

UNIVERSITY OF ALBERTA

LIBRARIAN AGREEMENT

July 2017

Pursuant to the *Memorandum of Understanding Concerning Comprehensive Collective Bargaining and Strike/Lockout Activity* reached between the University and the Association in June 2016, the Parties agree that the next round of collective bargaining between the Board and the Association shall require the adoption of a single, comprehensive collective agreement covering all staff members of the Association, replacing the seven academic Agreements currently in effect.

Table of Contents

Recitals.....	3
Article 1: Definitions and Abbreviations	3
Article 2: Term of Agreement and Agreement Review Committee.....	4
Article 3: Academic Freedom and Access to Information	4
Article 4: Association Recognition.....	5
Article 5: Delegation	5
Article 6: Appointments	6
Article 7: Responsibilities	9
Article 8: Supplementary Professional Activities.....	10
Article 9: Professional Leave.....	11
Article 10: Copyright.....	12
Article 11: Patents	12
Article 12: Probation and Tenure	13
Article 13: Evaluation	14
Article 14: Unacceptable Performance	18
Article 15: Appeals	20
Article 16: Discipline.....	24
Article 17: Resignation	27
Article 18: Retirement.....	27
Article 19: Collective Bargaining Time Lines.....	29
Article 20: Salaries and Benefits	30
Article 21: Death in Service.....	32
Article 22: [Vacant].....	32
Article 23: Medical Leave	32
Article 24: Leaves.....	33
Article 25: General Liability Insurance	36
Article 26: Indebtedness to the University.....	36
Article 27: Grievance.....	36
Article 28: Interpretation	37
Article 29: Arbitration.....	38
Article 30: Financial Emergency	39
Article 31: [Vacant].....	43
Signatures	44
Appendix A.1: Letter of Appointment	45
Appendix A.2: Notice of Retirement.....	46
Appendix B: Copyright Regulations (2016).....	48
Appendix C: Patent Policy.....	51
Appendix D: Salary Scales.....	54
Appendix E: Memorandum of Agreement on Transition and Increments.....	55
Appendix F: Academic Benefits Management Committee	56
Appendix G: Discipline Interpretation.....	57
Appendix H: Phased Retirement Benefit Programs.....	58

Recitals

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

AND WHEREAS The Association of the Academic Staff of The University of Alberta, of the second part, acting on behalf of each staff member,

HEREBY AGREE that this Agreement as hereinafter set forth constitutes the Agreement provided for in sections 87(1) and 87(3) of the *Post Secondary Learning Act (Alberta)* for those members of the academic staff who are designated as such by the Governors of the University of Alberta:

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

Article 1: Definitions and Abbreviations

- 1.01 "Agreement" means this agreement.
- 1.02 "Association" means the Association of the Academic Staff of the University of Alberta.
- 1.03 "Board" means the Governors of the University of Alberta.
- 1.04 "Chief Librarian" means the chief executive officer of the University Libraries.
- 1.05 "Day" 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 [Vacant]
- 1.07 "Increment" means the basic unit by which salary is increased in accordance with the salary schedule negotiated in 19.01 of this Agreement.
- 1.08 "Library Council" means a council, chaired by the Chief Librarian, which includes all staff members employed in the University of Alberta Library System, and such other members of the academic staff employed in the University Libraries. For the purposes of this Agreement, voting on decisions required by this Agreement shall be restricted to the staff members.
- 1.09 "President" means the President of the University.
- 1.10 "Staff member" means a person who has a degree from an accredited graduate program in library and/or information studies, or an equivalent program, who has been appointed to a librarian position on the academic staff of the University of Alberta, in which the person has been or may be granted tenure; this term includes both full time and part time staff who hold such positions.
- 1.11 "Supervisor" means the Administrative Librarian to whom the staff member reports and is accountable, or the Chief Librarian, or another staff member who is delegated that responsibility on behalf of the Administrative Librarian. At least annually, the Chief Librarian shall provide to the Association a complete list of staff members and the Supervisor to whom each reports. When a staff member reports to more than one person, the Supervisor shall consult with the other person in making evaluations.
- 1.12 "Tenure" means an appointment which may be terminated only by resignation, retirement, death, or in accordance with the terms of this Agreement.
- 1.13 "Provost" means the Provost and Vice President (Academic) of the University.
- 1.14 "University" means the University of Alberta.
- 1.15 The following abbreviations are used in this Agreement:
 - a) ARC means the Agreement Review Committee created in 2.05 and 2.06,
 - b) LEC means the Librarian Evaluation Committee created in 13.01 and 13.07,
 - c) GAC means the General Appeals Committee created in 15.02,
 - d) GFC means the General Faculties Council of the University of Alberta.

Article 2: Term of Agreement and Agreement Review Committee

- 2.01 This Agreement is binding upon the Board, the Association, and each staff member.
- 2.02 This Agreement expires on June 30, 2018 (the "Expiration Date"), however, if notice to bargain is not given in accordance with 19.02, the Expiration Date of this Agreement shall be deemed to be extended by one year. This Agreement shall replace the Agreement which took effect July 1, 1976, and which was amended July 1978, July 1981, January 1983, January 1986, December 1988, July 1997 and July 1998.
- 2.03 There shall be no strike or lockout during the term of this Agreement.
- 2.04 Minor editorial corrections in this Agreement, or to any of its Appendices, may be made by mutual agreement of the parties during the term without ratification by the Association and the Board, provided that such changes are reduced to writing and executed by the signing officers of the parties to this Agreement. Any other changes made by mutual agreement of the parties during the term shall be subject to ratification.

Agreement Review Committee (ARC)

- 2.05 There shall be an ARC which shall:
- a) consider and reach agreement on interpretations to this Agreement (Article 28); and
 - b) serve as a joint reference body for consideration of matters which affect the contracts of staff members.
- 2.06 The ARC shall consist of four (4) members appointed by the Board and four (4) members appointed by the Association. The Board and the Association may vary their members from time to time and for particular matters under consideration. Each party shall inform the other in writing of the names of its appointed members and of changes thereto.
- 2.07 The Board and the Association shall each have one vote on ARC.
- 2.08 Matters referred to ARC under 2.05 (b) may be brought forward by the Provost or by the President of the Association.
- 2.09 ARC shall meet as frequently as necessary to consider matters proposed by either the Board or the Association.
- 2.10 Both the Board and the Association may use the services of such consultants and resource persons as they may see fit and such persons may be invited to attend meetings of ARC.
- 2.11 Decisions reached by ARC shall be binding on the Board and the Association and on individual staff members.

Article 3: Academic Freedom and Access to Information

Academic Freedom

- 3.01 The University of Alberta is committed to the pursuit of truth, the advancement of learning, and the dissemination of knowledge.
- 3.02 The University expects each staff member to engage in these endeavours.
- 3.03 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 7 (University responsibilities).
- 3.04 Members have the right to publish the results of their research without interference or censorship by the institution or its agents.

Access to Information

- 3.05 A staff member shall have access, with reasonable notice, to the records of all personal information pertaining to the staff member, except:
- a) to confidential evaluations regarding the staff member's application for employment;
 - b) to confidential evaluations regarding career decisions about a staff member which are made in accordance with the procedures of Articles 13, 14 and 15;
 - c) to portions of the record that would not be released under the provisions of the *Freedom of Information and Protection of Privacy Act*.
- 3.06 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 3.07 and 3.08, shall not change anything in the file.

Right to correct information

- 3.07 A staff member may request that information in a record pertaining to the staff member be corrected.
- 3.08 If the information in the record is opinion, the staff member may submit an annotation which shall be linked to a record. If a request that information in a record be corrected is not accepted, the staff member may submit an annotation which shall be linked to the record

Article 4: Association Recognition

- 4.01 In accordance with the provisions of 60(2) of the *Post-Secondary Learning Act*, a staff member becomes a member of the academic staff, and a member of the Association on the date of appointment.
- 4.02 Association dues shall be deducted from the staff member's pay and shall be remitted to the Association.
- 4.03 A staff member may, annually in writing, request the appropriate University Officer to remit amounts otherwise payable as Association dues to a program which is related to and administered by the University. The specific cause shall be selected from time to time by the executive of the Association and the Provost.

Article 5: Delegation

- 5.01 The Board confirms delegation of its powers, duties and functions for the performance of the responsibilities contemplated by the terms of this Agreement, including responsibilities assigned to a person or committee pursuant to:
- a) Article 6 - Appointments
 - b) Article 12 - Probation and Tenure
 - c) Article 13 - Evaluation
 - d) Article 14 - Unacceptable Performance
 - e) Article 15 - Appeals
 - f) Article 16 - Discipline
 - g) Article 30 - Financial Emergency
- with power to delegate further as set out in this Article.
- 5.02 The authority of any party described in Article 4 to delegate responsibilities under this Article includes the authority to revoke those delegated responsibilities and to exercise those responsibilities directly. The revocation of a delegated responsibility does not nullify decisions, order, directions or recommendations made at the time the delegation of responsibilities remained in effect.

- 5.03.1 A senior officer of the University (including the Chief Librarian 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.
- 5.03.2 “Acting” when referring to an officer of the University (President, Vice-President, Chief Librarian 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.
- 5.04 If, in this Agreement, a decision is to be made by the Association, the decision shall be made by the President of the Association subject to such restriction as the Association, acting in accordance with its bylaws, may determine. Any Association policy which restricts the ability of the President of the Association to act shall be communicated in writing to the Provost.

Article 6: Appointments

- 6.01 The appointment of a staff member shall be made by the Chief Librarian.
- 6.02.1 A letter of appointment, following the example in Appendix A.1, duly executed by the Chief Librarian and the staff member, shall confirm the appointment of a staff member.
- 6.02.2 The appointment of a staff member shall commence on the date set in the duly executed letter of appointment.
- 6.03 The employment of a staff member shall be for twelve months of each year.

Contingent appointments

- 6.04.1 Notwithstanding 6.02, the Chief Librarian may appoint a staff member to a position with a special condition that recognizes circumstances where the position is funded by external sources.
- 6.04.2 The term “funded by external sources” is defined as any financial support directly tied to a specific position when the financial support does not come from the operating budget of the University. The term may include funds from endowments or targeted gifts, agencies supporting research through grants or contracts, and other sources.
- 6.04.3 The special condition shall state that the continuing nature of the appointment is explicitly contingent on the continued receipt of funds from the external source. In the event that the funds are discontinued, the staff member shall receive notice of not less than twelve months that the position will be discontinued.

Special conditions

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

Effective dates

6.07 A probationary appointment or an original appointment with tenure may be made at any time.

Removal allowances

6.08 A staff member upon appointment may be eligible for a removal allowance toward expenses necessarily and reasonably incurred in moving to Edmonton which shall be based on removal from the place of residence. The allowance, to the maximum specified, 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.

6.09 A staff member granted an appointment who voluntarily leaves the service of the University before rendering two years' 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 twenty-fourth of the obligation. In cases where probationary periods are less than two years, the obligation shall be discharged in a proportionately shorter period. If the staff member is appointed with tenure, one year's service shall discharge the obligation to the University; if such a staff member leaves the University prior to having served one year, the obligation shall be reduced proportionally with each month served.

Advisory Selection Committee

6.10 The Library shall have an Advisory Selection Committee to advise the Chief Librarian on appointments to the staff. Upon the request of the Chief Librarian and following consultation with the Association, the Provost may waive the use of an Advisory Selection Committee. The composition of the Committee shall be:

- a) the Administrative Librarian responsible for personnel, as Chair;
- b) the Supervisor;
- c) one staff member from the unit involved selected by the Chair;
- d) one staff member of the Library, selected according to procedures approved by the Library Council;
- e) other persons as deemed necessary by the Chief Librarian following consultation with the Committee.

Professional ranks

6.11 There shall be three ranks of staff members:

a) **Librarian 1 - General Librarian**

Positions will normally include a mix of general responsibilities in, but not limited to, any or all of: organizing, managing and ensuring access to information; providing consulting and teaching services; developing and maintaining the Library's collection and information systems; and contributing to library management, usually at the local level and without direct supervisory or administrative responsibilities.

b) **Librarian 2 - Operations Librarian**

Positions are distinguished by their substantial responsibility for resources, either human or material, by co-ordination of a system-wide function, or by some combination of these responsibilities.

Responsibility for human resources involves planning and organizing tasks or functions as well as supervision, training and evaluation of personnel, including maintenance of overall performance standards. Material resources include collections or equipment budgets, with the responsibility to ensure that objectives for allocation and expenditure are met, that resources are developed, maintained and managed according to strategic system-wide priorities.

Co-ordination of a system-wide function includes both long-term and strategic planning and direction for a particular function, such as distance education. It involves substantial liaison and consultation throughout the library system, as well as external contacts with other librarians, organization or agencies.

c) **Librarian 3 - Administrative Librarian**

Positions are characterized by overall responsibility and accountability for budget and personnel, as well as co-ordination and integration of various functions, on a large scale.

Responsibilities include setting strategic and budget priorities and overseeing operations, as well as promoting the library to the university community, and for instituting policies and accountability measures that are appropriate to the emerging information technology environment.

d) **Special Duties with Stipend**

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

- 6.12 The Chief Librarian shall determine the classification of each position following consideration of a Position Review Committee. The Position Review Committee shall consider all positions:
- a) which are new positions; and
 - b) when new responsibilities are added to an existing position (in accordance with 7.02).
- 6.13 The Position Review Committee shall consist of the Administrative Librarian responsible for personnel as chair, the two Administrative Librarians in charge of the major divisions of the Library System, and two staff members elected in accordance with procedures approved by Library Council.
- 6.14 Positions may be reviewed on the direction of the Chief Librarian, or on the request of a staff member who has applied to the Supervisor to have the position reviewed, or on the direction of the Supervisor of a staff member.

Academic Administrators

- 6.15 The Board may employ administrative leaders ("Academic Administrators") in academic administration positions who are librarians and who are outside the scope of this Agreement while serving as an Academic Administrator. The Board shall provide a copy of the list to the Association whenever a new academic administrator is appointed or an academic administrator's appointment ceases, for whatever reason. No individual's rights under Article 6.16 or 6.17 are diminished by reason of the position that they filled not being included on the list.
- 6.16 A staff member who held a tenured position under this Agreement prior to receiving an appointment as an Academic Administrator shall be immediately re-appointed to a tenured librarian position upon termination of the academic administration appointment, unless the staff member has elected to resign or retire from their tenured position, in accordance with the following:
- a) The staff member shall re-enter the scope of this Agreement at the conclusion of the academic administration appointment unless appointed to another academic administration position in succession.
 - b) At the conclusion of the last of successive academic administration appointments, the Academic Administrator shall immediately be re-appointed to a tenured librarian position and shall immediately re-enter the scope of this Agreement.
 - c) For clarity, a failure to re-appoint shall constitute a violation of this Agreement and is subject to Article 27 (Grievance) and Article 29 (Arbitration).
- 6.17 An individual who did not hold a tenured position under this Agreement prior to receiving an appointment as an Academic Administrator shall be simultaneously appointed to a tenured librarian position under this Agreement, with the appointment to take effect immediately upon termination of the academic administration appointment, unless the staff member has elected to resign or retire from their tenured position, in accordance with the following:

- a) The Academic Administrator shall enter the scope of this Agreement at the conclusion of the academic administration appointment unless appointed to another academic administration appointment in succession.
 - b) At the conclusion of the last of successive academic administration appointments, the Academic Administrator shall immediately be appointed to a tenured librarian position and shall immediately enter the scope of this Agreement.
 - c) For clarity, a failure to appoint shall constitute a violation of this Agreement and is subject to Article 27 (Grievance) and Article 29 (Arbitration).
- 6.18 Re-appointment or appointment to a librarian position under Article 6.16 or 6.17 shall not prevent an investigation into the conduct of the Academic Administrator nor the imposition of discipline, even if the appointment as an Academic Administrator was terminated for cause. Upon the immediate re-appointment or appointment to a librarian position, the provisions of Article 16 shall apply notwithstanding that the conduct pre-dated the re-appointment or appointment to a librarian position.

Article 7: Responsibilities

- 7.01.1 The Chief Librarian shall, on appointment, provide the staff member with a written position description which sets out the general responsibilities of the position held by the staff member.
- 7.01.2 The Supervisor shall assign the specific duties of the staff member, bearing in mind the position description. The supervisor shall also determine, at least annually, performance expectations which shall be appended to the position description.
- 7.02.1 The Chief Librarian may revise the staff member's position description following consultation with the incumbent and, if requested by the incumbent, with the Association. The revision shall take into account the qualifications and experience of the incumbent.
- 7.02.2 The Chief Librarian may transfer a staff member to a different position in the University Library and, if so, shall provide the staff member with the position description for the new position. Prior to such transfer, the Chief Librarian shall consult with the incumbent and, if requested by the incumbent, with the Association.
- 7.02.3 The incumbent shall be informed of the right to have the Association consulted about the proposed changes.
- 7.02.4 The Chief Librarian shall provide to the Association, at its request, copies of position descriptions for positions under review, and shall inform the Association of proposed transfers.
- 7.03 A staff member may be assigned responsibilities in, but not limited to, any or all of the following: organizing, managing and ensuring access to information; providing reference, consulting and teaching services; developing and maintaining the Library's collection information systems; and managing human and financial resources and contributing to library administration.
- A staff member shall be expected to participate in service to the general public by making available the staff member's expertise and knowledge of the discipline, and, similarly, in professional associations and service to the profession.
- A staff member may undertake responsibilities in and be recognized for participation in the governance of the University and the Library.
- A staff member may participate in professional and scholarly research and may request that individual research projects be included in the specific responsibilities assigned. When a staff member participates in professional or scholarly research, such activity and research funds shall be administered in accordance with policies and procedures established by GFC, the Board or by the Vice-President (Research), following consultation with the Association. The policies and procedures shall be published in a manual or handbook which shall be available from the office of the Vice-President (Research). The policies and procedures shall be consistent with the terms of this Agreement; in the case of conflict, this Agreement shall govern. Questions arising from the administration of the policies and procedures or failure to comply with the policies and procedures shall be resolved in accordance with the procedures of this Agreement.

Annual Report

- 7.04 A staff member shall submit to the Supervisor and to the Chief Librarian an Annual Report on University responsibilities for the previous year. The form for such a report shall be approved by the LEC on the recommendation of the Chief Librarian.

Dispute Resolution

- 7.05 If there is a dispute with respect to the staff member's University responsibilities, a staff member shall have recourse to the Chief Librarian. The decision of the Chief Librarian shall be final and binding.

Reorganization

- 7.06 For the purpose of this clause, a reorganization shall be defined as the concurrent and related revision of the position descriptions of at least three staff members.
- 7.07 Prior to a reorganization, the Chief Librarian shall consult with the Association on the scope and nature of the reorganization and inform Library Council.
- 7.08 Each position description shall be revised in accordance with the procedures in 7.02.
- 7.09 No staff member shall be laid off as a result of a reorganization.

Article 8: Supplementary Professional Activities

Scope, context and authorization of supplementary professional activity

- 8.01 A staff member has a primary obligation to fulfil University responsibilities. A staff member who proposes to engage in activities outside the University which are related to his or her duties at the University or which are of a consulting nature, shall so inform the Chief Librarian. If the proposed activities are during regular office hours, the permission of the Supervisor and Chief Librarian, in writing, must be obtained prior to the staff member undertaking the activities. If University facilities are proposed to be used in the conduct of the outside activities, the permission of the Chief Librarian, in writing, must be obtained prior to the staff member utilizing such facilities. If the staff member expects to make extensive use of such facilities, the staff member may be required to reimburse the University for such use.
- 8.02 Under certain circumstances it is appropriate for staff members to assume responsibilities at the University in addition to their regular duties and for which they may receive additional remuneration. Requests to assume such additional responsibilities must be approved by the Supervisor and the Chief Librarian, in writing.
- 8.03 Such professional activity shall represent an integral part of the responsibility to relate theory to professional practice, thereby enabling professional practice to remain relevant.
- 8.04 Care must be taken by the staff member that the supplementary activities are not a conflict of interest with the University duties and do not prevent, hinder or unduly interfere with the staff member's primary responsibilities.
- 8.05 If there is a dispute with respect to a staff member's supplementary professional activity, the staff member shall have recourse to the Chief Librarian and the Provost, in that order. The decision of the Provost shall be final and binding.

Definition of supplementary professional activity

- 8.06 Without restricting the generality of the term supplementary professional activities, this category shall include any of the following:
- a) employment in any capacity by another employer; including the carrying out of teaching duties;
 - b) consulting;
 - c) personal services contracts.

Conditions

- 8.07 The authority and approval of supplementary professional activity is subject to the following conditions:
- a) The staff member shall not compete unfairly with professionals outside the University.
 - b) The supplementary professional activity shall not infringe upon the University's conflict of interest guidelines. (GFC Policy Manual Section 120.3)
 - c) The supplementary professional activity shall conform with regulations governing the use of University facilities and staff. (Research Policies and Services Manual)
 - 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 supplementary professional activity by the provision of students or postdoctoral fellows or the like; and notwithstanding that any formal contract with respect to those supplementary professional activity has not been negotiated by or approved by the University.
 - e) When engaged in supplementary professional activity, 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 supplementary professional activity.
- 8.08 Supplementary professional activities may be taken into account in the evaluation of a staff member's performance.

Article 9: Professional Leave

- 9.01 A staff member may be granted professional leave in accordance with the following procedures.
- 9.02 A staff member shall be eligible to apply for leave provided the staff member has completed the probationary appointment.
- 9.03 Leave shall only be awarded to a staff member who has a carefully prepared program which, in some way, will be of benefit to the Library.
- 9.04.1 A proposal for leave shall be prepared by the staff member following consultation with the Supervisor.
- 9.04.2 The proposal for leave shall include a description of the activity proposed during the leave, a statement of the benefit of such activity to the applicant and its value to the Library, and the salary level requested for the leave.
- 9.04.3 The staff member shall submit the proposal for leave to the Supervisor. The Supervisor shall append any comments and then forward the proposal to the Chief Librarian.
- 9.04.4 Upon receipt of a proposal for leave, the Chief Librarian shall call a meeting of the LEC and provide that committee with a copy of the proposal and the appended comments.
- 9.04.5 The LEC shall consider the proposal for leave and make a recommendation to the Chief Librarian, including a statement regarding the value of the leave to both the staff member and the Library and the appropriate salary level for the leave.
- 9.05.1 In determining the salary level, the LEC shall follow the principle that the level of salary shall reflect the proportionate benefit of the leave to the Library.
- 9.05.2 When the leave is determined to be of primary benefit to the staff member, the salary level shall be fifty percent of full salary.

- 9.05.3 When the leave is determined to be of equal benefit to both the staff member and the Library, the salary level shall be seventy-five percent of full salary.
- 9.05.4 When the leave is determined to be of primary benefit to the Library, the salary level shall be one-hundred percent of full salary.
- 9.05.5 Where LEC proposes a change to the salary level requested, LEC shall consult with the staff member prior to making its recommendation to the Chief Librarian.
- 9.06.1 Upon receipt of the advice of the LEC, the Chief Librarian shall decide whether or not the leave is to be awarded and, if it is awarded, the terms of the leave. The decision of the Chief Librarian shall be final and binding.
- 9.06.2 The Chief Librarian shall advise the staff member of the decision regarding the leave, and if approved, the terms of the leave.
- 9.07 During the period of leave, the staff member shall be eligible to participate, in full, in the benefit programs set out in Article 20, with the University continuing to pay the regular employer costs.
- 9.08 The period of leave may be from one month to one year. Proposals for part time leave shall be acceptable.
- 9.09 The staff member may receive grants or scholarships or other aid from outside agencies to assist in the financing of the leave program. Supplementary professional activity and research funds received during leave shall be governed by the provisions of Articles 7 and 8, respectively.
- 9.10 During leave, the staff member shall not undertake alternative employment without the advance written approval of the Chief Librarian.
- 9.11 A staff member shall be required by the Chief Librarian to sign a return to service agreement prior to going on leave with the return period not to exceed the period of leave.
- 9.12 The staff member shall submit a report on the leave activities within two months of returning from leave with copies to be provided to the Supervisor and Chief Librarian.
- 9.13 In the event that the staff member wishes to change the leave program from that approved by the Chief Librarian, he or she must re-submit the application for reconsideration. The new application shall set out the details of the new program and the reasons for the revision.

Article 10: Copyright

- 10.01 Pursuant to the *Post Secondary Learning Act (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.
- 10.02 The University hereby agrees that a staff member who creates a Work resulting from or connected with the staff member's duties or employment owns copyright in the Work.
- 10.03 Notwithstanding 10.02, the University will own or have interest in certain Works, as described in Appendix B.
- 10.04 Appendix B contains the detailed terms regarding Works created by a staff member.

Article 11: Patents

- 11.01 A discovery or invention made by a staff member which has patent possibilities may be patented either through the University of Alberta Patent Policy (appended as Appendix C), or through individual application.

- 11.02 The provisions of the University of Alberta Patent Policy shall apply to the sharing of revenues earned from a patent and to other questions arising from an application by the staff member.

Article 12: Probation and Tenure

Types of appointments

- 12.01 A staff member may be appointed with tenure, or may be appointed on probation leading to consideration for appointment with tenure.

Probationary periods

- 12.02 On appointment, a new staff member shall normally serve a probationary period of 36 months.
- 12.03 If a staff member serving a probationary period is granted one or more leaves, for a total of at least twelve weeks under this agreement, the probationary period shall be extended by the duration of such leave.

Consideration for appointment with tenure early in the probationary period

- 12.04.1 At any time before the expiry of a probationary period, the Chief Librarian may recommend to the LEC that the staff member be offered an appointment with tenure.
- 12.04.2 After considering the Chief Librarian's recommendation, the LEC may make one of the following decisions:
- a) that an appointment with tenure be offered the staff member, or
 - b) that the probationary period continue.

End of the probationary period

- 12.05 Not later than four months before the expiration of the staff member's probationary period, the Supervisor shall recommend to the LEC that one of the following decisions be made:
- a) that an appointment with tenure be offered to the staff member;
 - b) that the probationary period be extended by a period not exceeding one year, but only if such a recommendation has not been made before;
 - c) that no further appointment be offered to the staff member.
- 12.06 After considering the Supervisor's recommendations, the LEC shall make one of the following decisions:
- a) that an appointment with tenure be offered to the staff member; or
 - b) that the probationary period be extended by a period not exceeding one year, but only if such a decision has not been made before; or
 - c) that no further appointment be offered to the staff member.
- 12.07 LEC decisions shall be made in accordance with the procedures of Article 13.
- 12.08 A staff member whose appointment is terminated under 12.06 or 12.09 shall be entitled to a severance salary equal to one month's salary for each year of service as a staff member.

Termination during probation

- 12.09 A Supervisor may recommend to the Chief Librarian, and the Chief Librarian may recommend to the Provost that the probationary appointment of a staff member be terminated by giving one month's notice of such termination. The Provost shall provide the staff member an opportunity to respond to the recommendation. The effective date of the termination shall be one month from the date of notice, but the assignment of responsibilities may cease as of the date of notice.

Article 13: Evaluation

Authority

- 13.01 The Library shall have a LEC which shall be authorized to:
- a) consider and decide on recommendations for increments, in accordance with the schedule in 13.15,
 - b) consider and decide on recommendations for appointment with tenure,
 - c) determine procedures governing this Article and make such procedural rulings as are required of it under this Article,
 - d) advise the Chief Librarian on applications for leaves under Article 9.

Performance Review

- 13.02 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 the position description and performance expectations, appended thereto, in accordance with 7.01.2, including, where appropriate, supplementary professional activities.
- 13.03 [Vacant]
- 13.04 Increments shall be based on merit and not on length of service.
- 13.05 The decisions on appointment with tenure shall be based on an indication that the staff member is, and will in future be, capable of contributing effectively as a staff member given the performance of the responsibilities of a staff member while on probation.
- 13.06.1 Discontinuance of professional responsibilities during periods of childbirth leave, parental leave and medical leave (when the total of such periods of leave is less than six months in an academic year) shall require the extrapolation of the quality of performance for work done in the year to the full year.
- 13.06.2 Periods of secondment, disability leave, assisted leave and other forms of leave with pay, with partial pay or with no pay (as well as periods of leave or combination of leaves which exceed six months) shall not be considered in the evaluation of performance.
- 13.06.3 Notwithstanding 13.06.2, a staff member may request the Supervisor and LEC to take into account professional activities while on leave. The onus shall be on the staff member in material appended to the annual report to demonstrate to the Supervisor why such activity should be recognized.

Establishment of LEC

- 13.07 The composition of LEC shall be the Administrative Librarian responsible for Personnel as chair, three Administrative Librarians appointed by the Chief Librarian, and three staff members elected by the staff members on Library Council.

Responsibility for review of performance

- 13.08 The performance of staff members shall be evaluated as follows:
- a) The appropriate Supervisor shall evaluate the performance of staff members and submit recommendations thereon to LEC.
 - b) The Chief Librarian shall evaluate the performance of Administrative Librarians and submit recommendations thereon to LEC.
 - c) The Provost shall evaluate the performance of the Chief Librarian and submit a recommendation to the Board which shall, after consideration, decide.

Distribution of Increments

- 13.09 The number of increments available to the Library shall be determined in the negotiations in Article 19. In special circumstances the Provost, following consultation with the Association, may permit the maximum to be exceeded.

13.10 The calculation of the total number of increments available shall not include staff members at the salary ceiling of ranks.

Increments

13.11 Subject to 13.15, the Supervisor shall recommend to the LEC whether the staff member should receive an increment on the basis of performance. The recommendation shall be one of the following:

- a) 1, 1.50, 2, 2.50, 3, 3.50, 4, 4.50, 5, 5.50, 6;
- b) a partial increment which is less than a single increment which will bring the salary of a staff member to the maximum salary of the staff member's rank;
- c) no increment.

13.11.1 The normal award shall be 2 increments.

13.12 If the Supervisor recommends that no increment be awarded to a staff member, or if the LEC decides that no increment be awarded to a staff member, in either or both cases, it shall be identified as meaning one of the following:

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

13.13 A staff member whose appointment to the staff of the University takes effect in the period July 1 to October 1 is eligible to receive a full merit increment at one of the values referred to in clause 13.11 on the next following July 1. A staff member whose appointment to the staff of the University takes effect in the period October 2 to June 1 is eligible to receive a pro-rated merit increment on the next following July 1, the proportion of a full increment depending on the number of months he or she will have served by July 1. A staff member whose appointment to the staff of the University takes effect in the period June 2 to June 30 will not, normally, be eligible to receive a merit increment on the next following July 1.

Appointment with tenure

13.14.1 The award of appointment with tenure shall be decided by the LEC following review of the staff member's performance over the complete career at the University of Alberta.

13.14.2 Recommendations for appointments with tenure shall be made in accordance with Article 12.

13.14.3 LEC shall determine procedures governing applications for granting tenure. Such procedures shall provide for the following:

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

13.14.4 While a staff member is on probation, the Supervisor shall meet regularly with the staff member (at least annually) to apprise the staff member of progress, or lack thereof, of future expectations of performance, of any deficiencies in performance and, where appropriate, to recommend measures which would improve performance.

Review of performance

- 13.15.1 When a staff member was not evaluated by LEC in the preceding year, his or her performance shall be evaluated by LEC.
- 13.15.2 Subject to 13.15.3, where a staff member was evaluated by LEC in the preceding year, his or her performance shall not normally be evaluated by LEC.
- 13.15.3 Notwithstanding 13.15.2, a staff member shall be evaluated by LEC where:
- a) the staff member is on probation;
 - b) the staff member requests a review by LEC, such request to be submitted to the Supervisor, in writing, by January 15;
 - c) the Supervisor decides that there shall be a review by LEC, with the Supervisor so to advise the staff member, in writing, by January 15; and
 - d) the staff member was awarded less than a single increment by LEC in the preceding year, although eligible to receive a single increment.
- 13.15.4 When a staff member is not evaluated by LEC, the staff member shall receive 2 increments provided that the staff member is eligible for such an award.
- 13.15.5 In its evaluation of a staff member, LEC shall consider the performance of that staff member over the period since its last evaluation, i.e., over the last two years or the last year, depending on which case applies under 13.15.1 - 13.15.3.
- 13.15.6 The Supervisor shall meet annually with the staff member to discuss performance and to set performance expectations for the coming year. Where required, in accordance with 13.15.1 - 13.15.3, the Supervisor shall submit a written recommendation on incrementation to LEC. When the Supervisor is an Operations Librarian, the Supervisor shall discuss the recommendation with the Administrative Librarian.
- 13.15.7 If a staff member chooses not to meet with the Supervisor as provided under 13.15.6, the Supervisor shall, nonetheless, submit a written recommendation as required.
- 13.15.8 The staff member shall be provided with a copy of the written recommendation regarding incrementation at least fifteen days before the recommendation is considered by LEC.
- 13.16 The Supervisor shall ensure that each staff member is reviewed by LEC at least biennially and shall inform the staff member of such review in accordance with 13.15.1 - 13.15.3.

Access to records

- 13.17 Evidence and material considered by the LEC may be received in confidence and need not be provided to the staff member. Where a staff member has the right to appear before LEC, the staff member shall receive a summary of such confidential material prior to the hearing, such summary to be prepared by the Chair of LEC. Under no circumstances shall confidential material rendered in proceedings under this Article be used against the author thereof in collateral proceedings.

LEC procedures

- 13.18 LEC shall schedule its meetings so that all decisions about increments are reached by June 30. The schedule shall provide for sufficient time for the consideration of contested cases.
- 13.19 At least fifteen days prior to the meetings of the LEC, the recommendations of the Supervisor shall be forwarded to the staff member and to the LEC Chair.
- 13.20 A quorum for LEC shall be six members.
- 13.21 All decisions of LEC are by majority vote of the members present and eligible to vote.
- 13.22 LEC may permit resource persons to attend meetings to assist in the administration of its activities.

13.23 When LEC has reached a decision in a case, the LEC Chair shall, as soon as possible thereafter and normally within 15 days of the decision, convey the decision in writing to the staff member at the staff member's campus mail address. Decisions regarding increments shall take effect on the following July 1. Decisions regarding appointment with tenure shall take effect immediately.

13.24 [Vacant]

13.25 In circumstances where:

- a) LEC does not approve a recommendation for tenure;
- b) LEC does not approve a recommendation for an extension to the probationary period;
- c) LEC decides to award no increment when the recommendation of the Supervisor was to award one or more increments;
- d) LEC decides to cite a no increment award as unsatisfactory and unacceptable when the recommendation of the Supervisor was not so to cite;

such circumstances shall be considered as the preliminary position of LEC and the LEC Chair shall immediately inform the staff member, in writing, of the preliminary position, provide the staff member with the issues of concern to LEC and, subject to 13.26 (c), offer to meet with the staff member to discuss the case.

13.26 a) In a case arising under 13.25, the Supervisor shall inform the LEC Chair and the staff member, in writing, whether the Supervisor continues to support the original recommendation to LEC, or now supports LEC's preliminary position.

b) If the Supervisor continues to support the recommendation, the Supervisor shall present and defend the recommendation at the contested case hearing. The staff member may, in addition, present material and attend the hearing in accordance with the procedures for contested cases. The LEC Chair shall ensure that the staff member is aware of any materials the LEC has received or expects to receive and of witnesses it expects to call.

c) If the Supervisor supports the preliminary position of LEC, the procedures of contested cases shall apply in full and the Supervisor shall replace the original recommendation with the preliminary position of LEC. In such a case, the Supervisor shall advise the staff member of his or her support for the preliminary position of LEC and offer to meet with the staff member to discuss the case, thereby replacing the LEC Chair under 13.25.

13.27 The staff member shall, within five days of receipt of the information under 13.25 inform the LEC Chair in writing whether or not the staff member wishes the case to be reconsidered by LEC.

13.28 The procedures of contested cases shall apply to such reconsideration.

13.29 If the staff member does not request reconsideration by LEC, then the preliminary position of LEC shall become its decision and that decision shall stand.

Contested cases

13.30 A contested case is one where the staff member has the right to appear before LEC:

- a) where the Supervisor recommends that no increment be awarded, as in 13.12 (b) or 13.12 (d);
- b) where the Supervisor recommends that appointment with tenure not be awarded,
- c) in cases arising pursuant to 13.25.

13.31 At least fifteen days before the LEC hearing, the staff member shall advise the LEC Chair whether or not he or she shall appear at the hearing and whether or not he or she shall submit material. Both attendance and submission of material is permissible. If the staff member decides to submit material, such material shall be (a) a statement in reply to the Supervisor's recommendation; and (b) any written material in support of the case. If the staff member decides to appear at the hearing, he or she shall advise the LEC Chair, in writing, the names of any persons who the staff member has asked to appear before LEC.

13.32 At least ten days before the hearing, the Supervisor shall submit to the LEC Chair, with a copy to the staff member:

- a) a statement in reply to the staff member's submission, if any;
- b) any written material in support of the case;
- c) a list of names of any persons the Supervisor wishes to appear before LEC.

13.33 The LEC Chair may, after examination of the material submitted, be of the opinion that some of that material is too bulky or is of such marginal relevance to the case that a summary or list of the material shall suffice. In such an event, the LEC Chair shall prepare such a summary or list and provide copies to the staff member, the Supervisor and LEC. The original material shall be held available in the office of the LEC Chair for examination by the staff member, the Supervisor and LEC. The LEC Chair shall bring the original material to the LEC hearing.

Hearings in contested cases

13.34 LEC shall not be bound by rules of evidence or procedures applicable to courts of law.

13.35 Procedural rulings shall be made by the LEC Chair, but are subject to reversal by majority vote of LEC.

13.36 Except for material received under 13.17, if written material is disputed by either the staff member or the Supervisor, LEC shall not receive the material unless the writer appears before LEC for questioning. If the writer is not available to appear, the LEC Chair shall rule on the admissibility of the material.

13.37 Both the staff member and the Supervisor shall have the right to call and question witnesses, to question one another and to present oral arguments.

13.38 If a staff member chooses to appear before LEC to present a case, both the staff member and the Supervisor shall be entitled to be present during the presentation of the case.

13.39 The LEC Chair shall determine the order of presentation of materials, of directing questions and of oral arguments.

13.40 The staff member shall present the case personally, except when the staff member is on leave, in which case the staff member may appoint another staff member to act as representative. The staff member has the right to be accompanied by an advisor, but not legal counsel.

13.41 LEC shall have the right, on its own initiative, to request additional material and to call witnesses.

13.42 The Supervisor shall satisfy LEC that, on the basis of evidence submitted, the recommendation is appropriate.

13.43 The Supervisor shall withdraw from the hearing of LEC which considers the case following the hearing of witnesses and presentation of materials, i.e. before the deliberation portion of the meeting, except where the Supervisor supports the position of the staff member in which case the Supervisor shall attend the deliberation portion of the meeting and be allowed to vote.

13.44 LEC shall not be required to issue reasons for the decision.

Article 14: Unacceptable Performance

14.01 The LEC Chair shall refer the record of a staff member to the Provost with a recommendation that the staff member be disciplined for unacceptable performance if the performance has been cited as unsatisfactory and unacceptable, provided that the staff member's performance has also been cited as unsatisfactory and unacceptable in either of the two preceding years, and further provided that, if the staff member had appealed the decision to GAC, such appeal was not upheld.

14.02 The record of the staff member shall include copies of all material about the staff member which had been before LEC in the last three years and before GAC in any appeals made by the staff member in those years and any additional material which the LEC Chair adds to support the recommendation.

- 14.03 The recommendation shall be filed with the Provost within twenty days of the decision of the LEC Chair or, if the decision has been appealed under Article 15, of the decision of GAC.
- 14.04 As soon as possible following receipt of the material under 14.01 and 14.02, the Provost shall provide a copy of that material to the staff member except that which is confidential.
- 14.05 The staff member may submit material in response to that submitted under 14.01 and 14.02, with such material to be submitted to the Provost within fifteen days of receipt of the material under 14.01 and 14.02.
- 14.06 The Provost shall offer to meet with the staff member and each party may be accompanied by an advisor at such a meeting, but each party shall, not later than the day before the meeting, inform the other who the advisor will be.
- 14.07 Following any meeting under 14.06 and any other consultations the Provost chooses to have, the Provost shall, in writing:
- a) not approve the recommendation of the LEC Chair; or
 - b) penalize the staff member in accordance with 16.14, stating the effective date of such penalty.
- 14.08 The Provost shall, as soon as possible after reaching a decision under 14.07, advise the staff member, the LEC Chair and the Association of the decision, in writing.
- 14.09 The onus shall be on the LEC Chair to establish that, on the balance of probabilities, the performance of the staff member be declared unsatisfactory and unacceptable and that a penalty be assessed by the Provost.
- 14.10 The staff member may appeal the decision under 14.07 by so advising the Provost, in writing, within ten days of the date of that decision.
- 14.11 As soon as possible after receipt of the notice of appeal under 14.10, the Provost shall establish a review board to consider the appeal. The membership of the review board shall be:
- a) one staff member who is familiar with the professional activity of the staff member, appointed by the LEC Chair;
 - b) one staff member who is familiar with the professional activity of the staff member, appointed by the staff member; and
 - c) one person appointed by the other two appointees, to chair the review board.
- If the first two appointees fail to agree on a person to chair the review board, the Provost shall apply to the Chairman of the Labour Relations Board, Department of Labour, Province of Alberta, for the appointment of the person to chair the review board
- 14.12 In its consideration of the appeal, the review board shall follow the procedures for arbitration in Article 29 except those set out in 29.02, 29.03, 29.09, 29.10, 29.16, 29.23 and 29.24.
- 14.13 Notwithstanding the provisions of 29.16, the onus shall be on the staff member to establish, on the balance of probabilities, that the decision of the Provost should be upheld, varied or dismissed.
- 14.14 The decision of the review board shall be final and binding.
- 14.15 Each party shall bear the fees and expenses of his or her own appointee to the review board under 14.11, while the two parties shall share equally the fees and expenses of the review board chair.
- 14.16 If the review board upholds the appeal of the staff member, and if the LEC Chair determines that the performance of the staff member is unsatisfactory and unacceptable in either the following year or the next following year, the conditions would again exist for another referral under 14.01.

- 14.17 All dates and times established by this Article may be varied by the mutual written consent of the staff member, the LEC Chair and the Provost.

Article 15: Appeals

Definitions

15.01 In this Article:

- a) "Advisor" means the person who will assist the appellant or the respondent at the hearing of the appeal and shall include legal counsel if the appellant or the respondent elect to retain counsel;
- b) "Appellant" means the staff member who has appealed;
- c) "Chair" means the chair of the GAC; and
- d) "Respondent" means the LEC Chair.

GAC membership

15.02 Appeals under this Article shall be heard by a committee to be known as the GAC, the membership of which shall be:

- a) the Provost, or designate, as Chair;
- b) two tenured faculty members selected by the Provost from the panel established in accordance with 15.03;
- c) subject to 15.04, three tenured staff members selected jointly by the President and the President of the Association, for the particular case at hand.

15.03 The two faculty members described in 15.02 (b) shall be selected from a panel to consist of at least twelve tenured faculty members who shall be appointed jointly by the President and the President of the Association. Membership on the panel shall be for a term of three years, staggered, and a member may be reappointed. Selection of the two faculty members from the panels shall be on a rotation basis, provided that if a faculty member selected by rotation is unable to serve, the Provost shall select the next person in the rotation.

15.04 The three staff members referred to in 15.02 (c) normally shall not be from the same unit as the appellant; however, if the President and the President of the Association agree, either or both of the staff members may be from the same unit as is the appellant.

15.05 Subject to 15.06, the quorum of the GAC shall be all the members provided for in 15.02.

15.06 If, after a hearing commences, one GAC member appointed under 15.02 (b) or one GAC member appointed under 15.02 (c), or both, cannot continue to serve due to circumstances beyond the member's control as determined by the Chair, a quorum shall exist notwithstanding the absence of such member or members for the balance of the proceedings.

Right to appeal

15.07 A staff member may appeal the following decisions to the GAC in accordance with the provisions of this Article, provided that the staff member has appeared before the LEC to present a case, or has submitted documentation to the LEC to support a case:

- a) the decision of the LEC not to offer a further appointment upon the termination of a probationary appointment;
- b) the decision of the LEC not to award an increment which is less than one if the staff member is eligible for an increment;
- c) the decision of the LEC to designate an increment as unsatisfactory and unacceptable (pursuant to 13.12 d));
- d) the decision of the Provost to terminate an appointment during probation (pursuant to 12.09).

15.08 In a case where a staff member appeals under both of 15.07 (b) and (c), the appeals shall be consolidated and shall be heard and determined by the GAC as one appeal.

- 15.09 An appeal shall be commenced by submitting a written notice of appeal to the Chair and to the respondent within ten days after the Appellant is notified of the decision being appealed.

Pre-hearing procedures

- 15.10 As soon as reasonably possible after a notice of appeal is submitted, the members of the GAC shall be selected in accordance with 15.02 to 15.06.
- 15.11 Upon selection of the members of the GAC, the Chair shall notify the Appellant and the Respondent of the names of each member. Within five days of receiving notice of the names of the GAC members appointed under 15.02 (b) and (c), the Appellant or the Respondent may file an objection in writing with the Chair to any such member sitting on the appeal on the ground of reasonable apprehension of bias, and such objection shall state the basis upon which it is made.
- 15.12 If the Chair is of the opinion that a reasonable apprehension of bias has been made out by the objector, the Chair shall take steps to have a replacement appointed in accordance with the procedures set out in 15.03 and 15.04.
- 15.13 A decision of the Chair under 15.12 may be made without a hearing and shall be final and binding.
- 15.14 Within ten days of the date the decision of LEC is mailed to the Appellant, the Appellant may commence an appeal. The Appellant shall file with the Chair a statement of appeal and enclose a copy of the letter advising the staff member of the LEC decision being appealed.
- 15.15 As soon as reasonably possible following receipt of the letter under 15.14, the Chair shall request of the Respondent a copy of all materials submitted to LEC.
- 15.16 Within five days of the date of the request in 15.15, the Respondent shall file with the Chair all materials submitted to LEC.
- 15.17 As soon as reasonably possible following receipt of the materials in 15.16, the Chair shall send an indexed copy thereof to the Appellant.
- 15.18 Within fifteen days of the date the material forwarded in 15.17 is mailed to the Appellant, the Appellant shall file with the Chair a detailed written statement which shall include:
- a) the basis on which the appeal is lodged, including a statement of the grounds on which the decision of the LEC is considered to be inappropriate;
 - b) the decision which the Appellant requests the GAC to make, such decision to be consistent with the powers of the GAC as set out in 15.49;
 - c) a list of any persons whom the Appellant wishes to appear before the GAC as witnesses;
 - d) the name of any advisor who shall accompany the Appellant at the GAC hearing; and
 - e) such other material as the Appellant considers to be relevant that was not submitted in the proceedings before LEC and, recognizing that the GAC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the party seeking to adduce the evidence could have presented it to the LEC.
- 15.19 [Vacant]
- 15.20 As soon as reasonably possible following the receipt of the materials in 15.18, the Chair shall send an indexed copy thereof to the Respondent.
- 15.21 Within fifteen dates of receipt of the material forwarded under 15.20, the Respondent shall file with the Chair a detailed written statement which shall include:
- a) a statement in reply to the statement and materials submitted by the Appellant under 15.18;
 - b) the minutes, if any, of LEC, as they relate to the Appellant;
 - c) a list of any persons whom the Respondent wishes to appear before the GAC as witnesses;
 - d) the name of any advisor who shall accompany the Respondent at the GAC hearing;
 - e) a copy of the position description and work expectations in accordance with 7.01, 7.02 and 13.02;

- f) such other material as the Respondent considers to be relevant that was not submitted in the proceedings before LEC, recognizing that the GAC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the party seeking to adduce the evidence could have presented it to the LEC.
- 15.22 As soon as reasonably possible following the receipt of the material forwarded under 15.21, the Chair shall send an indexed copy thereof to the Appellant.
- 15.23 Notwithstanding 15.17, 15.20 and 15.22, if the Chair is of the opinion that any of the material is too bulky for cost-effective reproduction, or is of no or of marginal relevance to the case, the Chair shall prepare a list of that material, together with a short summary of the content thereof, and shall forward such list and summary to the Appellant or Respondent, as the case may be. The original of the material shall be held available in the Chair's office for examination at any reasonable time by the Appellant, the Respondent and the members of GAC.
- 15.24 Notwithstanding the time limits set out in 15.18 and 15.21, the Chair, on the application of the Appellant or the Respondent, may extend in writing any of the said time limits where the Chair is of the opinion that the applicant for an extension has a reasonable ground for requesting such extension. The decision of the Chair may be made without a hearing and shall be final and binding.
- 15.25 No material may be submitted to the Chair after the deadlines set out in 15.18 and 15.21 or after the extensions granted under 15.24, without the written consent of the Chair.
- 15.26 The Chair shall determine the time and place for a hearing of the appeal, such hearing to be held within a reasonable time after all materials have been filed pursuant to 15.18 and 15.21, but no earlier than thirty days after filing of the notice of appeal.
- 15.27 The Chair shall give at least ten days written notice of hearing to the Appellant and the Respondent.

Hearing procedures

- 15.28 The GAC shall hold a hearing on the appointed date, time and place, and such hearing shall be restricted to committee, Appellant, Respondent and advisors and such resource personnel as the committee determines.
- 15.29 The GAC may adjourn the hearing from time to time.
- 15.30 The GAC may tape record the hearing and may use the tape recording during its deliberations. The Appellant and the Respondent, and their respective advisors, may listen to the recording in the office of the Chair within twenty days of the issuance of the decision of the GAC, but no copies may be made. The recording may be destroyed by the Chair at any time after thirty days of the date of issuance of the decision of the GAC.
- 15.31 The Chair shall make available to members of the GAC a copy of all the materials filed with the Chair under this Article.
- 15.32 At the hearing, the GAC may not accept any written evidence that was not submitted in accordance with 15.18 and 15.21 unless it is of the opinion that, with the exercise of reasonable diligence, the party seeking to adduce the evidence could not have done so in accordance with the said articles.
- 15.33 GAC has the right to request additional material and to call and compel the attendance of further witnesses.
- 15.34 GAC is not bound by rules of evidence or procedures applicable to courts of law.
- 15.35 Both the Appellant and the Respondent have the right to call and question witnesses, to question one another and to present oral arguments.

- 15.36 The order of presentation at the hearing shall be as follows:
- a) the Respondent's case;
 - b) the Appellant's case;
 - c) rebuttal by the Respondent;
 - d) closing argument by the Respondent; and
 - e) closing argument by the Appellant.
- 15.37 It shall be the responsibility of the Appellant and the Respondent to secure the attendances of the witnesses to be called by each.
- 15.38 The onus of proof, which shall be on the balance of probability, shall be on the Appellant.
- 15.39 The Chair shall make all rulings in respect of procedure, subject to reversal by a vote of the majority of the GAC, which vote may be taken in private.

Post-hearing procedures

- 15.40 Upon the conclusion of the hearing or within a reasonable time thereafter, the GAC shall deliberate in private and render a decision by a vote of the members.
- 15.41 Subject to 15.06, all members of the GAC shall vote, except for the Chair.
- 15.42 Where the vote of the members of the GAC is a tie, the Chair shall vote.
- 15.43 The vote of the members of the GAC shall be by secret ballot.
- 15.44 The decision of the GAC shall be in writing with reasons and a copy thereof shall be sent to the Appellant and to the Respondent within two weeks of the conclusion of the hearing.
- 15.45 The decision of the GAC shall be final and binding.
- 15.46 The decision of GAC shall be made no later than September 30 next following the date of the LEC's decision in the case of appeals of incrementation decisions and not later than 90 days from the date the appeal is filed in the case of appeals about decisions concerning the award of tenure or extension of probation or termination during probation.
- 15.47 All binders of material are to be returned, except from the Appellant and Respondent, and destroyed. All notes are to be destroyed six weeks from the date of the decision.

Jurisdiction of the GAC

- 15.48 The GAC shall:
- a) allow the appeal if it finds the decision to have been unfair based on the evidence before it,
or
 - b) dismiss the appeal.
- 15.49 Where the GAC allows the appeal, it has the power:
- a) in the case of an appeal of a decision by the LEC not to offer an appointment with tenure upon the termination of the probationary period, to award such an appointment or to extend the probationary period by one year;
 - b) in the case of an appeal of a decision by the LEC to award no increment, to uphold the decision to award no increment but the GAC may change any identification as to meaning in the decision made under 13.12 to any other identification more favourable to the Appellant.
 - c) in the case of an appeal of a decision of the Provost, under 12.09, to terminate the appointment of a staff member during probation, to establish a revised end date for the probationary period. The revised end date shall provide approximately as much time as was available in the original probationary period prior to the start of the proceedings.
- 15.50 The GAC shall be bound by the position description and work expectations pursuant to 13.02.

- 15.51 Where there has been a non-compliance with respect to any part of this Article concerning the procedures required to be followed leading up to the hearing, the GAC may nonetheless proceed with the hearing on its merits if it is of the opinion that the defect in procedure has not prejudiced any of the parties and shall not result in a substantial wrong or miscarriage of justice.

Time limits

- 15.52 Except for the times established in 15.18 and 15.21, to which 15.25 applies, all dates and times established by this Article may be varied by the mutual written consent of the Appellant, the Respondent and the Chair.

Article 16: Discipline

Written complaints about staff members

- 16.01.1 Any person may make a written complaint to the Provost about the conduct of a staff member, including in the complaint a description of the act or omission complained about.
- 16.01.2 The Provost may exercise discretion not to authorize an investigation if the complaint is vexatious or frivolous.
- 16.01.3 Use of this Article is inappropriate where there are other existing dispute resolution mechanisms. In such cases, disputes shall be resolved in accordance with these mechanisms. The Provost shall refer the case to the appropriate mechanism.
- 16.01.4 Initiation of actions under this Article shall be guided by the principles set out in Appendix G.
- 16.02 If the written complaint is not received by the Provost within six months of the date the alleged conduct became known or ought reasonably to have been known to the complainant, the matter shall be considered as closed, and cannot be acted on by the Provost. Where circumstances reasonably warrant, the Provost, at his discretion, may waive this clause.

Notification and Preliminary Discussion

- 16.03 On acceptance of a complaint, the Provost shall immediately send a copy of it to the respondent; at the same time, the Provost shall advise the respondent of the availability of advice by the Association and send a copy of the complaint to the Association. In the notice of complaint, the Provost shall advise the respondent of his or her right to meet directly with the Provost or his designate to discuss the complaint. The purpose of this meeting is to provide the respondent and the Association the opportunity to make representation to the Provost. If the Provost decides to dismiss the complaint under Article 16.04 (b), the Provost shall first offer to meet with the complainant and provide to the complainant his reasons for dismissing the complaint.

Duties of the Provost Following Acceptance of the Complaint

- 16.04 The Provost shall, within ten days following receipt of the complaint, make one of the following decisions, and so advise the staff member and complainant, in writing:
- a) to authorize an investigation of the complaint; or
 - b) to dismiss the complaint; or
 - c) to require the complainant and the staff member to follow, within 15 days following acceptance of the complaint, the alternative dispute resolution process of 16.17-16.19 shall be attempted.
- 16.05 If the Provost dismisses the complaint, the matter ends with that decision.
- 16.06 [Vacant]

The investigation

- 16.07 If the Provost authorizes an investigation of the complaint, the Provost shall within twenty days appoint a person to carry out an investigation to be completed within a reasonable period of time. Persons appointed to carry out investigations shall be selected from a list of investigators agreed to by the parties to this Agreement.

- 16.08.1 The investigator shall meet with the respondent and the complainant, and shall provide the respondent and complainant the opportunity to make written representations.
- 16.08.2 The investigator may meet with such person who could provide information relevant to the complaint. The investigator may receive materials submitted, whether at the investigator's request or unsolicited, and shall not be bound only by the original letter of complaint.
- 16.08.3 If the complainant or the respondent resides outside the Edmonton area, the investigator may make electronic/telecommunication arrangements with that person, or persons, to obtain a reasonably complete account of all particulars relevant and in response to the complaint.
- 16.08.4 The investigator may offer the respondent and the complainant an opportunity to meet together, with the investigator, to clarify information.
- 16.08.5 In any meetings between the investigator and the respondent or the complainant, those parties may be accompanied by an adviser and, in such a case, the party shall inform the investigator of the name of the adviser not later than one day before the meeting.
- 16.09.1 Upon completion of the investigation, the investigator shall submit a written report to the Provost, with a copy to the respondent and the complainant.

Response to the investigation report

- 16.09.2 The respondent and the complainant may each submit a written response to the investigation report to the Provost within ten days of receipt of that report; the Provost shall send a copy of such response to the other party within ten days of receipt.
- 16.09.3 Within ten days, the respondent and the complainant may submit written rebuttals to the responses made under 16.09.2. The rebuttal statements under 16.09.3 shall be the last submissions under the complaint, unless the Provost requests further submissions.

Meeting to discuss the report and responses

- 16.10.1 Before making a decision, the Provost shall offer to meet with the respondent and the complainant. The Provost may contact other persons if (s)he believes such contacts will be of assistance.
- 16.10.2 The Provost may require further investigation. If a supplementary report is submitted, a copy will be sent to the respondent and the complainant. The procedures of 16.09.2, 16.09.3, and 16.10.1 (responses, rebuttals and meetings) shall then apply.
- 16.11 At any meeting between the Provost and the respondent or the complainant, each party may be accompanied by an adviser. Each party shall inform the other who the adviser will be at least one day before the meeting.

Extension of deadlines

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

Decision of the Provost

- 16.13 The Provost shall, in writing:
- a) dismiss the complaint; or
 - b) penalize the respondent in accordance with 16.14, stating the effective date on which the penalty is imposed. Such decision shall be final and binding, subject to arbitration under 16.23.
- 16.14 The penalty may include one or more of the following:
- a) a letter of reprimand;
 - b) a fine;
 - c) a reduction in salary;
 - d) suspension with or without pay;

- e) dismissal; or
- f) other appropriate penalty.

16.15 The Provost shall advise the staff member of the decision, in writing, and shall inform the complainant, the Department Chair, the Dean, and the Association of the decision.

Effect of Procedures in Alternative Forums

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

Alternative dispute resolution

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

16.18 If such alternative dispute resolution procedure is successful, the parties shall notify the Provost, in writing, and no further action on the complaint shall be taken. If such procedure is not successful, the Provost shall be so advised by the mediator. In such a case, the matter shall revert to 16.04.

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

Communications

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

- a) by courier, to his or her last known residential address as registered with Human Resources, and
- b) by delivery to the respondent's departmental address.

16.21 [Vacant]

Association's options

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

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

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

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

Effective date of penalty

16.25 The effective date of the penalty shall be determined by the Provost, unless the Association has decided to submit the matter to arbitration under Article 16.23.

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

- a) in cases involving suspension or dismissal, where health, safety or welfare of the University campus community is involved or the actions under review involve an immediate threat to the functioning of the University; or
- b) in cases alleging abandonment of employment.

16.27 Proceedings under this article shall be restricted and private to persons involved. When discipline is imposed, publicity shall be restricted to those persons who have a need to know about the case (including the Department Chair and the Dean). When discipline is not imposed, publicity shall be

restricted to that which is necessary to correct information which may have become known. When a resolution is reached in accordance with the procedures of 16.17 to 16.19, both parties must agree before any publicity that refers to information provided in the process can be authorized. Prior to releasing any information beyond administrative officers of the University, the Provost shall consult with the President of the Association. In cases where discipline is not imposed, the Provost shall also consult with the respondent.

Article 17: Resignation

- 17.01 A staff member intending to resign shall submit a formal letter of resignation to the Chief Librarian with as much notice as possible before the effective date of resignation.
- 17.02 The Chief Librarian shall consult with the Provost. The Chief Librarian shall accept the resignation on behalf of the University.
- 17.03 A staff member may receive on resignation, an amount in lieu of vacation time accrued but not taken, but such an amount shall not exceed one year's vacation entitlement. The payment shall be based on the salary rate as of the effective date of the resignation.

Article 18: Retirement

- 18.01 For the purpose of this Agreement, the "normal date of retirement" shall be the June 30 coincident with, or following, the attainment of age 65.
- 18.02 For the purpose of this Agreement, "early retirement" is defined as a decision to terminate employment under the provisions of this Article, at any date following the attainment of age 55 but prior to the normal date of retirement.
- 18.03 A staff member shall, normally, provide six (6) months written notice of intent, in accordance with the format in appendix A.2, to take early retirement.
- 18.04 For the purpose of this Agreement "deferred retirement" is defined as a decision to terminate employment under the provisions of this Article beyond the normal date of retirement.
- 18.05 For the purpose of this Agreement, the "deferred date of retirement" shall be any date beyond the normal date of retirement.
- 18.06 In order to enable both academic planning and personal retirement planning, prior to the normal date of retirement and with as much notice as possible (eighteen (18) months is highly recommended), a staff member shall provide to the Chief Librarian, either:
 - a) an irrevocable written notice of retirement, in accordance with the format in appendix A.2, effective on the normal date of retirement. This date can be amended to an earlier date with sufficient notice. The Chief Librarian shall forward the notice of retirement to the Provost; or
 - b) A written notice of intent, in accordance with the format in appendix A.2, to defer retirement.
- 18.07 In order to enable both academic and personal retirement planning, prior to the deferred date of retirement and with as much notice as possible (eighteen (18) months is highly recommended), a staff member shall provide to the Chief Librarian:
 - a) An irrevocable written notice of retirement, in accordance with the format in appendix A.2, specifying the deferred date of retirement. This date can be amended to an earlier date with sufficient notice. The Chief Librarian shall forward the notice of retirement to the Provost.
- 18.08 In accordance with the provisions of the Universities Academic Pension Plan (UAPP) in effect at June 30, 2006, and in accordance with the Income Tax Act and regulations therein as promulgated from time to time, a staff member must commence the receipt of monthly pension benefits no later than the December coincident with, or following the attainment of, age 69. At such time, the staff member shall be eligible to continue employment under this Agreement on a full-time basis and membership in the UAPP (or successor plan) ceases.

Phased Retirement Periods

- 18.09 The Provost may grant a staff member either a phased pre-retirement period of employment OR a phased post-retirement period of employment, provided the appropriate notice periods are complied with. A staff member who has not provided the appropriate notices may be eligible for phased retirement but the decision of such eligibility shall be made by the Chief Librarian.
- 18.10 At least three (3) months prior to completing arrangements for a phased retirement period, the Chief Librarian shall provide in writing to the staff member the assignment of duties required under the part time status and the Chief Librarian and the staff member shall agree in writing on the expectations of the staff member in duties expected but not directly assigned. Such assignment and statement of expectation shall be based on application of Article 7.

Phased Pre-Retirement Period

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

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

- 18.14 During the phased pre-retirement leave period, the staff member shall be eligible to participate in the benefit programs provided in this Agreement and as outlined in Appendix H with the Board paying the full premium cost of such programs.
- 18.15 Subject to the provisions of the Universities Academic Pension Plan, the staff member may choose to establish the phased pre-retirement period as pensionable service under that Plan and, if so, the Board and the staff member shall make the appropriate contributions calculated on the basis of the unreduced salary rate.

Phased Post-Retirement Period

- 18.16 For the purposes of this Agreement, “phased post-retirement period” is defined as a period of re-employment immediately following an early, normal, or deferred retirement date.
- 18.17 The Provost may grant a staff member a phased post-retirement period if the staff member has not taken a phased pre-retirement period and by providing as much notice as possible (eighteen (18) months is highly recommended).
- 18.18 The phased post-retirement period shall consist of one of the following sets of conditions:

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

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

Article 19: Collective Bargaining Time Lines

- 19.01 The parties may vary the timelines under this Article by mutual agreement.

Notice to Commence Collective Bargaining

- 19.02 By December 1 of the year preceding the Expiration Date, either party may give the other notice in writing of its intent to commence collective bargaining.

- 19.03 The written notice from one party to the other for the purpose of commencing collective bargaining shall contain or be accompanied by a statement showing the name and addresses of not more than seven (7) persons authorized to do all of the following on behalf of the Board or the Association:

- a) bargain collectively;
- b) conclude an Agreement; and
- c) sign an Agreement.

One of the 7 persons authorized to negotiate for the party providing the written notice shall be designated as Lead Negotiator.

- 19.04 By January 15 following the receipt of the written notice to commence collective bargaining, the receiving party shall, by notice in writing to the other party, name not more than seven (7) persons authorized to do all of the following on its behalf:

- a) bargain collectively;
- b) conclude an Agreement; and
- c) sign an Agreement.

One of the 7 persons authorized to negotiate for the receiving party shall be designated as Lead Negotiator.

- 19.05 As part of the notice to commence collective bargaining, each party shall inform the other of the process it shall follow to ratify the negotiated Agreement. This process shall remain in effect for the duration of the collective bargaining process.

- 19.06 Notice for the purpose of commencing collective bargaining shall be addressed in the case of the Board to the Provost and in the case of the Association to the President of the Association. In the case of the Board, notice may be served on the Provost in person or by email. In the case of the Association, notice may be served on the President or the Executive Director in person or by email.

- 19.07 Any changes with respect to the persons specified in 19.03 or 19.04 shall forthwith be communicated in writing to the other party to the collective bargaining process.

Commencement of Negotiations

- 19.08 By February 1st following the written notice in accordance with 19.04, the parties shall meet for the purpose of exchanging collective bargaining proposals. Proposals shall include a complete list of the items that each party wishes to negotiate and set forth each party's position on the items within their respective proposals.

- 19.09 The parties shall bargain collectively in good faith and make every reasonable effort to enter into an Agreement.

- 19.10 Each party may invite consultants and resource persons to attend negotiating sessions.

Settlement and Ratification

- 19.11 Where a settlement has been reached, the parties shall refer it to the Board and to the Association for ratification.

- 19.12 If an Agreement is reached but not ratified by one or both parties, collective bargaining shall resume in an effort to achieve a settlement of unresolved bargaining issues. In such case the parties shall continue to bargain collectively in good faith and make every reasonable effort to enter into an Agreement.
- 19.13 The parties may mutually agree to a binding settlement of unresolved bargaining issues by referral to a binding interest arbitration board.

Effect of the Collective Agreement

- 19.14 The provisions of the Agreement are binding on:
- a) the Association and every staff member on whose behalf it has bargained collectively; and
 - b) the Board.
- 19.15 If the Agreement is for an unspecified term, the Agreement is deemed to provide for its operation for a term of one year from the date on which operation commences.
- 19.16 When the terms and conditions to be included in the Agreement have been concluded by ratification or by binding interest arbitration, the parties shall incorporate the terms and conditions into an Agreement, and each party shall sign the Agreement.

Article 20: Salaries and Benefits

- 20.01 The salary schedule, negotiated in accordance with Article 19, shall include three ranks as defined in 6.10.
- 20.02 Salaries shall be paid monthly in arrears.
- 20.03.1 Benefit programs, as negotiated from time to time in accordance with Article 19, shall be administered in accordance with the advice and decisions of the Benefits Joint Management Committee. (The detailed authority of the Committee is described in Appendix F).
- 20.03.2 The Benefit Programs shall be described in a Benefits Guide, approved by the Academic Benefits Review Task Force, and made available to each staff member.
- 20.03.3 A copy of all insurance contracts and benefit policies shall be provided to the Association.

Statutory benefits

- 20.04 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 cheques.

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

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

Alberta Health Care Insurance (AHC)

- 20.07 Each staff member shall participate in the University group of AHC; the Board shall pay the premium cost for both the staff member and the Board.
- 20.08 Notwithstanding 20.07, if not restricted by law, proportion of premiums paid to AHC as between the staff member and the Board may be negotiated under Article 19.

Vacation

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

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

- 20.09.2 Vacation is earned while on paid leave, with the vacation earned proportional to the length of the leave.
- 20.09.3 No vacation shall be earned during:
- leave without pay;
 - disability leave; or
 - that portion of leave with partial pay for which no salary is paid.
- 20.10 The Supervisor shall approve the time of vacation. Disputes concerning vacation time shall be referred to the Chief Librarian for resolution. The decision of the Chief Librarian shall be final and binding.
- 20.11 Salary in lieu of vacation shall not be paid to staff members who have not resigned or retired.
- 20.12 Unused vacation may not be carried forward from year to year without the written approval in advance of the Chief Librarian.

Negotiated benefits

- 20.13 Current negotiated benefit programs include:
- A Disability Benefits Program, with the Board paying the premium cost.
 - A Supplementary Health Care benefits program, with the Board paying the premium cost.
 - A Group Life Insurance program, with the Board paying the premium costs on the basic coverage and additional optional insurance paid by the staff member through payroll deduction.
 - A Dental Care benefits program, with the Board paying the premium cost.
 - A Professional Expense Program, where by the Board shall reimburse the staff member for certain professional expenses which are not otherwise reimbursed by the University and which relate to the staff member's responsibilities at the University to a maximum annual amount.
 - A Tuition Remission Program whereby the Board shall remit the tuition fees of a staff member who, with the approval of the Chief Librarian, enrolls in credit courses at the University. Such remissions shall be limited to the equivalent value of four single term credit courses in Arts per year.
 - A Childbirth Leave Replacement Fund to assist in the temporary replacement of staff members who have been granted childbirth leave.
 - A Physical Education and Recreation Program whereby the Board shall annually provide sufficient funds to enable the staff member and the staff member's family to have free use of the facilities of the Van Vliet Centre, subject to regulations governing such use.
 - A Child-Care Benefit Program, whereby the Board shall reimburse the staff member for eligible child-care expenses to a maximum annual amount.

Eligibility restrictions

- 20.14 Notwithstanding the foregoing, a staff member who has reached the age of 65 shall not be eligible for benefits under 20.06 (Alberta Health Care) and 20.13 (a) (Disability) and shall be required to coordinate other benefits with benefits provided by governments.
- 20.15 A staff member who has been granted leave with full pay, childbirth leave or parental leave shall remain eligible for benefits under this Article.
- 20.16 A staff member who has been granted leave without pay or with partial pay may remain eligible to participate under some or all of the benefits programs provided that the staff member makes arrangements to pay all or part of the Board's portion of the premium.
- 20.17 A staff member who is on leave with partial pay shall be entitled to medical leave benefits at the rate of pay provided while on leave. If disability leave is granted the disability leave regulations shall apply based on nominal rates of pay.
- 20.18 A staff member who is on professional leave and who requires medical leave of greater than four weeks shall be entitled to full salary.
- 20.19 Negotiated benefits are subject to:
- a) the terms of any agreement reached between the Board and the Association in accordance with Article 19;
 - b) the terms of contracts between the Board and a carrier or agent; and
 - c) such regulations as may be determined by the Board after consultation with the Association.

Article 21: Death in Service

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

Article 22: [Vacant]

Article 23: Medical Leave

- 23.01 For the purpose of this clause:
- a) medical leave shall include 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 events prevent the staff member from performing the duties the staff member was performing immediately prior to the commencement of the sickness or injury, and
 - b) medical certificate shall mean a certificate verifying the medical condition signed by a qualified physician.
- 23.02 Medical leave for fewer than twenty days is a unit matter. The staff member shall inform the Supervisor of the medical leave and provide an estimate of its duration. The Supervisor may require the staff member to provide a medical certificate.

- 23.03 If a staff member has been on medical leave and absent from duties for twenty 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 by the staff member with the Chief Librarian. The certificate shall specify the nature of the illness and provide an estimate of the duration of the absence.
- 23.04 The Chief Librarian shall provide a copy of the medical certificate to the Provost. Subject to 23.08, the Provost shall formally advise the staff member that he or she is on medical leave, with the effective date to be the onset of the illness or the first day of absence from duties.
- 23.05 During medical leave, the staff member shall remain on full pay and benefits.
- 23.06 A staff member is eligible for medical leave under this article for no longer than twenty six 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 twenty-six consecutive weeks of service following a previously authorized medical leave.
- 23.07 If the medical leave is expected to exceed twenty six weeks in aggregate, the staff member shall apply for Total Disability Benefits (20.13(a)).
- 23.08 If there is doubt about the medical capability of the staff member to perform the regular University responsibilities, the staff member or the Chief Librarian 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.
- 23.09 Following examination of the staff member, the qualified physician shall submit a report to the Provost on the medical condition of the staff member, such report to include a specific statement as to whether or not the staff member is medically capable of performing regular University responsibilities.
- 23.10 If a medical examination is required under 23.08, the staff member is required to authorize the release of any previous medical records, to the qualified physician selected, from any previous medical examinations, should the qualified physician so request. The staff member is also required to authorize the qualified examining physician to release the medical report referred to in 23.09.
- 23.11 Upon receipt of the report of the physician, the Provost shall take appropriate action including, but not restricted to, the following:
- a) placing the staff member on medical leave;
 - b) requiring the staff member to continue on medical leave;
 - c) requiring the staff member to perform regular University responsibilities;
 - d) requiring the staff member to apply for Total Disability Benefits;
 - e) requiring the staff member to participate in any treatment program prescribed by the qualified physician.

Article 24: Leaves

Political Leave

Purpose

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

Eligibility

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

Application

- 24.03 A staff member who is eligible for political leave shall apply to the Provost who shall
- a) obtain the comments of the Chief Librarian about the leave, and
 - b) determine whether the leave is to be granted, conditional on the staff member being elected.

Length of leave

- 24.04 A staff member who is elected to the Provincial Legislature shall be granted leave for the period of each year when the legislature is sitting, or for the life of the Provincial Legislature.
- 24.05 A staff member who is elected to the House of Commons shall be granted leave for the life of the Federal Parliament.
- 24.06 A staff member who is appointed a Minister of the Crown shall be granted leave for the term of office.
- 24.07 A staff member who is elected to municipal or other local government shall be granted leave appropriate to the circumstances.

Financial assistance

- 24.08 Political leave shall be without pay.

Return to service

- 24.09 When a term of office expires, the staff member shall inform the Provost and make arrangements for return to active service and full pay.
- 24.10 When an additional term of office is contemplated, the staff member shall reapply for leave.

Childbirth Leave

- 24.11 For the purposes of 24.11 to 24.19, EI shall mean Employment Insurance or Employment Insurance Commission or Employment Insurance of Canada.

Purpose

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

Length of leave

- 24.13 A female staff member shall be entitled to Childbirth Leave of up to fifteen (15) weeks in accordance with the provisions of this Article.

Application

- 24.14 A female staff member who intends to apply for Childbirth Leave shall inform the Chief Librarian as soon as possible. The Chief Librarian shall so advise the Provost and the latter shall formally advise the staff member that she has been granted Childbirth Leave and the terms thereof.
- 24.15 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 Chief Librarian the decision of EI and the terms thereof as soon as that decision has been reached.
- 24.16 If EI does not approve the application under 24.15, Childbirth Leave shall not be granted with Top Up Benefits.

Top Up Benefits Payments

- 24.17 The Top Up Benefits payments to a staff member who has been granted Childbirth Leave shall be as follows:
- a) If EI has determined that there will 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 (thirteen (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.

- b) If EI has determined that there will not be a waiting period before EI Maternity Benefits begin, the staff member's benefit payments (up to fifteen (15) weeks) shall consist of EI Maternity Benefits plus Top Up payments from the University with such Top Up payments to be sufficient to bring total benefits payments to 95% of regular salary.
- c) Full coverage under the benefits listed in 20.05 to 20.13.

24.18 A staff member who is in receipt of EI Maternity Benefits under 24.17 shall provide documentary evidence to the University of entitlement to such benefits. Such documentation shall be required to authorize release of Top Up payments under 24.17.

Co-ordination with medical leave

24.19 Notwithstanding the provisions of 24.13, a staff member whose physician certifies that, for medical reasons, the staff member should be absent from University duties for a period longer than fifteen (15) weeks, such additional leave shall be considered as medical leave under Article 23. Furthermore, if the staff member is eligible for additional EI Maternity Benefits, payments under the Top Up Benefits Plan shall continue until the expiry of EI Maternity Benefits. Such additional period shall be considered as medical leave, not as childbirth leave.

Parental Leave

24.20 For the purposes of 24.20 to 24.30, "EI" shall mean "Employment Insurance" or "Employment Insurance Commission" or "Employment Insurance of Canada."

Purpose

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

Eligibility and length of leave

24.22 A staff member shall be eligible for Parental Leave of up to ten weeks if the staff member is the primary care giver.

Application

24.23 A staff member who intends to apply for Parental Leave shall inform the Chief Librarian in writing as soon as possible. The Chief Librarian shall so advise the Provost and the latter shall formally advise the staff member that the staff member has been granted Parental Leave and the terms thereof.

24.24 A staff member who wishes Parental Leave shall formally apply for EI Parental Benefits on or about the last day of active work and shall present to the University the decision of EI and the terms thereof as soon as that decision has been reached.

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

Top Up Benefits Payments

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

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

- b) If EI has determined that there will not be a waiting period before EI Parental Benefits begin, the staff member's benefits payments (up to ten weeks) shall consist of EI Parental Benefits plus Top Up payments from the University with such Top Up payments to be sufficient to bring total benefits to 95% of regular salary.
- c) Full coverage under the benefits listed in 20.05 to 20.13.

24.28 A staff member who is in receipt of EI Parental Benefits under 24.24 shall provide documentary evidence to the University of entitlement to such benefits. Such documentation shall be required to authorize release of Top Up payments under 24.27.

Conditions

24.29 [Vacant]

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

Other Leaves

24.31 The Provost may grant leave with pay, with partial pay, or without pay to staff members for prescribed periods and purposes.

24.32 The Provost may approve secondment of staff members to other employers or agencies.

24.33 A staff member may apply for such leave or for secondment to the Provost who shall:

- a) obtain and consider the recommendations of the Chief Librarian, and,
- b) determine whether or not to approve the application and upon what conditions.

Article 25: General Liability Insurance

25.01 The Board has in place a General Liability Insurance Policy to protect the University and its staff members against certain risks to certain limits. A copy of the Policy shall be delivered to the Association. The Board continues to review the Policy to vary 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.

Article 26: Indebtedness to the University

26.01 A staff member may, from time to time, be under a financial obligation to the Board. Without restricting the generality of the foregoing, examples of such obligations may include travel advances not used or returned, unauthorized personal expenditures on University credit cards, and over expenditures on university accounts for which the staff member has signing authority.

26.02 The Board shall notify the staff member of such obligation by formal notice sent to the staff member's address of record in Human Resources.

26.03 If the staff member does not respond within 30 days to make arrangements to discharge the obligation, the Board may deduct the amount owing from the salary due and payable to the staff member.

Article 27: Grievance

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

- 27.02 Disputes for which there are specific dispute resolution mechanisms provided in this agreement (University responsibilities, appeal of supplementary professional activity, unacceptable academic performance, appeal of decisions of LEC, discipline decisions, timing of vacations, and failure to agree on interpretations of the Agreement) shall be resolved by those mechanisms and not by the grievance procedures of this Article.
- 27.03 A grievance may be initiated by the Association a) at its own behest, b) on behalf of a staff member, or c) on behalf of a group of staff members.
- 27.04 The grievance process shall be initiated by the Association within sixty days of the date on which the violation or improper application is alleged to have occurred.
- 27.05 The grievance process is as follows:
- 27.05.1 a) Before submitting a formal grievance, the Association shall attempt to resolve the matter by meeting with the appropriate Administrative Librarian.
- b) The Administrative Librarian shall consider the matter and within fifteen days of any meeting under a), shall submit a written report to the Association.
- c) If the Association accepts any proposal for resolution in the report under b), the matter ends; if not, the matter shall proceed under 27.05.2.
- 27.05.2 a) If the matter is not resolved under 27.05.1, the Association may, within fifteen days of receipt of the report under 27.05.1 (b), submit a formal grievance to the Chief Librarian.
- b) The formal grievance shall have the following components:
- 1) it shall be in writing and refer to the provision in the Agreement which is alleged to have been violated or improperly applied;
 - 2) summarize the evidence generating the matter; and
 - 3) state the relief or remedy sought.
- c) The Chief Librarian shall investigate the formal grievance and, within fifteen days of receipt of the formal grievance, submit a written report, including a recommendation for resolution, to the Association.
- d) If the Association accepts the recommendation under (c), the matter ends; if not, the matter shall proceed under 27.05.3.
- 27.05.3 a) If the Association does not accept the recommendation under 27.05.2 (c), it may refer the matter to the Provost, provided such referral is within fifteen days of receipt of the report under 27.05.2 (c).
- b) The Association and the Provost shall meet within ten days of referral under (a) to attempt to resolve the matter.
- c) If no resolution is made under (b), either the Association or the Provost may, within thirty days of agreeing to disagree, refer the matter to arbitration under 29.
- 27.05.4 If the Library Administrator under 27.05.1 is the Chief Librarian, the procedures under 27.05.2 shall be waived, and in such a case, the Association may refer the matter directly to the Provost under 27.05.3. Such a referral shall be a formal grievance and the provisions of 27.05.2 (b) shall apply. The referral shall be made within fifteen days of the report under 27.05.1(b).
- 27.06 All dates and times in this Article may be varied by the mutual consent of the parties.
- 27.07 Failure of either party to act within the time periods required by this Article, or as altered by 27.06, may, within five days of such failure, be drawn to the attention of the party failing to act. If the Association does not respond within ten days, the failure to act shall indicate acceptance of any proposed resolution. If the Provost does not respond, the Association may proceed to arbitration under Article 29.

Article 28: Interpretation

- 28.01 Either the Association or the Board may refer to the ARC on questions of interpretation of this Agreement.

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

Article 29: Arbitration

Scope and authority

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

Appointment of arbitrator

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

Authority of the arbitrator

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

Decisions of the arbitrator

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

Voluntary Binding Interest Arbitration arising from Article 19

- 29.09 The Board and the Association may agree in writing to refer unresolved collective bargaining issues to a three-member binding arbitration board.
- 29.10 a) The binding arbitration board shall establish its own rules of procedure.
- b) The award of the binding arbitration board is binding on the parties and on the members of the Association and shall be included in the terms of the Agreement.

Timing of arbitration

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

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

Procedures of arbitration

- 29.14 Except as required by this Agreement, the arbitrator shall determine procedures for the arbitration.
- 29.15 The hearings before the arbitrator shall be in private.
- 29.16 The onus in cases of discipline shall be upon the representatives of the Board to establish, on the balance of probabilities, that the decision reached was appropriate under the circumstances.
- 29.17 An arbitrator may require that, prior to the hearing, the parties submit written statements of the facts supporting their position, the points at issue, and the relief sought.
- 29.18 Subject to the arbitrator's discretion in ruling on the admissibility and relevance of evidence, the parties may submit, with their statements, the documents they consider relevant or may refer to the documents or the evidence they intend to submit.
- 29.19 The parties may amend or supplement the statement during arbitration but the arbitrator may not accept such material (1) if it is the opinion of the arbitrator that, with the exercise of reasonable diligence, the party seeking to amend or supplement their statement could have presented it to the arbitrator at an earlier time or (2) if acceptance of the material would unduly prejudice the other party.
- 29.20 The parties may present their cases orally with the permission of the arbitrator.
- 29.21 The arbitrator is not bound by the laws of evidence and the procedures of court nor is the arbitrator required to have witnesses sworn and, not so as to restrict the generality of the foregoing, the arbitrator may, in the arbitrator's discretion and after the arbitrator is satisfied that it is not reasonably practical to have the witness give evidence in person, accept as evidence a statutory declaration from that witness.
- 29.22 The arbitrator shall have the right to call witnesses and procure materials in addition to the witnesses called or the materials submitted by the parties.

Costs of arbitration

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

Enforcement of award

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

Article 30: Financial Emergency

Preamble

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

Definitions

30.01 In this Article:

- a) "Financial emergency" means a condition in which the continued existence of the University of Alberta is placed in jeopardy by a deficit which has occurred or is predicted and projections show continuing deficits.
- b) "VSIP" means a voluntary severance incentive plan.
- c) "Savings" means the annual cost of salary and benefits deleted from the operating budget when a staff member's position is deleted.
- d) "APC" means the Academic Planning Committee of GFC (or any successor committee with the same general responsibilities).
- e) "Eligible staff members" means a person who has twelve years or more of service at the University of Alberta on the date of termination under the VSIP (30.18).

Financial emergency procedures

- 30.02 When the President is of the view that Financial emergency conditions exist, the President shall invite representatives of the Association to a meeting to discuss the University's financial circumstances, providing them information supporting that view.
- 30.03 The Association shall have up to ten days to respond to the President and a second meeting between the President and representatives of the Association shall be convened to discuss that response.
- 30.04 If, following the meeting under 30.03, the President concludes that a Financial emergency exists, the President shall initiate the procedures of this Article.
- 30.05 If the Association does not meet under 30.02 and 30.03, the President may nevertheless initiate the procedures.
- 30.06 Concurrent procedural streams shall be initiated by the President: (a) a voluntary severance incentive plan (VSIP) (30.07 - 30.18); and (b) determination of whether or not there is a Financial emergency (30.19 - 30.36).

VSIP

- 30.07 An Eligible staff member may apply for severance under the VSIP, such application to be in accordance with the procedures of 30.14 - 30.17.
- 30.08 The amount of the severance shall be twelve months' salary of the staff member on the date of severance, but shall not be greater than the total salary payable between the date of application and the date of normal retirement.
- 30.09 [Vacant]
- 30.10 [Vacant]
- 30.11 The President shall announce implementation of the VSIP immediately following the decision under 30.04.
- 30.12 When announcing the VSIP, the President shall, after consultation with the Association, advise of the amount of Savings predicted through the VSIP.
- 30.13 Based on the predicted Savings under 30.12, the President shall allocate to the Vice-President the number of applications which may be accepted for a VSIP severance payment. Such allocations shall be made following consultation with the Association. The total of such accepted applications shall be sufficient to allow the necessary Savings to be met. The Vice-President may identify certain staff members who are ineligible to apply when the Vice-President determines that the positions so identified are necessary for the continued operation of the University notwithstanding the Financial emergency and those staff members shall be informed of the decision before the applications are invited.

- 30.14 An Eligible staff member may apply for a VSIP payment to the Vice-President within the time limit set under 30.17.
- 30.15 The Vice-President is authorized to approve such applications provided the allocations under 30.13 are honored.
- 30.16 If applications exceed the number allocated to the Vice-President, persons with the greatest number of years of service as a staff member shall be approved first.
- 30.17 Applications for VSIP payments must be submitted no later than three days following the submission of the report by the Commission (under 30.29) or thirty days from its establishment (under 30.22), whichever is the later.
- 30.18 The termination date for a staff member who has been approved for a VSIP shall be no earlier than three months after the deadline for applications (under 30.17) with the specific termination date to be determined by the Vice-President.

Determination of financial emergency

- 30.19 The President shall, as soon as possible following the decision under 30.04, submit a proposal regarding Financial emergency to APC for its consideration; the Association shall have the right to submit a statement to APC and to send one or two observers (voice but no vote) to APC meetings at which this matter is discussed.
- 30.20 If, after consideration, APC concludes that a financial emergency exists, it shall so declare. From the date of the declaration, the procedures specified hereafter in this Article shall apply. The declaration shall be issued within ten days following receipt of the President's proposal.
- 30.21 Within five days following the declaration under 30.20, APC shall forward to the Association a copy of all financial documentation which was before APC.
- 30.22 Within ten days following the declaration under 30.20, the President and the Association shall establish a Commission which shall review the declaration of APC and either (a) confirm it, or (b) reject it. At the same time, the President and Association shall jointly invite submissions to the Commission.
- 30.23 The Commission established under 30.22 shall consist of five persons agreed upon by the President and the Association. If the President and the Association cannot agree on the five persons, either party may apply to the Auditor-General of Alberta who shall select the persons needed to fill the membership on the Commission.
- 30.24 If either party fails to undertake its responsibility under 30.22, then the other may select the members of the Commission.
- 30.25 The Commission shall select its own chair from among its five members.
- 30.26 The Commission shall have the right to inspect relevant University financial records.
- 30.27 The Commission shall meet within ten days of the appointment of its last member.
- 30.28 Without restricting the generality of its authority and responsibilities, the Commission shall consider the following:
- a) whether the University's financial position (as evidenced from the total budget and not just the academic or salary components thereof) constitutes a budgetary crisis such that deficits projected are expected to continue;
 - b) whether in view of the primacy of academic goals at the University the reduction of academic staff is a reasonable type of cost-saving;
 - c) whether all reasonable means of achieving cost-saving in other areas of the University budget have been explored;
 - d) whether all reasonable means of improving the University's revenue position have been explored; and

- e) whether enrolment projections are consistent with a proposed reduction in the academic staff complement.
- 30.29 Within thirty days of its establishment, the Commission shall submit a written report to the Board, with a copy to the Association and to APC.
- 30.30 If the Commission determines that a Financial emergency exists, its report shall include a recommendation on the amount of the reduction required in the budgetary allocation for the salaries and benefits of staff members.
- 30.31 Within ten days following the submission of the report by the Commission, the Board shall consider whether or not a Financial emergency exists and, following such consideration, it shall make a decision on the matter. In its consideration the Board shall take into account any Savings which are expected through the VSIP under 30.07 - 30.18.

Implementation of financial emergency

- 30.32 If the Board declares that a state of Financial emergency exists, it shall:
 - a) estimate the amount required for reductions in salaries and benefits of staff members after application of the Savings;
 - b) place a freeze on the hiring of staff members, with exceptions to the freeze to be agreed to by the Association;
 - c) discuss with the Association possibilities of achieving the reductions required, with such discussions to be completed within ten days of the Board's declaration under 30.31.
- 30.33.1 If the discussions with the Association under 30.32(c) do not result in agreement on a method of reduction, the Board shall, within ten days following such discussions, provide the Association with at least two possible methods of achieving the required reductions:
 - a) through a reduction in salaries and salary scales for all staff members applied in an equal percentage to all staff members; or
 - b) through the lay-off of staff members; or
 - c) at the Board's discretion, through a third option.
- 30.33.2 In order to prepare for the possibility of layoff, the Provost shall prepare estimates of the number of layoffs expected in the Library. Information about the estimates shall accompany the ballot for choosing among the options in 30.33.1.
- 30.33.3 If the staff members opt for 30.33.1 (b) or 30.33.1 (c) (with lay-offs) in the vote under 30.34, the Provost shall determine the specific staff members to be laid-off.
- 30.33.4 The Provost shall advise the staff members affected, in writing, with a copy to the Association.
- 30.33.5 Severance and notice for staff members who are laid-off under 30.33.3 and 30.33.4 shall be three months' notice and one month of salary for each year of service with a minimum of three months and a maximum of twelve months. The termination date shall be not earlier than three months after the deadline for application under 30.17 (which shall be the equivalent of the notice period) but the specific date shall be determined by the Provost.
- 30.34 The Board's proposals under 30.33.1 shall be put to a vote of staff members, with such a vote to be completed within twenty days of the Board's submission under 30.33.1. If more than two options are provided, the vote shall be by preferential ballot.
- 30.35 The vote of the staff members under 30.34 shall be final and binding upon the Board, the Association and the staff members.
- 30.36 Any changes to salaries/salary scales and benefits of staff members resulting from application of 30.32 - 30.35 shall be made notwithstanding the provisions of 19.01 - 19.13 of the Agreements for the time specified in the proposals under 30.32 - 30.35.

Exclusion

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

Article 31: [Vacant]

Signatures

SIGNED ON BEHALF OF THE BOARD OF GOVERNORS OF THE UNIVERSITY OF ALBERTA



**Steven Dew,
Provost and Vice-President (Academic)**

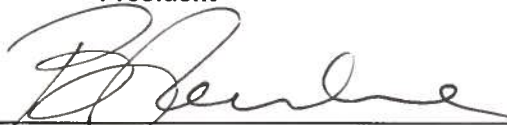


Witness

SIGNED ON BEHALF OF THE ASSOCIATION OF ACADEMIC STAFF UNIVERSITY OF ALBERTA



**Heather Bruce,
President**



Witness

DATED:

July 19, 2017

Appendix A.1: Letter of Appointment

[Office Name]

[Name]
[Address]

[Date]

Dear [Name]:

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

The specific terms of the appointment offer are:

1. Rank/position/title: []
2. Department: []
3. Effective Date: []
4. Period of probationary appointment: [] (or Appointment with tenure effective [])
5. Initial salary rate: \$ [] per annum
6. You are eligible for a removal allowance in accordance with the regulations found at: <http://www.hrs.ualberta.ca/Recruitment/Relocation.aspx> [Delete if not applicable].
7. Special Conditions: []
8. You will be subject to all Rules, Regulations and Policies of the University as may be promulgated or amended from time to time.

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

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

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

Yours sincerely,

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

[Name]
Vice-Provost & Chief Librarian

Received by University

ACCEPTANCE

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

Dated at _____ (city)

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

Signature

Appendix A.2: Notice of Retirement

NOTICE OF RETIREMENT AND/OR INTENTION TO DEFER RETIREMENT

UNDER ARTICLE 18 OF THE FACULTY, FSO, APO AND LIBRARIAN AGREEMENTS

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

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

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

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

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

Declaration:

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

SIGNATURE OF STAFF MEMBER

DATE

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

B.1. Normal Retirement

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

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

B. 2. Early Retirement

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

I intend to retire on _____

B. 3. Deferred Retirement

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

I intend to retire on _____

Declaration:

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

SIGNATURE OF STAFF MEMBER

DATE

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

Phased Retirement (Article 18.09)

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

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

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

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

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

Pre-retirement

Option 1: Leave without pay from 50% of duties at 50% salary for maximum two years

Option 2: Leave without pay from 66 2/3% of duties at one-third pay for maximum three years

OR

Post-retirement

- Option 1: Part-time re-employment at 50% of full-time duties with 50% of salary for a maximum of two years
- Option 2: Part-time re-employment at one-third of full-time duties with one-third pay for a maximum of three years

C. 2. INDICATE PERIOD OF:

PHASED PRE-RETIREMENT

OR

PHASED POST-RETIREMENT

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

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

TO

START DATE

END DATE

SIGNATURE INDICATES ACKNOWLEDGMENT:

NAME OF DEPARTMENT CHAIR OR SUPERVISOR

SIGNATURE OF DEPARTMENT CHAIR OR SUPERVISOR

DATE

FORWARD TO THE DEAN OR VICE-PRESIDENT FOR SIGNATURE.

NAME OF DEAN OR VICE-PRESIDENT

SIGNATURE OF DEAN OR VICE-PRESIDENT

DATE

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

NAME OF PROVOST

SIGNATURE OF PROVOST

DATE

Appendix B: Copyright Regulations (2016)

1. Ownership

- 1.1 Pursuant to 10.02 of the Agreement, a staff member who creates a Work resulting from or connected with the staff member's duties or employment owns copyright in the Work. However, the University owns or has an interest in Works as provided in 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, 3.1, 5.1, and 5.2 of this Appendix.
- 1.2 For the purposes of this Appendix and Article 10 of the Agreement, "Work" or "Works" means anything in which copyright subsists pursuant to the *Copyright Act* (Canada), whether published or unpublished. For greater certainty, Work includes: architectural works, artistic works, choreographic works, cinematographic works, collective works, dramatic works, literary works, musical works, compilations, performers' performances, sound recordings and communication signals, all as defined in the *Copyright Act* (Canada).
- 1.3 A creator has moral rights in a Work, as provided under the *Copyright Act*. The Parties endorse and support the creator's right to manage those moral rights.
- 1.4 If a staff member creates a Work
 - (a) in the course of performing administrative or management duties or activities for the University, a Department, or a Faculty, including all units therein associated (e.g., Centres and Institutes); or
 - (b) for the purposes of a committee or group of a Department, Faculty, or the University;then the University owns copyright in the Work.
- 1.5 If a staff member creates a Work pursuant to a written agreement between the staff member and the University, including an agreement under Article 7.02.2 of the Agreement, that agreement shall address the University's arrangement with the staff member regarding ownership or other interest in that Work.
- 1.6 If a staff member creates a Work under a sponsored research funding agreement with a third party funder, copyright ownership and licensing are governed by the terms of the sponsored research funding agreement. Because the University shall enter into the sponsored research funding agreement with the sponsor, the University has the right to obtain from the staff member an assignment or licence of the copyright as necessary to fulfill its obligations to the sponsor under the sponsored research funding agreement. However, the staff member cannot unilaterally assign or licence Works that are not wholly owned or created by that staff member.
- 1.7 If a staff member creates a Work under any other agreement between the University and a third party, including but not limited to a secondment agreement or facility access agreement, copyright ownership and licensing are governed by the terms of the agreement between the University and the third party. To avoid any need for the staff member personally to transfer or agree to transfer rights relating to the Work to the third party (which may entail the personal liability of the staff member), the University has the right to obtain from the staff member an assignment or licence of the copyright as necessary to fulfill its obligations to the third party under the agreement. However, the staff member cannot unilaterally assign or licence Works that are not wholly owned or created by that staff member.

2. University Licence

General Principles

- 2.1 Subject to 2.2 to 2.9 inclusive, the University is and shall be entitled to an immediate, non-exclusive, royalty-free, non-transferable, irrevocable licence to use any Work created or produced by a staff member that results from or is connected with the staff member's duties or employment, for all purposes within the University's approved mandate pursuant to the *Post-Secondary Learning Act* (Alberta).
- 2.2 The purposes referred to in 2.1 include, but are not be limited to, unit accreditation, unit or University marketing, and any not-for-profit activity.
- 2.3 The licence contemplated by 2.1 does not apply if, as a result of reasonable academic or pedagogical publishing practice, a staff member must assign copyright to a Work to a third party as a condition of publication. In such a case, the staff member shall make best efforts to cause the third party to provide a licence to the University in relation to the Work, such licence containing

terms that are analogous to those described in 2.1.

- 2.4 The licence contemplated by 2.1 does not preclude a staff member from agreeing with the University to grant any additional licence or other rights in and to a Work to the University.
- 2.5 A staff member, reasonably believing that his or her Work is unsatisfactory for a proposed use due to outdated, incompleteness, negative impact on the professional reputation of the staff member, or other academic grounds, may amend the Work or require that its use be withheld.

Limited Exception – Works Created to Fulfill Assigned Course Responsibilities

- 2.6 Except in the cases described in 2.7 to 2.9 inclusive, the licence contemplated by 2.1 does not apply to any Work created by a staff member to fulfill assigned course responsibilities under Articles 7.02.1 and 7.03.1 of the Agreement.
- 2.7 The licence contemplated by 2.1 includes those elements of a course outline that set out the information required by General Faculties Council policy, as described in the University Calendar.
- 2.8 If a staff member is unable or unavailable to deliver all or part of a course duly assigned to that staff member, the University may use the Work described in 2.6 to complete the delivery of the course. Such a licence will not be irrevocable, but instead will be for the duration of the course in that academic year.
- 2.9 The University may use a Work described in 2.6 for the purposes of unit accreditation, in connection with transfer credit determinations or as the University may be required to meet its obligations to students.

3. Computer Programs and the University Patent Policy

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

4. Conflict of Interest and Conflict of Commitment

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

5. Collaborative Works

- 5.1 Works created collaboratively by students, staff, faculty and/or others present special challenges with regard to copyright. Such works may be owned in whole or in part by the University, or the University may have rights in and to those Works if they fall within one of the categories described in 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix.
- 5.2 Subject to 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix, if a Work is created by a staff member and one or more other individuals governed by University collective agreements, policies, and procedures, as between the University and that staff member and the individual or individuals, each person's rights and obligations relating to the Work shall be determined by the applicable University collective agreements, policies, and procedures. In the case of some collaborative Works, especially those involving members of different categories of persons within the University community, the parties involved may decide to assign copyright to the University in order to coordinate distribution, use, and (when appropriate) revenue sharing.
- 5.3 If a Work is created by a staff member and an individual or individuals who are not subject to University collective agreements, policies, and procedures, ownership of copyright will be decided in accordance with:
 - (a) a written agreement between that staff member and that individual or those individuals;
 - (b) a written agreement between the University and another organization; or
 - (c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix will apply to any interest held by the staff member, with the necessary changes.

6. Guidelines

- 6.1 The University may publish guidelines, recommendations, and explanatory notes which shall not

form part of this Appendix, to assist staff members and others to structure collaborations in ways that maximize certainty and minimize conflicts respecting interests in Works, and to assist in the application or use of this Appendix.

Appendix C: Patent Policy

Overview

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

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

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

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

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

Purpose

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

POLICY

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

1. Application

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

2. PIP Created at the University

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

3. Ownership

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

4. Timely Disclosure and Availability

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

5. Commercialization

- a) Decisions regarding Commercialization of PIP shall be made with the consent of all its Inventors and the University. If any Inventor or the University does not consent, that decision shall be made through arbitration, with due regard to any ethical, moral, or religious objections of any Inventor and the University.
- b) The party that undertakes Commercialization, either the University or the Inventor, has a fiduciary obligation to all the interested parties.

6. Commercialization by the University

- a) Where there is more than one Inventor the University will have the option to undertake Commercialization only in those cases where:
 - i. The Inventors unanimously agree that they wish the University to undertake Commercialization; or
 - ii. There is disagreement among the Inventors as to whether to pursue Commercialization, or as to how the Commercialization process is to proceed; or
 - iii. The University is not satisfied that all Inventors have been fully informed and are willing participants in the decision to pursue Commercialization or not.
- b) In the case where the University undertakes Commercialization, ownership shall be assigned to the University to manage the process.

7. Commercialization by the Inventor

- a) The Inventor, subject to the conditions in Clause 6, may elect to undertake the Commercialization process.
- b) In the event that the Inventor elects to undertake the Commercialization process, the University will have the right to either approve or prevent the first transaction by which the rights to the PIP are affected.
- c) The University will have the right to either approve or prevent any subsequent transactions by which the rights to the PIP are affected where any party directly or indirectly involved is not at arm's length to the Inventor.
- d) University approval or prevention of transactions shall not be unreasonably withheld or exercised.

8. Priority of Funds to Secure Legal Protection

Funds advanced by a party to secure legal protection of PIP shall have priority for return to the party who advanced the funds.

9. Division of Net Revenue

- a) One third (1/3) of Net Revenue generated by PIP shall go to the Inventor.
- b) One third (1/3) of Net Revenue generated by PIP shall go to the University, one third (1/3) of which will be used to support research in the Faculty/Department where the research took place.
- c) One third (1/3) of Net Revenue generated by PIP shall be committed to the Commercialization process.

10. Variation

Where the University believes that such agreements are in the best overall interests of the University and the Inventor, certain contracts, grants, sponsorships and research agreements which have been or will be entered into by the University, on its behalf or on behalf of certain of its members, with industrial companies, government agencies and other bodies, may contain provisions, whereby all PIP are licensed to such companies, agencies and other bodies or assigned to the University and licensed to such companies, agencies or other bodies, and may contain provisions which are at variance with the provisions of this Policy. The provisions of such contracts, grants, sponsorships and research agreements shall supersede the other provisions of this Policy. The University retains the right to enter into such agreements, and requires that University members comply with such provisions in contracts, grants, sponsorships, or research agreements.

11. Education and Research Use

The University has a non-transferable royalty-free license to use all PIP created at the University for non-commercial education and research purposes.

12. Policy Review

Patent Policy and related Procedures shall be reviewed every five (5) years.

13. Application of Conflicts and Ethics Policy

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

14. Delegation

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

15. Non-Compliance

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

16. Arbitration

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

DEFINITIONS

Any definitions listed in the following table apply to this document only with no implied or intended institution-wide use.	
Commercialization	Means the transfer or the commercialization or any combination of transfer and commercialization undertaken by a person with respect to PIP.
Patentable Intellectual Property	Includes patents; patentable ideas, including but not limited to plant cultivars, germ plasm, and computer software that is capable of being legally protected by patent, whether in Canada or elsewhere. This Policy does not apply to copyrights on work published or unpublished.
Inventor	Means the creator or creators of Patentable Intellectual Property.
Net Revenue	Means all consideration received by the Inventor or the University from third parties, from the sale or licensing of PIP, less the out-of-pocket costs paid by that party for obtaining the patent and granting, performing and enforcing any assignment or licensing of PIP. Any consideration not received in cash shall be valued by agreement between the University and the Inventor, failing which the value shall be determined by arbitration.

Appendix D: Salary Scales

Located on the Human Resource Services website:
<http://www.hrs.ualberta.ca/Salaries/Academic.aspx>

Appendix E: Memorandum of Agreement on Transition and Increments

Increments

1. The LEC shall be provided with a pool of increments to be awarded in accordance with the procedures of Article 13. The pool shall be equal to 240% of the number of staff members eligible to receive increments.
2. Increments shall be awarded by the LEC in accordance with the procedures of Article 13. The single increment value shall be one-half of a full increment on the negotiated Librarian Salary Scale.

Appendix F: Academic Benefits Management Committee

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

Academic Benefits Review Taskforce

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

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

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

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

Academic Benefits Management Committee

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

Appendix G: Discipline Interpretation

1. This appendix is an interpretive guide to Article 16.
2. Article 16 is a disciplinary mechanism in response to a complaint. It sets out the administration's right to discipline within the context of a University collective agreement.
3. Not every disciplinary action must be initiated by way of article 16. There is still room for the progressive application of discipline. The Chief Librarian may take corrective measures, such as issuing letters of warning or expectation.
4. Not every complaint made under Article 16 becomes the subject of an investigation. The Provost is responsible for the administration of Article 16, and may dismiss the complaint or direct the complainant and the respondent to mediate the dispute under Article 16.03c.
5. Article 16 is unique. The Article 16 procedure creates an arm's length investigation by peer professionals or external experts.
6. Article 16 does not give academic staff members an unrestricted right to complain of administrative decisions and have their complaints investigated and adjudicated by the Provost as the chief academic officer of the University. Complaints of improper administrative decision-making are more likely to be the subject of a grievance, which must be initiated by the AAS:UA.
7. Article 16 also permits persons who are not a party to the collective agreement to make complaints about academic staff members. Article 16 does not give complainants any special standing beyond the right to make a complaint. Complainants should not expect to be consulted as to the process or the discipline imposed except as provided in Article 16.
8. Article 16 may be used to investigate alleged violations of General Faculties Council's policies, such as Policy 44 on Harassment and Discrimination and alleged breaches of administrative rules and regulations, binding on academic staff members.

Appendix H: Phased Retirement Benefit Programs

Phased Post-Retirement Benefits:

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

Phased post-retirement benefits are as follows:

1. **Alberta Health Care Insurance:**

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

2. **Supplementary Health Care Insurance:**

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

3. **Health Spending Account:**

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

4. **Dental Insurance:**

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

5. **Employee Family Assistance Program:**

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

6. **Business Travel Insurance:**

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

7. **Academic Child Care Benefit:**

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

8. **[Vacant]**

9. **Professional Expense Reimbursement:**

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

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

10. **Tuition Remission:**

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

Phased Pre-Retirement Benefits:

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

- a) Leave without pay from 50% of duties for two years: eligible for the full Professional Expense Reimbursement amount for each of two years;
- b) Leave without pay from 2/3 of duties for three years: eligible for 2/3 of the annual full-time Professional Expense Reimbursement amount for each of three years.