

ASSOCIATION'S OPENING PROPOSAL
"A1"

**Negotiations for a Collective Agreement
between**

The Governors of the University of Alberta

and

The Association of Academic Staff of the University of Alberta

Date tabled: November 12, 2020

Time tabled: 9:00 am

Notes:

Proposed amendments to the current academic staff agreement are denoted as follows:

- language the Association proposes to add is in italic text; e.g. *new language*
- new language that has been agreed is in bold capital text; e.g. **AGREED NEW LANGUAGE**
- language the Association proposes to delete is in strikethrough text; e.g. ~~deleted language~~
- language the Association proposes to move is in italic strikethrough text; e.g. ~~*language not deleted but moved to another article*~~
- table notes are identified by a "Note" and within square brackets; e.g. [Note: this is a note to the University and is not language that the Association proposes to include in the collective agreement]

Except as specifically amended herein, the Association's position on all matters is as per its most recent proposal. The Association reserves the right to amend or withdraw any proposal herein prior to its acceptance by the University, or to correct an error or omission.

Final agreement on all matters is subject to the Association's ratification process.

Article	Number	pg. #	Original Language	Proposed Language	Agreed (Date)
				<i>[Note: Any reference in this proposal to an "effective" date that precedes the date of this Opening Proposal is deemed to include a proposal that the term or condition is "retroactive" to that "effective" date]</i>	
1	after1.02 NEW1.03 Moved from Appendix D.9:2,E.6:2, F.9:2,G.8:2	4		"Acting" when referring to an officer of the University of Alberta (President, Vice-President, Dean, or Department Chair or other officer Senior Officer) means a person designated to act for the officer during the officer's absence; the person who is acting shall have the same authority and responsibility during appointment as the officer has under the terms of this Agreement.	
1	.13 Moved from Appendix D.9:1	4	[Vacant]	"Department Chair" means the administrative head in of an the academic Department reporting to the Dean. Responsibilities assigned herein to a Department Chair shall be the responsibility of the Dean in Faculties where there are no departments.	
Appendix A.8:1, B.4:1	Delete	112 150	"Department Chair" means the chief executive officer of a Department. Responsibilities assigned herein to a Department Chair shall be the responsibility of the Dean in Faculties in which there are no departments.	"Department Chair" means the chief executive officer of a Department. Responsibilities assigned herein to a Department Chair shall be the responsibility of the Dean in Faculties in which there are no departments.	
Appendix E.6:1	Delete	239	"Department Chair" means the chair of a Department. Responsibilities assigned herein to a Department Chair shall be the responsibility of the Dean in Faculties in which there are no departments.	"Department Chair" means the chair of a Department. Responsibilities assigned herein to a Department Chair shall be the responsibility of the Dean in Faculties in which there are no departments.	

Appendix F.9:1	Delete	285	"Department Chair" means the administrative head of an academic department (as per Article 1.12(a)) reporting to the Dean.	"Department Chair" means the administrative head of an academic department (as per Article 1.12(a)) reporting to the Dean.	
Appendix G.8:1	Delete	308	"Department Chair" means the chief executive officer of a Department.	"Department Chair" means the chief executive officer of a Department.	
1	.25 Moved from Appendix D.9:3	4	[Vacant]	"Senior Officer" means a Staff Member appointed under Schedule A who has also been appointed to an administrative position including Vice-Provost, Deputy Provost, Vice-Dean, Associate Dean or Department Chair as an Academic Administrator in one of the positions listed in Appendix G.	
Appendix D.9:3	Delete	216	"Senior Officer" means a Staff Member appointed under Schedule A who has also been appointed to an administrative position including Vice-Provost, Deputy Provost, Vice-Dean, Associate Dean or Department Chair.	"Senior Officer" means a Staff Member appointed under Schedule A who has also been appointed to an administrative position including Vice-Provost, Deputy Provost, Vice-Dean, Associate Dean or Department Chair.	
1	.31	6	"Temporary Librarian, Administrative, and Professional Officer" (or "TLAPS Member") means a person who has been appointed under Schedule G of this Agreement.	"Temporary Librarian, Administrative, and Professional Officer" (or "TLAPS-TLAPO Member") means a person who has been appointed under Schedule G of this Agreement.	
3	after 3.05 NEW3.06	9		<i>Staff Members have the right to freedom of expression, including the right to criticize the government of the day, the administration of the institution, or the Association.</i>	
4	.04	10	The Board of Governors will not adopt, change or implement policies or procedures that affect the terms and	The Board of Governors will not adopt, change or implement policies or procedures that affect the terms and	

			conditions of employment of Staff Members, as defined in this Agreement, without the prior consultation with the Association.	conditions of employment of Staff Members, as defined in this Agreement, without the prior consultation with the Association <i>and prior consultation with the membership. The AASUA is a formal stakeholder in the development of policy and procedure contained within the GFC Policy Manual and university-wide policy and procedure within UAPPOL unless it specifically opts out on a policy-by-policy basis.</i>	
5	after .03(s) NEW.03(t)			<i>Staff Members on other leaves, including professional leaves and the total number requested;</i>	
5	.03(y)	11	Annual aggregate remuneration of all categories of employees (in accordance with Article 1.27) as at October 1, to be provided no later than the end of December; and	Annual aggregate remuneration of all categories of employees <i>by rank and by contingent and non-contingent status (in accordance with Article 1.27)</i> as at October 1, to be provided no later than the end of December; and	
5	after .03(z) NEW.03(aa)			<i>aa) formal letter of assurance respecting a withholding audit to be provided to the Association's auditor for the period July 1 through to June 30.</i>	
5	after .03(aa) New.03(bb)			<i>bb) the Employer shall provide the Association with a monthly list whenever Staff Members are appointed to existing and to new out of scope positions or when an appointment ceases, for whatever reason, in addition to the list for "Academic Administrator" positions as required in A1.06.1.</i>	
5	after .03(bb) NEW.03(cc)			<i>cc) the Employer shall provide the Association with a monthly list of all persons appointed as management and</i>	

				<i>professional staff (also known as "MAPS").</i>	
5	after 5.04 NEW5.05	11		<i>The Employer shall provide the Association with a monthly list of all job postings along with their corresponding position descriptions for positions that are deemed not in scope of the Collective Agreement.</i>	
5	after NEW5.06	11		<i>The Employer shall provide the Association on an annual basis, on or before July 31, for the preceding academic year, with a list of Staff Members by gender and by Staff Members in "Designated Groups" as defined in 24.02.2 and by Staff Members in "Equity Seeking Groups" as defined in 24.02.3 who held in scope academic administrative positions such as Department Chairs, Associate Chairs, Associate Deans, Directors, and any other academic administrators, including for interim and acting positions, who are inside the scope of this Collective Agreement, and are not an "Academic Administrator" as defined in A1.06, the amounts paid as administrative stipends; and any other form of compensation paid; and whether these became a permanent increase in their base salary.</i>	
5	.08.4	11	For the portion of time not released for service to the Association, the normal evaluation and Merit increment processes in this Agreement shall apply. If a Staff Member is on full-time release for an academic year, their performance shall not be evaluated for that year. In lieu of Merit incrementation, the Staff Member	For the portion of time not released for service to the Association, the normal evaluation and Merit increment processes in this Agreement shall apply. If a Staff Member is on full-time release for an academic year, their performance shall not be evaluated for that year. In lieu of Merit incrementation, the Staff Member	

			has the option to receive an increase to their salary in an amount equivalent to the average of the previous 3 year's Merit increments or to proceed with the normal evaluation process.	has the option to receive an increase to their salary in an amount equivalent to the average of the previous 3 year's Merit increments or to proceed with the normal evaluation process. <i>Service to the Association in all regards shall be considered meritorious during the evaluation process.</i>	
5	NEW.11	12		<p><i>The Board of Governors shall provide the Association with the following in connection with the conduct of the business of the Association:</i></p> <ul style="list-style-type: none"> <i>a) a minimum of 2,000 square footage of commercial and useable office space on or within walking distance of the University of Alberta's North Campus for the lease amount of \$1.00 per annum effective no later than August 31, 2022 which space must be satisfactory to the Association; and</i> <i>b) the Board of Governors shall provide six (6) months of notice of any plan to relocate the Association offices to other offices of comparable size and features at the Board's cost;</i> <i>c) or in the alternative, the Board shall pay a rental subsidy to the Association representing 82.5% of the triple net costs respecting the Association's leased premises.</i> 	
5	NEW.12	12		<i>The employees of the Association are eligible to participate in the University supplementary health, dental and ancillary benefit programs applicable to Academic Faculty members and the Association shall pay fair and reasonable premiums to the Board of Governors for</i>	

				<i>such participation. Disputes under this article are subject to the grievance and arbitration provisions.</i>	
7	.02.1	12	Any person may make a written complaint to the Provost about alleged misconduct. The complainant shall provide a description of the act or omission.	Any person may make a written complaint to the Provost about alleged misconduct. <i>Pursuant to the principles of natural justice, the</i> The complainant shall provide a description of the act or omission.	
7	.02.2	12	The Provost may exercise discretion not to authorize an investigation if the complaint is deemed to be vexatious or frivolous.	The Provost may exercise discretion not to authorize an investigation if the complaint is deemed to be vexatious or frivolous. <i>The Provost shall provide in writing to the complainant the rationale for the decision.</i>	
7	.02.4	12	If the written complaint is not received by the Provost within 6 months of the date that the alleged misconduct became known to the complainant, the complaint shall be considered abandoned. Notwithstanding Article 7.10, where circumstances reasonably warrant, the Provost has the discretion to extend the timeline.	If the written complaint is not received by the Provost within 6 3 months of the date that the alleged misconduct became known to the complainant, the complaint shall be considered abandoned. Notwithstanding Article 7.10, where circumstances reasonably warrant, the Provost has the discretion to extend the timeline <i>up to an additional three months.</i>	
7	.03.3	12	If the alleged misconduct is assessed by the Provost as Level 1, the Provost may delegate to the Deputy Provost, a Vice-Provost, Dean or other appropriate administrative officer (the “designee”). Hereinafter, for purposes of Level 1, Provost shall mean Provost or designee and for purposes of Level 2, Provost shall mean Provost or Deputy Provost.	If the alleged misconduct is assessed by the Provost as Level 1, the Provost may delegate to the Deputy Provost, a Vice-Provost, Dean or other appropriate administrative officer <i>Senior Officer</i> (the “designee”). Hereinafter, for purposes of Level 1, Provost shall mean Provost or designee and for purposes of Level 2, Provost shall mean Provost or Deputy Provost.	
7	.04.1	12	In the case of the alleged Level 1 misconduct the Provost may conduct an	In the case of the alleged Level 1 misconduct the Provost may conduct an	

			inquiry into the allegations of misconduct. The respondent shall, at a minimum, be provided an opportunity to know and respond to the allegations. The respondent, should they choose to be represented, shall only be represented by the Association. If the inquiry is not commenced within two weeks of the date that the Provost is aware of the alleged misconduct, the complaint shall be considered abandoned.	inquiry into the allegations of misconduct. The respondent shall, at a minimum, be provided an opportunity to know and respond <i>in writing and/or in person</i> to the allegations. The respondent, should they choose to be represented, shall only be represented by the Association. If the inquiry is not commenced within two weeks of the date that the Provost is aware of the alleged misconduct, the complaint shall be considered abandoned.	
7	.04.3	13	Following the inquiry described in Article 7.04.1, if the Provost reasonably believes that discipline of the kind referenced in Article 7.03.2 (a) is warranted, discipline of that kind may be issued.	Following the inquiry described in Article 7.04.1, if the Provost reasonably believes that discipline of the kind referenced in Article 7.03.2 (a) is warranted, discipline of that kind may be issued. <i>If the Provost determines that discipline is warranted, the letter of reprimand shall be issued as soon as reasonably possible.</i>	
7	.05.1	13	On acceptance of a complaint wherein the Provost assesses the severity of the alleged misconduct as Level 2, the Provost shall prepare a Notice of Complaint and send it together with a copy of the complaint to the respondent and the Association. At the same time, the Provost shall advise the respondent of the availability of advice from the Association. In this Notice of Complaint, the Provost shall advise the respondent of their right to meet directly with the Provost to discuss the complaint.	On acceptance of a complaint wherein the Provost assesses the severity of the alleged misconduct as Level 2, the Provost shall prepare a Notice of Complaint and send it together with a copy of the complaint to the respondent and the Association <i>within two weeks</i> . At the same time, the Provost shall advise the respondent of the availability of advice from the Association. In this Notice of Complaint, the Provost shall advise the respondent of their right to meet directly with the Provost to discuss the complaint.	
7	.05.3 Delete	13	The purpose of the meeting referenced in Article 7.05.1 is to provide the respondent and the Association the opportunity to make representation to the Provost.	The purpose of the meeting referenced in Article 7.05.1 is to provide the respondent and the Association the opportunity to make representation to the Provost.	

7	.07.5 Delete	14	The investigator may arrange to meet together with the respondent and the complainant to clarify information. Such a meeting is subject to mutual agreement of the respondent and the complainant.	The investigator may arrange to meet together with the respondent and the complainant to clarify information. Such a meeting is subject to mutual agreement of the respondent and the complainant.	
7	.07.6	14	Upon completion of the investigation, the investigator shall submit a written report to the Provost with a copy to the Association. The Provost shall provide a copy to the respondent and the complainant.	Upon completion of the investigation, the investigator shall submit a written report to the Provost with a copy to the Association. The Provost shall provide a copy to the respondent and the complainant <i>within two weeks. At the same time, the Provost shall advise the respondent of their right to meet directly with the Provost to discuss the complaint and/or to provide a written response to the Provost.</i>	
7	NEW.08.3	14		<i>The Provost shall offer to meet separately with the respondent and the complainant within two weeks of receipt of their rebuttal statements.</i>	
7	.11.1	14	The Provost shall, in writing: a) dismiss the complaint; or b) discipline the respondent in accordance with Article 7.11.2 stating the effective date in which the discipline will be imposed. Such decision shall be binding subject to grievance pursuant to Article 7.15.2; or c) issue such other decision as may be agreed between the parties.	<i>Pursuant to 7.08.3, the</i> The Provost shall <i>within two weeks,</i> in writing: a) dismiss the complaint; or b) discipline the respondent in accordance with Article 7.11.2 stating the effective date in which the discipline will be imposed. Such decision shall be binding subject to grievance pursuant to Article 7.15.2; or c) issue such other decision as may be agreed between the parties.	
7	.15.1	15	Within 30 days of receipt of the Provost's decision under Article 7.11.4, the respondent may request the Association	Within 30 days of receipt of the Provost's decision under <i>Articles 7.04.5 and Article</i> 7.11.4, the respondent may request the	

			<p>to refer the matter to the grievance process, and the Association may:</p> <ul style="list-style-type: none"> a) take no action on the request; or b) refer to the grievance process, the decision or discipline, or both. 	<p>Association to refer the matter to the grievance process, and the Association may:</p> <ul style="list-style-type: none"> a) take no action on the request; or b) refer to the grievance process, the decision or discipline, or both. 	
7	.17	16	<p>Publicity resulting from discipline case</p> <p>Proceedings under this Article 7 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, where applicable, 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 this Article 7, 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 Executive Director of the Association. In the cases where discipline is not imposed, the Provost shall also consult with the respondent.</p>	<p>Publicity resulting from discipline case Confidentiality</p> <p><i>Notwithstanding Articles 7.16.2, 14, and 15, the Provost shall, in writing, advise all persons who are involved in proceedings</i> Proceedings under this Article 7 of the requirement to maintain confidentiality. shall be restricted and private to persons involved. When discipline is imposed, <i>details of such</i> publicity shall be restricted to those persons who have a need to know about the case, (including, where applicable, the Supervisor or the Department Chair and the Dean). When discipline is not imposed <i>and it becomes,</i> publicity shall be restricted to that which is necessary to correct information which may have become known, <i>upon request by the respondent and subsequent consultation with.</i> When a resolution is reached in accordance with the procedures of this Article 7, 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 Executive Director of the Association, <i>the Provost shall issue a correction notice in writing. In the cases where discipline is not imposed, the</i></p>	

				Provost shall also consult with the respondent.	
8	NEW.11	20		Court Leave <i>In the event a Staff Member is required for jury duty, or any other court leave, the Staff Member shall suffer no loss of regular earnings. If the jury duty is anticipated to last or extend beyond one (1) month, the jury duty remuneration paid to the Staff Member shall be repaid to the Employer, with no interruption in the Staff Member's regular salary.</i>	
10	.03	23	A Staff Member may request that information in a record pertaining to the Staff Member be corrected.	A Staff Member may request that information in a record pertaining to the Staff Member be corrected. <i>If the request is accepted, the correction shall be made within 5 days.</i>	
11	.05	23	A discovery or invention made by a Staff Member which has patent possibilities may be patented in accordance with the University Patent Policy (Appendix C) either through individual application or through the University.	A discovery or invention made by a Staff Member which has patent possibilities may be patented in accordance with the University Patent Policy (Appendix C) either through individual application or through the University. <i>Ownership of Patentable Intellectual Property (PIP) such as a discovery or invention that has patent possibilities created at the University shall reside with the Staff Member or Staff Members who created it, unless there is a specific written agreement with the University to the contrary.</i>	
11	.06	23	The provisions of the University Patent Policy shall apply to the sharing of revenues earned from a patent and to	The provisions of the University Patent Policy shall apply to the sharing of revenues earned from a patent and to	

			other questions arising from an application by the Staff Member.	other questions arising from an application by the Staff Member. <i>There shall be a rebuttable presumption that when PIP has been created by a Staff Member, it was created at the University even though some or all of the activity may have actually taken place elsewhere.</i>	
11	NEW.07	23		<i>In the event of commercialization or commercial exploitation of the PIP or scholarly work, all Staff Members who contributed to that work (intellectual contributors) shall be entitled to share in the proceeds in proportion to their contributions, unless the entitlement to share has been willingly waived through informed consent. A share in the proceeds could also be granted to other parties such as students, support staff, the University or financial sponsors, at the discretion of the intellectual contributors.</i>	
11	NEW.08	23		<i>In the case where collaborative research has been undertaken without the prior establishment of a written agreement between Staff Members or other parties, the division or financial reward generated by commercialization shall be shared equally among those Staff Members who have made an intellectual contribution to the work.</i>	
11	NEW.09	23		<i>A Staff Member who has developed PIP and intends to pursue commercialization or other opportunities, must inform the University, in advance and in writing, of the nature of the PIP, and the intentions of the owner(s) for it, so that the</i>	

				<i>University is aware of the activity and can respond to inquiries from external sources.</i>	
11	NEW.10	23		<i>A Staff Member may choose to prosecute their invention or patent at their own expense. The University assumes no a priori share of revenue, ownership, copyright or other obligations for the rights to PIP developed by the Staff Member.</i>	
11	.11	23	<p>11.05 A discovery or invention made by a Staff Member which has patent possibilities may be patented in accordance with the University Patent Policy (Appendix C) either through individual application or through the University.</p> <p>11.06 The provisions of the University Patent Policy shall apply to the sharing of revenues earned from a patent and to other questions arising from an application by the Staff Member.</p>	<p><i>A Staff Member may choose to patent their A discovery or invention made by a Staff Member which has patent possibilities may be patented in accordance with the University Patent Policy (Appendix C) either through individual application or through the University and the provisions of the University Patent Policy shall apply to the sharing of revenues earned from a patent and to other questions arising from an application by the Staff Member.</i></p> <p><i>[Note: combined previous 11.05 and 11.06]</i></p>	
12	after 12.01 NEW12.02	23		<i>The Employer shall consult with the Association prior to making changes in the normal teaching loads in any faculty.</i>	
12	.02	23	Any Staff Member who does not believe that their assigned workload supports a healthy work/life balance shall have recourse to the Department Chair/Supervisor's supervisor for an adjustment of workload, whose decision shall be final and binding.	Any Staff Member who does not believe that their assigned workload supports a healthy work/life balance shall have recourse to the Department Chair/Supervisor's supervisor for an adjustment of workload, whose decision shall be final and binding. <i>Should the adjustment of workload not remedy the issue, the Association may advance the issue to grievance.</i>	

12	.03	23	Staff Members shall be provided appropriate workspace, and equipment, such as computers and reasonable access to support services, necessary to the discharge of responsibilities.	Staff Members shall be provided appropriate workspace, and equipment, such as computers, <i>personal phones</i> , and reasonable access to support services, necessary to the discharge of responsibilities.	
12	after 12.02 NEW12.03	23		<i>Any Staff Member who does not agree with their assignment of duties shall have recourse to the Dean/Supervisor's supervisor set out in accordance with Schedules A-G. Should the decision not remedy the issue, the Association may advance the issue to grievance.</i>	
13	after 13.02 NEW.03	24		<p><i>Workplace harassment means any single incident or repeated incidents of objectionable or unwelcome conduct, comment, bullying or action by a person that the person knows or ought reasonably to know will or would cause offence or humiliation to a worker, or adversely affects the worker's health and safety, and includes</i></p> <p><i>(i) conduct, comment, bullying or action because of race, religious beliefs, colour, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, gender, gender identity, gender expression and sexual orientation, and</i></p> <p><i>(ii) a sexual solicitation or advance,</i></p> <p><i>but excludes any reasonable conduct of an employer or supervisor in respect of</i></p>	

				<i>the management of workers or a work site.</i>	
14	.02	24	Disputes for which there are specific dispute resolution mechanisms provided in this Agreement (for instance, University responsibilities, appeal of supplementary professional activity, unacceptable academic performance, appeal of decisions of FEC, discipline decisions, timing of vacations, shall be resolved by those mechanisms and not by the grievance procedures of this Article 14.	Disputes for which there are specific dispute resolution mechanisms provided in this Agreement (for instance, University responsibilities , appeal of supplementary professional activity, unacceptable academic performance, appeal of decisions of FEC, discipline decisions, timing of vacations) shall be resolved by those mechanisms and not by the grievance procedures of this Article 14.	
14	.03	24	A grievance shall be presented within 6 months of the date on which the action or omission being grieved occurred, or within 6 months of the date on which the grieving party should reasonably have learned that the action or omission had occurred.	A grievance shall be presented <i>A request for a meeting pursuant to a grievance shall be presented</i> within 6 months of the date on which the action or omission being grieved occurred, or within 6 months of the date on which the grieving party should reasonably have learned that the action or omission had occurred.	
15	NEW.08.3	27		<i>In the event of a three-person arbitration Board, each party shall bear the costs of their own nominee.</i>	
16	NEW.04	27		<i>Notwithstanding 16.03, the Board shall extend the timeline of 30 days when the Board was the cause of the indebtedness due to their error.</i>	
17	NEW.03	27		<i>Prior to the last date of employment, arrangements between the Staff Member and their Supervisor/Dean shall be made with respect to unused vacation. Any unused vacation remaining at the last date of employment, shall be paid to the Staff Member, included in their final pay.</i>	

18	.05	28	<p>Phased Retirement Periods</p> <p>18.05.1 A Staff Member shall be entitled to either a phased pre-retirement period of employment or a phased post-retirement period of employment, provided the appropriate notice periods are complied with. A Staff Member who has not provided the appropriate notices may be eligible for phased retirement but the decision of such eligibility shall be made by their Supervisor (and in the case of Academic Faculty Members, the Department Chair).</p> <p>18.05.2 At least 3 months prior to completing arrangements for a phased retirement period, the Supervisor (and in the case of Academic Faculty Members, the Department Chair) shall provide in writing to the Staff Member the assignment of duties required under the part time status and they shall agree in writing on the expectations of the Staff Member in duties expected but not directly assigned. An Academic Faculty Member shall not normally accept responsibility as supervisor for new graduate students during this period and normally shall limit application for research grants and contracts to those that can be</p>	<p>Phased Retirement Periods</p> <p>18.05.1 A Staff Member shall be entitled to either a phased pre-retirement period of employment or a phased post-retirement period of employment, provided the appropriate notice periods are complied with. A Staff Member who has not provided the appropriate notices may be eligible for phased retirement but the decision of such eligibility shall be made by their Supervisor <i>or Department Chair as applicable</i> (and in the case of Academic Faculty Members, the Department Chair).</p> <p>18.05.2 At least 3 months prior to completing arrangements for a phased retirement period, the Supervisor <i>or Department Chair as applicable</i> (and in the case of Academic Faculty Members, the Department Chair) <i>after consultation with the Staff Member</i> shall provide in writing to the Staff Member the assignment of duties required under the part time status and they shall agree in writing on the expectations of the Staff Member in duties expected but not directly assigned. An Academic Faculty Member A Staff Member shall not normally accept responsibility as supervisor for new graduate</p>	
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			<p>completed in the phased retirement period.</p> <p>Phased Pre-Retirement Period</p> <p>18.06.1 For the purposes of this Agreement, “phased pre-retirement period” is defined as a period of leave without pay from a portion of duties, immediately preceding retirement.</p> <p>18.06.2 A Staff Member shall be entitled to a phased pre-retirement period, providing at least 6 months written notice to their Supervisor (and in the case of Academic Faculty Members, the Department Chair) 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.</p>	<p>students during this period and normally shall limit application for research grants and contracts to those that can be completed in the phased retirement period.</p> <p>Phased Pre-Retirement Period</p> <p>18.06.1 For the purposes of this Agreement, “phased pre-retirement period” is defined as a period of leave without pay from a portion of duties, immediately preceding retirement.</p> <p>18.06.2 A Staff Member shall be entitled to a phased pre-retirement period, providing at least 6 months written notice to their Supervisor <i>or Department Chair as applicable</i> (and in the case of Academic Faculty Members, the Department Chair) 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.</p>	
18	.08	29	<p>Articles 18.01-18.07 only apply with respect to Academic Faculty Members and FSO Members. A Librarian or an APO Member with a Continuing Appointment may submit an application for phased pre or post retirement to the Chief Librarian or Supervisor, as the case may be. The Supervisor may approve or</p>	<p>Articles 18.01-18.04 18.05 -18.07 only apply with respect to Academic Faculty Members and, FSO Members, <i>Librarians and APO Members with a Continuing Appointment</i>. A Librarian or an APO Member with a Continuing Appointment may submit an application for phased pre or post retirement to the Chief Librarian or</p>	

			reject the application, or the Supervisor and Staff Member may agree on a modified arrangement.	Supervisor, as the case may be and . The the Supervisor may approve or reject the application, or the Supervisor and Staff Member may agree on a modified arrangement.	
18	NEW.09	29		<i>Once an Academic Faculty, FSO, Librarian or APO Member is in a phased post-retirement period, they shall not be required to submit an annual report/PREPD.</i>	
20	NEW.02.5	30		<i>Notwithstanding 20.02.4, the Board shall reimburse Staff Members for psychological services obtained outside of the insured benefits program.</i> <i>[Note: subject to ABMC analysis]</i>	
20	.06.5	31	Salary in lieu of vacation shall not be paid.	Salary in lieu of vacation shall not be paid <i>except for unused vacation at the date of a Staff Member's resignation.</i>	
23	NEW.01	32		Vacancies <i>All vacancies for academic staff positions shall be posted by the University on a restricted internal job posting website for at least 4 weeks prior to being posted externally.</i>	
23	NEW.02	32		<i>All vacancies for academic administrative appointments such as Department Chairs, Associate Chairs, Associate Deans, Directors, or any other academic administrative appointments that are not Academic Administrators as defined in A1.06.1, including for interim and acting positions, shall be posted by the University on a restricted internal job</i>	

				posting website for at least 4 weeks and shall be open to all Staff Members to apply and be considered for the position prior to being posted externally.	
24	NEW.01	32		<p>Article 24: Employment Equity</p> <p>Affirmation Statement</p> <p>24.01.1 The parties recognize the responsibility, and need to provide a proactive inclusive environment supportive of equity, diversity, reconciliation, and the fair treatment of university community members, particularly those in federally-designated groups and other groups as may be designated by legislation.</p> <p>24.01.2 Consistent with the University's Strategic Plan for Equity, Diversity and Inclusivity (Strategic Plan for EDI), the University commits to proactively identifying and implementing existent best practices that ensure an inclusive environment, fairness and equity in the career progression of Staff Members of the university community, with particular focus on historically marginalized or underrepresented groups, and to developing instruments and methods for assessing demographic characteristics of the University.</p>	

				<p>24.01.3 <i>The parties commit to collaborative efforts to identify and eliminate or modify employment policies, practices and systemic trends or behaviors that have unfavorable effects on the career progression of university community members subject to this agreement with a special commitment and consideration given to the relevant legally identified federally designated groups, and persons historically underrepresented.</i></p> <p>24.01.4 <i>In this commitment, the parties will abide by relevant Alberta and Canadian legislation, the Strategic Plan for Equity, Diversity and Inclusivity, as well as University of Alberta Policies and Procedures Online (UAPPOL), particularly the Discrimination, Harassment and Duty to Accommodate Policy, the Disability Management/Health Recovery Support Policy, the Sexual Violence Policy and Procedures, and the Recruitment Policy.</i></p> <p>Definitions</p> <p>24.02.1 <i>Except as may be explicitly defined in this Article 24, terms as defined in UAPPOL, and the Strategic Plan for EDI, as may be amended, shall have the same meaning herein.</i></p>	
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				<p>24.02.2 <i>“Designated Groups” refers to (1) women, (2) visible minorities (racialized groups), (3) all First Peoples of Canada including First Nations, Métis, and Inuit, (4) persons with disabilities, and other groups as may be designated by legislation.</i></p> <p>24.02.3 <i>“Equity Seeking Groups” includes the four Designated Groups plus LGBTQ+2 persons and persons of diverse gender identities and gender expressions.</i></p> <p>24.02.4 <i>Under-Diversification refers to a condition in which a unit (e.g., Department, Faculty, or University) is dominated by a single socially-identifiable group, to the exclusion or token representation of members of any of the Equity Seeking Groups. Its opposite, a diversified unit, would include representation proportional to Canadian national statistics.</i></p> <p>24.02.5 <i>Under-Representation refers to a condition where a specific Equity-Seeking Group as defined in 24.02.2 and 24.02.3 is not well represented. Under-Representation shall be determined by the Joint Employment Equity and Inclusion Committee. This may involve using data on graduates</i></p>	
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				<p>from Canadian universities who represent Equity-Seeking Groups.</p> <p>Health & Safety, Harassment and Violence</p> <p>24.03.1 <i>The Employer shall ensure, as far as reasonably practicable:</i></p> <ul style="list-style-type: none"> a) <i>the health, safety and welfare of Staff Members;</i> b) <i>that Staff Members are aware of their rights and duties under the law and are aware of any health and safety issues; and</i> c) <i>that Staff Members are supervised by a person that is competent, familiar with their health and safety obligations under the law, and trained to take all reasonable precautions necessary to protect Staff Members under their supervision from harassment and violence.</i> <p>24.03.2 <i>All Staff Members have the right to a violence and harassment-free workplace. Equally, they have the responsibility to refrain from causing or participating in workplace harassment or violence themselves, to speak up when harassment or violence occurs, and to report harassment and violence to the appropriate person.</i></p>	
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				<p>24.03.3 <i>The parties do not condone reprisals, retaliation or threats of reprisals against Staff Members who pursue their rights under this Agreement not to be discriminated against or harassed contrary to the Alberta Human Rights Act and the Occupational Health and Safety Act, or any other relevant legislation, or under this agreement.</i></p> <p>24.03.4 <i>Violence, whether at a worksite or work related, is the threatened, attempted, or actual conduct of a person that causes or is likely to cause physical or psychological injury or harm, and this includes domestic violence and sexual violence.</i></p> <p>24.03.5 <i>Sexual Violence includes:</i></p> <ul style="list-style-type: none"> a) <i>unwanted attention of a sexually-oriented nature made by a person(s) who knows or ought reasonably to know that such attention is unwanted;</i> b) <i>clearly expressed or implied promises of reward for complying with sexually-oriented requests or advances;</i> c) <i>clearly expressed or implied threats of reprisal, actual reprisals, or the denial of an opportunity</i> 	
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				<p><i>which would otherwise be granted or available, for refusal to comply with a sexually-oriented request or advance.</i></p> <p>Reporting</p> <p><i>24.05.1 The University shall periodically collect information and provide reports to the Association on the demographic characteristics of the university community based on available data.</i></p> <p>Achieving Equity, Diversity, and Inclusion in the Workforce</p> <p><i>24.06.1 The University is committed to equal opportunity in career progression, and to creating an environment where irrelevant personal and/or cultural characteristics do not bias appointment or evaluative decisions in peer-review processes pertaining to awards or career progression.</i></p> <p><i>24.06.2 In collaboration with the Association, Human Resources Services, the Center for Teaching and Learning, the Office of Safe Disclosure and Human Rights, and other appropriate bodies, the University is committed to building a diverse workforce and supporting the implementation of</i></p>	
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				<p><i>EDI principles in teaching, research, and service.</i></p> <p><i>Equity in the Value, and in the Evaluation, of Scholarship, Research, and Innovation</i></p> <p>24.07.1 a) <i>The University supports all areas of research and scholarship and encourages development of fair and equitable evaluation criteria relevant to each area of research and scholarship and that embraces a diversity of scholarly approaches and outputs.</i></p> <p><i>b) The University supports the establishment, and regular review, of evaluative criteria that reflect the value of diverse approaches to research, which respect diverse processes, methodologies, outputs, and experiences in contributions to teaching and learning, service, and community engagement, and which are related to, and reflective of, the epistemological and cultural relevance of such approaches.</i></p> <p>24.07.2 <i>Assessment of scholarship, research, and innovation must incorporate provisions for different and diverse experiences and contributions to knowledge, along with different visions, values, cultural mores, methodologies and</i></p>	
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				<p><i>epistemologies in critical analysis.</i></p> <p>Recognition of Indigenous Scholarly Activity</p> <p><i>24.08.1 Scholarly activity includes research involving traditional/Indigenous knowledge and the practical applications or dissemination of such research generally, or specifically through engagement with Indigenous communities.</i></p> <p>The Joint Employment Equity and Inclusion Committee</p> <p><i>24.9.1 To ensure a climate and practice of inclusivity and equity with diversity, the parties agree to establish a Joint Employment Equity and Inclusion Committee (the "JEEIC").</i></p> <p><u>Terms of Reference</u></p> <p><i>24.9.2 The JEEIC shall be co-chaired by the Association's Equity Officer (or a representative as designated by the Association) and a Senior Equity Administrator as designated by the Employer.</i></p> <p><i>24.9.3 Three of the JEEIC members shall be appointed by the Association and three members shall be appointed by the Employer.</i></p>	
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				<p>24.9.4 <i>In JEEIC decision-making, unanimity shall be required.</i></p> <p>24.9.5 <i>Resource persons for the JEEIC may be drawn from any stakeholders or other Offices of the University (such as the Indigenous Initiatives Office and the Academic Women's Association)), as the JEEIC shall agree.</i></p> <p>24.9.6 <i>A minimum of two (2) from each group of three (3) members referenced in Article 24.9.3 shall be from Equity-Seeking Groups (Article 24.02.3). The JEEIC may direct the inclusion of others whose presence would contribute to the diversification of ideas and representation of persons at the University.</i></p> <p><u><i>Mandate and Responsibilities</i></u></p> <p>24.9.7 <i>The JEEIC shall have a broad mandate to support the advancement of equity, diversity and inclusion at the University and in particular shall:</i></p> <ul style="list-style-type: none"> <i>a) at the call of the co-chairs, meet at least three times each academic year to fulfill its mandate and obligations, and produce an annual report of activities by June 1 of the year under review;</i> <i>b) review data produced by</i> 	
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				<p><i>the University that can inform and identify where under-representation and under-diversification exist at the University;</i></p> <p>c) <i>receive the report which the University submits to the federal government under the Federal Contractors Program and Employment Equity Regulations, as well as reports of the Employment Equity Coordinator, and others as pertinent;</i></p> <p>d) <i>review employment equity, diversification, and inclusivity planning at other universities in Canada and abroad;</i></p> <p>e) <i>develop strategies to identify systemic barriers in recruitment, employment, and promotion, including policies and procedures that may discriminate against any of the Equity-Seeking Groups;</i></p> <p>f) <i>develop strategies and provide advice to improve inclusivity and equity with diversity, especially with respect to ensuring successful recruitment, equitable promotion, and retention, of diverse candidates, and including processes to establish pipelines to nurture development of candidates</i></p>	
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				<p>g) <i>from under-represented Equity-Seeking Groups; provide advice and support to assist units to actively seek out and give fair consideration in their selection processes to candidates in Equity-Seeking Groups; support practices to identify the available national pool of potential candidates in the relevant fields; and establish goals and action plans to improve selection processes. Note: different assessments of processes will be made for units where the intellectual focus is oriented towards particular groups (for example, the Faculty of Native Studies and Women's & Gender Studies). Monitor the hiring in these units and document progress, possible actions and solutions to any inequities;</i></p> <p>h) <i>support practices to assess, develop or select, and deploy mechanisms for use in recruiting, short-listing, and hiring decisions that ameliorate under-representation and under-diversification among academic staff;</i></p> <p>i) <i>organize one meeting a year to publicly report on</i></p>	
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				<p><i>and discuss employment equity issues, in order to provide information and support for units with respect to their hiring processes and equity initiatives;</i></p> <p>j) <i>submit by June 1 a public report on Equity, Diversity and Inclusion at the University to the Association and to the Board of Governors, with copies available to the public.</i></p> <p>Disclosure</p> <p>24.10.1 <i>Subject to Article 24.10.2, the University shall develop an annual report identifying the number of persons in each of the Designated Groups who were:</i></p> <p>a) <i>appointed to positions within the bargaining unit;</i></p> <p>b) <i>considered for probationary reappointment;</i></p> <p>c) <i>considered for promotion;</i></p> <p>d) <i>considered for tenure;</i></p> <p>e) <i>considered for sabbatical leave;</i></p> <p>f) <i>considered for professional leave;</i></p> <p>g) <i>considered for conversion to longer term or Continuing Appointments; and</i></p>	
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				<p>h) <i>successful in considerations identified in Articles 24.10.1(a) to (g)</i></p> <p>i) <i>appointed to academic administrative positions such as Department Chairs, Associate Chairs, Associate Deans, Directors, or any other administrative appointment, including for interim and acting positions, other than “Academic Administrator” as defined in A1.06.1</i></p> <p>j) <i>appointed as an “Academic Administrator” as defined in A1.06.1.</i></p> <p>24.10.2 <i>The Report shall include the information in Article 24.10.1 only of those self-identifying as belonging to a Designated Group, and to the extent that information can be reasonably compiled as determined by the University, , and provided the confidentiality of individuals remains protected.</i></p> <p>24.10.3 <i>The Report shall be provided to the JEEIC for review and analysis.</i></p>	
25	NEW.01			<p>Loss of Employment</p> <p><i>No Staff Member shall be subject to loss of employment except in strict accordance with the provisions of this Agreement.</i></p>	

Appendix A	1, 2, 3, 6 NEW	33	<p>1. Term</p> <p>2 years: July 1, 2018 to and including June 30, 2020</p> <p>The parties agree that:</p> <ol style="list-style-type: none"> any new collective agreement language (i.e. changes) shall apply effective the date of ratification; any collective agreement process that has started under 'old' language shall be concluded under that language; and where the Parties have expressly agreed to an alternate effective date, the applicable language shall apply as at that date; <p>and, in any event, the Parties agree to resolve any transitional matters in good faith.</p> <p>2. Wages (ATB)</p> <p>ATB: 0% July 1, 2018 and 0% July 1, 2019</p> <p>3. Benefits</p> <ul style="list-style-type: none"> Benefits will be provided over the period July 1, 2018 to June 30, 2020 as per the existing schedule of Benefit entitlements (and as maybe be amended by ABMC) irrespective of the per capita funding. Once the actual expenditures for July 1, 2018 to 	<p>1. Term</p> <p><i>Two-year contract: July 1, 2020 – June 30, 2021 and then July 1, 2021 – June 30, 2022.</i></p> <p>2. <i>Across-the-board (ATB) salary increase of 3% effective July 1, 2020, and an additional 3% ATB salary increase effective July 1, 2021, applied equally to all Constituency Groups (FAC, FSO, ATS, LIB, APO, TRAS and TLAPO), and applied to all salary scales, salary maximums and minima, and increment values.</i></p> <p>3. <i>Maintain existing formulae for determining the Merit Increments pools available to FEC (1.2 per eligible FAC and FSO, respectively), LIB (1.2 per eligible LIB), ATSEC (1.2 per eligible ATS), and APO (1.1 per eligible APO).</i></p> <p>4. <i>Maintain existing language on the allowable discrete Merit Increment awards that are permissible.</i></p> <p>5. <i>Maintain existing language on the "full" payout of the Merit Increment Pools.</i></p> <p>6. <i>Increase the salary maximums by two salary steps effective July 1, 2020 for all "capped" salary scales for FSO, ATS, LIB, APO, TRAS, TLAPO, and Assistant and Associate Professors.</i></p>	
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			<p>June 30, 2019 have been determined, the July 1, 2018 to June 30, 2019 per capita funding shall be set so as to ensure that the revenue for the period July 1, 2018 to June 30, 2019 exactly equals the actual expenditures for the same period. Once the actual expenditures for July 1, 2019 to June 30, 2020 have been determined, the July 1, 2019 to June 30, 2020 per capita funding shall be set so as to ensure that the revenue for the period July 1, 2019 to June 30, 2020 exactly equals the actual expenditures for the same period.</p> <ul style="list-style-type: none"> • Maintain the 2018 Dental Fee Guide • Increase the ASRP salary cap, as follows: <ul style="list-style-type: none"> ○ Effective January 1, 2018: \$216,162 ○ Effective January 1, 2019: \$220,668 	<p>7. <i>Increase the salary maximums by two salary steps effective July 1, 2021, for all “capped” salary scales for FSO, ATS, LIB, APO, TRAS, TLAPO, and Assistant and Associate Professors.</i></p> <p>8. <i>Eliminate the Promotion Transition Zones in the FSO 2, 3, and 4, and Associate Professor and Professor salary scales created in the so-called “transitional” MOA entitled “Transitional and Consequent Matters Arising from the May 26, 2008 MOA on Compensation” as follows:</i></p> <ul style="list-style-type: none"> • <i>Effective July 1, 2020 the Promotion Transition Zone in the Associate Professor salary scale will be eliminated.</i> • <i>The four one-half-steps in the Promotion Transition Zone in the Professor salary scale will be eliminated one-at-a-time over a four-year period as follows:</i> <ul style="list-style-type: none"> ○ <i>On July 1, 2020, the existing lowest one-half-step in the Promotion Transition Zone in the Professor salary scale will be eliminated.</i> ○ <i>On July 1, 2021 the then lowest one-half-step in the Promotion Transition Zone in the Professor salary scale will be eliminated.</i> ○ <i>On July 1, 2022 the then lowest one-half-step in</i> 	
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				<p><i>the Promotion Transition Zone in the Professor salary scale will be eliminated.</i></p> <ul style="list-style-type: none"> ○ <i>On July 1, 2023 the then lowest one-half-step in the Promotion Transition Zone in the Professor salary scale will be eliminated.</i> ○ <i>Thus, effective July 1, 2023, there will no longer be any Promotion Transition Zone in the Professor salary scale.</i> <ul style="list-style-type: none"> • <i>The four one-half-steps in the Promotion Transition Zones in the FSO 2, 3 and 4 salary scales will be eliminated one-at-a-time over a four-year period as follows:</i> <ul style="list-style-type: none"> ○ <i>On July 1, 2020, the existing lowest one-half-step in the Promotion Transition Zones in the FSO 2, 3 and 4 salary scales will be eliminated.</i> ○ <i>On July 1, 2021 the then lowest one-half-step in the Promotion Transition Zones in the FSO 2, 3 and 4 salary scales will be eliminated.</i> ○ <i>On July 1, 2022 the then lowest one-half-step in the Promotion Transition Zones in the FSO 2, 3 and 4 salary scales will be eliminated.</i> 	
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				<ul style="list-style-type: none"> ○ <i>On July 1, 2023 the then lowest one-half-step in the Promotion Transition Zones in the FSO 2, 3 and 4 salary scales will be eliminated.</i> ○ <i>Thus, effective July 1, 2023, there will no longer be any Promotion Transition Zones in the FSO 2, 3 and 4 salary scales, respectively.</i> <ul style="list-style-type: none"> • <i>Effective July 1, 2020 and continuing thereafter, faculty that are Associate Professor or Professor whose base salary (salary not including any sort of supplement) is less than Step 1.0 in the Associate Professor or Professor salary scale, respectively, will have their base salary raised to Step 1.0 in the Associate Professor or Professor salary scale, respectively.</i> • <i>Effective July 1, 2020 and continuing thereafter, FSO Members that are FSO 2, 3 or 4 whose base salary (salary not including any sort of supplement) is less than Step 1.0 in the FSO 2, 3 or 4 salary scales, respectively, will have their base salary raised to Step 1.0 in the FSO 2, 3 or 4 salary scales, respectively.</i> <p>9. <i>The per capita funding of the Academic Benefit Plan will be</i></p>	
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				<p><i>increased by 4% effective July 1, 2020, and by an additional 4% effective July 1, 2021.</i></p> <p><i>10. ABMC shall examine the mental health impacts and cost implications and to make a joint recommendation to the Collective Bargaining Teams in respect of introducing flexibility associated with the provision of psychologist services within the Benefit Plan.</i></p> <p><i>11. Effective July 1, 2020, the compensation in lieu of benefits for Academic Staff not covered by the Academic Benefit Plan will be 10% of their salary.</i></p> <p><i>12. Sabbaticals for Faculty, and Professional Leaves for FSO, LIB, and APO shall be at 100% of base salary.</i></p> <p><i>[Note: pg 102, Schedule A, Appendix 3, paragraph H, shall be revised to reflect #12]</i></p> <p><i>13. The 2020 ASRP Salary Cap shall be set at \$225,544.</i></p> <p><i>14. The 2021 ASRP Salary Cap shall be set at \$236,724.</i></p> <p><i>15. The same formula used to calculate the Gender Pay Equity in the MoA dated April 4, 2019 for the female Faculty, shall be used to calculate the Gender Pay Equity for the other female academic staff in the other</i></p>	
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				<p><i>constituency groups, FSO, Librarian, APO, ATS, TRAS, and TLAPO effective July 1, 2020. Once the calculations are completed, the remedial monies shall be paid as soon as reasonably possible following the ratification of the Memorandum of Agreement.</i></p> <p><i>[Note: the remainder of this Appendix will remain and be renumbered]</i></p>	
Appendix A	6 Deleted	35	<p>Sabbatical.</p> <p>The parties agree to revise Article 9.06 (Schedule A) as follows:</p> <p>9.06 With respect to an Academic Faculty Member's first sabbatical following receipt of the award of Tenure through the FEC processes under Articles 12 and 13, the Academic Faculty Member, as an Associate Professor or Professor, shall receive a percentage of their basic University salary, as follows:</p> <ul style="list-style-type: none"> i. 85%, where the sabbatical commences prior to July 1, 2019; and ii. 90%, where the sabbatical commences on or after July 1, 2019. <p>9.06.1 With respect to an Academic Faculty Member's second and any subsequent sabbatical, the Academic Faculty Member shall receive 82.5% of their basic University salary.</p> <p>The parties agree to revise Schedule A, Appendix E, paragraph H, as appropriate</p>	<p>Sabbatical.</p> <p>The parties agree to revise Article 9.06 (Schedule A) as follows:</p> <p>9.06 With respect to an Academic Faculty Member's first sabbatical following receipt of the award of Tenure through the FEC processes under Articles 12 and 13, the Academic Faculty Member, as an Associate Professor or Professor, shall receive a percentage of their basic University salary, as follows:</p> <ul style="list-style-type: none"> i. 85%, where the sabbatical commences prior to July 1, 2019; and ii. 90%, where the sabbatical commences on or after July 1, 2019. <p>9.06.1 With respect to an Academic Faculty Member's second and any subsequent sabbatical, the Academic Faculty Member shall receive 82.5% of their basic University salary.</p>	

			concomitant with the change in Article 9.06 and 9.06.1 above.	The parties agree to revise Schedule A, Appendix E, paragraph H, as appropriate concomitant with the change in Article 9.06 and 9.06.1 above.	
Appendix D	after 7.8 NEW7.9	43		<i>A Staff Member may appeal by submitting in writing to the co-chairs of ABMC a letter setting out the dispute regarding benefits.</i>	
Appendix D	Att. A	46	Health Spending Account: Annual \$750 allowance for expenditure on Canada Revenue Agency eligible medical expenses. Unused credits may be carried forward one year after the year in which the credits are allocated.	Health Spending Account: Annual \$750 allowance for expenditure on Canada Revenue Agency eligible medical expenses <i>(not including psychological services obtained outside of the insured benefits program)</i> . Unused credits may be carried forward one year after the year in which the credits are allocated.	
Appendix F	3	49	Not every disciplinary action must be initiated by way of Article 7. There is still room for the progressive application of discipline. Deans and other Department Chair/Supervisors may take corrective measures, such as issuing letters of warning or expectations.	Not every disciplinary <i>corrective</i> action must be initiated by way of Article 7. There is still room for the progressive application of discipline. Deans and other Department Chair/Supervisors may take corrective measures, such as issuing letters of warning or expectations.	
Appendix G	NEW			Academic Administrators <i>The positions on this list shall not be changed without the approval of the Association.</i>	
LOU	NEW			Letter of Understanding Unexpected Event (Pandemic) <i>The parties recognize that the University as a result of an unexpected event such as, but not limited to a pandemic, may require Staff Members to perform their</i>	

				<p><i>university responsibilities remotely or other significant change to its operation. Should such an event occur, the parties shall meet to negotiate the following:</i></p> <ul style="list-style-type: none"> • <i>Material recognition to Staff Members for course preparation or transition to an alternate form of delivery of course content;</i> • <i>To modify the evaluation processes to reflect the effects of the unexpected event on staff members' productivity;</i> • <i>Provide for workload adjustments and increased compensation for Staff Members who are not specifically engaged in teaching duties, but have their professional work routines or responsibilities affected by an unexpected event.</i> <p><i>Should the parties be unable to reach an agreement on the above provisions, the Association may forward matters in dispute to grievance.</i></p> <p><i>Additional and Unexpected Employment Expenses</i></p> <p><i>The Board and the Association recognize that the COVID-19 pandemic has created both additional and unique workload pressures for administrators and Staff Members, as well as challenges with respect to fulfilling certain University responsibilities.</i></p> <p><i>The parties have collaborated in a positive and respectful manner to address</i></p>	
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				<p><i>the effects of the COVID-19 pandemic has had on Staff Members on performing their University responsibilities remotely away from their on-campus offices and the attendant on-campus technological infrastructure and supports. The parties have done so while adhering to the terms and conditions of the Agreement and/or addressing any temporary special conditions through either a Memorandum of Understanding or Letter of Understanding between the Board and the Association. Every effort has been made to establish a straightforward approach that is fair to Staff Members and allows for ease of administration for Faculties and units.</i></p> <p><i>In the parties' efforts to uphold their commitment to the pursuit of truth, the advancement of learning, and the dissemination of knowledge through teaching, research and other scholarly and creative activities and service, the parties have been particularly mindful of Article 3.03 of the Collective Agreement regarding Academic Freedom: "The parties to the Agreement agree to uphold and protect the principles and practices of Academic Freedom". This LOU intends to do precisely that.</i></p> <p>A. Creation of a temporary Remote Learning/Professional Activity Expense Reimbursement (RLPER) fund to reimburse employment expenses in order to be able to effectively work remotely.</p>	
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				<ol style="list-style-type: none"> 1. <i>The Board recognizes that a consequence of the COVID-19 pandemic was that Staff Members were required to perform their professional duties remotely from their on-campus offices and the attendant on-campus technological infrastructure provided by the University, and as such, Staff Members incurred unanticipated employment related expenses in order to work effectively. The Board acknowledges its responsibility to compensate for these unanticipated but necessary employment related expenses.</i> 2. <i>The Board shall establish a (non-taxable) Remote Learning/Professional Activity Expense Reimbursement (RLPER) fund to offset the employment related expenses Staff Members have incurred in order to perform their professional duties remotely.</i> 3. <i>Retroactive to March 1, 2020, and going forward until one full calendar month after normal full-time on-campus operations resume, or until the Staff Member is no longer an Employee, each Staff Member will accrue \$250.00 each month into an individualized RLPER fund (much like the existing PER fund).</i> 	
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				<p>4. <i>The Board will establish within 30 days of this agreement procedures for the reimbursement of eligible <u>receipted</u> expenses from the RLPER. These procedures will be similar to those that exist for a PER reimbursement. Eligible expenses that can be reimbursed from the RLPER fund include internet charges, cell and/or landline phone charges, reasonable office furniture expenses such as, but not limited to, a desk or table, ergonomic office chair, desk lighting, computer purchase, rental or repair, tablet and/or printer purchase, rental or repair, computer software purchase, office stationary and supplies, and any other expenses that are eligible under the PER. Expenses that were incurred prior to March 1, 2020 are not eligible to be reimbursed from the RLPER fund.</i></p> <p>5. <i>Subject to A.6 and A.7, Staff Members may make a reimbursement claim from the RLPER fund at any time but no more than one claim per calendar month may be made.</i></p> <p>6. <i>Once the University has returned to normal full-time on-campus operations, Staff Members will have three months from the first day of normal full-time on-campus operations to</i></p>	
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				<p><i>make a reimbursement claim from the RLPER fund.</i></p> <p><i>i. After the three-month period from the first day of the University resuming normal full-time operations has past, Staff Members may no longer make further reimbursement claims from the RLPER and all the remaining RLPER funds in the Staff Member's RLPER account are returned to the University.</i></p> <p><i>7. Staff Members employed under a Term Contract on or after March 1, 2020 that were not renewed prior to the University resuming normal full-time on-campus operations, will have three months from the end date of their Term Contract to make a reimbursement claim from the RLPER fund for eligible expenses incurred while they were on Term Contract.</i></p> <p><i>i. Staff Members employed under a Term Contract on or after March 1, 2020 that were not renewed prior to the University resuming normal full-time on-campus operations may no longer make further</i></p>	
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				<p><i>reimbursement claims from the RLPER after the three-month period from the end date of their Term Contract as expired and all the remaining RLPER funds in the Staff Member's RLPER account are returned to the University.</i></p> <p><i>This Letter of Understanding shall be in effect during the life of this Agreement.</i></p>	
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FACULTY					
A1	after .02.3 NEW.02.4	57		<i>In no case shall an Academic Faculty member be disadvantaged with respect to the terms and conditions of employment by reason of a contingent appointment.</i>	
A1	.03.1	57	<p>A Dean may appoint an Academic Faculty member with special conditions which are at variance with the terms of this Agreement provided:</p> <ul style="list-style-type: none"> 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. 	<p>A Dean may appoint an Academic Faculty member with special conditions which are at variance with the terms of this Agreement provided:</p> <ul style="list-style-type: none"> 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 and by after consultation with the President of the Association and prior to the offer being made. 	
A1	.03.2	57	<p>The Provost may approve special conditions which are at variance with the terms of this Agreement and which are agreed to subsequent to the original appointment of an Academic Faculty member provided:</p> <ul style="list-style-type: none"> a) the variations have been recommended by a Dean and are approved in writing by the Academic Faculty member; and b) the Provost has consulted with the President of the Association prior to approval. 	<p>The Provost may approve special conditions which are at variance with the terms of this Agreement and which are agreed to subsequent to the original appointment of an Academic Faculty member provided:</p> <ul style="list-style-type: none"> a) the variations have been recommended by a Dean and are approved in writing by the Academic Faculty member and the President of the Association; and b) the Provost has consulted with the President of the Association prior to approval. 	
A2	.01.2	59	<p>The responsibilities of an Academic Faculty member shall include:</p> <ul style="list-style-type: none"> a) participation in teaching programs, including classroom teaching, supervision of graduate students 	<p>The responsibilities of an Academic Faculty member shall include:</p> <ul style="list-style-type: none"> a) participation in teaching programs, including classroom teaching, supervision of graduate students 	

			<p>and personal interactions with and advising students;</p> <p>b) participation in research (defined as including the preparation or performance of creative works and reflective inquiry) and the dissemination of the results of research by means appropriate to the discipline; and</p> <p>c) provision of service to the discipline of the Academic Faculty member; participation in the governance of the University, the Faculty and the Department; and dissemination of knowledge to the general public by making available the Academic Faculty member's expertise and knowledge of the discipline all of which shall be carried out according to the standards of professional conduct expected of an Academic Faculty member.</p>	<p>and personal interactions <i>interacting</i> with and advising students;</p> <p>b) participation in research (defined as including the preparation or performance of creative works and reflective inquiry) and the dissemination of the results of research by means appropriate to the discipline; and</p> <p>c) provision of service to the discipline of the Academic Faculty member; participation in the governance of the University, the Faculty and the Department; and dissemination of knowledge to the general public by making available the Academic Faculty member's expertise and knowledge of the discipline. all of which shall be carried out according to the standards of professional conduct expected of an Academic Faculty member.</p>	
A2	.04	60	<p>Service</p> <p>The degree of participation in the governance of the University and other service responsibilities may vary from Academic Faculty member to Academic Faculty member and from time to time. Such responsibilities may be assigned by the Department Chair or may be the result of initiative by the Academic Faculty member. An Academic Faculty member shall be actively engaged in service to the university and shall participate in the collegial responsibilities of departmental,</p>	<p>Service</p> <p>The degree of participation in the governance of the University and other service responsibilities may vary from Academic Faculty member to Academic Faculty member and from time to time. Such responsibilities may be assigned by the Department Chair or may be the result of initiative by the Academic Faculty member. An Academic Faculty member shall be actively engaged in service to the university and shall participate in the collegial responsibilities of departmental, Faculty and university governance. The</p>	

			Faculty and university governance. The Academic Faculty member may also be engaged in service to the Academic Faculty member's discipline or profession.	Academic Faculty member may also be engaged in service to the Academic Faculty member's discipline or profession <i>or service to the Association. Promotion can be based on exceptional service – see Appendix A.9.</i>	
A2	.06	60	If there is a dispute with respect to the Academic Faculty member's University responsibilities, an Academic Faculty member shall have recourse to the Dean. The decision of the Dean shall be final and binding.	If there is a dispute with respect to the Academic Faculty member's University responsibilities, an Academic Faculty member shall have recourse to the Dean. The decision of the Dean shall be final and binding. <i>Should the Dean not remedy the issue, the Association may advance the issue to grievance.</i>	
A4	.03.1 Delete	63	With respect to an Academic Faculty member's first sabbatical following receipt of the award of Tenure through the FEC processes under Articles A5 and A6, the Academic Faculty member, as an Associate Professor or Professor, shall receive a percentage of their basic University salary, as follows: a) 85%, where the sabbatical commences prior to July 1, 2019; and b) 90%, where the sabbatical commences on or after July 1, 2019.	With respect to an Academic Faculty member's first sabbatical following receipt of the award of Tenure through the FEC processes under Articles A5 and A6, the Academic Faculty member, as an Associate Professor or Professor, shall receive a percentage of their basic University salary, as follows: a) 85%, where the sabbatical commences prior to July 1, 2019; and b) 90%, where the sabbatical commences on or after July 1, 2019.	
A4	.03.2	64	With respect to an Academic Faculty member's second and any subsequent sabbatical, the Academic Faculty member shall receive 82.5% of their basic University salary.	With respect to an Academic Faculty member's second and any subsequent sabbatical, the Academic Faculty member shall receive 82.5% 100% of their basic base University salary.	
A5 clerical error	.06	66	An Academic Faculty member whose appointment is terminated under Articles	An Academic Faculty member whose appointment is terminated under Articles	

			A5.03.4(c) or A5.04.1 (b) shall be entitled to a severance salary equal to one month's salary for each year of service as an Academic Faculty member.	A5.03.4(c) or A5.04.1(b) shall be entitled to a severance salary equal to one month's salary for each year of service as an Academic Faculty member a <i>Staff Member</i> .	
A6	.03.2 NEW.03.2(d)	67	Standards of performance shall be prepared by FEC on the basis that an Academic Faculty member is expected to demonstrate competence in teaching, research, and service. Standards of performance: <ul style="list-style-type: none"> a) shall enable FEC to evaluate academic performance across its full range; b) shall be based on merit and not on length of service; c) may vary from Faculty to Faculty. 	Standards of performance shall be prepared by FEC on the basis that an Academic Faculty member is expected to demonstrate competence in teaching, research, and service. Standards of performance: <ul style="list-style-type: none"> a) shall enable FEC to evaluate academic performance across its full range; b) shall be based on merit and not on length of service; c) may vary from Faculty to Faculty; <i>and</i> d) <i>Evaluations must also take into account the effects that unforeseen circumstances including pandemics, may have on the ability of Academic Faculty members to fulfill their responsibilities. These include providing care for dependent children or adults, home schooling and other logistical considerations, and the ability of Academic Faculty members to fulfill their responsibilities in response to other demands imposed by the government or the University.</i> 	
A6	.03.4	67	The standards for evaluation of teaching performance shall be broadly based, including course content, course design and performance in the classroom. Such evaluation may take into account	The standards for evaluation of teaching performance shall be broadly based, including course content, course design and performance in the classroom. Such evaluation may take into account	

			information such as statistical summaries of responses to student questionnaires, comprehensive reviews of student commentary; reviews by peers, reviews by administrative officials and reviews of teaching dossiers and other materials provided by the Academic Faculty member. Evaluation of teaching shall be multi-faceted and, in particular, shall not be based primarily on any one method of evaluation.	information such as statistical summaries of responses to student questionnaires, comprehensive reviews of student commentary; reviews by peers, reviews by administrative officials and reviews of teaching dossiers and other materials provided by the Academic Faculty member. Evaluation of teaching shall be multi-faceted and, in particular, shall not be based primarily on any one method of evaluation.	
A6	.03.7 NEW.03.7(a) (renumbering)	68	<p>At least 10 years from the date of each approval, the standards of performance shall be reviewed and reconsidered by FEC and then, in draft form, shall be submitted to the Provost for review and advice.</p> <ul style="list-style-type: none"> a) The Provost shall forward the draft standards and any advice to Faculty Council for approval or to FEC for reconsideration; b) The Faculty Council may approve the standards or may refer them back to FEC for revision. Any revised standards shall, again, be submitted to the Provost for further review and advice; c) After approval of the standards by Faculty Council, they shall be provided to the Provost; d) The Provost may refer standards to the PRC (Article A6.02) for review and advice or the PRC may recommend review of standards to the Provost. 	<p>At least 10 years from the date of each approval, the standards of performance shall be reviewed and reconsidered by FEC and then, in draft form, shall be submitted to the Provost for review and advice.</p> <ul style="list-style-type: none"> a) <i>The Provost shall forward the draft standards and any advice to the Association; and then</i> b) The Provost shall forward the draft standards and any advice to Faculty Council for approval or to FEC for reconsideration; c) The Faculty Council may approve the standards or may refer them back to FEC for revision. Any revised standards shall, again, be submitted to the Provost for further review and advice; d) After approval of the standards by Faculty Council, they shall be provided to the Provost; e) The Provost may refer standards to the PRC (Article A6.02) for review and advice or the PRC may recommend review of standards to the Provost. 	

A6	NEW.03.10	68		<i>The Faculty Council shall ensure that standards of evaluation are transparent and consistently applied, and with due regard to the principles of equity, diversity and inclusion.</i>	
A6	.04.5	68	An Academic Faculty member may be assigned to professional or clinical responsibilities as a condition of their appointment. Such assignment shall be acknowledged in the weighting and evaluation of performance.	An Academic Faculty member may be assigned to professional or clinical responsibilities as a condition of their appointment <i>with the approval of the Association</i> . Such assignment shall be acknowledged in the weighting and evaluation of performance.	
A6	.05(b)	69	b) Periods of secondment, disability leave, Assisted Leave and other forms of leave with pay, with partial pay or with no pay of any length (as well as periods of any form of leave, or combination of leaves, which exceed 6 months of an academic year) shall not be considered in the evaluation of performance;	b) Periods of secondment, disability leave, Assisted Leave and other forms of leave with pay, with partial pay or with no pay of any length (as well as periods of any form of leave, or combination of leaves, which exceed 6 months of an academic year) shall not be considered in the evaluation of performance <i>and shall be cited as 0C</i> ;	
A6	06.03.1		The review of an Academic Faculty member's performance shall be based on consideration of the performance of the responsibilities of the Academic Faculty member as outlined in Article A2.	The review of an Academic Faculty member's performance shall be based on consideration of the performance of the responsibilities of the Academic Faculty member as outlined in Article A2. <i>All assigned duties shall be considered in the review.</i>	
A6	.10	70	If a Department Chair recommends that no Increment be awarded to an Academic Faculty member, or if FEC decides that no Increment be awarded to an Academic Faculty member, in either or both cases, the decision shall be cited as one of the following:	If a Department Chair recommends that no Increment be awarded to an Academic Faculty member, or if FEC decides that no Increment be awarded to an Academic Faculty member, in either or both cases, the decision shall be cited as one of the following:	

			<ul style="list-style-type: none"> a) that maximum for rank has been reached and standards for promotion have not been met but 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; or d) that academic performance is unsatisfactory and unacceptable. 	<ul style="list-style-type: none"> a) that maximum for rank has been reached and standards for promotion have not been met but performance is acceptable notwithstanding; a) that performance requirements for an increment have been met but the maximum for rank has been reached. 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; or d) that academic performance is unsatisfactory and unacceptable. 	
A6	.11.1 .11.2	70	<p>Pro-rated Increment</p> <p>An Academic Faculty member whose appointment takes effect in the period July 1 to October 1, inclusive, is eligible to receive a full Increment at one of the values referred to in Article A6.09 on the next following July 1.</p> <p>An Academic Faculty member whose appointment takes effect in the period October 2 to June 1, inclusive, is eligible to receive a pro-rated Increment on the next following July 1, the proportion of a full Increment depending on the number of months they will have served by July 1.</p> <p>An Academic Faculty member whose appointment takes effect in the period June 2 to June 30, inclusive, will not be eligible to receive an Increment on the next following July 1.</p>	<p>Pro-rated Increment</p> <p>An Academic Faculty member whose appointment takes effect in the period July 1 to October 1, inclusive, is eligible to receive a full <i>single</i> Increment at one of the values referred to in Article A6.09 on the next following July 1.</p> <p>Pro-rated Increment</p> <p>An Academic Faculty member whose appointment takes effect in the period October 2 to June 1, inclusive, is eligible to receive a pro-rated Increment on the next following July 1, the proportion of a full <i>single</i> Increment depending on the number of months they will have served by July 1. An Academic Faculty member whose appointment takes effect in the period June 2 to June 30, inclusive, will not be eligible to receive an Increment on the next following July 1.</p>	

A6	.14.1	72	<p>Upon completion of the review under Article A6.13, and at least 15 days prior to the meetings of FEC, the Department Chair shall make a written submission to FEC with a copy to the Academic Faculty member concerning one of the following, depending on the case:</p> <ul style="list-style-type: none"> a) a recommendation for merit incrementation under Article A6.09; b) a statement as to whether or not the Department Chair supports an application for promotion to the rank of Professor; c) a recommendation under Articles A5.03.1, A5.03.2, A5.04.1 or A5.05.1 <p>At the same time, the Department Chair shall advise the Academic Faculty member of the date of the FEC hearing.</p>	<p>Upon completion of the review under Article A6.13, and at least 15 days prior to the meetings of FEC, the Department Chair shall make a written submission <i>with sufficient rationale that allows the Academic Faculty member to understand the basis for the recommendation</i> to FEC with a copy to the Academic Faculty member concerning one of the following, depending on the case:</p> <ul style="list-style-type: none"> a) a recommendation for merit incrementation under Article A6.09; b) a statement as to whether or not the Department Chair supports an application for promotion to the rank of Professor; c) a recommendation under Articles A5.03.1, A5.03.2, A5.04.1 or A5.05.1 <p>At the same time, the Department Chair shall advise the Academic Faculty member of the date of the FEC hearing.</p>	
A6	.15.1	72	<p>Unless there is a contrary decision of Faculty Council, confidential academic evaluations of the work of an Academic Faculty member may be received by FEC. Such statements and material shall not be provided to the Academic Faculty member; rather, where the Academic Faculty member has the right to appear before FEC, the FEC Chair shall prepare a summary of the confidential material so received and provide the Academic Faculty member and the Department Chair with a copy thereof at least 10 days prior to the FEC hearing. The summary statement so prepared shall be in</p>	<p>Unless there is a contrary decision of Faculty Council, confidential academic evaluations of the work of an Academic Faculty member may be received by FEC. Such statements and material shall not be provided to the Academic Faculty member; rather, where the Academic Faculty member has the right to appear before FEC, the FEC Chair shall prepare a summary of the confidential material so received and provide the Academic Faculty member and the Department Chair with a copy thereof at least 10 days prior to the FEC hearing. The summary statement so prepared shall be in</p>	

			sufficient detail to enable the Academic Faculty member to know the case they have to meet.	sufficient detail to enable the Academic Faculty member to know the case they have to meet. <i>Any Academic Faculty member who is seeking tenure or promotion shall be provided with the summary statement regardless of whether they are contesting or seeking reconsideration.</i>	
A6 clerical error	.19.4	75	Notwithstanding Article A6.19.1(b), if the recommendation of the Department Chair is that an appointment with tenure be offered to the Academic Faculty member but FEC decides not to approve such a recommendation but, instead, decides to continue the present probationary appointment or decides to extend a second probationary appointment (under Article 12.16(c)) or decides to offer a second probationary appointment (under Article 12.14(a)), then such a decision is final and binding and the provisions of Articles A6.19.2 and A6.19.3 shall not apply.	Notwithstanding Article A6.19.1(b), if the recommendation of the Department Chair is that an appointment with tenure be offered to the Academic Faculty member but FEC decides not to approve such a recommendation but, instead, decides to continue the present probationary appointment or decides to extend a second probationary appointment (under Article 12.16(c) A5.05.1(a)) or decides to offer a second probationary appointment (under Article 12.14(a) A5.04.2(c)), then such a decision is final and binding and the provisions of Articles A6.19.2 and A6.19.3 shall not apply.	
A6	.22.6	76	Following receipt of recommendations under Article A6.22.5, the FEC shall review its standards of performance, and the implementation of those standards, in tenure and promotion to the rank of Professor decisions. The FEC shall respond, in writing, to PRC within 6 months of receiving recommendations, and, where the FEC deems necessary, shall submit new draft standards of performance to the Provost (Article A6.03.7).	Following receipt of recommendations under Article A6.22.5, the FEC shall review its standards of performance, and the implementation of those standards, in tenure and promotion to the rank of Professor decisions. The FEC shall respond, in writing, to PRC within 6 months of receiving recommendations, and, where the FEC deems necessary, shall submit new draft standards of performance to the Provost (Article A6.03.7).	

A6	after .21.5 NEW.22.1	76		<p>Opting out of the Annual FEC Review Process</p> <p>A6.22.1 Each year, a tenured Academic Faculty member may opt out of the FEC review process and instead request a single increment (1.0) for satisfactory academic performance as follows:</p> <ul style="list-style-type: none"> a) the Academic Faculty member shall submit the Annual Report on their performance of University responsibilities in the preceeding year to the Department Chair (or Dean in non-departmentalized Faculties); b) the Annual Report shall be submitted at least two months before the Annual Report in A2.05 is normally due; and c) there shall be no meeting required between the Department Chair and the Academic Faculty member. <p>A6.22.2 The Department Chair, after review of the Annual Report, shall decide and the decision shall be cited as one of the following:</p> <ul style="list-style-type: none"> a) that academic performance is satisfactory and a single increment (1.0) be awarded to the Academic Faculty member; or b) academic performance is satisfactory but that maximum for rank has been reached. <p>A6.22.3 If the Department Chair, after review of the Annual Report, decides that</p>	
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				<p><i>academic performance is not satisfactory, then:</i></p> <ul style="list-style-type: none"> <i>a) the decision shall be provided to the Academic Faculty member at least 45 days before the Annual Report in A2.05 is normally due;</i> <i>b) the Department Chair shall advise the Academic Faculty member that the FEC review process shall be followed and to submit their Annual Report (A2.05); and</i> <i>c) the Department Chair shall then make their recommendation in accordance with A6.09.1.</i> <p><i>A6.22.4 Any Academic Faculty member who is on leave in accordance with A6.05(a), and whose academic work in the year (when the total of such periods of full-time leave is 6 months or less or part-time leave of 50% or less over the 12 months of an academic year) is extrapolated to a full year, may opt out of the annual FEC review process in accordance with Articles A6.22.1 – A6.22.3.</i></p> <p><i>A6.22.5 Any Academic Faculty member who is on a Maternity Leave, Parental Leave or Medical Leave that may have an effect on one, two or even three reporting years may opt out of the annual FEC review process in accordance with Appendix A.10.</i></p>	
A7	.01-.18	76-78	<p>Unacceptable Academic Performance</p> <p>A7.01 The FEC Chair shall refer the record of an Academic Faculty member to the Provost with a recommendation that</p>	<p>Unacceptable Academic Performance</p> <p>A7.01 The FEC Chair shall refer the record of an Academic Faculty member to the Provost with a recommendation that</p>	

		<p>the Academic Faculty member be disciplined for unacceptable academic performance if FEC has cited performance as unsatisfactory and unacceptable, provided that the Academic Faculty member's performance has also been cited as unsatisfactory and unacceptable in either of the two preceding years and further provided that, if the Academic Faculty member had appealed the FEC decision to GAC, such appeal was not upheld.</p> <p>A7.02 The record of the Academic Faculty member shall include copies of all material about the Academic Faculty member which had been before FEC in the last 3 years and before GAC in any appeals made by the Academic Faculty member in those years and any additional material which the FEC Chair adds to support the recommendation.</p> <p>A7.03 The recommendation shall be filed with the Provost within 20 days of the decision of FEC or, if the decision has been appealed under Article A8, the decision of GAC.</p> <p>A7.04 At the same time the FEC Chair shall provide to the Academic Faculty member a copy of the material under Articles A7.01 and A7.02 except that which is confidential.</p> <p>A7.05 The Academic Faculty member may submit material in response to that submitted under Articles A7.01, A7.02 and A7.04, with such material to be submitted</p>	<p>the Academic Faculty member be disciplined for unacceptable academic performance if FEC has cited performance as unsatisfactory and unacceptable, provided that the Academic Faculty member's performance has also been cited as unsatisfactory and unacceptable in either of the two preceding years and further provided that, if the Academic Faculty member had appealed the FEC decision to GAC, such appeal was not upheld.</p> <p>A7.02 The record of the Academic Faculty member shall include copies of all material about the Academic Faculty member which had been before FEC in the last 3 years and before GAC in any appeals made by the Academic Faculty member in those years and any additional material which the FEC Chair adds to support the recommendation.</p> <p>A7.03 The recommendation shall be filed with the Provost within 20 days of the decision of FEC or, if the decision has been appealed under Article A8, the decision of GAC.</p> <p>A7.04 At the same time the FEC Chair shall provide to the Academic Faculty member a copy of the material under Articles A7.01 and A7.02 except that which is confidential.</p> <p>A7.05 The Academic Faculty member may submit material in response to that submitted under Articles A7.01, A7.02 and A7.04, with such material to be submitted</p>	
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		<p>to the Provost within 15 days of receipt of the material under Articles A7.01, A7.02 and A7.04.</p> <p>A7.06 The Provost shall offer to meet with the Academic Faculty member within 20 days of the receipt of the recommendation under Article A7.03 or within 10 days of the receipt of the material under Article A7.05. The Provost may be accompanied by an Administration Advisor and the Academic Faculty Member may be represented by the Association but shall not be represented by their own legal counsel at such a meeting. Each shall, but not later than the day before the meeting, inform the other who the attendees will be.</p> <p>A7.07 Following any meeting under Article A7.06 and any other consultations the Provost chooses to have, the Provost shall, in writing, within 10 days:</p> <p>a) not approve the recommendation of the FEC Chair; or b) penalize the Academic Faculty member, which may include one or more of the following: by a letter of reprimand; suspension with or without pay; dismissal, or other appropriate penalty (but not a fine or a reduction of salary); stating the effective date of such penalty.</p> <p>A7.08 The Provost shall, as soon as possible, after reaching a decision under Article A7.07, advise the Academic</p>	<p>to the Provost within 15 days of receipt of the material under Articles A7.01, A7.02 and A7.04.</p> <p>A7.06 The Provost shall offer to meet with the Academic Faculty member within 20 days of the receipt of the recommendation under Article A7.03 or within 10 days of the receipt of the material under Article A7.05. The Provost may be accompanied by an Administration Advisor and the Academic Faculty Member may be represented by the Association but shall not be represented by their own legal counsel at such a meeting. Each shall, but not later than the day before the meeting, inform the other who the attendees will be.</p> <p>A7.07 Following any meeting under Article A7.06 and any other consultations the Provost chooses to have, the Provost shall, in writing, within 10 days:</p> <p>a) not approve the recommendation of the FEC Chair; or b) penalize the Academic Faculty member, which may include one or more of the following: by a letter of reprimand; suspension with or without pay; dismissal, or other appropriate penalty (but not a fine or a reduction of salary); stating the effective date of such penalty.</p> <p>A7.08 The Provost shall, as soon as possible, after reaching a decision under Article A7.07, advise the Academic</p>	
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		<p>Faculty member, the FEC Chair and the Association of the decision, in writing.</p> <p>A7.09 The onus shall be on the FEC Chair to establish that, on the balance of probabilities, that the academic performance of the Academic Faculty member be declared unsatisfactory and unacceptable and that a penalty be assessed by the Provost.</p> <p>A7.10 The Academic Faculty member may appeal the decision under Article A7.07 by so advising the Provost, in writing, within 10 days of the date of that decision.</p> <p>A7.11 Within 10 days of receipt of the notice of appeal under Article A7.10, the Provost shall establish a review board to consider the appeal. The membership of the review board shall be:</p> <p>a) one person who is familiar with the academic discipline of the Academic Faculty member appointed by the FEC Chair;</p> <p>b) one person who is familiar with the academic discipline of the Academic Faculty member appointed by the Academic Faculty member; and</p> <p>c) one person appointed by the other two appointees to chair the review board.</p> <p>A7.12 The review board shall consider the case and shall decide, on the balance of probabilities, whether or not the decision</p>	<p>Faculty member, the FEC Chair and the Association of the decision, in writing.</p> <p>A7.09 The onus shall be on the FEC Chair to establish that, on the balance of probabilities, that the academic performance of the Academic Faculty member be declared unsatisfactory and unacceptable and that a penalty be assessed by the Provost.</p> <p>A7.10 The Academic Faculty member may appeal the decision under Article A7.07 by so advising the Provost, in writing, within 10 days of the date of that decision.</p> <p>A7.11 Within 10 days of receipt of the notice of appeal under Article A7.10, the Provost shall establish a review board to consider the appeal. The membership of the review board shall be:</p> <p>a) one person who is familiar with the academic discipline of the Academic Faculty member appointed by the FEC Chair;</p> <p>b) one person who is familiar with the academic discipline of the Academic Faculty member appointed by the Academic Faculty member; and</p> <p>c) one person appointed by the other two appointees to chair the review board.</p> <p>A7.12 The review board shall consider the case and shall decide, on the balance of probabilities, whether or not the decision</p>	
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		<p>of the Provost under Article A7.07 should be upheld, varied or dismissed.</p> <p>A7.13 In its consideration of the appeal, the review board shall follow the procedures for arbitration in Article 15 except those set out in Articles 15.02, 15.05, 15.07.3, and 15.08.</p> <p>A7.14 Notwithstanding the provisions of Article 15.07.3, the onus shall be on the Academic Faculty member to establish, on the balance of probabilities, that the decision of the Provost should be quashed or varied.</p> <p>A7.15 The decision of the review board shall be final and binding.</p> <p>A7.16 Each party shall bear the fees and expenses of their own appointee to the review board under Article A7.11 while the two parties shall share equally the fees and expenses of the review board chair.</p> <p>A7.17 If the review board upholds the appeal of the Academic Faculty member and if FEC determines that the performance of the Academic Faculty member is unsatisfactory and unacceptable in either the following year or the next following year, the conditions would again exist for another referral under Article A7.01.</p> <p>A7.18 All dates and times established by this Article A7 may be varied by the mutual written consent of the Academic</p>	<p>of the Provost under Article A7.07 should be upheld, varied or dismissed.</p> <p>7.13 In its consideration of the appeal, the review board shall follow the procedures for arbitration in Article 15 except those set out in Articles 15.02, 15.05, 15.07.3, and 15.08.</p> <p>A7.14 Notwithstanding the provisions of Article 15.07.3, the onus shall be on the Academic Faculty member to establish, on the balance of probabilities, that the decision of the Provost should be quashed or varied.</p> <p>A7.15 The decision of the review board shall be final and binding.</p> <p>A7.16 Each party shall bear the fees and expenses of their own appointee to the review board under Article A7.11 while the two parties shall share equally the fees and expenses of the review board chair.</p> <p>A7.17 If the review board upholds the appeal of the Academic Faculty member and if FEC determines that the performance of the Academic Faculty member is unsatisfactory and unacceptable in either the following year or the next following year, the conditions would again exist for another referral under Article A7.01.</p> <p>A7.18 All dates and times established by this Article A7 may be varied by the mutual written consent of the Academic</p>	
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			<p>Faculty member, the FEC Chair and the Provost.</p>	<p>Faculty member, the FEC Chair and the Provost.</p> <p>Actions Following the Award of OD</p> <p><i>Within 20 days following the awarding of OD, a meeting will be held with the Chair, the Academic Faculty Member, a representative of Faculty and Staff Relations, and a representative of the Association. The purpose of the meeting shall be to produce a plan for improvements (hereafter referred to as a Performance Improvement Plan) that the Academic Faculty Member must make to their performance which will allow them to reach a level of satisfactory performance the following year. The discussion should include any assistance that can be reasonably provided by the Employer to improve the Academic Faculty Member's performance. Where there is disagreement on the content of the Performance Improvement Plan, the Chair will make the determination.</i></p> <p><i>Meetings between the Chair and the Academic Faculty Member will be held at least every three months to discuss the Academic Faculty Member's progress towards achieving the objectives set out in the Performance Improvement Plan. A report of these meetings will be forwarded by the Chair to the Academic Faculty Member, Faculty and Staff Relations, and the Association.</i></p>	
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A8	.02.1	78	<p>Appeals under this Article A8 shall be heard by a committee to be known as GAC, the membership of which shall be:</p> <ul style="list-style-type: none"> a) the Provost, or designate as Chair; b) three tenured Academic Faculty Members selected by the Provost from the list established in accordance with Article A8.02.2, none of whom shall be from the same Faculty as the Appellant; and c) subject to Article A8.02.3, two tenured Academic Faculty Members selected jointly by the President and the President of the Association, for the particular case at hand and who shall be from the same Faculty as the Appellant. 	<p>Appeals under this Article A8 shall be heard by a committee to be known as GAC, the membership of which shall be:</p> <ul style="list-style-type: none"> a) the Provost, or designate as Chair; b) three tenured Academic Faculty Members selected by the Provost from the list established in accordance with Article A8.02.2, none of whom shall be from the same Faculty as the Appellant; and c) subject to Article A8.02.3, two tenured Academic Faculty Members <i>or Emeritus Professor(s)</i> selected jointly by the President and the President of the Association, for the particular case at hand and who shall be from the same Faculty as the Appellant; <i>and</i> d) <i>one tenured Academic Faculty Member selected by the Provost from the list established in accordance with Article A8.02.2, none of whom shall be from the same Faculty as the Appellant, who shall act as an alternate in the event that a member of GAC cannot attend or continue with the hearing. The alternate is an observer only until such time they are required to participate.</i> 	
A8	.05.3	80	<p>GAC may tape record the hearing and may use the tape recording during its deliberations. The Appellant and the Respondent, and their respective Advisors, may listen to the recording in the office of the Chair within 4 weeks of the issuance of the decision of GAC, but no copies may be made. The recording</p>	<p>GAC may <i>shall</i> tape record the hearing and may use the tape recording during its deliberations. The Appellant and the Respondent, and their respective Advisors, may listen to the recording in the office of the Chair within 4 weeks of the issuance of the decision of GAC, but no copies may be made. The recording</p>	

			may be destroyed by the Chair at any time after 6 weeks of the date of issuance of the decision of GAC.	may be destroyed by the Chair at any time after 6 weeks of the date of issuance of the decision of GAC.	
A8	.05.10	81	<p>The order of presentation at the hearing shall be as follows:</p> <ul style="list-style-type: none"> a) the Respondent's case; b) the Appellant's case; c) rebuttal by the Respondent; d) material and/or witnesses of GAC under Article A8.05.7, if any; e) closing argument by the Respondent; and f) closing argument by the Appellant. 	<p>The order of presentation at the hearing shall be as follows:</p> <ul style="list-style-type: none"> a) the Respondent's case <i>presents their case, followed by any questions from the GAC and Appellant, in that order;</i> b) the Appellant's case; <i>if applicable, the Respondent's witness(es) present their statement, followed by any questions from the GAC and Appellant, in that order;</i> c) rebuttal by the Respondent; <i>the Appellant presents their case, followed by any questions from the GAC and Respondent, in that order</i> d) material and/or witnesses of GAC under Article A8.05.7, if any; <i>if applicable, the Appellant's witness(es) makes their statement, followed by any questions from the GAC and Respondent, in that order;</i> e) closing argument by the Respondent; <i>rebuttal by the Respondent;</i> f) closing argument by the Appellant. <i>rebuttal by the Appellant;</i> g) <i>closing argument by the Respondent; and</i> h) <i>closing argument by the Appellant.</i> 	
A10	.03	84	Academic planning, in accordance with the normal authority and procedures of GFC, may result in revisions to programs or restructuring of Departments or Faculties. For Academic planning which	Academic planning, <i>including but not limited to academic planning</i> in accordance with the normal authority and procedures of GFC, may result in revisions to programs or restructuring of	

			may result in the lay off of Academic Faculty members, the procedures of this Article A10 shall apply.	Departments or Faculties. For Academic planning which may result in the lay off of Academic Faculty members, the procedures of this Article A10 shall apply.	
A10	.34	87	<p>The period of notice to individual Academic Faculty members may vary depending on the need to complete teaching commitments in the Program.</p> <ul style="list-style-type: none"> a) Notice of layoff shall be not less than 9 months. b) An Academic Faculty member who resigns before the end of a notice period shall receive not less than 9 months' salary. c) An Academic Faculty member who is given notice shall normally continue to perform regular responsibilities during that period. By mutual agreement, salary may be paid in lieu of notice. d) The salary paid during a period of notice plus the severance shall not exceed the regular salary payable between the date of notice and normal retirement. 	<p>The period of notice to individual Academic Faculty members may vary depending on the need to complete teaching commitments in the Program.</p> <ul style="list-style-type: none"> a) Notice of layoff shall be not less than 9 months <i>from the date on which the Academic Faculty member is advised, in writing, of the decision to lay-off the Academic Faculty member.</i> b) An Academic Faculty member who resigns before the end of a notice period shall receive not less than 9 months' salary. c) An Academic Faculty member who is given notice shall normally continue to perform regular responsibilities during that period. By mutual agreement, salary may be paid in lieu of notice. d) The salary paid during a period of notice plus the severance shall not exceed the regular salary payable between the date of notice and normal retirement. 	
A10	.35	87	<p>An Academic Faculty member who is laid off shall receive a severance payment (in months of salary) of $18.67 - \underline{N}$, where N is the number of months of notice</p> <ul style="list-style-type: none"> a) The minimum severance payment shall be 9 months' salary. 	<p>An Academic Faculty member who is laid off shall receive a severance payment (in months of salary) of $18.67 - \underline{N}$, where N is the number of months of notice as follows:</p>	

			<p>b) The maximum severance payment shall be 15 months' salary.</p>	<p>a) <i>the</i> minimum severance payment shall be 9 months' salary 165% of <i>the annual salary</i>; and</p> <p>b) The maximum severance payment shall be 15 months' salary <i>an additional one month's salary for each year of employment at the University that exceeds 20 years of service.</i></p>	
A11	.01	88	<p>In this Article A11:</p> <p>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.</p> <p>b) "Eligible staff member" means an Academic Faculty member who, on the Termination date, would be at or above (1) the mean age or (2) the median age, whichever index provides the greater number of Eligible staff members, plus Academic Faculty members who, on the Termination date would be below the selected index age but who have at least 15 years of service at this University.</p> <p>c) "VSIP" means a voluntary severance incentive plan.</p> <p>d) "Termination date" means June 30 or December 31, whichever is the earlier, next following the end-date for submission of applications for VSIP (Article A11.18).</p> <p>e) "Savings" means the annual cost of salary and benefits deleted from the operating budget when an</p>	<p>In this Article A11:</p> <p>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.</p> <p>b) "Eligible staff member" means an <i>all</i> Academic Faculty members. who, on the Termination date, would be at or above (1) the mean age or (2) the median age, whichever index provides the greater number of Eligible staff members, plus Academic Faculty members who, on the Termination date would be below the selected index age but who have at least 15 years of service at this University.</p> <p>c) "VSIP" means a voluntary severance incentive plan.</p> <p>d) "Termination date" means June 30 or December 31, whichever is the earlier, next following the end-date for submission of applications for VSIP (Article A11.18).</p> <p>e) "Savings" means the annual cost of salary and benefits deleted from the operating budget when an</p>	

			Academic Faculty member's position is deleted. f) "APC" means the Academic Planning Committee of GFC (or any successor committee with the same general responsibilities).	Academic Faculty member's position is deleted. f) "APC" means the Academic Planning Committee of GFC (or any successor committee with the same general responsibilities).																																									
A11	.08	89	<p>The amount of the severance shall be a function of the number of years between the Termination date and of the normal retirement date of an Eligible staff member, in accordance with the following table.</p> <table><tr><th>Number of Years to Normal Retirement</th><th>Amount of Severance</th></tr><tr><td>0.5</td><td>10% of year's salary</td></tr><tr><td>1.0</td><td>20% of year's salary</td></tr><tr><td>1.5</td><td>30% of year's salary</td></tr><tr><td>2.0</td><td>40% of year's salary</td></tr><tr><td>2.5</td><td>50% of year's salary</td></tr><tr><td>3.0</td><td>60% of year's salary</td></tr><tr><td>3.5</td><td>70% of year's salary</td></tr><tr><td>4.0</td><td>80% of year's salary</td></tr><tr><td>4.5</td><td>90% of year's salary</td></tr><tr><td>5.0</td><td>100% of year's salary</td></tr><tr><td>5.5</td><td>105% of year's salary</td></tr><tr><td>6.0</td><td>110% of year's salary</td></tr><tr><td>6.5</td><td>115% of year's salary</td></tr><tr><td>7.0</td><td>120% of year's salary</td></tr><tr><td>7.5</td><td>125% of year's salary</td></tr><tr><td>8.0</td><td>130% of year's salary</td></tr><tr><td>8.5</td><td>135% of year's salary</td></tr><tr><td>9.0</td><td>140% of year's salary</td></tr><tr><td>9.5</td><td>145% of year's salary</td></tr></table>	Number of Years to Normal Retirement	Amount of Severance	0.5	10% of year's salary	1.0	20% of year's salary	1.5	30% of year's salary	2.0	40% of year's salary	2.5	50% of year's salary	3.0	60% of year's salary	3.5	70% of year's salary	4.0	80% of year's salary	4.5	90% of year's salary	5.0	100% of year's salary	5.5	105% of year's salary	6.0	110% of year's salary	6.5	115% of year's salary	7.0	120% of year's salary	7.5	125% of year's salary	8.0	130% of year's salary	8.5	135% of year's salary	9.0	140% of year's salary	9.5	145% of year's salary	<p>The amount of the severance shall be a function of the number of years between the Termination date and of the normal retirement date of an Eligible staff member, in accordance with the following table paid as follows:</p> <p>a) <i>the minimum severance payment shall be 165% of the annual salary; and</i></p> <p>b) The maximum severance payment shall be 15 months' salary <i>an additional one month's salary for each year of employment at the University that exceeds 20 years of service.</i></p> <p><i>[Note: Table is deleted in its entirety]</i></p>	
Number of Years to Normal Retirement	Amount of Severance																																												
0.5	10% of year's salary																																												
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			10.0	150% of year's salary			
			Above 10.0	165% of year's salary			
Appendix A.2	3.01	95	The format of the Annual Report may vary by Faculty; the Faculty Council shall approve the format of the report. Annual Reports shall provide at least the information required in 3.02 of this Appendix.			The format of the Annual Report may vary by Faculty; the Faculty Council shall approve the format of the report. <i>The format includes the way in which the Annual Report is structured or designed (electronic or otherwise) and its contents.</i> Annual Reports shall provide at least the information required in 3.02 of this Appendix.	
Appendix A.9	NEW					Exceptional Service [Note: see below]	
Appendix A.10	NEW					Leaves: Maternity and/or Parental Non-Adjudicated Adjustment to Base Salary 1.1 A Maternity Leave, Parental Leave, or Medical Leave may have an effect on one, two or even three reporting years; 1.2 For each occurrence of a Maternity Leave, Parental Leave, or Medical Leave regardless of the duration, an Academic Faculty member may choose to receive one non-adjudicated adjustment to base salary in one of the effected reporting years, equivalent to the average increment received in the past years (to a maximum of three (3) years), as long as the Academic Faculty member is otherwise eligible to receive merit	

				<p><i>increments.</i></p> <p>a. <i>The average increment will be rounded up or down, where applicable, to the next appropriate level (i.e. an average increment of 1.33 is rounded down to 1.25 and an average increment of 1.43 is rounded up to 1.50); and</i></p> <p>b. <i>In the case of a leave taken in the first or second year of employment, when there is no average increment history available, the principle of Article A6.11.1 of Schedule A, will apply (eligibility to receive 1.0 increment). For example, an Academic Faculty member who was hired on July 1 and went on a childbirth/parental leave in September will receive an automatic 1.0 increment in the first year, and then a non-adjudicated adjustment could be applied in the next year.</i></p> <p>1.3 <i>An Academic Faculty member shall submit an annual report by the Faculty's stated deadline (unless unable to due to medical leave) and shall indicate whether they opt to:</i></p> <p>a. <i>Receive a non-adjudicated adjustment to base,</i></p>	
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				<p><i>regardless of the duration of the leave; or</i></p> <p><i>b. Request an FEC review in accordance with Article A6.05(a) or Article A6.05(c) of Schedule A.</i></p> <p><i>If the Academic Faculty member does not submit a report and is not on an approved medical leave, it is incumbent upon the FEC contact to enquire whether the Academic Faculty member is aware of the availability of the non-adjudicated increment.</i></p> <p><i>If the Academic Faculty member is on an approved medical leave, the Academic Faculty member may be reassured that there could be an adjustment made when the Academic Faculty member becomes well enough to submit an annual report.</i></p> <p>Implementation Information</p> <p><i>1. An eligible Academic Faculty member is notified of the option of a non-adjudicated adjustment to base and also provided with the value of the average increment.</i></p> <p><i>2. The Academic Faculty member is also reminded about Article A6.05(c) of Schedule A, and which indicates that the Academic Faculty member may ask that academic activities while on leave be evaluated. Note, that this was an important part of the</i></p>	
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				<p><i>discussion leading up to the final version of the new practice given that, while many felt that those on childbirth/parental leaves should not be working, we could not dictate that to Academic Faculty members.</i></p> <p>3. <i>The Academic Faculty member submits the annual report and indicates whether they are opting for a non-adjudicated increment or is opting for an FEC review.</i></p> <p>4. <i>The Chair confirms the value of the non-adjudicated adjustment or makes their increment recommendation as per standard process.</i></p> <p><i>If the Academic Faculty member opts for a non-adjudicated adjustment, they can claim any achievements from the years in which they did not report on the next report that they submit. In this manner, all important scholarly activities will be duly considered by FEC in a reasonable time frame. FEC can determine how that looks for an annual incrementation. By reporting on two or three years, it is not intended that the Academic Faculty member receives a higher than usual increment, just a fair increment.</i></p>	
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FACULTY SERVICE OFFICER					
B1	.01.1	115	<p>“Faculty Service Officer” (or “FSO Member”) means a person who has been appointed under this Schedule B to a position in which the FSO Member has been or may be granted a Continuing Appointment and who collaborates with Academic Faculty members in teaching and research. An FSO Member will normally have a post-graduate degree in the particular discipline to which they are attached. The tasks they are assigned may include an administrative and/or service component but this will not be a major component of the assignment. A position in this category shall be established under the same procedures as those used for Academic Faculty positions. FSO Members shall be counted with Academic Faculty in the staff count except for purposes of calculating the merit Increment pool for Academic Faculty and FSO Members.</p>	<p>“Faculty Service Officer” (or “FSO Member”) means a person who has been appointed under this Schedule B to a position in which the FSO Member has been or may be granted a Continuing Appointment and who collaborates with Academic Faculty members in teaching and research. An FSO Member will normally have a post-graduate degree in the particular discipline to which they are attached. The tasks they are assigned may include an administrative and/or service component but this will not be a major component of the assignment. A position in this category shall be established under the same procedures as those used for Academic Faculty positions. FSO Members shall be counted with Academic Faculty in the staff count <i>for all intent and purposes, including all governance of the University where Academic Faculty members participate</i>, except for purposes of calculating the merit Increment pool for Academic Faculty and FSO Members.</p>	
B1	.03.1	115	<p>A Dean may appoint an FSO Member with special conditions which are at variance with the terms of this Agreement provided:</p> <ul style="list-style-type: none"> 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 	<p>A Dean may appoint an FSO Member with special conditions which are at variance with the terms of this Agreement provided:</p> <ul style="list-style-type: none"> 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 <i>and by after consultation with the President of the</i> 	

			Association and prior to the offer being made.	Association and prior to the offer being made.	
B1	.03.2	115	<p>The Provost may approve special conditions which are at variance with the terms of this Agreement and which are agreed to subsequent to the original appointment of an FSO Member provided:</p> <ul style="list-style-type: none"> a) the variations have been recommended by a Dean and are approved in writing by the FSO Member; and b) the Provost has consulted with the President of the Association prior to approval. 	<p>The Provost may approve special conditions which are at variance with the terms of this Agreement and which are agreed to subsequent to the original appointment of an FSO Member provided:</p> <ul style="list-style-type: none"> a) the variations have been recommended by a Dean and are approved in writing by the FSO Member <i>and the President of the Association.</i>; and b) the Provost has consulted with the President of the Association prior to approval. 	
B2	.03	117	An FSO Member shall submit to the Department Chair an annual report on their University responsibilities during the previous year. The requirements for the report shall be provided to the FSO Member by the Department Chair, and based on the written job description of the general responsibilities of the position.	An FSO Member shall submit to the Department Chair an annual report on their University responsibilities during the previous year. The requirements for the report shall be provided to the FSO Member by the Department Chair, <i>are provided in Appendix B.2</i> and based on the written job description of the general responsibilities of the position.	
B2	.04	117	In the event of a dispute with respect to the FSO Member's University responsibilities, an FSO Member shall have recourse to the Dean and the Provost, in that order.	In the event of a dispute with respect to the FSO Member's University responsibilities, an FSO Member shall have recourse to the Dean and the Provost, in that order. <i>Should the Provost not remedy the issue, the Association may advance the issue to grievance.</i>	
B4	.01.3	118	Leave shall be considered as a privilege and shall only be awarded to an FSO Member who has a carefully prepared	Leave shall be considered as a privilege and shall only be awarded to an FSO Member who has a carefully prepared	

			program which, in some way, will be of benefit to the University.	program which, in some way, will be of benefit to the University.	
B4	.03.2	119	When the leave is determined to be of primary benefit to the FSO Members, the salary level shall be not less than 50% of full salary.	When the leave is determined to be of primary benefit to the FSO Members, the salary level shall be not less than 50% 80% of full salary.	
B4	.03.3	119	When the leave is determined to be of equal benefit to both the FSO Member and the University, the salary level shall be not less than 75% of salary.	When the leave is determined to be of equal benefit to both the FSO Member and the University, the salary level shall be not less than 75% 90% of salary.	
B5 clerical error	.04	120	If an FSO Member is not offered a Continuing Appointment (after appeal procedures, if any) the FSO Member shall receive a severance payment equal to one month's salary for each year of service as an FSO Member.	If an FSO Member is not offered a Continuing Appointment (after appeal procedures, if any) the FSO Member shall receive a severance payment equal to one month's salary for each year of service as an FSO Member , a Staff Member.	
B6	.01 NEW.01(f)	121	Each Faculty shall have a Faculty Evaluation Committee (FEC) which shall be authorized to: <ul style="list-style-type: none"> a) consider and decide on recommendations regarding probation and Continuing Appointment under Article B5; b) consider and decide on recommendations for Increments; c) determine procedures governing applications for promotion and granting of Continuing Appointment; d) consider and decide on applications for promotion; e) carry out such procedural rulings as are required of it under this Article B6. 	Each Faculty shall have a Faculty Evaluation Committee (FEC) which shall be authorized to: <ul style="list-style-type: none"> a) consider and decide on recommendations regarding probation and Continuing Appointment under Article B5; b) consider and decide on recommendations for Increments; c) determine procedures governing applications for promotion and granting of Continuing Appointment; d) consider and decide on applications for promotion; e) carry out such procedural rulings as are required of it under this Article B6. 	

B6	.03.2	121	<p>The draft standards of performance for FSO Members in a Faculty shall be determined by FEC following consultation with all FSO Members in the Faculty. The standards of performance shall recognize the expectations for each rank and shall reflect the principles set out in Articles B6.036 - B6.03.7 and B6.05. The draft standards of performance shall be submitted to the Provost for advice and consideration. If the Provost approves the standards of performance, copies shall be sent to each FSO Member in the Faculty; a copy shall be provided to an FSO Member, on appointment.</p>	<p>The draft standards of performance for FSO Members in a Faculty shall be determined by FEC following consultation with all FSO Members in the Faculty. The standards of performance shall recognize the expectations for each rank and shall reflect the principles set out in Articles B6.03.6 - B6.03.7 and B6.05. All assigned duties shall be considered in the review. The draft standards of performance shall be submitted to the Provost for advice and consideration. If the Provost approves the standards of performance, copies shall be sent to each FSO Member in the Faculty; a A copy shall be provided to an FSO Member, on appointment.</p>	
B6	.03.3 NEW.03.3(a) NEW.03.3(e)	121	<p>At least 10 years from the date of each approval, the standards of performance shall be reviewed and reconsidered by FEC and then, in draft form, shall be submitted to the Provost for review and advice.</p> <ul style="list-style-type: none"> a) The Provost shall forward the draft standards and any advice to Faculty Council for approval or to FEC for reconsideration; b) The Faculty Council may approve the standards or may refer them back to FEC for revision. Any revised standards shall, again, be submitted to the Provost for further review and advice; c) After approval of the standards by Faculty Council, they shall be provided to the Provost. 	<p>At least 10 years from the date of each approval, the standards of performance shall be reviewed and reconsidered by FEC and then, in draft form, shall be submitted to the Provost for review and advice.</p> <ul style="list-style-type: none"> a) <i>The Provost shall first forward the draft standards and any advice to the Association; and then</i> b) The Provost shall forward the draft standards and any advice to <i>the FSO Members Faculty Council</i> for approval or to FEC for reconsideration; c) The Faculty Council <i>FSO Members</i> may approve the standards or may refer them back to FEC for revision. Any revised standards shall, again, be submitted to the Provost for further review and advice; 	

			will have served by July 1. An FSO Member whose appointment takes effect in the period June 2 to June 30, inclusive, will not be eligible to receive an Increment on the next following July 1.	July 1, the proportion of a full <i>single</i> Increment depending on the number of months they will have served by July 1. An FSO Member whose appointment takes effect in the period June 2 to June 30, inclusive, will not be eligible to receive an Increment on the next following July 1.	
B6	after .21.5 NEW.22.1	128		<p><i>Opting out of the Annual FEC Review Process</i></p> <p><i>B6.22.1 Each year, an FSO Member in a Continuing Appointment may opt out of the FEC review process and instead request a single increment (1.0) for satisfactory academic performance as follows:</i></p> <ul style="list-style-type: none"> <i>a) The FSO Member shall submit the Annual Report on their performance of University responsibilities in the preceeding year to the Department Chair (or Dean in non-departmentalized Faculties);</i> <i>b) the Annual Report shall be submitted at least two months before the annual review of academic performance is required in B6.07; and</i> <i>c) there shall be no meeting required between the Department Chair and the FSO Member.</i> <p><i>B6.22.2 The Department Chair, after review of the Annual Report, shall decide and the decision shall be cited as one of the following:</i></p> <ul style="list-style-type: none"> <i>a) that academic performance is satisfactory and a single</i> 	

				<p><i>increment (1.0) be awarded to the FSO Member; or</i></p> <p><i>b) academic performance is satisfactory but that maximum for rank has been reached.</i></p> <p><i>B6.22.3 If the Department Chair, after review of the Annual Report, decides that academic performance is not satisfactory, then:</i></p> <p><i>a) the decision shall be provided to the FSO Member at least 45 days before the annual review is normally due;</i></p> <p><i>b) the Department Chair shall advise the FSO Member that the FEC review process shall be followed and it is responsible for review of their academic performance (B6.07); and</i></p> <p><i>c) the Department Chair shall then make their recommendation in accordance with B6.09.1.</i></p> <p><i>B6.22.4 Any FSO Member who is on leave in accordance with B6.05.1, and whose academic work in the year (when the total of such periods of full-time leave is 6 months or less or part-time leave of 50% or less over the 12 months of an academic year) is extrapolated to a full year, may opt out of the annual FEC review process in Articles B6.22.1 – B6.22.3.</i></p> <p><i>B6.22.5 Any FSO Member who is on a Maternity Leave, Parental Leave or Medical Leave that may have an effect on one, two or even three reporting years may opt out of the annual FEC review process in accordance with Appendix B.6.</i></p>	
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B7	.01-18	128 - 129	<p>Unacceptable Academic Performance</p> <p>B7.01 The FEC Chair shall refer the record of an FSO Member to the Provost with a recommendation that the FSO Member be disciplined for unacceptable academic performance if FEC has cited performance as unsatisfactory and unacceptable, provided that the FSO Member's performance has also been cited as unsatisfactory and unacceptable in either of the two preceding years and further provided that, if the FSO Member had appealed the FEC decision to GAC, such appeal was not upheld.</p> <p>B7.02 The record of the FSO Member shall include copies of all material about the FSO Member which had been before FEC in the last 3 years and before GAC in any appeals made by the FSO Member in those years and any additional material which the FEC Chair adds to support the recommendation.</p> <p>B7.03 The recommendation shall be filed with the Provost within 20 days of the decision of FEC or, if the decision has been appealed under Article B8, of the decision of GAC.</p> <p>B7.04 As soon as possible following receipt of the material under Articles B7.01 and B7.02, the Provost shall provide a copy of that material to the FSO Member except that which is confidential.</p> <p>B7.05 The FSO Member may submit material in response to that submitted</p>	<p>Unacceptable Academic Performance</p> <p>B7.01 The FEC Chair shall refer the record of an FSO Member to the Provost with a recommendation that the FSO Member be disciplined for unacceptable academic performance if FEC has cited performance as unsatisfactory and unacceptable, provided that the FSO Member's performance has also been cited as unsatisfactory and unacceptable in either of the two preceding years and further provided that, if the FSO Member had appealed the FEC decision to GAC, such appeal was not upheld.</p> <p>B7.02 The record of the FSO Member shall include copies of all material about the FSO Member which had been before FEC in the last 3 years and before GAC in any appeals made by the FSO Member in those years and any additional material which the FEC Chair adds to support the recommendation.</p> <p>B7.03 The recommendation shall be filed with the Provost within 20 days of the decision of FEC or, if the decision has been appealed under Article B8, of the decision of GAC.</p> <p>B7.04 As soon as possible following receipt of the material under Articles B7.01 and B7.02, the Provost shall provide a copy of that material to the FSO Member except that which is confidential.</p> <p>B7.05 The FSO Member may submit material in response to that submitted</p>	
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		<p>under Articles B7.01 and B7.02, with such material to be submitted to the Provost within 15 days of receipt of the material under Articles B7.01 and B7.02.</p> <p>B7.06 The Provost shall offer to meet with the FSO Member within 20 days of the receipt of the recommendation under Article B7.03 or within 10 days of the receipt of the material under Article B7.05. The Provost may be accompanied by an Administration Advisor and the FSO Member may be represented by the Association but shall not be represented by their own legal counsel at such a meeting. Each shall, but not later than the day before the meeting, inform the other who the attendees will be.</p> <p>B7.07 Following any meeting under Article B7.06 and any other consultations the Provost chooses to have, the Provost shall, in writing:</p> <ul style="list-style-type: none"> a) not approve the recommendation of the FEC Chair; or b) penalize the FSO Member, which may include one or more of the following: by a letter of reprimand; suspension with or without pay; dismissal, or other appropriate penalty (but not a fine or a reduction of salary); stating the effective date of such penalty. <p>B7.08 The Provost shall, as soon as possible after reaching a decision under Article B7.07, advise the FSO Member,</p>	<p>under Articles B7.01 and B7.02, with such material to be submitted to the Provost within 15 days of receipt of the material under Articles B7.01 and B7.02.</p> <p>B7.06 The Provost shall offer to meet with the FSO Member within 20 days of the receipt of the recommendation under Article B7.03 or within 10 days of the receipt of the material under Article B7.05. The Provost may be accompanied by an Administration Advisor and the FSO Member may be represented by the Association but shall not be represented by their own legal counsel at such a meeting. Each shall, but not later than the day before the meeting, inform the other who the attendees will be.</p> <p>B7.07 Following any meeting under Article B7.06 and any other consultations the Provost chooses to have, the Provost shall, in writing:</p> <ul style="list-style-type: none"> a) not approve the recommendation of the FEC Chair; or b) penalize the FSO Member, which may include one or more of the following: by a letter of reprimand; suspension with or without pay; dismissal, or other appropriate penalty (but not a fine or a reduction of salary); stating the effective date of such penalty. <p>B7.08 The Provost shall, as soon as possible after reaching a decision under Article B7.07, advise the FSO Member,</p>	
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		<p>the FEC Chair and the Association of the decision, in writing.</p> <p>B7.09 The onus shall be on the FEC Chair to establish that, on the balance of probabilities, that the academic performance of the FSO Member be declared unsatisfactory and unacceptable and that a penalty be assessed by the Provost.</p> <p>B7.10 The FSO Member may appeal the decision under Article B7.07 by so advising the Provost, in writing, within 10 days of the date of that decision.</p> <p>B7.11 Within 10 days of receipt of the notice of appeal under Article B7.10, the Provost shall establish a review board to consider the appeal. The membership of the review board shall be:</p> <ul style="list-style-type: none"> a) one person who is familiar with the academic responsibilities of the FSO Member appointed by the FEC Chair; b) one person who is familiar with the academic responsibilities of the FSO Member appointed by the FSO Member; and c) one person appointed by the other two appointees to chair the review board. <p>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</p>	<p>the FEC Chair and the Association of the decision, in writing.</p> <p>B7.09 The onus shall be on the FEC Chair to establish that, on the balance of probabilities, that the academic performance of the FSO Member be declared unsatisfactory and unacceptable and that a penalty be assessed by the Provost.</p> <p>B7.10 The FSO Member may appeal the decision under Article B7.07 by so advising the Provost, in writing, within 10 days of the date of that decision.</p> <p>B7.11 Within 10 days of receipt of the notice of appeal under Article B7.10, the Provost shall establish a review board to consider the appeal. The membership of the review board shall be:</p> <ul style="list-style-type: none"> a) one person who is familiar with the academic responsibilities of the FSO Member appointed by the FEC Chair; b) one person who is familiar with the academic responsibilities of the FSO Member appointed by the FSO Member; and c) one person appointed by the other two appointees to chair the review board. <p>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</p>	
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		<p>Labour, Province of Alberta, for the appointment of that person.</p> <p>B7.12 The review board shall consider the case and shall decide, on the balance of probabilities, whether or not the decision of the Provost under Article B7.07 should be upheld, varied or dismissed.</p> <p>B7.13 In its consideration of the appeal, the review board shall follow the procedures for arbitration in Article 15 except those set out in Articles 15.02, 15.05, 15.07.3, and 15.08.</p> <p>B7.14 Notwithstanding the provisions of Article 15.07.3, the onus shall be on the FSO Member to establish, on the balance of probabilities, that the decision of the Provost should be quashed or varied.</p> <p>B7.15 The decision of the review board shall be final and binding.</p> <p>B7.16 Each party shall bear the fees and expenses of their own appointee to the review board under Article B7.11 while the two parties shall share equally the fees and expenses of the review board chair.</p> <p>B7.17 If the review board upholds the appeal of the FSO Member and if FEC determines that the performance of the FSO Member is unsatisfactory and unacceptable in either the following year or the next following year, the conditions</p>	<p>Labour, Province of Alberta, for the appointment of that person.</p> <p>B7.12 The review board shall consider the case and shall decide, on the balance of probabilities, whether or not the decision of the Provost under Article B7.07 should be upheld, varied or dismissed.</p> <p>B7.13 In its consideration of the appeal, the review board shall follow the procedures for arbitration in Article 15 except those set out in Articles 15.02, 15.05, 15.07.3, and 15.08.</p> <p>B7.14 Notwithstanding the provisions of Article 15.07.3, the onus shall be on the FSO Member to establish, on the balance of probabilities, that the decision of the Provost should be quashed or varied.</p> <p>B7.15 The decision of the review board shall be final and binding.</p> <p>B7.16 Each party shall bear the fees and expenses of their own appointee to the review board under Article B7.11 while the two parties shall share equally the fees and expenses of the review board chair.</p> <p>B7.17 If the review board upholds the appeal of the FSO Member and if FEC determines that the performance of the FSO Member is unsatisfactory and unacceptable in either the following year or the next following year, the conditions</p>	
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		<p>would again exist for another referral under Article B7.01.</p> <p>B7.18 All dates and times established by this Article B7 may be varied by the mutual written consent of the FSO Member, the FEC Chair and the Provost.</p>	<p>would again exist for another referral under Article B7.01.</p> <p>B7.18 All dates and times established by this Article B7 may be varied by the mutual written consent of the FSO Member, the FEC Chair and the Provost.</p> <p>Actions Following the Award of OD</p> <p><i>Within 20 days following the awarding of OD, a meeting will be held with the Chair, the FSO Member, a representative of Faculty and Staff Relations, and a representative of the Association. The purpose of the meeting shall be to produce a plan for improvements (hereafter referred to as a Performance Improvement Plan) that the FSO Member must make to their performance which will allow them to reach a level of satisfactory performance the following year. The discussion should include any assistance that can be reasonably provided by the Employer to improve the FSO Member's performance. Where there is disagreement on the content of the Performance Improvement Plan, the Chair will make the determination.</i></p> <p><i>Meetings between the Chair and the FSO Member will be held at least every three months to discuss the FSO Member's progress towards achieving the objectives set out in the Performance Improvement Plan. A report of these meetings will be forwarded by the Chair to the FSO Member, Faculty and Staff Relations, and the Association.</i></p>	
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B8	.02.1	130	<p>Appeals under this Article B8 shall be heard by a committee to be known as GAC, the membership of which shall be:</p> <ul style="list-style-type: none"> a) the Provost, or designate as Chair; b) three tenured Academic Faculty members selected by the Provost from the list established in accordance with Article B8.02.2, none of whom shall be from the same Faculty as the Appellant; and c) subject to Article B8.02.3, two FSO members selected jointly by the President and the President of the Association, for the particular case at hand and who shall be from the same Faculty as the Appellant. 	<p>Appeals under this Article B8 shall be heard by a committee to be known as GAC, the membership of which shall be:</p> <ul style="list-style-type: none"> a) the Provost, or designate as Chair; b) three tenured Academic Faculty <i>Continuous Appointment FSO Members</i> selected by the Provost from the list established in accordance with Article B8.02.2, none of whom shall be from the same Faculty as the Appellant; and c) subject to Article B8.02.3, two FSO <i>Members</i> selected jointly by the President and the President of the Association, for the particular case at hand and who shall be from the same Faculty as the Appellant <i>if possible; and</i> d) <i>one Continuous Appointment FSO Member selected by the Provost from the list established in accordance with Article B8.02.2, none of whom shall be from the same Faculty as the Appellant, who shall act as an alternate in the event that a member of GAC cannot attend or continue with the hearing. The alternate is an observer only until such time they are required to participate.</i> 	
B8	.05.3	132	<p>GAC may tape record the hearing and may use the tape recording during its deliberations. The Appellant and the Respondent, and their respective Advisors, may listen to the recording in the office of the Chair within 4 weeks of the issuance of the decision of GAC, but</p>	<p>GAC may <i>shall</i> tape record the hearing and may use the tape recording during its deliberations. The Appellant and the Respondent, and their respective Advisors, may listen to the recording in the office of the Chair within 4 weeks of the issuance of the decision of GAC, but</p>	

			no copies may be made. The recording may be destroyed by the Chair at any time after 6 weeks of the date of issuance of the decision of GAC.	no copies may be made. The recording may be destroyed by the Chair at any time after 6 weeks of the date of issuance of the decision of GAC.	
B8	.05.10	133	<p>The order of presentation at the hearing shall be as follows:</p> <ul style="list-style-type: none"> a) the Respondent's case; b) the Appellant's case; c) rebuttal by the Respondent; d) material and/or witnesses of GAC under Article B8.05.7, if any; e) closing argument by the Respondent; and f) closing argument by the Appellant. 	<p>The order of presentation at the hearing shall be as follows:</p> <ul style="list-style-type: none"> a) the Respondent's case <i>presents their case, followed by any questions from the GAC and Appellant, in that order;</i> b) the Appellant's case; <i>if applicable, the Respondent's witness(es) present their statement, followed by any questions from the GAC and Appellant, in that order;</i> c) rebuttal by the Respondent; <i>the Appellant presents their case, followed by any questions from the GAC and Respondent, in that order;</i> d) material and/or witnesses of GAC under Article A8.05.7, if any; <i>if applicable, the Appellant's witness(es) makes their statement, followed by any questions from the GAC and Respondent, in that order;</i> e) closing argument by the Respondent; <i>rebuttal by the Respondent;</i> f) closing argument by the Appellant. <i>rebuttal by the Appellant;</i> g) <i>closing argument by the Respondent; and</i> h) <i>closing argument by the Appellant.</i> 	
B10	.03	135	Academic planning, in accordance with the normal authority and procedures of GFC, may result in revisions to programs or restructuring of Departments or	Academic planning, <i>including but not limited to academic planning</i> in accordance with the normal authority and procedures of GFC, may result in	

			Faculties. For Academic planning which may result in the lay off of FSO Members, the procedures of this Article B10 shall apply.	revisions to programs or restructuring of Departments or Faculties. For Academic planning which may result in the lay off of FSO Members, the procedures of this Article B10 shall apply.	
B10	.34	139	<p>The period of notice to individual FSO Members may vary depending on the need to complete teaching commitments in the Program.</p> <ul style="list-style-type: none"> a) Notice of layoff shall be not less than 9 months. b) An FSO Member who resigns before the end of a notice period shall receive not less than 9 months' salary. c) An FSO Member who is given notice shall normally continue to perform regular responsibilities during that period. By mutual agreement, salary may be paid in lieu of notice. d) The salary paid during a period of notice plus the severance shall not exceed the regular salary payable between the date of notice and normal retirement. 	<p>The period of notice to individual FSO Members may vary depending on the need to complete teaching commitments in the Program.</p> <ul style="list-style-type: none"> a) Notice of layoff shall be not less than 9 months <i>from the date on which the FSO Member is advised, in writing, of the decision to lay-off the Academic Faculty Member.</i> b) An FSO Member who resigns before the end of a notice period shall receive not less than 9 months' salary. c) An FSO Member who is given notice shall normally continue to perform regular responsibilities during that period. By mutual agreement, salary may be paid in lieu of notice. d) The salary paid during a period of notice plus the severance shall not exceed the regular salary payable between the date of notice and normal retirement. 	
B10	.35	139	<p>An FSO Member who is laid off shall receive a severance payment (in months of salary) of $18.67 - N$, where N is the number of months of notice</p> <ul style="list-style-type: none"> a) The minimum severance payment shall be 9 months' salary. 	<p>An FSO Member who is laid off shall receive a severance payment (in months of salary) of $18.67 - N$, where N is the number of months of notice as follows:</p> <ul style="list-style-type: none"> a) <i>the</i> minimum severance payment shall be 9 months' salary 165% of <i>the annual salary; and</i> 	

			b) The maximum severance payment shall be 15 months' salary.	b) The maximum severance payment shall be 15 months' salary. <i>an additional one month's salary for each year of employment at the University that exceeds 20 years of service.</i>	
B11	.01	140	<p>In this Article B11:</p> <p>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.</p> <p>b) "Eligible staff member" means an FSO Member who, on the Termination date, would be at or above (1) the mean age or (2) the median age, whichever index provides the greater number of Eligible staff members, plus FSO Members who, on the Termination date would be below the selected index age but who have at least 15 years of service at this University.</p> <p>c) "VSIP" means a voluntary severance incentive plan.</p> <p>d) "Termination date" means June 30 or December 31, whichever is the earlier, next following the end-date for submission of applications for VSIP (Article B11.18).</p> <p>e) "Savings" means the annual cost of salary and benefits deleted from the operating budget when an Academic Faculty member's position is deleted.</p>	<p>In this Article B11:</p> <p>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.</p> <p>b) "Eligible staff member" means an <i>all</i> FSO Members. who, on the Termination date, would be at or above (1) the mean age or (2) the median age, whichever index provides the greater number of Eligible staff members, plus FSO Members who, on the Termination date would be below the selected index age but who have at least 15 years of service at this University.</p> <p>c) "VSIP" means a voluntary severance incentive plan.</p> <p>d) "Termination date" means June 30 or December 31, whichever is the earlier, next following the end-date for submission of applications for VSIP (Article B11.18).</p> <p>e) "Savings" means the annual cost of salary and benefits deleted from the operating budget when an Academic Faculty member's position is deleted.</p>	

			f) "APC" means the Academic Planning Committee of GFC (or any successor committee with the same general responsibilities).	f) "APC" means the Academic Planning Committee of GFC (or any successor committee with the same general responsibilities).																																									
B11	.08	89	<p>The amount of the severance shall be a function of the number of years between the Termination date and of the normal retirement date of an Eligible staff member, in accordance with the following table.</p> <table> <tr> <th>Number of Years to Normal Retirement</th> <th>Amount of Severance</th> </tr> <tr><td>0.5</td><td>10% of year's salary</td></tr> <tr><td>1.0</td><td>20% of year's salary</td></tr> <tr><td>1.5</td><td>30% of year's salary</td></tr> <tr><td>2.0</td><td>40% of year's salary</td></tr> <tr><td>2.5</td><td>50% of year's salary</td></tr> <tr><td>3.0</td><td>60% of year's salary</td></tr> <tr><td>3.5</td><td>70% of year's salary</td></tr> <tr><td>4.0</td><td>80% of year's salary</td></tr> <tr><td>4.5</td><td>90% of year's salary</td></tr> <tr><td>5.0</td><td>100% of year's salary</td></tr> <tr><td>5.5</td><td>105% of year's salary</td></tr> <tr><td>6.0</td><td>110% of year's salary</td></tr> <tr><td>6.5</td><td>115% of year's salary</td></tr> <tr><td>7.0</td><td>120% of year's salary</td></tr> <tr><td>7.5</td><td>125% of year's salary</td></tr> <tr><td>8.0</td><td>130% of year's salary</td></tr> <tr><td>8.5</td><td>135% of year's salary</td></tr> <tr><td>9.0</td><td>140% of year's salary</td></tr> <tr><td>9.5</td><td>145% of year's salary</td></tr> </table>	Number of Years to Normal Retirement	Amount of Severance	0.5	10% of year's salary	1.0	20% of year's salary	1.5	30% of year's salary	2.0	40% of year's salary	2.5	50% of year's salary	3.0	60% of year's salary	3.5	70% of year's salary	4.0	80% of year's salary	4.5	90% of year's salary	5.0	100% of year's salary	5.5	105% of year's salary	6.0	110% of year's salary	6.5	115% of year's salary	7.0	120% of year's salary	7.5	125% of year's salary	8.0	130% of year's salary	8.5	135% of year's salary	9.0	140% of year's salary	9.5	145% of year's salary	<p>The amount of the severance shall be a function of the number of years between the Termination date and of the normal retirement date of an Eligible staff member, in accordance with the following table paid as follows:</p> <p>a) <i>the minimum severance payment shall be 165% of the annual salary; and</i></p> <p>b) The maximum severance payment shall be 15 months' salary <i>an additional one month's salary for each year of employment at the University that exceeds 20 years of service.</i></p> <p><i>[Note: Table is deleted in its entirety]</i></p>	
Number of Years to Normal Retirement	Amount of Severance																																												
0.5	10% of year's salary																																												
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			10.0	150% of year's salary			
			Above 10.0	165% of year's salary			
Appendix B.2	after B.1 NEWB.2					Annual Report [Note: see below] [Note: B9.01: the reference to Appendix B.2 will be changed to Appendix B.3] [Note: Appendix B.3 will be changed to Appendix B.4]	
Appendix B.5	NEW					Leaves: Maternity and/or Parental Non-Adjudicated Adjustment to Base Salary 1.1 A Maternity Leave, Parental Leave, or Medical Leave may have an effect on one, two or even three reporting years; 1.2 For each occurrence of a Maternity Leave, Parental Leave, or Medical Leave regardless of the duration, an FSO Member may choose to receive one non-adjudicated adjustment to base salary in one of the effected reporting years, equivalent to the average increment received in the past years (to a maximum of three (3) years), as long as the FSO Member is otherwise eligible to receive merit increments. a. The average increment will be rounded up or down, where applicable, to the next appropriate level (i.e. an average increment of 1.33 is rounded down to	

				<p><i>1.25 and an average increment of 1.43 is rounded up to 1.50); and</i></p> <p><i>b. In the case of a leave taken in the first or second year of employment, when there is no average increment history available, the principle of Article B6.11.1 of Schedule B, will apply (eligibility to receive 1.0 increment). For example, an FSO Member who was hired on July 1 and went on a childbirth/parental leave in September will receive an automatic 1.0 increment in the first year, and then a non-adjudicated adjustment could be applied in the next year.</i></p> <p><i>1.3 An FSO Member shall submit an annual report by the Faculty's stated deadline (unless unable to due to medical leave) and shall indicate whether they opt to:</i></p> <p><i>a. Receive a non-adjudicated adjustment to base, regardless of the duration of the leave; or</i></p> <p><i>b. Request an FEC review in accordance with Article B6.05(a) or Article B6.05(c) of Schedule B.</i></p> <p><i>If the FSO Member does not submit a report and is not on an approved medical leave, it is</i></p>	
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				<p><i>incumbent upon the FEC contact to enquire whether the FSO Member is aware of the availability of the non-adjudicated increment.</i></p> <p><i>If the FSO Member is on an approved medical leave, the FSO Member may be reassured that there could be an adjustment made when the FSO Member becomes well enough to submit an annual report.</i></p> <p>Implementation Information</p> <ol style="list-style-type: none"> <i>An eligible FSO Member is notified of the option of a non-adjudicated adjustment to base and also provided with the value of the average increment.</i> <i>The FSO Member is also reminded about Article B6.05(c) of Schedule B, and which indicates that the FSO Member may ask that academic activities while on leave be evaluated. Note, that this was an important part of the discussion leading up to the final version of the new practice given that, while many felt that those on childbirth/parental leaves should not be working, we could not dictate that to FSO Members.</i> <i>The FSO Member submits the annual report and indicates whether they are opting for a non-adjudicated increment or is opting for an FEC review.</i> <i>The Chair confirms the value of</i> 	
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				<p><i>the non-adjudicated adjustment or makes their increment recommendation as per standard process.</i></p> <p><i>If the FSO Member opts for a non-adjudicated adjustment, they can claim any achievements from the years in which they did not report on the next report that they submit. In this manner, all important scholarly activities will be duly considered by FEC in a reasonable time frame. FEC can determine how that looks for an annual incrementation. By reporting on two or three years, it is not intended that the FSO Member receives a higher than usual increment, just a fair increment.</i></p>	
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LIBRARIANS					
C1	.03.1	153	<p>The Chief Librarian may appoint a Librarian with special conditions which are at variance with the terms of this Agreement provided:</p> <ul style="list-style-type: none"> 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. 	<p>The Chief Librarian may appoint a Librarian with special conditions which are at variance with the terms of this Agreement provided:</p> <ul style="list-style-type: none"> 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 and by after consultation with the President of the Association and prior to the offer being made. 	
C1	.03.2	153	<p>The Provost may approve special conditions which are at variance with the terms of this Agreement and which are agreed to subsequent to the original appointment of a Librarian provided:</p> <ul style="list-style-type: none"> a) the variations have been recommended by the Chief Librarian and are approved in writing by the Librarian; and b) the Provost has consulted with the President of the Association prior to approval. 	<p>The Provost may approve special conditions which are at variance with the terms of this Agreement and which are agreed to subsequent to the original appointment of a Librarian provided:</p> <ul style="list-style-type: none"> a) the variations have been recommended by the Chief Librarian and are approved in writing by the Librarian <i>and the President of the Association;</i> and b) the Provost has consulted with the President of the Association prior to approval. 	
C2	.03	157	<p>If there is a dispute with respect to the Librarian's University responsibilities, a Librarian shall have recourse to the Chief Librarian. The decision of the Chief Librarian shall be final and binding.</p>	<p>If there is a dispute with respect to the Librarian's University responsibilities, a Librarian shall have recourse to the Chief Librarian. The decision of the Chief Librarian shall be final and binding. <i>Should the Chief Librarian not remedy the issue, the Association may advance the issue to grievance.</i></p>	

			eligible to receive an Increment on the next following July 1.	period June 2 to June 30, inclusive, will not be eligible to receive an Increment on the next following July 1.	
C6	02.1 NEW	161	The review of a Librarian's performance shall be based on consideration of the performance of the responsibilities of the Librarian as outlined in the position description and performance expectations, appended thereto, in accordance with Article C2.01.2, including, where appropriate, supplementary professional activities.	The review of a Librarian's performance shall be based on consideration of the performance of the responsibilities of the Librarian as outlined in the position description and performance expectations, appended thereto, in accordance with Article C2.01.2, including, where appropriate, supplementary professional activities. <i>All assigned duties shall be considered in the review. Evaluations must also take into account the effects that unforeseen circumstances including pandemics, may have on the ability of Librarians to fulfill their responsibilities. These include providing care for dependent children or adults, home schooling and other logistical considerations, and the ability of Librarians to fulfil their responsibilities in response to other demands imposed by the government or the University.</i>	
C6	after .18.5 NEW.19.1			<p>Opting out of the Annual LEC Review Process</p> <p>C6.19.1 Each year, a tenured Librarian may opt out of the LEC review process and instead request a single increment (1.0) for satisfactory academic performance as follows:</p> <ul style="list-style-type: none"> a) the Librarian shall submit the Annual Report on their performance of University responsibilities in the preceeding year to the Supervisor; 	

				<p>b) <i>the Administrative Librarian shall submit the Annual Report on their performance of University responsibilities in the preceeding year to the Chief Librarian;</i></p> <p>c) <i>the Annual Report shall be submitted at least two months before the Annual Report in C2.02 is normally due; and</i></p> <p>d) <i>there shall be no meeting required between the Supervisor and the Librarian (or Chief Librarian and the Administrative Librarian).</i></p> <p><i>C6.19.2 The Supervisor (or the Chief Librarian regarding Administrative Librarians), after review of the Annual Report, shall decide and the decision shall be cited as one of the following:</i></p> <p>a) <i>that academic performance is satisfactory and a single increment (1.0) be awarded to the Librarian; or</i></p> <p>b) <i>academic performance is satisfactory but that maximum for rank has been reached.</i></p> <p><i>C6.19.3 If the Supervisor (or Chief Librarian regarding Administrative Librarians), after review of the Annual Report, decides that academic performance is not satisfactory, then:</i></p> <p>a) <i>the decision shall be provided to the Librarian at least 45 days before the Annual Report is normally due;</i></p> <p>b) <i>the Supervisor (or Chief Librarian regarding Admininstrative Librarians) shall advise the</i></p>	
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				<p><i>Librarian that the LEC review process shall be followed and to submit their Annual Report (C2.02); and</i></p> <p><i>c) the Supervisor shall then make their recommendation in accordance with C6.05.(a); and</i></p> <p><i>d) the Chief Librarian shall then make their recommendation in accordance with C6.05(b).</i></p> <p><i>C6.19.4 Any Librarian who is on leave in accordance with C6.03.1, and whose academic work in the year (when the total of such periods of leave is less than 6 months in an academic year) is extrapolated to a full year, may opt out of the annual LEC review process in Articles C6.19.1 – C6.19.3.</i></p> <p><i>C6.19.5 Any Librarian who is on a Maternity Leave, Parental Leave or Medical Leave that may have an effect on one, two or even three reporting years may opt out of the annual LEC review process in accordance with Appendix C.5.</i></p>	
C7	.01-.18	167 - 168	<p>Unacceptable Performance</p> <p>C7.01 The LEC Chair shall refer the record of an Librarian to the Provost with a recommendation that the Librarian be disciplined for unacceptable academic performance if LEC has cited performance as unsatisfactory and unacceptable, provided that the Librarian's performance has also been cited as unsatisfactory and unacceptable in either of the two preceding years and further provided that, if the Librarian had</p>	<p>Unacceptable Performance</p> <p>C7.01 The LEC Chair shall refer the record of an Librarian to the Provost with a recommendation that the Librarian be disciplined for unacceptable academic performance if LEC has cited performance as unsatisfactory and unacceptable, provided that the Librarian's performance has also been cited as unsatisfactory and unacceptable in either of the two preceding years and further provided that, if the Librarian had</p>	

		<p>appealed the LEC decision to GAC, such appeal was not upheld.</p> <p>C7.02 The record of the Librarian shall include copies of all material about the Librarian which had been before LEC in the last 3 years and before GAC in any appeals made by the Librarian in those years and any additional material which the LEC Chair adds to support the recommendation.</p> <p>C7.03 The recommendation shall be filed with the Provost within 20 days of the decision of LEC or, if the decision has been appealed under Article C8, of the decision of GAC.</p> <p>C7.04 As soon as possible following receipt of the material under Articles C7.01 and C7.02, the Provost shall provide a copy of that material to the Librarian except that which is confidential.</p> <p>C7.05 The Librarian may submit material in response to that submitted under Articles C7.01 and B7.02, with such material to be submitted to the Provost within 15 days of receipt of the material under Articles C7.01 and C7.02.</p> <p>C7.06 The Provost shall offer to meet with the Librarian within 20 days of the receipt of the recommendation under Article C7.03 or within 10 days of the receipt of the material under Article C7.05. The Provost may be accompanied by an Administration Advisor and the Librarian may be represented by the Association</p>	<p>appealed the LEC decision to GAC, such appeal was not upheld.</p> <p>C7.02 The record of the Librarian shall include copies of all material about the Librarian which had been before LEC in the last 3 years and before GAC in any appeals made by the Librarian in those years and any additional material which the LEC Chair adds to support the recommendation.</p> <p>C7.03 The recommendation shall be filed with the Provost within 20 days of the decision of LEC or, if the decision has been appealed under Article C8, of the decision of GAC.</p> <p>C7.04 As soon as possible following receipt of the material under Articles C7.01 and C7.02, the Provost shall provide a copy of that material to the Librarian except that which is confidential.</p> <p>C7.05 The Librarian may submit material in response to that submitted under Articles C7.01 and B7.02, with such material to be submitted to the Provost within 15 days of receipt of the material under Articles C7.01 and C7.02.</p> <p>C7.06 The Provost shall offer to meet with the Librarian within 20 days of the receipt of the recommendation under Article C7.03 or within 10 days of the receipt of the material under Article C7.05. The Provost may be accompanied by an Administration Advisor and the Librarian may be represented by the Association</p>	
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		<p>but shall not be represented by their own legal counsel at such a meeting. Each shall, but not later than the day before the meeting, inform the other who the attendees will be.</p> <p>C7.07 Following any meeting under Article C7.06 and any other consultations the Provost chooses to have, the Provost shall, in writing:</p> <ul style="list-style-type: none"> a) not approve the recommendation of the LEC Chair; or b) penalize the Librarian, which may include one or more of the following: by a letter of reprimand; suspension with or without pay; dismissal, or other appropriate penalty (but not a fine or a reduction of salary); stating the effective date of such penalty. <p>C7.08 The Provost shall, as soon as possible after reaching a decision under Article C7.07, advise the Librarian, the LEC Chair and the Association of the decision, in writing.</p> <p>C7.09 The onus shall be on the LEC Chair to establish that, on the balance of probabilities, that the performance of the Librarian be declared unsatisfactory and unacceptable and that a penalty be assessed by the Provost.</p> <p>C7.10 The Librarian may appeal the decision under Article C7.07 by so</p>	<p>but shall not be represented by their own legal counsel at such a meeting. Each shall, but not later than the day before the meeting, inform the other who the attendees will be.</p> <p>C7.07 Following any meeting under Article C7.06 and any other consultations the Provost chooses to have, the Provost shall, in writing:</p> <ul style="list-style-type: none"> a) not approve the recommendation of the LEC Chair; or b) penalize the Librarian, which may include one or more of the following: by a letter of reprimand; suspension with or without pay; dismissal, or other appropriate penalty (but not a fine or a reduction of salary); stating the effective date of such penalty. <p>C7.08 The Provost shall, as soon as possible after reaching a decision under Article C7.07, advise the Librarian, the LEC Chair and the Association of the decision, in writing.</p> <p>C7.09 The onus shall be on the LEC Chair to establish that, on the balance of probabilities, that the performance of the Librarian be declared unsatisfactory and unacceptable and that a penalty be assessed by the Provost.</p> <p>C7.10 The Librarian may appeal the decision under Article C7.07 by so</p>	
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		<p>advising the Provost, in writing, within 10 days of the date of that decision.</p> <p>C7.11 Within 10 days of receipt of the notice of appeal under Article C7.10, the Provost shall establish a review board to consider the appeal. The membership of the review board shall be:</p> <ul style="list-style-type: none"> a) one person who is familiar with the professional activity of the Librarian appointed by the LEC Chair; b) one person who is familiar with the professional activity of the Librarian appointed by the Librarian; and c) one person appointed by the other two appointees to chair the review board. <p>If the first two appointees fail to agree on a person to chair the review board, the Provost shall apply to the Chairman of the Labour Relations Board, Department of Labour, Province of Alberta, for the appointment of that person.</p> <p>C7.12 The review board shall consider the case and shall decide, on the balance of probabilities, whether or not the decision of the Provost under Article C7.07 should be upheld, varied or dismissed.</p> <p>C7.13 In its consideration of the appeal, the review board shall follow the procedures for arbitration in Article 15 except those set out in Articles 15.02, 15.05, 15.07.3, and 15.08.</p>	<p>advising the Provost, in writing, within 10 days of the date of that decision.</p> <p>C7.11 Within 10 days of receipt of the notice of appeal under Article C7.10, the Provost shall establish a review board to consider the appeal. The membership of the review board shall be:</p> <ul style="list-style-type: none"> a) one person who is familiar with the professional activity of the Librarian appointed by the LEC Chair; b) one person who is familiar with the professional activity of the Librarian appointed by the Librarian; and c) one person appointed by the other two appointees to chair the review board. <p>If the first two appointees fail to agree on a person to chair the review board, the Provost shall apply to the Chairman of the Labour Relations Board, Department of Labour, Province of Alberta, for the appointment of that person.</p> <p>C7.12 The review board shall consider the case and shall decide, on the balance of probabilities, whether or not the decision of the Provost under Article C7.07 should be upheld, varied or dismissed.</p> <p>C7.13 In its consideration of the appeal, the review board shall follow the procedures for arbitration in Article 15 except those set out in Articles 15.02, 15.05, 15.07.3, and 15.08.</p>	
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				<p><i>shall be to produce a plan for improvements (hereafter referred to as a Performance Improvement Plan) that the Librarian must make to their performance which will allow them to reach a level of satisfactory performance the following year. The discussion should include any assistance that can be reasonably provided by the Employer to improve the Librarian's performance. Where there is disagreement on the content of the Performance Improvement Plan, the Supervisor (or Chief Librarian regarding Administrative Librarians) will make the determination.</i></p> <p><i>Meetings between the Supervisor (or Chief Librarian regarding Administrative Librarians) and the Librarian will be held at least every three months to discuss the Librarian's progress towards achieving the objectives set out in the Performance Improvement Plan. A report of these meetings will be forwarded by the Supervisor (or Chief Librarian regarding Administrative Librarians) to the Librarian, Faculty and Staff Relations, and the Association.</i></p>	
C8	.02.1	169	<p>Appeals under this Article C8 shall be heard by a committee to be known as GAC, the membership of which shall be:</p> <ul style="list-style-type: none"> a) the Provost, or designate as Chair; b) two tenured Academic Faculty members selected by the Provost from the list established in accordance with Article C8.02.2; and 	<p>Appeals under this Article C8 shall be heard by a committee to be known as GAC, the membership of which shall be:</p> <ul style="list-style-type: none"> a) the Provost, or designate as Chair; b) two tenured Academic Faculty members Librarians selected by the Provost from the list established in accordance with Article C8.02.2; and 	

			c) subject to Article C8.02.3, 3 tenured Librarians selected jointly by the President and the President of the Association, for the particular case at hand.	c) subject to Article C8.02.3, 3 tenured Librarians selected jointly by the President and the President of the Association, for the particular case at hand; <i>and</i> d) <i>one tenured Librarian selected by the Provost from the list established in accordance with Article C8.02.2, who shall act as an alternate in the event that a member of GAC cannot attend or continue with the hearing. The alternate is an observer only until such time they are required to participate.</i>	
C8	.05.3	171	GAC may tape record the hearing and may use the tape recording during its deliberations. The Appellant and the Respondent, and their respective Advisors, may listen to the recording in the office of the Chair within 4 weeks of the issuance of the decision of GAC, but no copies may be made. The recording may be destroyed by the Chair at any time after 6 weeks of the date of issuance of the decision of GAC.	GAC may <i>shall</i> tape record the hearing and may use the tape recording during its deliberations. The Appellant and the Respondent, and their respective Advisors, may listen to the recording in the office of the Chair within 4 weeks of the issuance of the decision of GAC, but no copies may be made. The recording may be destroyed by the Chair at any time after 6 weeks of the date of issuance of the decision of GAC.	
C8	.05.10	172	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) material and/or witnesses of GAC under Article C8.05.7, if any; e) closing argument by the Respondent; and f) closing argument by the Appellant.	The order of presentation at the hearing shall be as follows: a) the Respondent's case <i>presents their case, followed by any questions from the GAC and Appellant, in that order;</i> b) the Appellant's case; <i>if applicable, the Respondent's witness(es) present their statement, followed by any questions from the GAC and Appellant, in that order;</i> c) rebuttal by the Respondent; <i>the Appellant presents their case,</i>	

				<p><i>followed by any questions from the GAC and Respondent, in that order</i></p> <p>d) material and/or witnesses of GAC under Article A8.05.7, if any; if applicable, the Appellant's witness(es) makes their statement, followed by any questions from the GAC and Respondent, in that order;</p> <p>e) closing argument by the Respondent; rebuttal by the Respondent;</p> <p>f) closing argument by the Appellant. rebuttal by the Appellant;</p> <p>g) closing argument by the Respondent; and</p> <p>h) closing argument by the Appellant.</p>	
C11	.33.5	178	Severance and notice for Librarians who are laid-off under Articles C11.33.3 and C11.33.4 shall be 3 months' notice and one month salary for each year of service with a minimum of 3 months and a maximum of 12 months. The termination date shall not be earlier than 3 months after the deadline for application under Article C11.17 (which shall be the equivalent of the notice period) but the specific date shall be determined by the Provost.	<p>Severance and notice for Librarians who are laid-off under Articles C11.33.3 and C11.33.4 shall be 3 months' notice and one month salary for each year of service with a minimum of 3 months and a maximum of 12 months. The termination date shall not be earlier than 3 months after the deadline for application under Article C11.17 (which shall be the equivalent of the notice period) but the specific date shall be determined by the Provost shall not be less than 3 months from the date on which the Librarian is advised, in writing, of the decision to lay-off the Librarian.</p>	
Appendix C.5	NEW			Leaves: Maternity and/or Parental Non-Adjudicated Adjustment to Base Salary	

				<p>1.1 <i>A Maternity Leave, Parental Leave, or Medical Leave may have an effect on one, two or even three reporting years;</i></p> <p>1.2 <i>For each occurrence of a Maternity Leave, Parental Leave, or Medical Leave regardless of the duration, a Librarian may choose to receive one non-adjudicated adjustment to base salary in one of the effected reporting years, equivalent to the average increment received in the past years (to a maximum of three (3) years), as long as the Librarian is otherwise eligible to receive merit increments.</i></p> <p>a. <i>The average increment will be rounded up or down, where applicable, to the next appropriate level (i.e. an average increment of 1.33 is rounded down to 1.25 and an average increment of 1.43 is rounded up to 1.50); and</i></p> <p>b. <i>In the case of a leave taken in the first or second year of employment, when there is no average increment history available, the principle of Article C6.09.1 of Schedule C, will apply (eligibility to receive 1.0 increment). For example, a Librarian who was hired on July 1 and went on a childbirth/parental leave in September will receive an</i></p>	
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				<p><i>automatic 1.0 increment in the first year, and then a non-adjudicated adjustment could be applied in the next year.</i></p> <p>1.3 <i>A Librarian shall submit an annual report by the LEC's stated deadline (unless unable to due to medical leave) and shall indicate whether they opt to:</i></p> <ul style="list-style-type: none"> a. <i>Receive a non-adjudicated adjustment to base, regardless of the duration of the leave; or</i> b. <i>Request an LEC review in accordance with Article C6.03.1 or Article C6.03.3 of Schedule C.</i> <p><i>If the Librarian does not submit a report and is not on an approved medical leave, it is incumbent upon the LEC contact to enquire whether the Librarian is aware of the availability of the non-adjudicated increment.</i></p> <p><i>If the Librarian is on an approved medical leave, the Librarian may be reassured that there could be an adjustment made when the staff member becomes well enough to submit an annual report.</i></p> <p>Implementation Information</p> <p>1. <i>An eligible Librarian is notified of the option of a non-adjudicated</i></p>	
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				<p><i>adjustment to base and also provided with the value of the average increment.</i></p> <p>2. <i>The Librarian is also reminded about Article C6.03.3 of Schedule C, and which indicates that the Librarian may ask that academic activities while on leave be evaluated. Note, that this was an important part of the discussion leading up to the final version of the new practice given that, while many felt that those on childbirth/parental leaves should not be working, we could not dictate that to Librarians.</i></p> <p>3. <i>The Librarian submits the annual report and indicates whether they are opting for a non-adjudicated increment or is opting for an LEC review.</i></p> <p>4. <i>The Supervisor (or Chief Librarian regarding Administrative Librarians) confirms the value of the non-adjudicated adjustment or makes their increment recommendation as per standard process.</i></p> <p><i>If the Librarian opts for a non-adjudicated adjustment, they can claim any achievements from the years in which they did not report on the next report that they submit. In this manner, all important scholarly activities will be duly considered by LEC in a reasonable time frame. LEC can determine how that looks for an annual incrementation. By reporting on two or three years, it is not intended that</i></p>	
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				<i>the Librarian receives a higher than usual increment, just a fair increment.</i>	
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ACADEMIC TEACHING STAFF					
D1	.01(f)	187	<p>In this Schedule D, the following definitions shall be used:</p> <p>a) “Academic Teaching Staff” (or “ATS Member”) means a person who has been appointed under this Schedule D to a position with teaching and/or teaching-related responsibilities on the academic staff of the University (where teaching shall involve University credit courses) and where the funding source permits payment of such responsibilities.</p> <p>b) “Career Status” means an appointment to a full-time or part-time position without a fixed term, but is subject to layoff in accordance with Article D.8.</p> <p>c) “Rank” means one of:</p> <ol style="list-style-type: none"> Full Lecturer; Associate Lecturer; or Assistant Lecturer. <p>d) “Fixed-Term Status” means an appointment to a position categorized as Term 12 (“T12”), Term Recurring (“TR”) or Term, as those terms are defined herein.</p> <p>e) “Term 12” or “T12” means an appointment to a full-time or part-time position for an appointment period from 12 months to a maximum of 6 years.</p>	<p>In this Schedule D, the following definitions shall be used:</p> <p>a) “Academic Teaching Staff” (or “ATS Member”) means a person who has been appointed under this Schedule D to a position with teaching and/or teaching-related responsibilities on the academic staff of the University (where teaching shall involve University credit courses) and where the funding source permits payment of such responsibilities.</p> <p>b) “Career Status” means an appointment to a full-time or part-time position without a fixed term, but is subject to layoff in accordance with Article D.8.</p> <p>c) “Rank” means one of:</p> <ol style="list-style-type: none"> Full Lecturer; Associate Lecturer; or Assistant Lecturer. <p>d) “Fixed-Term Status” means an appointment to a position categorized as Term 12 (“T12”), Term Recurring (“TR”) or Term, as those terms are defined herein.</p> <p>e) “Term 12” or “T12” means an appointment to a full-time or part-time position for an appointment period from 12 months to a maximum of 6 years.</p>	

			<p>f) “Term Recurring” or “TR” means an appointment to a full-time position for an appointment period from 24 months to a maximum of 6 years, and where the appointment period consists of recurring active workload sessions of 8, 9, 10 or 11 months in duration within each year of the appointment period and recurring inactive sessions comprising the remainder of the months within each year of the appointment period.</p> <p>g) “Term” means an appointment to a full-time or part-time position, and either within a single teaching term (Fall, Winter, Spring, or Summer), or within 2 or 3 consecutive teaching terms where the total appointment period is less than 12 months.</p>	<p>f) Term Recurring” or “TR” means an appointment to a full-time <i>or part-time</i> position for an appointment period from 24 months to a maximum of 6 years, and where the appointment period consists of recurring active workload sessions of 8, 9, 10 or 11 months in duration within each year of the appointment period and recurring inactive sessions comprising the remainder of the months within each year of the appointment period.</p> <p>g) “Term” means an appointment to a full-time or part-time position, and either within a single teaching term (Fall, Winter, Spring, or Summer), or within 2 or 3 consecutive teaching terms where the total appointment period is less than 12 months.</p>	
D1	after .01(g) NEW .0(h)			<p><i>h) An ATS Member who has been appointed to consecutive Term positions shall be deemed to have had a single Term position spanning the full combined duration.</i></p>	
D1	after .01(h) NEW .01(i)			<p><i>i) An ATS Member who has been appointed to consecutive Term appointments, which are individually less than 12 months, but which total at least 12 months, shall be deemed to have had Term 12 appointment(s) based on the cumulative length of these consecutive Term appointments.</i></p>	

D1	after .01(i) NEW .01(j)			j) <i>An ATS Member who has been appointed to multiple Term appointments whose cumulative appointment term is equivalent to the definition of "Term Recurring" in D1.01(f) shall be deemed to have at least one Term Recurring appointment based on the cumulative length of these Term appointments.</i>	
	.04.1	188	<p>A Dean or the Provost may appoint an ATS Member with special conditions which are at variance with the terms of this Agreement provided:</p> <ul style="list-style-type: none"> 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. 	<p>A Dean or the Provost may appoint an ATS Member with special conditions which are at variance with the terms of this Agreement provided:</p> <ul style="list-style-type: none"> 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 and by after consultation with the President of the Association and prior to the offer being made. 	
D1	.04.2	188	<p>The Provost may approve special conditions which are at variance with the terms of this Agreement and which are agreed to subsequent to the original appointment of an ATS Member provided:</p> <ul style="list-style-type: none"> a) the variations have been recommended by a Dean and are approved in writing by the ATS Member; and b) the Provost has consulted with the President of the Association prior to approval. 	<p>The Provost may approve special conditions which are at variance with the terms of this Agreement and which are agreed to subsequent to the original appointment of an ATS Member provided:</p> <ul style="list-style-type: none"> a) the variations have been recommended by a Dean and are approved in writing by the ATS Member and the President of the Association. ; and b) the Provost has consulted with the President of the Association prior to approval. 	

D1	.07.1	189	<p>Subject to Articles D1.07.2 and D1.07.4, an ATS Member who has been appointed to 3 full-time appointments at the contract status of Term (with an appointment period of at least 8 months for each appointment) will have the contract status of a fourth full-time appointment to Term converted to TR, provided:</p> <ul style="list-style-type: none"> a) the original 3 appointments were within the most recent 3-year period (academic years); and b) all 4 appointments are/were functionally of the same profile and made within the same Department; and c) upon acceptance of the fourth appointment, the Staff Member makes a request for the conversion in writing to the Department Chair, accompanied by appropriate supporting material evidencing eligibility as defined by Articles D1.07.1(a) and (b). 	<p>Subject to Articles D1.07.2 and D1.07.4, an ATS Member who has been appointed to 3 full-time <i>a minimum of two full-time or part-time</i> appointments at the contract status of Term (with an appointment period of at least 8 months for each appointment) will have the contract status of a fourth full-time <i>the next full-time or part-time</i> appointment to of Term converted to TR <i>Term 12</i>, provided:</p> <ul style="list-style-type: none"> a) the original 3 appointments were within the most recent 3-year period (academic years) <i>add up to at least 12 months</i>; and b) all 4 the original <i>the original</i> appointments and the next appointments <i>appointment</i> are/were functionally of the same profile and made within the same Department; and c) upon acceptance of the fourth <i>next</i> appointment, the Staff <i>ATS</i> Member <i>shall have this appointment converted</i> makes a request for the conversion in writing to the Department Chair, accompanied by appropriate <i>by providing the Department Chair</i> supporting material evidencing eligibility as defined by Articles D1.07.1(a) and (b). 	
D1	.07.2	189	<p>The contract duration of a converted fourth appointment in accordance with Article D1.07.1 shall be determined by the Department Chair, subject to Article D1.01(f).</p>	<p>The contract duration of a converted fourth appointment in accordance with Article D1.07.1 shall be determined by the Department Chair, subject to Article D1.01(f) <i>D1.01(e)</i>.</p>	
D1	.07.3	189	<p>Subject to Article D1.07.4, an ATS Member who has been appointed to a</p>	<p>Subject to Article D1.07.4, an ATS Member who has been appointed to a</p>	

			<p>minimum of two consecutive appointments at the contract status of T12 will have the contract status of a third appointment to T12 converted to a Career Status appointment, provided:</p> <ul style="list-style-type: none"> a) the two original appointments cover a continuous appointment period of at least 9 years in the aggregate; and b) all 3 appointments are/were functionally of the same profile and made within the same Department; and c) upon acceptance of the third appointment, the ATS Member makes a request for the conversion in writing to the Department Chair, accompanied by appropriate supporting material evidencing eligibility as defined by Articles D1.07.3(a) and (b). 	<p>minimum of two consecutive appointments at the contract status of T12 will have the contract status of a third appointment to T12 converted to a Career Status appointment, provided:</p> <ul style="list-style-type: none"> a) the two original appointments cover a continuous appointment period of at least 9 6 years in the aggregate; and b) all 3 appointments are/were functionally of the same profile and made within the same Department; and c) upon acceptance of the third appointment, the ATS Member <i>shall have this appointment converted</i> makes a request for the conversion in writing to the Department Chair, accompanied by appropriate <i>by providing the Department Chair</i> supporting material evidencing eligibility as defined by Articles D1.07.3(a) and (b). 	
D1	.07.4	189	Articles D1.07.1 and D1.07.3 shall be effective July 1, 2019, and shall not apply to affect the contract status of any appointment entered into prior to July 1, 2019.	Articles D1.07.1 and D1.07.3 shall be effective July 1, 2019, and shall not apply to affect the contract status of any appointment entered into prior to July 1, 2019.	
D2	.05		If there is a dispute with respect to an ATS Member's responsibilities to the University, the ATS Member shall have recourse to the Department Chair, the Dean and the Provost, in that order. The decision of the Provost shall be final and binding.	If there is a dispute with respect to an ATS Member's responsibilities to the University, the ATS Member shall have recourse to the Department Chair, the Dean and the Provost, in that order. The decision of the Provost shall be final and binding. <i>Should the Provost not remedy</i>	

				<i>the issue, the Association may advance the issue to grievance.</i>	
D5	.01.3	193	An ATS Member who previously did not serve a probationary period and who is appointed into Career Status appointment or T12 appointment (and where the position profiles are similar) shall have the previous appointment count towards the probationary period requirement for the new appointment.	An ATS Member who previously did not serve a probationary period and who is appointed into Career Status appointment or T12 appointment (and where the position profiles are similar) shall have the <i>all</i> previous appointments count towards the probationary period requirement for the new appointment.	
D5	NEW.04.6	194		<i>An ATS member whose appointment is terminated under D5.04.1 shall be entitled to a severance salary equal to one month's salary for each year of service as a Staff Member.</i>	
D5	NEW.05.6	194		<i>An ATS member whose appointment is terminated under D5.05.4 shall be entitled to a severance salary equal to one month's salary for each year of service as a Staff Member.</i>	
D6	NEW.02.3	195		<i>The ATSEC shall ensure that standards of evaluation are transparent and consistently applied, and with due regard to the principles of equity, diversity and inclusion.</i>	
D6	.05.1	196	Each Faculty's ATSEC shall be authorized to prepare for discussion at Faculty Council and for approval by ATS Members in the Faculty and by the Provost, the following evaluation policies and procedures: a) position profiles, including academic and/or professional qualifications, skills, competencies, definitions of	Each Faculty's ATSEC shall be authorized to prepare for discussion at Faculty Council and for approval by ATS Members in the Faculty and by the Provost, the following evaluation policies and procedures: a) position profiles, including academic and/or professional qualifications, skills, competencies, definitions of	

			<p>standard teaching workloads and any research and service responsibilities;</p> <p>b) position expectations and standards of performance for each Rank as defined in Article D1.01(c) and for all responsibilities identified within the position profiles, including for those in probationary periods;</p> <p>i) specifically for teaching and/or teaching-related responsibilities, the position expectations and standards of performance shall be broadly based, including course content, course design and performance in the classroom;</p> <p>ii) such teaching and/or teaching-related responsibilities evaluation may take into account information such as statistical summaries of responses to student questionnaires, comprehensive reviews of student commentary; reviews by peers, reviews by administrative officials and reviews of teaching dossiers and other materials provided by the ATS Member.</p> <p>c) the format of the annual report;</p> <p>d) procedures governing applications for promotion to Associate Lecturer and Full Lecturer;</p> <p>e) criteria for recommendations regarding probationary periods; and</p> <p>f) criteria for annual Increment recommendations.</p>	<p>standard teaching workloads and any research and service responsibilities;</p> <p>b) position expectations and standards of performance for each Rank as defined in Article D1.01(c) and for all responsibilities identified within the position profiles, including for those in probationary periods;</p> <p>i) specifically for teaching and/or teaching-related responsibilities, the position expectations and standards of performance shall be broadly based, including course content, course design and performance in the classroom;</p> <p>ii) such teaching and/or teaching-related responsibilities evaluation may take into account information such as statistical summaries of responses to student questionnaires, comprehensive reviews of student commentary, reviews by peers, reviews by administrative officials and reviews of teaching dossiers and other materials provided by the ATS Member. <i>Evaluation of teaching shall be multi-faceted and, in particular, shall not be based primarily on any one method of evaluation.</i></p> <p>c) the format of the annual report;</p> <p>d) procedures governing applications for promotion to Associate Lecturer and Full Lecturer;</p> <p>e) criteria for recommendations regarding probationary periods; and</p>	
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				f) criteria for annual Increment recommendations.	
D6	.06.2 NEW.06.2(d)	196	<p>Position expectations and standards of performance shall be prepared by ATSEC on the basis that an ATS Member is expected to demonstrate competence in responsibilities assigned in accordance with Article D6.06.1. Position expectations and standards of performance:</p> <ul style="list-style-type: none"> a) shall enable evaluation of academic performance across its full range; b) shall be based on merit and not on length of service; and c) may vary from Faculty to Faculty. 	<p>Position expectations and standards of performance shall be prepared by ATSEC on the basis that an ATS Member is expected to demonstrate competence in responsibilities assigned in accordance with Article D6.06.1. Position expectations and standards of performance:</p> <ul style="list-style-type: none"> a) shall enable evaluation of academic performance across its full range; b) shall be based on merit and not on length of service; and c) may vary from Faculty to Faculty; d) <i>Evaluations must also take into account the effects that unforeseen circumstances including pandemics, may have on the ability of ATS Members to fulfill their responsibilities. These include providing care for dependent children or adults, home schooling and other logistical considerations, and the ability of ATS Members to fulfil their responsibilities in response to other demands imposed by the government or the University.</i> 	
D6	.11 NEW .11.1 (add heading)	198	<p>ATSEC will fully distribute the maximum number of Increments available for distribution each year, plus or minus the greater of: i) 2% of the number of Increments available for distribution, and ii.) 1.0 Increment. In special circumstances, the Provost, following consultation with AASUA, may permit an ATSEC to distribute Increments in an</p>	<p><i>Distribution of Merit Increments</i></p> <p><i>D6.11.1</i> ATSEC will fully distribute the maximum number of Increments available for distribution each year, plus or minus the greater of: i) 2% of the number of Increments available for distribution, and ii.) 1.0 Increment. In special circumstances, the Provost, following consultation with AASUA, may permit an</p>	

			amount that is greater or less than that number.	ATSEC to distribute Increments in an amount that is greater or less than that number.	
D7	.03.3	199	An ATS Member who is provided with the opportunity to present their case in person to ATSEC shall be advised that they may consult with the Association. The ATS Member shall have the right to be accompanied by an advisor, but not legal counsel.	An ATS Member who is provided with the opportunity to present their case in person to ATSEC shall be advised that they may consult with the Association. The ATS Member shall have the right to be accompanied by an advisor, but not legal counsel <i>nor the Association</i> .	
D9	.02.2	201	All other ATS Members not referenced in Article D9.02.1 shall receive pay in lieu of benefits programs equal to 3% of salary payable.	All other ATS Members not referenced in Article D9.02.1 shall receive pay in lieu of benefits programs equal to 3% 10% of salary payable.	

TRUST/RESEARCH ACADEMIC STAFF					
E1	.02.1		<p>Advertising</p> <p>E1.02.1 A Trustholder will normally post prospective opportunities for Trust/Research Academic appointments. These opportunities will be posted on the departmental bulletin board or by the standard means of communication of the Department and also on the University's "Careers" website.</p> <p>E1.02.2 Notwithstanding the above, Trustholders must consult with Human Resource Services before beginning the recruitment process if foreign nationals are to be considered within the competition. The hiring unit shall advertise for a minimum of 30 days in CAUT and University Affairs. Advertisements may appear simultaneously in domestic and international media.</p>	<p>Advertising and First Consideration for Staffing of New and Vacant Positions</p> <p><i>E1.02.1 Prior to advertising for external candidates for available positions, the employer shall:</i></p> <ul style="list-style-type: none"> a) <i>provide current TRAS Members with the opportunity to indicate their interest in those positions available; and</i> b) <i>shall first consider and appoint current TRAS Members to the positions available in accordance with the following factors:</i> <ul style="list-style-type: none"> i) <i>qualifications in accordance with the position profile;</i> ii) <i>qualifications to perform the required duties; and</i> iii) <i>quality and effectiveness of previous service as determined by annual evaluation.</i> <p>E1.02.42 A Trustholder will normally post prospective opportunities for Trust/Research Academic appointments. These opportunities will be posted on the departmental bulletin board or by the standard means of communication of the Department and also on the University's "Careers" website.</p> <p>E1.02.23 Notwithstanding the above, Trustholders must consult with Human Resource Services before beginning the recruitment process if foreign</p>	

				<p>nationals are to be considered within the competition. The hiring unit shall advertise for a minimum of 30 days in CAUT and University Affairs. Advertisements may appear simultaneously in domestic and international media.</p>	
E1	.04	221	<p>A TRAS Member may be appointed with special conditions which are at variance with the terms of this Agreement provided:</p> <ul style="list-style-type: none"> a) Special conditions do not result in a lowering of total earnings or benefits as set out in this Agreement; b) The variations are in writing and are included in or appended to the Letter of Appointment; and c) The variations have been approved in writing by the Provost after consultation with the President of the Association and prior to the offer being made. 	<p>A TRAS Member may be appointed with special conditions which are at variance with the terms of this Agreement provided:</p> <ul style="list-style-type: none"> a) Special conditions do not result in a lowering of total earnings or benefits as set out in this Agreement; b) The variations are in writing and are included in or appended to the Letter of Appointment; and c) The variations have been approved in writing by the Provost <i>and by</i> after consultation with the President of the Association and prior to the offer being made. 	
E1	NEW.06.1	221		<p>Conversion</p> <p><i>A TRAS Member who has been appointed to a minimum of six consecutive years shall have the contract status of their appointment converted to a Career Status appointment by providing the Department Chair supporting material evidencing eligibility.</i></p>	
E2	.01.5	222	<p>The Trustholder can make changes to Position Descriptions that are not considered to be a position modification</p>	<p>The Trustholder can make changes to Position Descriptions that are not considered to be a position modification</p>	

			under Article E2.02.1. If the Trustholder contemplates changes to the position description, they shall consult with the TRAS Member and the changes shall be documented through the rewriting of the Position Description under Article E1.	under Article E2.02.1. If the Trustholder contemplates changes to the position description, they shall consult with the TRAS Member and the changes shall be documented through the rewriting of the Position Description under Article E1.	
E5	.01.2	223	The inclusion of a probationary period in the Letter of Appointment indicates an obligation on the part of the Trustholder to properly manage the TRAS Member's progress during a probationary period. In this regard, the Trustholder and the TRAS Member shall ensure they each have a clear understanding of the position expectations and standards of performance, in accordance with the Position Description.	The inclusion of a probationary period in the Letter of Appointment indicates an obligation on the part of the Trustholder to properly manage the TRAS Member's progress during a probationary period. In this regard, the Trustholder and the TRAS Member shall ensure they each have a clear understanding of the position expectations and standards of performance, in accordance with the Position Description. <i>The Position Description shall not be changed during the probationary period.</i>	
E5	.01.3	223	During the probationary period the Trustholder will provide the TRAS Member with periodic assessments of the TRAS Member's performance. If termination during the probationary period is contemplated, the Trustholder will provide written documentation regarding the assessment provided.	During the probationary period the Trustholder will provide the TRAS Member with periodic 3-month assessments of the TRAS Member's performance. If termination during the probationary period is contemplated, the Trustholder will provide written documentation regarding the assessment provided.	
E6	.01.5 NEW	224	The performance review shall be based on the performance of the position responsibilities as stated in the written Position Description.	The performance review shall be based on the performance of the position responsibilities as stated in the written Position Description. <i>Evaluations must also take into account the effects that unforeseen circumstances including pandemics, may have on the ability of TRAS Members to fulfill their responsibilities. These include providing</i>	

				<i>care for dependent children or adults, home schooling and other logistical considerations, and the ability of TRAS Members to fulfil their responsibilities in response to other demands imposed by the government or the University.</i>	
E6	after .01.5 NEW.01.6	224		<i>When a TRAS Member has reached the maximum salary range pursuant to Appendix E.5, the TRAS Member may opt out of the annual evaluation by submitting a one page Report (in accordance with Appendix E.6) of their performance of University responsibilities for the preceeding year to their Trustholder. Each review shall include a meeting between the TRAS Member and the Trustholder and such other consultation as the Trustholder deems necessary, provided that a meeting between the TRAS Member and the Trustholder shall not be required if the TRAS Member chooses not to meet.</i>	
E6	.03	225	<p>If a Trustholder recommends that no Increment be awarded to a TRAS Member, the recommendation shall be cited as one of the following:</p> <ul style="list-style-type: none"> a) that maximum for category has been reached but performance is acceptable notwithstanding; b) that performance requirements for an Increment have not been met but performance is acceptable notwithstanding; c) that performance while on authorized leave could not be properly evaluated; or d) that performance is unsatisfactory and unacceptable. 	<p>If a Trustholder recommends that no Increment be awarded to a TRAS Member, the recommendation shall be cited as one of the following:</p> <ul style="list-style-type: none"> a) that maximum for category has been reached but performance is acceptable notwithstanding; a) that performance requirements for an increment have been met but the maximum for rank has been reached. b) that performance requirements for an Increment have not been met but performance is acceptable notwithstanding; 	

				<p>c) that performance while on authorized leave could not be properly evaluated; <i>or</i></p> <p>d) that performance is unsatisfactory and unacceptable.</p>	
E6	.04.1 .04.2	225	<p>Pro-rated Increment</p> <p>E6.04.1 A TRAS Member whose appointment takes effect in the period July 1 to October 1, inclusive, is eligible to receive a full Increment at one of the values referred to in Article E6.02 on the next following July 1.</p> <p>E6.04.2 A TRAS Member whose appointment takes effect in the period October 2 to June 1, inclusive, is eligible to receive a pro-rated Increment on the next following July 1, the proportion of a full Increment depending on the number of months they will have served by July 1. A TRAS member whose appointment takes effect in the period June 2 to June 30, inclusive, will not be eligible to receive an Increment on the next following July 1.</p>	<p>Pro-rated Increment</p> <p>E6.04.1 A TRAS Member whose appointment takes effect in the period July 1 to October 1, inclusive, is eligible to receive a full <i>single</i> Increment at one of the values referred to in Article E6.02 on the next following July 1.</p> <p>Pro-rated Increment</p> <p>E6.04.2 A TRAS Member whose appointment takes effect in the period October 2 to June 1, inclusive, is eligible to receive a pro-rated Increment on the next following July 1, the proportion of a full <i>single</i> Increment depending on the number of months they will have served by July 1. A TRAS member whose appointment takes effect in the period June 2 to June 30, inclusive, will not be eligible to receive an Increment on the next following July 1.</p>	
E8	.03.1	227	<p>A Staff Member may appeal the following matters in accordance with the provisions of this Article E8:</p> <ul style="list-style-type: none"> a) A dispute with regard to reappointment (Article E1); b) A dispute with regard to position responsibilities (Article E2); c) The failure of a Staff Member to be offered an appointment upon the 	<p>A Staff Member may appeal the following matters in accordance with the provisions of this Article E8:</p> <ul style="list-style-type: none"> a) A dispute with regard to reappointment (Article E1); b) A dispute with regard to position responsibilities (Article E2); c) The failure of a Staff Member to be offered an appointment upon the 	

			<p>expiry of the probationary appointment (Article E5.02.1);</p> <p>d) The termination of a Staff Member's appointment during the probationary period (Article E5.03.1); and</p> <p>e) The awarding of less than a single Increment (Article E6 excluding situations described under Article E6.02 (d)).</p>	<p>expiry of the probationary appointment (Article E5.02.1);</p> <p>d) The termination of a Staff Member's appointment during the probationary period (Article E5.03.1); and</p> <p>e) The awarding of less than a single Increment (Article E6 excluding situations described under Article E6.02 (d)); and</p> <p>f) <i>The contents of the performance review (Article E6.01.3).</i></p>	
E8	.07.3	229	<p>Where ATAC allows the appeal, it may:</p> <p>a) Award a reappointment;</p> <p>b) Confirm position responsibilities;</p> <p>c) Award an appointment upon expiry of the probationary appointment;</p> <p>d) Allow completion of the probationary period; or</p> <p>e) Award an Increment which is greater; this shall be one of a half Increment, a partial Increment or a single Increment.</p>	<p>Where ATAC allows the appeal, it may:</p> <p>a) Award a reappointment;</p> <p>b) Confirm position responsibilities;</p> <p>c) Award an appointment upon expiry of the probationary appointment;</p> <p>d) Allow completion of the probationary period; or</p> <p>e) Award an Increment which is greater; this shall be one of a half Increment, a partial Increment or a single Increment; and</p> <p>f) <i>Confirm or amend the contents of the performance review.</i></p>	
E9	.02.6	229	Notwithstanding Article E9.02.2, in lieu of participation in the benefit programs, the Board shall pay to a TRAS Member an amount equal to 3% of salary.	Notwithstanding Article E9.02.2, in lieu of participation in the benefit programs, the Board shall pay to a TRAS Member an amount equal to 3% 10% of salary.	
E10	.03.1	231	A full-time TRAS Member with a Fixed-Term Appointment laid-off during the term of their Appointment (i.e.: not at the normal end date) will receive at least one month's formal notice of layoff and will be entitled to pay-in-lieu of notice in the amount of two months' salary.	A full-time TRAS Member with a Fixed-Term Appointment laid-off during the term of their Appointment (i.e.: not at the normal end date) will receive at least one month's formal notice of layoff and will be entitled to pay-in-lieu of notice in the amount of two months' salary. <i>Severance</i>	

				<i>shall be pro-rated for partial years of service.</i>	
E10	.03.2	231	A full-time TRAS Member with a Renewable Term Appointment who will be laid-off will receive 3 months' notice of layoff and will receive an additional one month's pay-in-lieu of notice for each year of employment at the University of Alberta, to a maximum payment of 9 months' salary.	A full-time TRAS Member with a Renewable Term Appointment who will be laid-off will receive 3 months' notice of layoff and will receive an additional one month's pay-in-lieu of notice for each year of employment at the University of Alberta, to a maximum payment of 9 months' salary. <i>Severance shall be pro-rated for partial years of service.</i>	
E10	.03.3	231	A full-time TRAS Member with multiple Fixed-Term Appointments which cumulatively exceed 6 continuous years with no breaks in service and who will be laid-off during the term of their Appointment (i.e. not at the normal end date) will receive 3 months' notice of layoff and will receive an additional one month's pay-in-lieu of notice for each year of employment at the University of Alberta, to a maximum payment of 9 months' salary.	A full-time TRAS Member with multiple Fixed-Term Appointments which cumulatively exceed 6 continuous years with no breaks in service and who will be laid-off during the term of their Appointment (i.e. not at the normal end date) will receive 3 months' notice of layoff and will receive an additional one month's pay-in-lieu of notice for each year of employment at the University of Alberta, to a maximum payment of 9 months' salary. <i>Severance shall be pro-rated for partial years of service.</i>	
E10	.03.4	231	A TRAS Member with a Career Appointment is subject to termination, with one year's notice. If the funding source allows it, instead of the one year's notice, the TRAS Member and the Trustholder may mutually agree that the TRAS Member who will be laid off will receive 3 months' notice of layoff and will receive an additional one month's pay-in-lieu of notice for each year of employment at the University of Alberta, to a maximum payment of 9 months' salary.	A TRAS Member with a Career Appointment is subject to termination, with one year's notice. If the funding source allows it, instead of the one year's notice, the TRAS Member and the Trustholder may mutually agree that the TRAS Member who will be laid off will receive 3 months' notice of layoff and will receive an additional one month's pay-in-lieu of notice for each year of employment at the University of Alberta, to a maximum payment of 9 months' salary. <i>Severance</i>	

				<i>shall be pro-rated for partial years of service.</i>	
E10	.03.5	231	Part-time TRAS Members who are laid-off will be dealt with fairly on a case by case basis.	Part-time TRAS Members who are laid-off will be dealt with fairly on a case by case basis.	
E10	.03.9	231	The University shall provide employment counselling services to laid-off TRAS Member through the University's Employee and Family Assistance program during the notice period.	The University shall provide employment counselling services to laid-off TRAS Member through the University's Employee and Family Assistance program during the notice period.	
Appendix E.6	after Appendix E.5 NEW E.6			Evaluation Report [Note: See below]	

ADMINISTRATIVE AND PROFESSIONAL OFFICER					
F1	.02.1	242	<p>The Provost may appoint an APO Member with special conditions which are at variance with the terms of this Agreement provided:</p> <ul style="list-style-type: none"> 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. 	<p>The Provost may appoint an APO Member with special conditions which are at variance with the terms of this Agreement provided:</p> <ul style="list-style-type: none"> 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 and by after consultation with the President of the Association and prior to the offer being made. 	
F1	.02.2	242	<p>The Provost may approve special conditions which are at variance with the terms of this Agreement and which are agreed to subsequent to the original appointment of an APO Member provided:</p> <ul style="list-style-type: none"> a) the variations have been recommended by a Supervisor and are approved in writing by the APO Member; and b) the Provost has consulted with the President of the Association prior to approval. 	<p>The Provost may approve special conditions which are at variance with the terms of this Agreement and which are agreed to subsequent to the original appointment of an APO Member provided:</p> <ul style="list-style-type: none"> a) the variations have been recommended by a Supervisor and are approved in writing by the APO Member and the President of the Association. ; and b) the Provost has consulted with the President of the Association prior to approval. 	
F	after F1 NEWF2	242		<p><i>First Consideration for Staffing of New and Vacant Positions</i></p> <p><i>Prior to advertising for external candidates for available positions, the employer shall:</i></p> <ul style="list-style-type: none"> a) <i>provide current APO Members with the opportunity to indicate their</i> 	

				<p><i>interest in those positions available; and</i></p> <p><i>b) shall first consider and appoint current APO Members to the positions available in accordance with the following factors:</i></p> <p><i>i) qualifications in accordance with the position profile;</i></p> <p><i>ii) qualifications to perform the required duties; and</i></p> <p><i>iii) quality and effectiveness of previous service as determined by annual evaluation.</i></p>	
F3	.01.4	246	In the event of a dispute with respect to responsibilities, an APO Member shall have final recourse to the Vice-President.	In the event of a dispute with respect to responsibilities, an APO Member shall have final recourse to the Vice-President. <i>Should the Vice-President not remedy the issue, the Association may advance the issue to grievance.</i>	
F4	.01.1	247	An APO Member may be granted a Professional/Educational Leave in accordance with the procedures described in this Article F4. Such leave is considered to be a privilege and is expected to be of benefit to both the APO Member and the University.	An APO Member may be granted a Professional/Educational Leave in accordance with the procedures described in this Article F4. Such leave is considered to be a privilege and is expected to be of benefit to both the APO Member and the University.	
F4	.03.1	247	<p>If an application for Professional/Educational Leave has been approved, an APO Member shall:</p> <p>a) receive a salary of 80% of the APO Member's basic University salary;</p> <p>b) be eligible to participate, in full, in the benefit programs as set out in Article 20, with the Board continuing to pay the regular employer costs.</p>	<p>If an application for Professional/Educational Leave has been approved, an APO Member shall:</p> <p>a) receive a salary of 80% 100% of the APO Member's base University salary;</p> <p>b) be eligible to participate, in full, in the benefit programs as set out in Article 20, with the Board</p>	

				continuing to pay the regular employer costs.	
F5	.01.4	248	The probationary appointment for an APO Member who is appointed for the first time under this Agreement shall normally be for a period of two years. An APO Member shall be appointed to a two-year probationary period only once during their continuous employment under this Agreement.	The probationary appointment for an APO Member who is appointed for the first time under this Agreement shall normally be for a period of <i>up to</i> two years. An APO Member shall be appointed to <i>their</i> a two-year probationary period only once during their continuous employment under this Agreement.	
F5	.01.5	248	An APO Member with a Continuing Appointment who is appointed to another position under this Agreement shall serve a reduced probationary period, as follows: a) Up to and including 7 years of service under this Agreement, a probationary period of up to 12 continuous months; b) Longer than 7 years of service under this Agreement, a probationary period of up to 6 continuous months.	An APO Member with a Continuing Appointment who is appointed to another position under this Agreement shall serve a reduced probationary period, as follows: a) Up to and including 7 years of service under this Agreement, a probationary period of up to 12 continuous months; b) Longer than 7 years of service under this Agreement, a probationary period of up to 6 continuous months.	
F5 clerical error	.01.7	248	The Supervisor shall keep the APO Member apprised of progress during the probationary period, and shall meet with the APO Member at least every 6 months to discuss that progress.	The Supervisor shall keep the APO Member apprised of progress during the probationary period, and shall meet with the APO Member at least every 6 3 months to discuss that progress.	
F6	.01.1	249	The Dean or Vice-President shall promote consistency in the application of standards in the review of all APO Members in their area.	The <i>Supervisor</i> , Dean or and Vice-President shall promote consistency in the application of standards in the review of all APO Members. in their area.	
F6	after .01.1 NEW.01.2	249		<i>Evaluations must also take into account the effects that unforeseen circumstances including pandemics, may have on the ability of APO Members to fulfill their</i>	

				<i>responsibilities. These include providing care for dependent children or adults, home schooling and other logistical considerations, and the ability of APO Members to fulfil their responsibilities in response to other demands imposed by the government or the University.</i>	
F6	.01.5	250	The Supervisor shall provide a copy of the final performance review to the APO Member, together with any materials relied upon in making the recommendation, including a summary of any confidential information. This information will be summarized with sufficient detail that the APO Member can identify and respond to the issues raised.	The Supervisor shall provide a copy of the final performance review to the APO Member, together with any materials relied upon in making the recommendation, including a summary of any confidential information. This information will be summarized with sufficient detail that the APO Member can identify and respond to the issues raised. <i>The contents of the final performance review shall be subject to appeal under Article F8.</i>	
F6	.03.1	250	If the Supervisor, or the Dean or Vice-President, recommends that no Increment be awarded to an APO member, or if the Provost decides that no Increment be awarded to an APO Member, in any case, the decision shall be cited as one of the following: <ul style="list-style-type: none"> a) that maximum salary for the position has been reached but performance is marginal or above; b) [vacant] c) that performance while on authorized leave could not be properly evaluated; or d) that performance is unsatisfactory. 	If the Supervisor, or the Dean or Vice-President, recommends that no Increment be awarded to an APO member, or if the Provost decides that no Increment be awarded to an APO Member, in any case, the decision shall be cited as one of the following: <ul style="list-style-type: none"> a) that maximum salary for the position has been reached but performance is marginal or above; a) <i>performance is at minimum satisfactory but the maximum salary for the position has been reached;</i> b) [vacant] c) that performance while on authorized leave could not be properly evaluated; or d) that performance is unsatisfactory. 	

F6	.04.1 .04.2	251	<p>Pro-rated Increment</p> <p>An APO member whose appointment takes effect in the period April 1 to July 1, inclusive, is eligible to receive a full Increment at one of the values referred to in Article F6.02.1 on the next following July 1.</p> <p>An APO member whose appointment takes effect in the period July 2 to December 31, inclusive, is eligible to receive a pro-rated Increment on the next following July 1, the proportion of a full Increment depending on the number of months they will have served by March 31. An APO Member whose appointment takes effect in the period January 1 to March 31, inclusive, will not be eligible to receive an Increment on the next following July 1.</p>	<p>Pro-rated Increment</p> <p>An APO member whose appointment takes effect in the period April 1 to July 1, inclusive, is eligible to receive a full <i>single</i> Increment at one of the values referred to in Article F6.02.1 on the next following July 1.</p> <p>Pro-rated Increment</p> <p>An APO member whose appointment takes effect in the period July 2 to December 31, inclusive, is eligible to receive a pro-rated Increment on the next following July 1, the proportion of a full <i>single</i> Increment depending on the number of months they will have served by March 31. An APO Member whose appointment takes effect in the period January 1 to March 31, inclusive, will not be eligible to receive an Increment on the next following July 1.</p>	
F8	.02.2	252	<p>An APO Member may appeal the following decisions in accordance with the provisions of this Article:</p> <ul style="list-style-type: none"> a) that an APO Member probationary appointment be terminated under Article F5.03.1; b) that an APO Member not be offered a Continuing Appointment upon the expiry of the probationary appointment (Article F5.02.1); c) that an APO Member has received less than a single Increment when his/her present salary is at least one Increment less than the maximum (Article F6.02.1). 	<p>An APO Member may appeal the following decisions in accordance with the provisions of this Article:</p> <ul style="list-style-type: none"> a) that an APO Member probationary appointment be terminated under Article F5.03.1; b) that an APO Member not be offered a Continuing Appointment upon the expiry of the probationary appointment (Article F5.02.1); c) that an APO Member has received less than a single Increment when his/her present salary is at least one Increment less than the maximum (Article F6.02.1); <i>and</i> 	

				<i>d) that an APO member disagrees with the contents of the final performance review (Article F6.01.5).</i>	
F8	.05.3	254	<p>Where APO AC allows the appeal, it has the power to:</p> <ul style="list-style-type: none"> a) continue the probationary appointment (in the case of an appeal of a decision to terminate a probationary appointment under Article F5.03.1); b) award such an appointment or to extend the probationary period by an appropriate period of time to a maximum of one year (in the case of an appeal of a decision not to offer a Continuing Appointment upon the termination of a probationary period); c) award an Increment which is greater than that awarded (in the case of an appeal of a decision to award less than a single Increment. 	<p>Where APO AC allows the appeal, it has the power to:</p> <ul style="list-style-type: none"> a) continue the probationary appointment (in the case of an appeal of a decision to terminate a probationary appointment under Article F5.03.1); b) award such an appointment or to extend the probationary period by an appropriate period of time to a maximum of one year (in the case of an appeal of a decision not to offer a Continuing Appointment upon the termination of a probationary period); c) award an Increment which is greater than that awarded (in the case of an appeal of a decision to award less than a single Increment- ; and d) <i>confirm or amend the contents of the final performance review.</i> 	
Appendix F.5		271	<p>Appendix F.5: Guidelines for Transfer, Placement & Job Transition Assistance <i>F10.02.3</i> The Vice-President shall meet with the APO Member and explore with the APO Member the options of:</p> <ul style="list-style-type: none"> a) <i>reassignment or retraining and reassignment in accordance with the</i> 	<p>Appendix F.5: Guidelines for Transfer, Placement & Job Transition Assistance <i>F10.02.3</i> The Vice-President shall meet with the APO Member and explore with the APO Member the options of:</p> <ul style="list-style-type: none"> a) <i>reassignment or retraining and reassignment in accordance with the</i> 	

			<p><i>procedures of Appendix F.5, or</i></p> <p><i>b) lay-off of the APO Member.</i></p> <p><i>Both the APO Member and the Vice-President may be accompanied by an advisor.</i></p> <p><i>F10.04.5 The University shall provide placement and job transition assistance to a laid-off APO Member, at University expense, subject to certain maxima and time limits Guidelines are in Appendix F.5.</i></p> <p>The following guidelines are an attempt to interpret and apply the provisions of Articles F10.02.3 and F10.04.5. As they are "guidelines" (and not part of the basic Agreement) none of these are appealable/grievable under Articles 14 and 15 of the Agreement. The Vice-Provost and Associate Vice-President (Human Resources) shall be the contact for questions about the application of these guidelines.</p> <p>A. <u>Transfer</u></p> <p>...[Note: remaining language of Appendix]</p>	<p><i>procedures of Appendix F.5, or</i></p> <p><i>b) lay-off of the APO Member.</i></p> <p><i>Both the APO Member and the Vice-President may be accompanied by an advisor.</i></p> <p><i>F10.04.5 The University shall provide placement and job transition assistance to a laid-off APO Member, at University expense, subject to certain maxima and time limits Guidelines are in Appendix F.5.</i></p> <p>The following guidelines are an attempt to interpret and apply the provisions of Articles F10.02.3 and F10.04.5. As they are "guidelines" (and not part of the basic Agreement) none of these are appealable/grievable under Articles 14 and 15 of the Agreement. The Vice-Provost and Associate Vice-President (Human Resources) shall be the contact for questions about the application of these guidelines.</p> <p>A. <u>Transfer</u></p> <p>...[Note: remaining language of Appendix]</p>	
Appendix F.9		280		<p>Annual Report: Performance Review, Evaluation and Professional Development (PREPD) [Note: see proposed language below]</p>	

TEMPORARY LIBRARIAN, ADMINISTRATIVE AND PROFESSIONAL OFFICER					
1	.27 (g)	5	Temporary Librarian, Administrative, and Professional Staff (or "TLAPS Member"), in accordance with Schedule G, including persons appointed under the predecessor Temporary Administrative and Professional Staff agreement.	Temporary Librarian, Administrative, and Professional Staff Officer (or " TLAPS TLAPO Member"), in accordance with Schedule G, including persons appointed under the predecessor Temporary Administrative and Professional Staff Officer agreement.	
G1	.02.1	288	<p>A Dean or Vice-President may appoint a TLAPS Member with special conditions which are at variance with the terms of this Agreement provided:</p> <ul style="list-style-type: none"> a) the variations are in writing and are included in or appended to the letter of appointment; and, b) the variations have been approved in writing by the Vice-President after consultation with the President of the Association and prior to the offer being made. 	<p>A Dean or Vice-President may appoint a TLAPS TLAPO Member with special conditions which are at variance with the terms of this Agreement provided:</p> <ul style="list-style-type: none"> a) the variations are in writing and are included in or appended to the letter of appointment; and, b) the variations have been approved in writing by the Vice-President after consultation with and by the President of the Association and prior to the offer being made. 	
G1	.02.2	288	<p>The Vice-President may approve special conditions which are at variance with the terms of this Agreement and which are agreed to subsequent to the original appointment of a TLAPS Member provided:</p> <ul style="list-style-type: none"> a) the variations have been recommended by a Dean and are approved in writing by the TLAPS Member; and, b) the Vice-President has consulted with the President of the Association 	<p>The Vice-President may approve special conditions which are at variance with the terms of this Agreement and which are agreed to subsequent to the original appointment of a TLAPS TLAPO Member provided:</p> <ul style="list-style-type: none"> a) the variations have been recommended by a Dean and are approved in writing by the TLAPS TLAPO Member and the President of the Association.; and, b) the Vice-President has consulted with the President of the 	

			prior to approval.	Association prior to approval.	
G2	.03.1	289	A TLAPS Member who has served 6 continuous years of full-time employment whether in a rolling term or in successive term appointments shall be considered by their Supervisor for conversion of their current appointment to a (continuing) APO appointment, performing the same duties. A decision of the Supervisor may be appealed to the appropriate Vice President whose decision shall be final and binding.	A TLAPS TLAPO Member who has served 6 continuous years of full-time employment whether in a rolling term or in successive term appointments shall <i>have their current appointment converted</i> be considered by their Supervisor for conversion of their current appointment to a (continuing) APO appointment, performing the same duties. A decision of the Supervisor may be appealed to the appropriate Vice President whose decision shall be final and binding.	
G2	.03.2	289	The application of Article G2.03.1 shall not require the TLAPS Member to serve any probationary period if their TLAPS Member appointment is converted to a continuing APO appointment.	The application of Article G2.03.1 shall not require the TLAPS TLAPO Member to serve any probationary period if <i>when</i> their TLAPS TLAPO Member appointment is converted to a continuing APO appointment.	
G3	.03	290	If there is a dispute with respect to a TLAPS Member's responsibilities, the TLAPS Member shall have recourse to the Supervisor, the officer to whom the Supervisor reports, and to the appropriate Vice-President. The decision of the Vice-President shall be final and binding.	If there is a dispute with respect to a TLAPS TLAPO Member's responsibilities, the TLAPS TLAPO Member shall have recourse to the Supervisor, the officer to whom the Supervisor reports, and to the appropriate Vice-President. The decision of the Vice-President shall be final and binding. <i>Should the Vice-President not remedy the issue, the Association may advance the issue to grievance.</i>	
G6	after .01.1 NEW.01.2	291		<i>Evaluations must also take into account the effects that unforeseen circumstances including pandemics, may have on the ability of TLAPO Members to fulfill their responsibilities. These include providing care for dependent children or adults, home schooling and other logistical</i>	

				<i>considerations, and the ability of TLAPO Members to fulfil their responsibilities in response to other demands imposed by the government or the University.</i>	
G6	after .01.3 NEW.01.4	291		<i>When a TLAPO Member has reached the maximum salary range pursuant to Appendix G.6, the TLAPO Member may opt out of the annual evaluation by submitting a one page Report (in accordance with Appendix G.9) of their performance of University responsibilities for the preceeding year to their Supervisor. Each review shall include a meeting between the TLAPO Member and the Supervisor and such other consultation as the Supervisor deems necessary, provided that a meeting between the TLAPO Member and the Supervisor shall not be required if the TLAPO Member chooses not to meet.</i>	
G	after G6 NEWG7	292		<p>Appeals</p> <p>a) "Advisor" means the person who will assist the Appellant or the Respondent at the hearing of the appeal. The Appellant or Respondent shall not have their own legal counsel at the hearing;</p> <p>b) "Appellant" means the TLAPO Member who has appealed;</p> <p>c) "Chair" means the Chair of the TLAPO Appeal Committee; and</p> <p>d) "Respondent" means the Supervisor whose decision is being appealed.</p> <p>TLAPO Appeal Committee Membership</p>	

				<p><i>Appeals under this Article shall be heard by a committee to be known as the TLAPO Appeal Committee (TAC), the membership of which shall be:</i></p> <ul style="list-style-type: none"> <i>a) One person named by the Supervisor;</i> <i>b) One person named by the TLAPO Member; and</i> <i>c) One person, who shall chair TAC, named by the Provost and the President of the Association.</i> <p>Right to Appeal</p> <p><i>A TLAPO Member may appeal the decision to terminate their rolling-term appointment due to an assessment of unsatisfactory performance.</i></p> <p><i>The TLAPO Member may request a review of the decision:</i></p> <ul style="list-style-type: none"> <i>a) The TLAPO Member shall notify the Association that they wish to review the decision within 10 days of receipt of the written decision from the Supervisor.</i> <i>b) The Association shall notify Human Resource Services and the Supervisor.</i> <i>c) The Association and Human Resource Services shall convene a meeting of the Supervisor, the TLAPO Member, a representative from the Association and a representative of Human Resource Services to review the decision. This meeting will be convened within 10 days of notification being</i> 	
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				<p>given to Human Resource Services.</p> <p>d) Following the meeting, the Supervisor may confirm the previous decision or alter the decision. The decision of the Supervisor will be provided in writing to all parties (the TLAPO Member, the Association, Human Resource Services) within 10 days of the meeting.</p> <p>Pre-hearing procedures</p> <p>Within 20 days of the date the decision under which is being appealed is received by the Appellant, the Appellant may commence an appeal; the Appellant shall file with Human Resource Services and with the Respondent a notice of appeal and detailed written statement which shall include:</p> <p>a) The basis on which the appeal is lodged, including a statement of the grounds on which the decision is considered to be inappropriate;</p> <p>b) The decision which the Appellant requests TAC to make; such decision is to be consistent with the powers of TAC as set out in Article [Note: insert #];</p> <p>c) A list of those persons whom the Appellant wishes to appear before the TAC as witnesses;</p> <p>d) The name of any Advisor who will accompany the Appellant at the TAC hearing; and</p>	
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				<p>e) <i>Such other material as the Appellant considers to be relevant that was not submitted in the proceedings leading to the decision recognizing that TAC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the Appellant could have presented the material to the Supervisor making the decision.</i></p> <p><i>As soon as possible after the receipt of notification to Human Resource Services, the members of TAC shall be named by the parties.</i></p> <p><i>Within 15 days of the date the material is received by the Respondent, the Respondent shall file with Human Resource Services, with a copy to the Appellant, a detailed written statement which shall include:</i></p> <ul style="list-style-type: none"> a) <i>A statement in reply to the statement and materials submitted by the Appellant;</i> b) <i>A copy of all written material relating to the Appellant which was used in reaching the decision being appealed;</i> c) <i>A list of those persons whom the Respondent wishes to appear before TAC as witnesses;</i> d) <i>The name of any Advisor who will accompany the Respondent at TAC hearing;</i> e) <i>Such other material as the Respondent considers to be</i> 	
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				<p><i>relevant recognizing that TAC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the party seeking to adduce the evidence could have used it in reaching a decision.</i></p> <p><i>The Chair shall determine the time and place for a hearing of the appeal; such hearing is to be held within a reasonable time after all materials have been filed pursuant but no earlier than 6 weeks after the filing of the notice of appeal.</i></p> <p><i>The Chair shall give at least 10 days written notice of the hearing to the Appellant and the Respondent.</i></p> <p>Hearing Procedures</p> <ul style="list-style-type: none"> a) <i>TAC shall hold a hearing on the appointed date, time and place, and such hearing shall be restricted by TAC, Appellant, Respondent and Advisors and such resource personnel as TAC determines.</i> b) <i>TAC may accept any oral or written evidence that it, in its discretion, considers proper, whether admissible in a court of law or not.</i> c) <i>TAC has the right to request additional material and to call and compel attendance of further witnesses.</i> d) <i>TAC is not bound by rules of evidence or procedures applicable to courts of law.</i> 	
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				<p>e) <i>Both the Appellant and the Respondent have the right to call and question witnesses, to question one another and to present oral arguments.</i></p> <p>f) <i>It shall be the responsibility of the Appellant and Respondent to secure the attendance of the witnesses to be called by each.</i></p> <p>g) <i>The onus of proof, which shall be on the balance of probability, shall be on the Appellant.</i></p> <p>h) <i>Procedural rulings shall be made by the Chair but are the subject to reversal by majority vote of TAC.</i></p> <p>Post-hearing Procedures</p> <p>a) <i>The decision of TAC shall be set out in a written statement by the Chair, with reasons, and a copy thereof shall be sent to the Appellant and to the Respondent, Human Resource Services and the Association within two weeks of the conclusion of the hearing.</i></p> <p>b) <i>The decision of TAC shall be final and binding.</i></p> <p>Jurisdiction of TAC</p> <p>TAC shall:</p> <p>a) <i>Allow the appeal if it finds the decision to have been inappropriate based on the evidence before it; or</i></p> <p>b) <i>Dismiss the appeal.</i></p>	
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				<p><i>If TAC finds that there has been non-compliance with the procedures of this Agreement in the proceedings it may, nevertheless, dismiss the appeal if it finds the decision to be appropriate.</i></p> <p><i>Where TAC allows the appeal, it shall award a one-year extension to the rolling-term appointment.</i></p> <p><i>Where TAC denies the appeal, the TLAPO Member shall receive a severance payment equal to one month's salary for each year of service as a Staff Member.</i></p>	
G8	.03.3	293	In lieu of the benefit programs, the Board shall pay to a TLAPS Member whose appointment is part-time or is for less than 8 months in duration, an amount equal to 3% of salary.	In lieu of the benefit programs, the Board shall pay to a TLAPS TLAPO Member whose appointment is part-time or is for less than 8 months in duration, an amount equal to 3% 10% of salary.	
G8	NEW.03.4	293		<i>A TLAPO Member whose appointment is more than 8 months in duration is eligible to take 5 paid days annually for professional development.</i>	
G10	after.04 NEW.05	295		<i>Should a position from which a TLAPO Member has been terminated be reinstated or a position with substantially the same duties as that position be re-established in the same unit within 24 months of the date on which the previous incumbent's employment ended, the previous incumbent shall be offered the position. If such a situation occurs between 24 and 48 months, the previous incumbent shall be informed of the vacancy and invited to apply for the</i>	

				<i>position.</i>	
Appendix G.9	after Appendix G.8 New G.9			<i>Evaluation Report</i> [Note: see below]	

New Appendix G

Appendix G: Academic Administrators

FACULTY	POSITION TITLE
Agricultural Life & Environmental Sciences	Vice Dean
Agricultural Life & Environmental Sciences	Dean
Alberta School of Business	Dean
Alberta School of Business	Vice Dean
Arts	Dean
Arts	Vice Dean
Augustana Campus	Vice Dean
Augustana Campus	Dean
Campus Saint-Jean	Dean
Campus Saint-Jean	Vice Dean
Dean of Students	Vice-Provost/Dean of Students
Education	Vice Dean
Education	Dean
Engineering	Vice Dean
Engineering	Dean
Extension	Dean
Graduate Studies & Research	Vice Dean
Graduate Studies & Research	Dean
Information Services & Tech	Vice-Provost
Kinesiology Sport & Recreation	Vice Dean
Kinesiology Sport & Recreation	Dean
Law	Vice Dean
Law	Dean
Library & Museums	Vice-Provost & Chief Librarian
Library & Museums	Exec Director & Deputy Chief Librarian
Medicine & Dentistry	Dean
Medicine & Dentistry	Vice Dean
Medicine & Dentistry	Vice Dean
Medicine & Dentistry	Vice Dean
Medicine & Dentistry	Vice Dean
Medicine & Dentistry	Vice-Dean
Native Studies	Dean
Nursing	Dean
Nursing	Vice Dean
Pharmacy & Pharmaceutical Sc	Dean
Provost & VP (Academic)	Vice Provost

Provost & VP (Academic)	Associate Vice President
Provost & VP (Academic)	Vice-Provost
Provost & VP (Academic)	Vice-Provost
Provost & VP (Academic)	Deputy Provost
Rehabilitation Medicine	Dean
Rehabilitation Medicine	Vice Dean
School of Public Health	Dean
School of Public Health	Vice Dean
Science	Dean
Science	Vice Dean
VP (Research & Innovation)	Associate Vice President
VP (Research & Innovation)	Associate Vice President
VP (Research & Innovation)	Associate Vice President

Appendix A.9: Promotion Based on Exceptional Service

Context

The administration of the University of Alberta is based on a collegial system in which colleagues step forward to assume administrative tasks. The academy depends on recruiting within its ranks in order to ensure the smooth functioning of the institution. The task of finding people with potential has been increasingly demanding since we hire new staff who are devoted to research and teaching in a research university setting. It is not only that few of our colleagues have the administrative training or skills needed, but most place high priority on being able to conduct their research and teaching on an ongoing basis. Serving as a chair or associate dean must be carefully considered by a professor as it is a clear interruption in career pattern. Often, there is a shortage of apt volunteers and chairs and deans make great efforts to recruit the best people possible to accept these positions. In efforts to attract able people, the university has, in the past, provided incentives to enhance the importance and attractiveness of service. Honoraria, variation of duties and administrative leave are examples.

The University has considered ways to emphasize the essential nature of high quality service. In considering quality, it became clear that associate professors were being called upon to serve, and this could not be done to the detriment of their career progress and promotion. In July 2008, Article A6 of Schedule A, was amended with the approval of the University and the AASUA, specifically to address the concerns above. Previous to this change, the only routes to promotion to professor were by demonstrating strength in all areas with excellence in research and/or teaching. The significant change in Article A6.03.3(d) made it possible to promote a staff member based on exceptional service because high quality performance is vital to the institution. The ability to promote with an emphasis on service helps validate such a significant contribution to the University, facilitates recruitment and enables other staff members to be more successful.

Exceptional Service

There is no simple definition of exceptional service but it does not differ in essentials from the complexity of what defines excellent or exceptional teaching and research. Excellence implies that service goes beyond the norm or standard over a period of time, and that one did more than an adequate or even very good job. Exceptional service can be viewed both qualitatively and quantitatively. There may be a heavy administrative load involving complex issues over a sustained period which has been performed with exceptional ability. More than occupying an office, the person exceeded expectations in the performance of their duties and that the challenges of office were dealt with in positive, innovative ways which may lay the foundation for transformation. In determining excellent service, the evaluation completed by the immediate supervisor is most relevant because the supervisor has particular knowledge of the details of expectations and performance achievements, as well as confidential details, which may not be fully apparent to external reviewers or departmental colleagues. In promotion cases involving research or teaching, the members of FEC rely on the qualitative assessment of the chair, the external peer assessors and the views of department colleagues. In the case of promotion on service, where the person has substantial duties outside the department, the members of the department may not have the necessary knowledge or familiarity with the administrative duties to make an informed evaluation. In order to arrive at a determination, it is the responsibility of FEC to ensure it has consulted all materials that provide evidence of excellence in the major area of assigned duties.

[from Reference Manual for Faculty Evaluation Committees, Revised January 20, 2020, Appendix G, p. 37]

Appendix B.2: Annual Report

1. Requirement to Report

- 1.01 *Each FSO Member shall submit an Annual Report. (B2.03)*
- 1.02 *The Annual Report shall provide information on the University responsibilities during the reporting period in accordance with the written job description and general responsibilities of the position. (B2.02)*
- 1.03 *FSO Members on professional leave for all or a portion of the reporting period shall include a report on activities while on leave. (See, for example, B4.03.11)*

2. Reporting Structure

- 2.01 *Reports shall be submitted to the Department Chair with a copy submitted to the Dean.*
- 2.02 *In Faculties which are not divided into Departments, the Annual Report shall be submitted to the Dean.*
- 2.03 *FSO Members who are in divisions of Faculties or Departments shall, in addition, submit a copy of the Annual Report to the division Chair or Head.*

3. Format of the Report

- 3.01 *The format of the Annual Report may vary by Faculty; the FSO Members shall approve the format of the report. The format includes the way in which the Annual Report is structured or designed (electronic or otherwise) and its contents. Annual Reports shall provide at least the information required in 3.02 of this Appendix.*
- 3.02 *The Annual Report shall include:*
 - a) *Personal data: name, rank, department.*
 - b) *Information about teaching activities: courses taught, numbers of students, graduate students supervised, new courses, programs or techniques developed.*
 - c) *Information about research and scholarly activity: books and articles published, inventions, lectures and presentations, other means of disseminating the results of research activity, prizes and awards and grants received, as well as descriptions of ongoing research or creative scholarly effort.*
 - d) *Information about service: to the scholarly discipline, to the University, the Faculty, and the Department, to the general public, including offices held.*
 - e) *Information about activities in faculty recruitment, faculty development, peer mentorship and related activities.*
 - f) *The specific duties in accordance with the written job description and general responsibilities, which may include service to their professions and/or University.*
- 3.03 *Subject to the permission of the Supervisor (pursuant to B3.02), the Annual Report may include a section on supplementary professional activity.*
- 3.04 *The Annual Report shall be designed to permit reporting in ways which will assist in determining whether the standards of performance for the FSO have been met (see B6.03).*
- 3.05 *The FSO Members shall determine the time period to be reported on in the Annual Report and the date of submission.*
- 3.06 *The decision of the FSO Members about the format, the time period and the date of submission shall be reported to the Provost and to the Association.*

4. Uses of the Annual Report

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

Appendix E.6: Evaluation Report



University of Alberta
Trust/Research Academic Staff (TRAS)
Evaluation Report

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

<p>Name:</p> <p>Title:</p> <p>Faculty/Department/Unit:</p>

Provide a brief summary of your performance based on criteria of performance set out in your job description and assignment of duties (no more than one page in total).

A. List your activities for the prior year, including any professional development and training activities.

B. List your goals for the next year, including any professional development and training plans.

C. Supervisor Increment Decision and Summary Comments

Note to the Supervisor: Following the assessment of your employees, please check the appropriate box for increment decision and performance rating, both of which are found below.

Increment Decision:

Provided that this Performance Rating is at least Satisfactory, an increment is applied:

- If re-appointed to a subsequent term appointment, or
- At the appointment anniversary date in the case of multi-year term appointments.

<input type="checkbox"/>	3.0	<input type="checkbox"/>	2.75	<input type="checkbox"/>	2.5
<input type="checkbox"/>	2.25	<input type="checkbox"/>	2.0	<input type="checkbox"/>	1.75
<input type="checkbox"/>	1.5	<input type="checkbox"/>	1.25	<input type="checkbox"/>	1.0
<input type="checkbox"/> No increment as employee has already received 5 increments in the past					
<input type="checkbox"/> No increment as this Performance Rating is Unsatisfactory					

Performance Rating:

<input type="checkbox"/> Exemplary	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory
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Supervisor Comments:

Employee Comments:

Signatures:

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

Employee Signature

Date

Supervisor Signature

Date

[The following is from pg. 280, Appendix F.7]

Appendix 1: Increment Recommendations and Performance Ratings

Increment Recommendation	Performance Rating	Performance Description
>1.0	Consistently Exceeds Expectations	<ul style="list-style-type: none"> ○ Stated goals have been met or surpassed. Consistently exceed expectations in CORE and UNIT competencies. Exhibits continuous development and improvement. Acts as a role model for APO peers.
1.0	Met Expectations Satisfactory	<ul style="list-style-type: none"> ○ Stated goals/objectives and CORE Competencies have been met; acceptable performance in UNIT competencies has been demonstrated.
0.5 – 0.75	Marginal Acceptable	<ul style="list-style-type: none"> ○ Some stated goals have not been met and/or does not meet minimal expectations in several CORE Competencies and/or some performance in some UNIT competencies is consistently deficient.
0.0 (a)	Consistently Exceeds Expectations Met Expectations Satisfactory Marginal	<ul style="list-style-type: none"> ○ The maximum for the salary for the position has been reached but performance is marginal or above. ○ Performance is at minimum satisfactory but the maximum salary for the position has been reached.
0.0 (c)	Not applicable	<ul style="list-style-type: none"> ○ Performance while on an authorized leave could not be properly evaluated.
0.0 (d)	Unsatisfactory	<ul style="list-style-type: none"> ○ Critical goals have not been met and/or do not meet minimal expectations in a majority of CORE Competencies and/or performance in the majority of UNIT competencies is consistently deficient.

Appendix G.9: Evaluation Report



University of Alberta
Temporary Librarian, Administrative and Professional Officer
(TLAPO)
Evaluation Report

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

<p>Name:</p> <p>Title:</p> <p>Faculty/Department/Unit:</p>

Provide a brief summary of your performance based on criteria of performance set out in your job description and assignment of duties (no more than one page in total).

D. List your activities for the prior year, including any professional development and training activities.

E. List your goals for the next year, including any professional development and training plans.

F. Supervisor Increment Decision and Summary Comments

Note to the Supervisor: Following the assessment of your employees, please check the appropriate box for increment decision and performance rating, both of which are found below.

Increment Decision:

Provided that this Performance Rating is at least Satisfactory, an increment is applied:

- If re-appointed to a subsequent term appointment, or
- At the appointment anniversary date in the case of multi-year term appointments.

<input type="checkbox"/>	3.0	<input type="checkbox"/>	2.75	<input type="checkbox"/>	2.5
<input type="checkbox"/>	2.25	<input type="checkbox"/>	2.0	<input type="checkbox"/>	1.75
<input type="checkbox"/>	1.5	<input type="checkbox"/>	1.25	<input type="checkbox"/>	1.0
<input type="checkbox"/> No increment as employee has already received 5 increments in the past					
<input type="checkbox"/> No increment as this Performance Rating is Unsatisfactory					

Performance Rating:

<input type="checkbox"/> Exemplary	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory
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Supervisor Comments:

Employee Comments:

Signatures:

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

Employee Signature

Date

Supervisor Signature

Date