent Policy (Appendix F) either through individual application or through the University.</p> <p>11.02 The provisions of the University Patent Policy shall apply to the sharing of revenues earned from a patent and to other questions arising from an application by the staff member.</p>	<p style="text-align: center;"><b>Article 25: Patents</b></p> <p>25.1 A discovery or invention made by a staff member, which has patent possibilities, may be patented in accordance with the University Patent Policy (Appendix G) either through individual application or through the University.</p> <p>25.2 The provisions of the University Patent Policy shall apply to the sharing of revenues earned from a patent and to other questions arising from an application by the staff member</p>
<p style="text-align: center;"><b>Article 25: Interpretation</b></p> <p>25.01 Either the Association or the Board may refer questions of interpretation of this Agreement, in writing, to ARC.</p> <p>25.02 ARC shall meet within 30 days to consider the issue referred for interpretation.</p> <p>25.03 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.</p> <p>25.04 If ARC is unable to agree, the Board or the Association may refer the question for arbitration, in accordance with Article 26.</p> <p style="text-align: center;"><b>Article 26: Arbitration</b></p>	<p style="text-align: center;"><b>Article 26: Interpretation</b></p> <p>26.1 Either the Association or the Board may refer questions of interpretation of this Agreement, in writing, to ARC.</p> <p>26.2 ARC shall meet within 30 days to consider the issue referred for interpretation.</p> <p>26.3 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.</p> <p>26.4 If ARC is unable to agree, the Board or the Association may refer the question for arbitration, in accordance with Article 27.</p>

<p><b>Scope and Authority</b></p> <p>26.01 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 <u>Post Secondary Learning Act</u>. Specifically, these matters include disputes on differences arising from the procedures of Article 16 (Compensation Negotiations), Article 14 (Complaints), Article 24 (Grievance), and Article 25 (Interpretation).</p> <p><b>Appointment of Arbitrator</b></p> <p>26.02 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.</p> <p>26.03 The arbitrator shall be appointed by agreement of the parties. Failing agreement, either party may apply to the Chairman of the Labour Relations Board, Department of Labour, Province of Alberta, for the appointment of the arbitrator.</p> <p><b>Authority of the Arbitrator</b></p> <p>26.04 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.</p> <p>26.05 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.</p> <p>26.06 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.</p> <p><b>Decisions of the Arbitrator</b></p> <p>26.07 The arbitrator shall hear and determine the dispute and issue a decision which shall be final and binding.</p> <p>26.08 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.</p>	<p style="text-align: center;"><b>Article 27: Arbitration</b></p> <p><b>Scope and Authority</b></p> <p>27.1 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 <i>Post-Secondary Learning Act</i> (Alberta).</p> <p><b>Appointment of Arbitrator</b></p> <p>27.2 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.</p> <p>27.3 The arbitrator shall be appointed by agreement of the parties. Failing agreement, either party may apply to the Chairman of the Labour Relations Board, Department of Labour, Province of Alberta, for the appointment of the arbitrator.</p> <p><b>Authority of the Arbitrator</b></p> <p>27.4 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.</p> <p>27.5 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.</p> <p>27.6 The arbitrator may rule on questions of law and of jurisdiction that arise before or during arbitration, and may rule on any objection that is raised during arbitration.</p> <p><b>Decisions of the Arbitrator</b></p> <p>27.7 The arbitrator shall hear and determine the dispute and issue a decision which shall be final and binding.</p> <p>27.8 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</p>
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<p><b>Arbitration Arising from Article 16</b></p> <p>26.09 In disputes arising from Article 16, the arbitrator shall select one of the final positions submitted to arbitration by the negotiating teams.</p> <p>26.10 Within 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.</p> <p><b>Timing of Arbitration</b></p> <p>26.11 As soon as the arbitrator has been appointed, the arbitrator shall proceed to appoint a time and place for hearing the matter.</p> <p>26.12 The arbitrator shall attempt to complete the hearing within thirty days of appointment, but shall give the parties not less than 10 days' notice of the time and place of the hearing.</p> <p>26.13 The arbitrator shall furnish to the parties a written decision as soon after the conclusion of the hearings as possible.</p> <p><b>Procedures of Arbitration</b></p> <p>26.14 Except as required by this Agreement, the arbitrator shall determine procedures for the arbitration.</p> <p>26.15 The hearings before the arbitrator shall be in private.</p> <p>26.16 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.</p> <p>26.17 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.</p> <p>26.18 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.</p> <p>26.19 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</p>	<p>be the decision of the board.</p> <p><b>Arbitration Arising from Article 17</b></p> <p>27.9 In disputes arising from Article 17, the arbitrator shall select one of the final positions submitted to arbitration by the negotiating teams.</p> <p>27.10 Within 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.</p> <p><b>Timing of Arbitration</b></p> <p>27.11 As soon as the arbitrator has been appointed, the arbitrator shall proceed to appoint a time and place for hearing the matter.</p> <p>27.12 The arbitrator shall attempt to complete the hearing within thirty days of appointment, but shall give the parties not less than 10 days' notice of the time and place of the hearing.</p> <p>27.13 The arbitrator shall furnish to the parties a written decision as soon after the conclusion of the hearings as possible.</p> <p><b>Procedures of Arbitration</b></p> <p>27.14 Except as required by this Agreement, the arbitrator shall determine procedures for the arbitration.</p> <p>27.15 The hearings before the arbitrator shall be in private.</p> <p>27.16 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.</p> <p>27.17 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.</p> <p>27.18 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.</p> <p>27.19 The parties may amend or supplement their statement during arbitration but the arbitrator may not accept such material (1) if it is the</p>
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<p>to the arbitrator at an earlier time or (2) if acceptance of the material would unduly prejudice the other party.</p> <p>26.20 The parties may present their cases orally with the permission of the arbitrator.</p> <p>26.21 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 arbitrators 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.</p> <p>26.22 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.</p> <p><b>Costs of Arbitration</b></p> <p>26.23 The Board and the Association shall share equally the fees and expenses of the arbitrator.</p> <p>26.24 Each party shall bear its own costs of presentation to the arbitrator.</p> <p><b>Enforcement of Award</b></p> <p>26.25 Either party shall be entitled to make application to an appropriate court for enforcement of a decision made under this Agreement.</p>	<p>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.</p> <p>27.20 The parties may present their cases orally with the permission of the arbitrator.</p> <p>27.21 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 arbitrators 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.</p> <p>27.22 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.</p> <p><b>Costs of Arbitration</b></p> <p>27.23 The Board and the Association shall share equally the fees and expenses of the arbitrator.</p> <p>27.24 Each party shall bear its own costs of presentation to the arbitrator.</p> <p><b>Enforcement of Award</b></p> <p>27.25 Either party shall be entitled to make application to an appropriate court for enforcement of a decision made under this Agreement.</p>
<p><b>Appendix D: Conditions for Supplementary Professional Activities (SPA)</b></p> <p>1.1 The authority and approval of SPA is subject to the following conditions:</p> <ul style="list-style-type: none"> <li>a) The staff member shall not compete unfairly with professionals outside the University.</li> <li>b) The SPA shall not infringe upon the University’s conflict of interest guidelines. (GFC Policy Manual Section 120.3)</li> <li>c) The SPA shall conform with regulations governing the use of University facilities and staff.</li> <li>d) The staff member shall indemnify and hold harmless the University from and against any loss, injury or damage which the University may or could suffer arising in any way out of</li> </ul>	<p style="text-align: center;"><b>APPENDIX D: Conditions for Supplementary Professional Activities (SPA)</b></p> <p>1. The authority and approval of SPA is subject to the following conditions:</p> <ul style="list-style-type: none"> <li>a) The staff member shall not compete unfairly with professionals outside the University.</li> <li>b) The SPA shall not infringe upon the University’s conflict policy and related procedures and protocols, as amended from time to time.</li> <li>c) The SPA shall conform with the University’s related policies, procedures</li> </ul>

<p>or in relation to such activities. The staff member gives this covenant and makes this agreement notwithstanding that the University has participated in such activities by the provision of facilities, space, equipment, or administrative assistance, unless the said loss, injury or damage arises directly from a malfunction of the said facilities or equipment which is not caused by the user thereof; and notwithstanding that the University has participated in such SPA by the provision of students or postdoctoral fellows or the like; and notwithstanding that any formal contract with respect to those SPA has not been negotiated by or approved by the University.</p> <p>e) When engaged in SPA a staff member shall not use the name of the University in any way, except as the mailing address, nor shall the staff member hold himself or herself to be an agent of the University when engaged in SPA.</p> <p>1.2 SPA shall be taken into account in the evaluation of a staff member's performance for tenure, increments and promotions.</p> <p>1.3 The following information shall be provided in the staff member's annual statement on SPA:</p> <ul style="list-style-type: none"> <li>a) the category or type of client or affiliation;</li> <li>b) the nature of services performed;</li> <li>c) an estimate of the total time devoted to each SPA; and</li> <li>d) the names and nature of any continuing contractual arrangements with outside organizations.</li> </ul> <p><b>Instructional Staff</b></p> <p>2.1 This clause 2 shall apply to full-time instructional staff members.</p> <p>2.2 SPA shall represent an integral part of the responsibility to relate theory to practice, thereby enabling teaching to remain professionally relevant. Routine, repetitive and trivial SPA are discouraged.</p> <p><b>Required SPA</b></p> <p>2.3 A Faculty Council may deem SPA, and the</p>	<p>and protocols related to the use of University facilities and staff, as amended from time to time.</p> <p>d) The staff member shall indemnify and hold harmless the University from and against any loss, injury or damage which the University may or could suffer arising in any way out of or in relation to such activities. The staff member gives this covenant and makes this agreement notwithstanding that the University has participated in such activities by the provision of facilities, space, equipment, or administrative assistance, unless the said loss, injury or damage arises directly from a malfunction of the said facilities or equipment which is not caused by the user thereof; and notwithstanding that the University has participated in such SPA by the provision of students or postdoctoral fellows or the like; and notwithstanding that any formal contract with respect to those SPA has not been negotiated by or approved by the University.</p> <p>e) When engaged in SPA a staff member shall not use the name of the University in any way, except as the mailing address, nor shall the staff member hold himself or herself to be an agent of the University when engaged in SPA.</p> <p>2. SPA shall be taken into account in the evaluation of a staff member's performance for increments and promotion.</p> <p>3. The following information shall be provided in the staff member's annual statement on SPA:</p> <ul style="list-style-type: none"> <li>a) the category or type of client or affiliation;</li> <li>b) the nature of services performed;</li> <li>c) an estimate of the total time devoted to each SPA; and</li> <li>d) the names and nature of any continuing contractual arrangements with outside organizations.</li> </ul> <p>4. SPA shall represent an integral part of the responsibility to relate theory to practice, thereby enabling teaching and/or teaching-related responsibilities to remain professionally relevant. Routine, repetitive and trivial SPA is discouraged.</p> <p><b>Required SPA</b></p> <p>5. A Faculty Council may deem SPA, and the</p>
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<p>maintenance of a professional license, to be essential to the work of the Department and to the progress of a staff member’s career. In such cases the Dean and Department Chair shall encourage SPA.</p> <p>2.4 Where a Faculty Council has deemed SPA to be essential to the work of the Department, the Faculty Council shall recommend to the Board that such SPA be considered as part of the primary University responsibilities. The Board may approve such recommendations on such conditions as it deems appropriate, having regard to 1.1.</p> <p><b>Major SPA</b></p> <p>2.5 SPA may be categorized as major or minor in scope. Each Faculty Council shall decide what constitutes major SPA but all proposals to teach at another institution shall be considered major SPA.</p> <p><b>Reporting Requirements</b></p> <p>2.6 Each staff member shall submit an annual statement to the Department Chair and Dean on SPA in the previous year. The Department Chair shall submit his or her personal statement to the Dean. The Dean shall submit his or her personal statement to the Provost.</p> <p>2.7 The period covered by the annual statement and the date on which it is to be submitted may vary from Faculty to Faculty with this decision being made, from time to time, by the Faculty Council.</p> <p>2.8 The annual statement may be made in conjunction with the annual report of the staff member or it may be a separate statement. Each Faculty Council shall determine, from time to time, which is the appropriate method for that Faculty.</p> <p>2.9 Each Faculty Council shall develop the format for the annual statement for that Faculty and submit to the Vice-President for approval.</p> <p>2.10 Decisions reached by a Faculty Council under this Article shall be conveyed, in writing, to the Vice-President and the Association.</p> <p><b>Faculty Regulations</b></p> <p>2.11 Each Faculty Council shall develop regulations with respect to SPA. The regulations and any amendments thereto shall be filed with the Vice-President and the Association. The regulations shall include:</p> <p>a) The definition of what constitutes major SPA.</p>	<p>maintenance of a professional license, to be essential to the work of the Department and to the progress of a staff member’s career. In such cases the Dean and Department Chair shall encourage SPA.</p> <p>6. Where a Faculty Council has deemed SPA to be essential to the work of the Department, the Faculty Council shall recommend to the Board that such SPA be considered as part of the primary University responsibilities. The Board may approve such recommendations on such conditions as it deems appropriate, having regard to 1.a.</p> <p><b>Major SPA</b></p> <p>7. SPA may be categorized as major or minor in scope. Each Faculty Council shall decide what constitutes major SPA but all proposals to teach at another institution shall be considered major SPA.</p> <p><b>Reporting Requirements</b></p> <p>8. Each staff member shall submit an annual statement to the Department Chair and Dean on SPA in the previous year. The Department Chair shall submit his or her personal statement to the Dean.</p> <p>9. The period covered by the annual statement and the date on which it is to be submitted may vary from Faculty to Faculty with this decision being made, from time to time, by the Faculty Council.</p> <p>10. The annual statement may be made in conjunction with the annual report of the staff member or it may be a separate statement. Each Faculty Council shall determine, from time to time, which is the appropriate method for that Faculty.</p> <p>11. Each Faculty Council shall develop the format for the annual statement for that Faculty and submit to the Provost for approval.</p> <p>12. Decisions reached by a Faculty Council under this Article shall be conveyed, in writing, to the Provost and the Association.</p> <p><b>Faculty Regulations</b></p> <p>13. Each Faculty Council shall develop regulations with respect to SPA. The regulations and any amendments thereto shall be filed with the Provost and the Association. The regulations shall include:</p> <p>a) The definition of what constitutes major</p>
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- b) The format for the annual statement of SPA; the determination of the time period covered by the report; the date by which the report is to be submitted and whether the annual statement about SPA shall be included in the annual report.
- c) Any modifications to the requirement that SPA be taken into account in the evaluation of a staff member's performance.
- d) Whether the time of year, week or day when SPA is performed is important to its approval and reporting.
- e) Whether the annual statement shall include information about remuneration received from SPA.
- f) Regulations governing the use of University facilities and staff for SPA including arrangements to reimburse the University for such use.
- g) What evidence shall be required to ensure the staff member has adequate personal liability insurance to indemnify the University against any claims.
- h) Such additional terms and conditions the Faculty Council may consider necessary; such terms and conditions shall be in addition to and not in contradiction to this Article.

SPA.

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

**APPENDIX I:  
INTERPRETATION AND TRANSITION**

The parties agree that:

1. An Interpretation Committee will be established and will meet regularly from July 1, 2017 to June 30, 2019 in order to monitor, review and update language based upon our experiences with the implementation of this new Agreement;
2. The Interpretation Committee will specifically monitor and review the implementation of the definitions of Appointments established in Article 6 to ensure that there is sufficient clarity and to recommend additional clarification in order to alleviate any confusion;
3. By September 1, 2017, the Interpretation Committee will provide recommendations to the

Provost for his/her information concerning the membership composition of ATSEC, keeping in mind the models already established below and the principles of (a) appropriate and proportional elected membership from all staff members (when possible) under this Agreement; (b) representation from tenured faculty; and (c) the appointment of an external member such as from PRC;

4. Departments will require assistance to transition to the new Appointment categories and Human Resource Services and Faculty and Staff Relations will be providing that assistance. Appropriate transition time is required;
5. Procedures will be developed, as required, to effectively and consistently manage Probationary Periods, Evaluation, Promotion, Unsatisfactory and Unacceptable Performance;
6. Current Salary Schedules and Benefits Programs will remain intact until Compensation Negotiations make any changes;
7. If a Faculty is currently able to improve the terms of the Agreement (as through previous appropriate consultations under the CAS:T Agreement) then they may continue to do so (e.g. removal allowance, scholarly leaves, etc.). The Faculty must continue to ensure internal equity is maintained. Details of the variation from the Agreement should be included in the special conditions section of the appointment letter and approved by the Office of the Provost.
8. The first review of the Faculty's position expectations and standards of performance under Article 10.14 will be completed by June 30, 2022.

Current Models of Membership:

Nursing (Faculty Lecturer Evaluation Committee)

- FEC Chair to be Chair of FLEC;
- Associate Dean, Undergraduate Programs, ex officio;
- FEC members, except for the Dean and the PRC member;
- 6 Faculty Lecturers, elected by Faculty Lecturers; and
- Human Resources Officer (Resource).

Physical Education and Recreation (Coaches Evaluation Committee)

- Dean to be Chair of CEC;
- Director of Athletics;
- Associate Athletic Director(s) (non-voting);

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|  | <ul style="list-style-type: none"><li>- 3 Head Coaches at a minimum rank of Senior Coach, elected by Faculty Council;</li><li>- 1 full-time academic staff member (non-coaching) elected by Faculty Council;</li><li>- 1 external AASUA member appointed by the Chair, from recommendations received from Coaches.</li></ul> |
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