

UNIVERSITY OF ALBERTA

FACULTY AGREEMENT

July 2017

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

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Recitals

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

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

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

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

Article 1: Definitions and Abbreviations

- 1.01 "Agreement" means this Agreement.
- 1.02 "Association" means the Association of the Academic Staff of the University of Alberta.
- 1.03 "Board" means the Governors of the University of Alberta.
- 1.04 "Day" or "Days" means Monday through Friday, but does not include a day when the University buildings are closed. Reference in this agreement to week, month and year shall refer to the calendar period.
- 1.05 "Dean" means the chief executive officer of a Faculty.
- 1.06 "Department" means the academic unit of a Faculty, established as such by the Board.
- 1.07 "Department Chair" means the chief executive officer of a Department. Responsibilities assigned herein to a Department Chair shall be the responsibility of the Dean in Faculties in which there are no departments.
- 1.08 "Faculty" means the academic unit of the University established as such by the Board.
- 1.09 "Faculty Council" means the council created by that name in accordance with section 28 of the *Post Secondary Learning Act*; for the purposes of this Agreement voting on decisions required by this Agreement shall be restricted to the staff members in the Faculty.
- 1.10 "Faculty Salary Adjustment" means a payment to a staff member in addition to the salary paid in accordance with the salary schedule, paid in order to recruit or retain an individual staff member.
- 1.11 "Increment" means the basic unit by which salary is increased in accordance with the salary schedule negotiated in 19.01 of this Agreement.
- 1.12 "President" means the President of the University.
- 1.13 "Provost" means the Provost and Vice President (Academic) of the University.
- 1.14 "Staff member" means a person who has been appointed under this agreement to a faculty position on the academic staff of the University in which the person has been or may be granted tenure; this term includes both full time and part time staff who hold such positions.
- 1.15 "Tenure" means an appointment to the academic staff without term, which may be terminated only by resignation, retirement, death, or in accordance with the terms of this Agreement.
- 1.16 The following abbreviations are used in this Agreement:

- a) ARC means the Agreement Review Committee created in 2.05 and 2.06;
- b) FEC means the Faculty Evaluation Committee created in 13.01 and 13.11;
- c) GAC means the General Appeals Committee created 15.02;
- d) GFC means the General Faculties Council of the University.

1.17 “University” means University of Alberta.

Article 2: Term of Agreement and Agreement Review Committee

- 2.01 This Agreement is binding upon the Board, the Association, and each staff member.
- 2.02 This Agreement expires on June 30, 2018 (the “Expiration Date”), however, if notice to bargain is not given in accordance with 19.02, the Expiration Date of this Agreement shall be deemed to be extended by one year.
- 2.03 There shall be no strike or lockout during the term of this Agreement.
- 2.04 Minor editorial corrections in this Agreement, or to any of its Appendices, may be made by mutual agreement of the parties during the term without ratification by the Association and the Board, provided that such changes are reduced to writing and executed by the signing officers of the parties to this Agreement. Any other changes made by mutual agreement of the parties during the term shall be subject to ratification.

Agreement Review Committee (ARC)

- 2.05 There shall be an ARC which shall:
 - a) consider and reach agreement on interpretations to this Agreement (Article 28);
 - b) approve variations for an FEC upon the recommendations of a Faculty Council (13.13(a) and 13.14); and
 - c) serve as a joint reference body for consideration of matters which affect the contracts of staff members.
- 2.06 The ARC shall consist of four (4) members appointed by the Board and four (4) members appointed by the Association. The Board and the Association may vary their members from time to time and for particular matters under consideration. Each party shall inform the other in writing of the names of its appointed members and of changes thereto.
- 2.07 The Board and the Association shall each have one vote on ARC.
- 2.08 Matters referred to ARC under 2.05 (c) may be brought forward by the Provost or by the President of the Association.
- 2.09 ARC shall meet as frequently as necessary to consider matters proposed by either the Board or the Association.
- 2.10 Both the Board and the Association may use the services of such consultants and resource persons as they may see fit and such persons may be invited to attend meetings of ARC.
- 2.11 Decisions reached by ARC shall be binding on the Board and the Association and on individual staff members.

Article 3: Academic Freedom and Access to Information

Academic Freedom

- 3.01 The University of Alberta is committed to the pursuit of truth, the advancement of learning, and the dissemination of knowledge.
- 3.02 The University expects each staff member to engage in these endeavours.

- 3.03 The parties to this Agreement subscribe to the principles of academic freedom, that is, the right to examine, to question, to teach, to learn, to investigate, to speculate, to comment, to criticize without deference to prescribed doctrine. Academic freedom does not confer legal immunity; nor does it diminish the obligation of members to meet their responsibilities to the University as set out in Article 7 (University responsibilities).
- 3.04 Members have the right to publish the results of their research without interference or censorship by the institution or its agents.

Access to Information

- 3.05 A staff member shall have access, with reasonable notice, to the records of all personal information pertaining to the staff member, except:
- a) to confidential evaluations regarding the staff member's application for employment;
 - b) to confidential evaluations regarding career decisions about a staff member which are made in accordance with the procedures of Articles 13, 14 and 15;
 - c) to portions of the record that would not be released under the provisions of the *Freedom of Information and Protection of Privacy Act*.
- 3.06 The staff member may request of the custodian of files that the staff member be permitted to examine the staff member's personal files in that office. Such examination shall be during working hours. During the examination, the staff member shall be accompanied by the custodian, or delegate. The staff member shall not remove the file from the office, and subject to 3.07 and 3.08, shall not change anything in the file.

Right to correct information

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

Article 4: Association Recognition

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

Article 5: Delegation

- 5.01 The Board confirms delegation of its powers, duties and functions for the performance of its responsibilities contemplated by the terms of this Agreement (with the power to subdelegate as set out in this Article), including responsibilities assigned to a person or committee pursuant to:
- a) Article 6 – Appointments
 - b) Article 12 – Probation and Tenure
 - c) Article 13 – Faculty Evaluation
 - d) Article 14 – Unacceptable Academic Performance

- e) Article 15 – Appeals
- f) Article 16 – Discipline
- g) Article 32 – Academic Reorganization
- h) Article 33 – Financial Emergency

- 5.02 The authority of any party described in Article 5 to delegate responsibilities under this Article includes the authority to revoke those delegated responsibilities and to exercise those responsibilities directly. The revocation of a delegated responsibility does not nullify decisions, orders, directions or recommendations made at the time the delegation or responsibilities remained in effect.
- 5.03.1 A senior officer of the University (including a chair, a Dean, and the Provost) may delegate to another officer of the University or to a staff member any of the responsibilities assigned in this agreement to the senior officer, subject to approval in writing by the officer to whom the senior officer reports. The President may delegate any responsibility of the President to another officer of the University or to a staff member.
- 5.03.2 “Acting” when referring to an officer of the University (President, Vice-President, Dean, Department Chair or other officer) means a person designated to act for the officer during the officer’s absence; the person who is acting shall have the same authority and responsibility during appointment as the officer has under the terms of this Agreement.
- 5.04 The President of the Association may delegate any responsibility to another member of the executive of the Association or to the Executive Director of the Association.
- 5.05 A Faculty Council may recommend, and the Provost may approve, delegation of any responsibility of a Faculty Council to such persons or groups designated by the Faculty Council.
- 5.06 The FEC Chair in a non-departmentalized Faculty may recommend, and the Provost may approve, delegation of any responsibility of an FEC Chair to the Dean of the Faculty.
- 5.07 All delegations of responsibility and revocations of delegation under this article shall be in writing.
- 5.08 If, in this Agreement, a decision is to be made by the Association, the decision shall be made by the President of the Association subject to such restriction as the Association, acting in accordance with its bylaws, may determine. Any Association policy which restricts the ability of the President of the Association to act shall be communicated in writing to the Provost.

Article 6: Appointments

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

Contingent appointments

- 6.04.1 Notwithstanding 6.03, a Dean may appoint a staff member to a position with a special condition that recognizes circumstances where the position is funded by external sources.
- 6.04.2 The term “funded by external sources” is defined as any financial support directly tied to a specific position when the financial support does not come from the operating budget of the University. The term may include funds from endowments or targeted gifts, agencies supporting research through grants or contracts, and other sources.

- 6.04.3 The special condition shall state that the continuing nature of the appointment is explicitly contingent on the continued receipt of funds from the external source. In the event that the funds are discontinued, the staff member shall receive notice of not less than twelve months that the position will be discontinued.

Special conditions

- 6.05 A Dean may appoint a staff member with special conditions which are at variance with the terms of this Agreement provided:
- a) the variations are in writing and are included in or appended to the letter of appointment; and,
 - b) the variations have been approved in writing by the Provost after consultation with the President of the Association and prior to the offer being made.
- 6.06 The Provost may approve special conditions which are at variance with the terms of this Agreement and which are agreed to subsequent to the original appointment of a staff member provided:
- a) the variations have been recommended by a Dean and are approved in writing by the staff member; and
 - b) the Provost has consulted with the President of the Association prior to approval.
- 6.07 Notwithstanding the provisions of 6.04, the Dean, with the advance written approval of the Provost, may add an additional special condition providing that, in the event that the external source of funding is discontinued, the appointment shall be transferred to a standard appointment without special conditions. In the absence of such a second special condition, no appointment under 6.04 shall carry any expectation of continuance in the event that the external financial support for the position is discontinued.

Effective dates

- 6.08 The normal effective date of a first probationary appointment or of an original appointment with tenure shall be July 1, but such appointments may be made at other times.
- 6.09 The effective date of a second probationary appointment or of an appointment with tenure following probation shall be July 1.

Removal allowances

- 6.10 A staff member upon appointment may be eligible for a removal allowance toward expenses necessarily and reasonably incurred in moving to Edmonton which shall be based on removal from the place of residence. The allowance, to the maximum specified, shall be paid upon presentation of an account of expenses supported with appropriate receipts. Regulations governing removal allowances shall be established from time to time by the Board after consultation with the Association.
- 6.11 A staff member who voluntarily leaves the service of the University before rendering two years of service shall be required to refund a portion of the removal allowance; each month's regular service (exclusive of leave periods) shall be considered as discharging one twenty-fourth of the obligation. In cases where probationary periods are less than two years, the obligation shall be discharged in a proportionately shorter period. If the staff member is appointed with tenure, one year's service shall discharge the obligation to the University; if such a staff member leaves the University prior to having served one year, the obligation shall be reduced proportionally with each month served.

Academic Administrators

- 6.12 The Board may employ administrative leaders ("Academic Administrators") in academic administration positions who are professors and associate professors and who are outside the scope of this Agreement while serving as an Academic Administrator. The Board shall provide a copy of the list to the Association whenever a new academic administrator is appointed or an

academic administrator's appointment ceases, for whatever reason. No individual's rights under Article 6.13 or 6.14 are diminished by reason of the position that they filled not being included on the list.

- 6.13 A staff member who held a tenured position under this Agreement prior to receiving an appointment as an Academic Administrator shall be immediately re-appointed to a tenured faculty position upon termination of the academic administration appointment, unless the staff member has elected to resign or retire from their tenured position, in accordance with the following:
- a) The staff member shall re-enter the scope of this Agreement at the conclusion of the academic administration appointment unless appointed to another academic administration position in succession.
 - b) At the conclusion of the last of successive academic administration appointments, the Academic Administrator shall immediately be re-appointed to a tenured faculty position (the recommendation contemplated by Article 12.02 is waived) and shall immediately re-enter the scope of this Agreement.
 - c) For clarity, a failure to re-appoint shall constitute a violation of this Agreement and is subject to Article 27 (Grievance) and Article 29 (Arbitration).
- 6.14 An individual who did not hold a tenured position under this Agreement prior to receiving an appointment as an Academic Administrator shall be simultaneously appointed to a tenured position under this Agreement in accordance with Article 12.02, with the appointment to take effect immediately upon termination of the academic administration appointment, unless the staff member has elected to resign or retire from their tenured position, in accordance with the following:
- a) The Academic Administrator shall enter the scope of this Agreement at the conclusion of the academic administration appointment unless appointed to another academic administration appointment in succession.
 - b) At the conclusion of the last of successive academic administration appointments, the Academic Administrator shall immediately be appointed to a tenured faculty position and shall immediately enter the scope of this Agreement.
 - c) For clarity, a failure to appoint shall constitute a violation of this Agreement and is subject to Article 27 (Grievance) and Article 29 (Arbitration).
- 6.15 Re-appointment or appointment to a faculty position under Article 6.13 or 6.14 shall not prevent an investigation into the conduct of the Academic Administrator nor the imposition of discipline, even if the appointment as an Academic Administrator was terminated for cause. Upon the immediate re-appointment or appointment to a faculty position, the provisions of Article 16 shall apply notwithstanding that the conduct pre-dated the re-appointment or appointment to a faculty position.

Article 7: University Responsibilities

- 7.01 A staff member shall be a scholar, active in teaching, in research, and in service.
- 7.02.1 The responsibilities of a staff member shall include:
- a) participation in teaching programs, including classroom teaching, supervision of graduate students and personal interactions with and advising students;
 - 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
 - c) provision of service to the discipline of the staff 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 staff members expertise and knowledge of the discipline all of which shall be carried out according to the standards of professional conduct expected of a staff member.
- 7.02.2 Throughout the career of a staff member, the requirements of 7.01 and 7.02.1 shall apply. Nevertheless, there may be circumstances when it is in the interests of the staff member and the

university to vary the responsibilities for a specified period of time. Therefore, a staff member, the Department Chair and the Dean may enter into a written agreement varying the primary responsibilities for a period not to exceed three years. The variations shall be designed to increase responsibilities in one area (e.g. teaching innovation) while reducing responsibilities in another. (See also 13.11).

Teaching

- 7.03.1 The Department Chair shall assign to each staff member specific responsibilities, which shall include courses to be taught and other teaching duties and may include supervisory and administrative responsibilities.
- 7.03.2 Teaching responsibilities in the Intersession shall be governed by the terms set out in Appendix H.
- 7.04 A staff member may decide on specific course content and instructional methodology, recognizing the approved course description and academic policy approved by the Department, the Faculty and the University.

Research

- 7.05 The responsibilities of a staff member shall include active participation in research. The staff member shall be encouraged to seek financial support (hereinafter called research funds) for such research from granting agencies or other sources.
- 7.06 Research activity and research funds shall be administered in accordance with policies and procedures established by appropriate university authorities, following consultation with the Association.
- 7.07 The policies and procedures shall be consistent with the terms of this Agreement; in the case of conflict, this Agreement shall govern. Questions arising from the administration of the policies and procedures, or failure to comply with the policies and procedures shall be resolved in accordance with the procedures of this Agreement.
- 7.08 The following principles shall apply to the administration of research funds:
- a) Research funds shall be administered and accounted for by the University.
 - b) Remuneration may be provided to the staff member from the research funds if the grant/contract so permits, to the extent permissible in the policies and procedures referred to in 7.06.
 - c) If the University is expected to provide facilities, space, equipment or administrative assistance or where there is to be participation by students or postdoctoral fellows in the carrying out of the research, the University may require that a contract be negotiated through the Vice-President (Research).

Service

- 7.09 The degree of participation in the governance of the University and other service responsibilities may vary from staff member to staff member and from time to time. Such responsibilities may be assigned by the Department Chair or may be the result of initiative by the staff member. A staff member shall be actively engaged in service to the university and shall participate in the collegial responsibilities of departmental, faculty and university governance. The staff member may also be engaged in service to the staff member's discipline or profession.

Annual report

- 7.10 A staff member shall submit to the Department Chair and Dean an Annual Report on University responsibilities during the previous year. The requirements of the report are provided in Appendix D of this Agreement.

Dispute resolution

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

Article 8: Supplementary Professional Activities (SPA)

Scope and context of SPA

- 8.01 A staff member is a full-time employee and has a primary obligation to fulfil University responsibilities. The staff member shall remain current with recent developments in the discipline through personal professional development.
- 8.02 One means of accomplishing professional development may be through professional activity which is supplementary to the primary obligations to the University.
- 8.03 Such SPA shall represent an integral part of the responsibility to relate theory to practice, thereby enabling teaching and research to remain professionally relevant. Routine, repetitive and trivial SPA are discouraged.

Authorization of SPA

- 8.04 Subject to the provisions of this Article, a staff member may engage in SPA. SPA shall not prevent, hinder or unduly interfere with the staff member's primary responsibilities.

Required SPA

- 8.05 A Faculty Council may deem SPA, and the maintenance of a professional license, to be essential to the work of the Department and to the progress of a staff member's career. In such cases the Dean and Department Chair shall encourage SPA.
- 8.06 Where a Faculty Council has deemed SPA to be essential to the work of the Department, the Faculty Council shall recommend to the Board that such SPA be considered as part of the primary University responsibilities. The Board may approve such recommendations on such conditions as it deems appropriate, having regard to 8.11.

Definition of SPA

- 8.07 Without restricting the generality of the term SPA, this category shall include any of the following:
- a) employment in any capacity by another employer including the carrying out of teaching duties, e.g. summer session at another university;
 - b) consulting;
 - c) personal services contracts;
 - d) private practice of the staff member's profession, e.g. medicine, dentistry, law, etc.
- 8.08 SPA may be categorized as major or minor in scope. Each Faculty Council shall decide what constitutes major SPA but all proposals to teach at another institution shall be considered major SPA.

Approval of SPA

- 8.09 A staff member shall obtain written approval of the Department Chair prior to undertaking major SPA. Prior to approving SPA, the Department Chair shall ensure that primary University responsibilities will be performed satisfactorily.
- 8.10 If there is a dispute with respect to a staff members SPA, the staff member shall have recourse to the Dean and the Provost, in that order. The decision of the Provost shall be final and binding.

Conditions

- 8.11 The authority and approval of SPA is subject to the following conditions:
- a) The staff member shall not compete unfairly with professionals outside the University.
 - b) The SPA shall not infringe upon the University's conflict of interest guidelines.
 - c) The SPA shall conform with regulations governing the use of University facilities and staff.
 - d) The staff member shall indemnify and hold harmless the University from and against any loss, injury or damage which the University may or could suffer arising in any way out of or in relation to such activities. The staff member gives this covenant and makes this agreement notwithstanding that the University has participated in such activities by the provision of facilities, space, equipment, or administrative assistance, unless the said loss, injury or damage arises directly from a malfunction of the said facilities or equipment which is not caused by the user thereof; and notwithstanding that the University has participated in such SPA by the provision of students or postdoctoral fellows or the like; and withstanding that any formal contract with respect to those SPA has not been negotiated by or approved by the University.
 - e) When engaged in SPA a staff member shall not use the name of the University in any way, except as the mailing address, nor shall the staff member hold himself or herself to be an agent of the University when engaged in SPA.

Reporting requirements

- 8.12 Each staff member shall submit an annual statement to the Department Chair and Dean on SPA in the previous year. The Department Chair shall submit his or her personal statement to the Dean. The Dean shall submit his or her personal statement to the Provost.
- 8.13 SPA undertaken during sabbatical, assisted leave and secondment shall be reported in the annual statement. A Faculty Council may require that SPA undertaken under other types of leave shall also be included in the annual statement.
- 8.14 The period covered by the annual statement and the date on which it is to be submitted may vary from Faculty to Faculty with this decision being made, from time to time, by the Faculty Council.
- 8.15 The annual statement may be made in conjunction with the annual report of the staff member or it may be a separate statement. Each Faculty Council shall determine, from time to time, which is the appropriate method for that Faculty.
- 8.16 SPA shall be taken into account in the evaluation of a staff member's performance for tenure, increments and promotion. The annual statement concerning SPA shall be available for information to FEC. With the concurrence of the Provost, a Faculty Council may modify the application of this clause.
- 8.17 The following information shall be provided in the staff member's annual statement on SPA:
- a) the category or type of client or affiliation;
 - b) the nature of services performed;
 - c) an estimate of the total time devoted to each SPA; and
 - d) the names and nature of any continuing contractual arrangements with outside organizations.
- A Faculty Council may decide that the time of year, week or day when the SPA were undertaken is important. If so, such information shall be included in the report.
- 8.18 Each Faculty Council shall develop the format for the annual statement for that Faculty and submit to the Provost for approval.
- 8.19 Decisions reached by a Faculty Council under this Article shall be conveyed, in writing, to the Provost and the Association.

Faculty regulations

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

Article 9: Sabbaticals

- 9.01 A tenured staff member shall be eligible to be considered for a one year sabbatical after serving the University for six years, or after serving for six years following a previous sabbatical or assisted leave. After three years of service following initial appointment, or three years of service following a previous sabbatical or assisted leave, a tenured staff member shall be eligible to be considered for a six month sabbatical.
- 9.02 A person who joins the University and who has tenure at another university shall receive credit for up to two years of service at the other institution in meeting the requirements under 9.01 for the first sabbatical taken at the University, providing the first sabbatical is a one year sabbatical.
- 9.03.1 The staff member shall submit an application for a sabbatical to the Dean, through the Department Chair, by October 15 in the year prior to the academic year in which the sabbatical will be taken.
- 9.03.2 On receipt of the applications, the Dean shall provide copies to FEC.
- 9.04.1 FEC, after consideration of the applications, shall submit a recommendation to the Dean as to which applications should be approved and which should not be approved.
- 9.04.2 The Dean, after consideration of the applications and the recommendations of FEC and subject to 9.05, shall approve or not approve the applications and convey the decisions, in writing, to the applicants as soon as possible after having reached decisions.
- 9.04.3 In their consideration of the applications, FEC and the Dean shall consider the proposed sabbatical programs to determine whether they are meritorious and whether they will be to the mutual advantage of the staff member and the University.
- 9.04.4 Consideration will be given to sabbatical programs which include work to be done at the University but will not be given to programs in pursuit of advanced degrees.
- 9.04.5 If the Dean does not approve an application for a sabbatical when FEC has recommended approval and if the quota for the Faculty under 9.05 has not been met or exceeded, the staff member may appeal the Dean's decision to the Provost. Such an appeal shall be in writing and shall be submitted not later than fifteen days following the receipt of the Dean's letter that the application has not been approved. The decision of the Provost shall be final and binding.

- 9.05 The number of approved sabbaticals for an academic year shall not exceed ten percent of the number of staff members in the Faculty.
- 9.06 While on sabbatical a staff member shall receive a salary of 82.5 % of the staff member's basic University salary. A staff member shall receive a salary of 85 % of the staff member's basic University salary for the staff member's first sabbatical in relation to their movement from Assistant Professor to Associate Professor.
- 9.07 A staff member may receive outside assistance in the form of grants or fellowships. Supplementary professional activity during a sabbatical shall be governed by the terms of Article 8. Research funds received during a sabbatical shall be governed by the terms of clauses 7.05 to 7.08.
- 9.08 A staff member shall return to regular duties at the University for six months upon completion of the sabbatical or, in default thereof, repay to the University an amount equal to twelve and one-half percent of the total gross salary paid while on sabbatical and shall, if requested by the University, sign an agreement to that effect prior to going on sabbatical.
- 9.09 The staff member shall submit a report concerning activities while on sabbatical to the Dean and, where appropriate, the Department Chair. The report shall be part of the annual report for the year(s) under consideration.
- 9.10 If, after a staff member has been granted a sabbatical, the Department Chair, for the purposes of the normal operation of the Department, deems that the work of the Department would be unduly hampered by such sabbatical, the Department Chair shall recommend to the Dean that the sabbatical be deferred for six or twelve months. The Dean shall consider such recommendation and decide, with such decision final and binding. The deferral time shall nevertheless be counted toward eligibility for a succeeding sabbatical.
- 9.11 A staff member who has been granted a sabbatical may apply for a sabbatical research grant from the University. Notwithstanding 9.06, the salary of a staff member in receipt of such grant shall be reduced by the amount of such grant. Application for sabbatical research grants shall be made to the Research Services Office, through the applicant's Department Chair and Dean. Details may be obtained from the Research Services Office. Regulations governing sabbatical research grants shall be made by the Provost following consultation with the Association and the Vice-President (Research).
- 9.12 A sabbatical of one year shall be deemed to include the vacation entitlement, and a six month sabbatical shall be deemed to include one-half of the vacation entitlement.
- a) With respect to sickness or injury during sabbatical, see Appendix E, Section M.4.
- 9.13 Six month sabbaticals shall be restricted to the period July 1 to December 31 or January 1 to June 30 unless otherwise directed by the Provost.
- 9.14 Detailed information about sabbaticals is provided in Appendix E.

Article 10: Copyright

- 10.01 Pursuant to the *Post Secondary Learning Act*, unless otherwise agreed to by the University, the ownership of any work, information or material, regardless of form, including any copyright acquired or produced by an employee of the University that results from or is connected with the employee's duties or employment, vests in the University and may be made available to the public under conditions, on payment of fees or royalties, as the University may determine.
- 10.02 The University hereby agrees that a staff member who creates a Work resulting from or connected with the staff member's duties or employment owns copyright in the Work.

- 10.03 Notwithstanding 10.02, the University will own or have interest in certain Works, as described in Appendix B.
- 10.04 Appendix B contains the detailed terms regarding Works created by a staff member.

Article 11: Patents

- 11.01 A discovery or invention made by a staff member which has patent possibilities may be patented in accordance with the University Patent Policy (Appendix C) either through individual application or through the University.
- 11.02 The provisions of the University Patent Policy shall apply to the sharing of revenues earned from a patent and to other questions arising from an application by the staff member.

Article 12: Probation and Tenure

Types of appointments

- 12.01 A staff member may be appointed in accordance with this Article as a staff member with tenure, or as a staff member on probation leading to consideration for tenure.
- 12.02 No person shall be appointed as a professor or as an associate professor unless the Dean first receives a recommendation from an advisory selection committee established in accordance with procedures approved by GFC.
- 12.03 a) A person appointed to the staff as a professor has tenure.
b) A person appointed as an associate professor has tenure unless a constituted advisory selection committee recommends that there be a probationary period and the Dean appoints with such a probationary period. If the Dean appoints an associate professor with a probationary period, the procedures of 12.06 and following apply.
- 12.04 A person appointed as an assistant professor shall be on a probationary period.
- 12.05 The award of tenure shall also constitute designation as associate professor.

Probationary periods

- 12.06 A staff member appointed without tenure shall serve one or more probationary periods.
- 12.07 A staff member who is appointed without tenure shall serve a first probationary period calculated in accordance with the following:

Effective date of appointment	First probationary period
July 1	4 years
Between January 1 and the next June 30 (including January 1 and June 30)	4 years plus the period between the effective date and the next July 1 (inclusive of both dates)
Between July 2 and the next December 31 (including July 2 and December 31)	4 years minus the period between the effective date of appointment and the preceding July 1 (inclusive of both dates)

- 12.08 The Dean, with the prior written approval of the Provost may, in the initial appointment, reduce the length of the first probationary period.
- 12.09 a) If a staff member is granted one or more leaves during a probationary period and if the length or type of leave is such that it materially affects the performance on which the staff member is to be assessed, then the probationary period shall be extended for one or more years.

- b) An extension of a probationary period because of leave shall be made by the Provost on the recommendation of the Dean following consultation with the staff member.
- c) In considering a recommendation for an extension of a probationary period because of leave, the Provost shall take into account the length of the leave period, the time of the year when the leave was taken and the purposes of the leave.
- d) The decision of the Provost regarding extension of probationary period because of leave shall be final and binding.

12.10 The second probationary period shall be for two years.

Decision at the end of the first probationary period

12.11 In the last year of a staff member's first probationary period the Department Chair shall recommend in writing to the Dean, with a copy to the staff member, one of the following:

- a) that a second probationary period be offered to the staff member;
- b) that an appointment with tenure be offered to the staff member;
- c) that no further appointment be offered to the staff member.

12.12 On receipt of the Department Chairs recommendation under 12.11, the Dean shall take one of the following steps; and shall inform the staff member in writing,

- a) approve a recommendation that the staff member be offered a second probationary period, which decision shall be final and binding;
- b) if the recommendation is for a second probationary period and if the Dean disagrees with such a recommendation, refer the recommendation to FEC for consideration;
- c) refer to FEC a recommendation that an appointment with tenure be offered to the staff member;
- d) refer to FEC a recommendation that no further appointment be offered to the staff member.

12.13 Notwithstanding 12.11 and 12.12, a Faculty Council may determine that all decisions regarding any further appointments at the end of a first probationary period shall be referred to FEC and, in such a case, the recommendation of a Department Chair under 12.12 shall be submitted directly to FEC.

12.14 FEC shall consider a recommendation under 12.12(b) – (d) and 12.13 and shall make one of the following decisions:

- a) that a second probationary period be offered to the staff member;
- b) that an appointment with tenure be offered to the staff member;
- c) that no further appointment be offered to the staff member.

Decisions at the end of the second probationary period

12.15 In the last year of a staff member's second probationary period, the Department Chair shall recommend to FEC in writing, with a copy to staff member, that one of the following decisions be made:

- a) that an appointment with tenure be offered to the staff member;
- b) that no further appointment be offered to the staff member;
- c) that the second probationary period be extended by one year (but only if such an extension had not been approved for an earlier year by FEC or GAC)

12.16 After considering the Department Chair's recommendations, FEC shall make one of the following decisions:

- a) that an appointment with tenure be offered to the staff member;
- b) that no further appointment be offered to the staff member;
- c) that the second probationary period be extended by one year (but only if such an extension had not been approved for an earlier year by FEC or GAC)

Special recommendations for tenure

- 12.17 In extraordinary cases, in years other than the last year of a probationary period, a Department Chair may recommend to FEC in writing, with a copy to the staff member, that a staff member be offered an appointment with tenure. In such a case, FEC shall make one of the following decisions:
- a) that the present probationary period continue; or
 - b) that the staff member be offered an appointment with tenure; and, in either case, the decision shall be final and binding.
- 12.18 A staff member whose appointment is terminated under 12.14(c) or 12.16(b) shall be entitled to a severance salary equal to one month's salary for each year of service as a staff member.

Article 13: Faculty Evaluation

Authority

- 13.01 Each Faculty shall have a Faculty Evaluation Committee (FEC) which shall be authorized to:
- a) draft standards of performance of staff members in the Faculty;
 - b) consider and decide on recommendations regarding probation and tenure under Article 12;
 - c) consider and decide on recommendations for increments;
 - d) determine procedures governing applications for promotion and granting of tenure;
 - e) consider and decide on applications for promotion to professor;
 - f) advise the Dean on applications for sabbaticals under Article 9; and
 - g) carry out such procedural rulings as are required of it under this Article.

President's Review Committee

- 13.02 The President's Review Committee (PRC) is chaired by the President and is authorized (in accordance with 13.76 to 13.93) to:
- a) review and compare the implementation of FEC standards; and
 - b) review specific contentious decisions by FEC related to the award of tenure or promotion to professor.

Standards of performance

- 13.03 The review of a staff member's performance shall be based on consideration of the performance of the responsibilities of the staff member as outlined in Article 7.
- 13.04 Standards of performance shall be prepared by FEC on the basis that a staff member is expected to demonstrate competence in teaching, research, and service. Standards of performance:
- 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.
- 13.05 Staff members shall be evaluated annually against these standards of performance.
- a) The evaluation of performance shall ensure that, except where a staff member has a reduced teaching assignment, performance as a teacher shall be of a major importance in the review;
 - b) Performance expectations shall increase as a staff member moves through the ranks;
 - c) For the award of tenure, the staff member must demonstrate a strong record of achievement in teaching and research, and must demonstrate on the basis of performance while on probation that he/she is capable of contributing effectively as a staff member in all areas of responsibility;
 - d) For promotion to professor, the staff member must demonstrate a strong record of achievement in teaching, research, and service, including excellence in teaching and/or research, or, in rare circumstances, a record of exceptional service.

- 13.06 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 staff member.
- 13.07 Each Faculty's standards of performance shall include criteria for the assessment of research productivity in the case of multi-year projects.
- 13.08 The review of the performance of a Department Chair shall take into account the special duties associated with the office of Department Chair.
- 13.09 At least ten 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.
- 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 (13.02) for review and advice or the PRC may recommend review of standards to the Provost.
- 13.10 Standards for the award of tenure and concurrent designation as associate professor shall not be changed during probation for an individual staff member unless the staff member agrees, in advance of the hearing of FEC, to the new standards.

Variations of responsibilities

- 13.11 University responsibilities of a staff member, as enumerated and described in Article 7, apply throughout the career of a staff member. The weight assigned to the individual responsibilities may vary from year to year in accordance with this section.
- a) The Department Chair must approve all variations. The Chair shall meet with each staff member at least annually to discuss the performance of the staff member (see 13.34) and to develop and agree to objectives for the succeeding period;
 - b) If variations are approved, the staff member and the Chair shall enter into a written agreement (with a copy to the Dean). Such variations and agreements shall be for periods not longer than three years in duration or, in the case of appointment to administrative responsibilities, for the duration of such appointment;
 - c) Variations may take into account increased responsibilities in one area, e.g. preparation for and introduction of teaching innovation, development of electronically based instruction materials, specified administrative responsibilities, special awards such as McCalla Professorships, and the like;
 - d) A staff 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;
 - e) The evaluation of a staff member whose duties include professional or clinical responsibilities shall explicitly take into account both the time required for such responsibilities and the assessments of the quality of clinical performance;
 - f) The Department Chair, in preparing for the evaluation of performance and recommendations of increments (13.34) shall take these variations into account.

- 13.12 A staff member who is on leave during the period of review will be assessed by FEC as follows:
- a) Discontinuance of academic responsibilities during periods of childbirth leave, parental leave, compassionate leave, and medical leave (when the total of such periods of full-time leave is six months or less or part-time leave of 50% or less over the 12 months of an academic year) shall require the extrapolation of the performance for work done in the year to a full year. Increments will be awarded in accordance with 13.23;
 - 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 six months of an academic year) shall not be considered in the evaluation of performance;
 - c) Notwithstanding 13.12 (b), a staff member may request the Department Chair and FEC to take into account academic activities while on leave. The onus shall be on the staff member in material appended to the annual report to demonstrate to the Chair why such activity should be recognized.

Composition of FEC

- 13.13 Subject to 13.62 and 13.75 (g) the composition of FEC shall be:
- a) Faculty Council may recommend to ARC that 13.13 be varied. With the prior approval of ARC, such variations shall replace 13.13 subject to such conditions as ARC may require.
 - b) Subject to 13.13 (e), in departmentalized Faculties, the Dean (as Chair), all Department Chairs, and at least two tenured staff members from the Faculty elected by Faculty Council. Faculty Council shall determine the number of elected members, if more than two, and the terms of office of elected members.
 - c) In non-departmentalized Faculties, the Dean, a tenured staff member from the Faculty elected by Faculty Council as Chair, and at least three other tenured staff members from the Faculty elected by Faculty Council. Faculty Council shall determine the number of elected members, if more than three, and the terms of office of elected members as well as the term of office of the Chair.
 - d) One tenured staff member from another Faculty (the PRC member) shall be appointed to FEC by the Provost from a list of staff members, jointly created by the President and the President of the Association. The PRC member will:
 - (i) serve as a voting member of FEC;
 - (ii) serve on the PRC, (13.02);
 - (iii) monitor the application of the Faculty's standards;
 - (iv) in accordance with 13.82, report contentious decisions relating to the awarding of tenure or promotion to professor to the PRC; and
 - (v) serve for a term of either 1, 2 or 3 years as determined by the Provost.
 - e) In departmentalized Faculties, when FEC is considering a staff member for renewal of probationary appointments or the award of tenure, the staff members of the department in which the staff member holds the appointment shall elect one of the tenured staff members of the department to serve as an additional member of FEC to hear the case.
- 13.14 Notwithstanding 13.13, FEC may delegate to a subcommittee its authority to make decisions about the renewal of probationary appointments and the award of tenure and concurrent designation as associate professor. The composition of such a subcommittee shall be determined by FEC, subject to the approval of ARC, but the subcommittee shall include representatives of FEC to ensure consistency in the application of standards and, as a minimum, at least two representatives of the Department (the Department Chair and the staff member required in 13.13 (d)) to ensure consideration of departmental assessment.

Responsibility for review of performance

- 13.15 FEC shall annually consider the performance of each staff member in the Faculty, except that of Academic Administrators as defined in 6.12 and the Department Chairs.
- 13.16 The Dean shall annually review the performance of all Department Chairs and submit recommendations to the Provost who shall award incrementation. FEC shall consider applications for promotion by Department Chairs.

- 13.17 Notwithstanding the provisions of 13.15 and 13.16, Faculty Council may require that the performance of Department Chairs be considered by FEC for the award of increments.
- 13.18 The Board shall annually review the performance of Academic Administrators who hold such positions in conjunction with their appointments as staff members and, in doing so, shall consider and decide on recommendations of the President for incrementation. The performance of the President shall be considered by the Board.
- 13.19 [vacant]

Distribution of increments to FECs

- 13.20 The Provost, following consultation with the Association, shall establish guidelines for the distribution of increments to FECs.
- 13.21 The number of increments available to each FEC shall be determined in the negotiations in Article 19. In special circumstances the Provost, following consultation with the Association, may permit an FEC to exceed that number.
- 13.22 The total number of increments available to an FEC shall be inclusive of increments for Department Chairs even though FEC may not award such increments. Increments awarded by the Board to Academic Administrators shall not be a charge against the number of increments available to FEC.

The award of increments to a staff member

- 13.23 Each year, the Department Chair shall recommend to FEC whether a staff member should receive an increment based on performance in the preceding year. Such a recommendation shall be submitted to FEC for each staff member in the Department, except for the Department Chair. The recommendation shall be one of the following:
- a) a single increment;
 - b) a multiple increment, which may be one and one-half, double, two and one-half or triple a single increment;
 - c) a one-half increment, which is one-half of a single increment;
 - d) a partial increment, which is an increment that is less than a single increment but not a one-half increment and which will bring the salary of a staff member to the salary ceiling of the staff members present rank;
 - e) a special increment, which is an increment that is greater than a single increment but not a multiple increment, which will bring the salary of a staff member to the salary minimum of the next higher rank;
 - f) no increment.
 - g) In addition to the above, increments may be awarded in quarter increments ranging from 0.50 to 3.00 (i.e., 0.50, 0.75, 1.00, 1.25, 1.50, 1.75, 2.00, 2.25, 2.50, 2.75, 3.00). An incrementation award of less than 1.0 will remain appealable.

No increment awarded

- 13.24 If a Department Chair recommends that no increment be awarded to a staff member, or if FEC decides that no increment be awarded to a staff member, in either or both cases, the decision shall be cited as one of the following:
- 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;
 - d) that academic performance is unsatisfactory and unacceptable.

Pro-rated increment

13.25 A staff member whose appointment takes effect in the period July 1 to October 1, inclusive, is eligible to receive a full increment at one of the values referred to in 13.23 on the next following July 1. A staff member whose appointment takes effect in the period October 2 to June 1, inclusive, is eligible to receive a pro-rated increment on the next following July 1, the proportion of a full increment depending on the number of months he or she will have served by July 1. A staff member whose appointment takes effect in the period June 2 to June 30, inclusive, will not be eligible to receive an increment on the next following July 1.

Promotion and awarding tenure

13.26 The promotion of a staff member and the award of tenure shall be decided by FEC following review of the staff member's performance over the complete career.

13.27 A recommendation for tenure, received by FEC in accordance with the procedures of Article 12, shall automatically include recommendation for designation as associate professor.

13.28 Eligibility to apply for promotion or the award of tenure is determined as follows:

- a) A staff member appointed as an associate professor on probation leading to consideration for tenure as described in 12.01 and whose current salary is within one increment of, or is higher than, the salary minimum of professor is eligible to make a joint application for tenure and promotion to professor. In that event, FEC may decide not to consider an application for promotion, as the FEC deems appropriate. In that case the FEC decision not to consider a promotion application is final and not appealable under article 15. All other provisions of the collective agreement shall continue to apply.
- b) A tenured staff member shall be eligible to apply for promotion to the rank of professor when his or her current salary is within one increment of, or is higher than, the salary minimum of professor.

13.29 When a staff member is eligible for promotion to the rank of professor, the staff member may apply to FEC to be considered for promotion. Such application shall be sent to the FEC Chair with a copy to the Department Chair prior to the specified date for submission of materials to FEC. (See 13.31 (d)).

13.30 Notwithstanding 13.28, a staff member who is otherwise ineligible may apply for promotion if the Department Chair informs the staff member of intention to recommend a multiple increment or a special increment sufficient to bring the salary of the staff member to the salary minimum of professor or higher and that the Department Chair will support promotion; consideration of such application by FEC shall be conditional on the award of the multiple increment or the special increment.

13.31 FEC shall determine procedures governing applications for promotion and for the award of tenure. Such procedures shall provide for the following:

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

13.32 Upon receipt of the application for promotion and documentation under 13.29, the Department Chair shall decide either to support the application for promotion or to oppose the application for promotion at the FEC hearing and shall so advise the staff member through the Department Chair's submission to FEC under 13.35.

- 13.33 A staff member who is promoted shall be awarded not less than a single increment in conjunction with such promotion. An assistant professor who is awarded tenure and who is promoted to associate professor shall be placed on the salary schedule at the salary minimum of associate professor unless the salary plus the increment awarded in conjunction with the award already exceeds that amount.

Annual review of performance

- 13.34 In preparation for submission of a recommendation to FEC under this Article, the Department Chair shall review the performance of each staff member in the Department in the year under review, the particular year being determined by Faculty Council. The performance shall be reviewed in relation to the responsibilities under Article 7 and to the standards under 13.04 and 13.05. Each review shall include a meeting between the staff member and the Department Chair and such other consultation as the Department Chair deems necessary, provided that a meeting between the staff member and the Department Chair shall not be required if the staff member is not available or refuses to meet.

Recommendation of the department chair

- 13.35 Upon completion of the review under 13.34, 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 staff member concerning one of the following, depending on the case:
- a) a recommendation for merit incrementation under 13.23;
 - b) a statement as to whether or not the Department Chair supports an application for promotion to professor;
 - c) a recommendation under 12.11, 12.12, 12.15 or 12.17

At the same time, the Department Chair shall advise the staff member of the date of the FEC hearing.

- 13.36 Notwithstanding 13.34 and 13.35, if a staff member is in the last year of the probationary appointment, the review of the Department Chair shall cover the entire probationary period with respect to a recommendation to FEC under Article 12 as well as the year under review with respect to a recommendation to FEC under 13.23.
- 13.37 During the period that the staff member is serving a probationary period, the Department Chair shall, following the meeting under 13.34, advise the staff member in writing of the staff member's progress.

Confidential material

- 13.38 Unless there is a contrary decision of Faculty Council, confidential academic evaluations of the work of a staff member may be received by FEC. Such statements and material shall not be provided to the staff member; rather, where the staff member has the right to appear before FEC, the FEC Chair shall prepare a summary of the confidential material so received and provide the staff member and the Department Chair with a copy thereof at least ten days prior to the FEC hearing. The summary statement so prepared shall be in sufficient detail to enable the staff member to know the case he or she has to meet.
- 13.39 Under no circumstances shall confidential material rendered in proceedings under this Article be used against the author thereof in collateral proceedings.

FEC procedures

- 13.40 FEC shall use its best efforts to schedule its meetings so that:

- a) all decisions about renewal of probationary appointments and granting of tenure are reached by December 20; and
- b) all decisions about increments and promotion are reached by March 10.

The schedule shall provide for sufficient time for the consideration of contested cases.

- 13.41 A quorum for FEC shall be not less than eighty percent of the members of FEC. When FEC is considering tenure cases, the member added under 13.13 (e) shall be present.
- 13.42 All decisions of FEC are by majority vote of the members present and eligible to vote.
- 13.43 FEC may permit resource persons to attend meetings to assist in the administration of its activities.
- 13.44 FEC is authorized (a) to approve the recommendations of Department Chairs made under Articles 12 and 13 or (b) not to approve such recommendations and to vary the outcome.
- 13.45 FEC may adjourn from time to time.
- 13.46 When FEC has reached a decision, the FEC Chair shall, as soon as possible thereafter and normally within 15 days of the decision, convey the decision in writing to the staff member at the staff member's campus mail address. The decision shall take effect on the following July 1.
- 13.47 The staff member may appeal the decision of FEC to the General Appeals Committee under Article 15.

Contested cases

- 13.48 A contested case is one where the staff member has the right to appear before FEC. A staff member has the right where:
 - a) the Department Chair recommends that less than a single increment be awarded, except where the staff member is within one increment from the salary maximum of the rank and has not applied for promotion;
 - b) the Department Chair recommends that no further appointment be offered to a staff member;
 - c) the staff member applies for promotion and the application is not supported by the Department Chair;
 - d) cases arise pursuant to 13.64.
- 13.49 At least 10 days before the hearing, the staff member shall advise the FEC Chair of the intention to appear or to submit material or both. Should the staff member submit materials to the FEC Chair they shall be copied to the Department Chair and shall contain:
 - a) a statement in reply to the recommendation of the Department Chair;
 - b) any written material relevant to the case; and
 - c) a list of names of persons the staff member intends to call before FEC.
- 13.50 At least 5 days before the hearing, the Department Chair shall submit to the FEC Chair, with a copy to the staff member (subject to 13.38):
 - a) a statement in reply to staff member's submission;
 - b) any written material relevant to the case; and
 - c) a list of names of persons the Department Chair intends to call before FEC.
- 13.51 If the FEC Chair is of the opinion that any of the material is too bulky for cost effective reproduction, or is of no or of marginal relevance to the case, the FEC Chair shall prepare a list of that material together with a short summary of the content thereof, and shall forward such list and summary to the staff member, the Department Chair and FEC. The original of the material shall be held available in the FEC Chair's office for examination at any reasonable time by the staff member or the Department Chair, and shall be available at the FEC hearing.

FEC hearings in contested cases

- 13.52 FEC is not bound by rules of evidence or procedures applicable to courts of law.
- 13.53 Procedural rulings shall be made by the FEC Chair but are subject to reversal by majority vote of FEC.
- 13.54 Except for material received under 13.38, if written material is disputed by either the staff member or the Department Chair, FEC shall not receive the material unless the writer appears before FEC for questioning. If the writer is not available to appear, the FEC Chair shall rule on the admissibility of the material.
- 13.55 Both the staff member and the Department Chair have the right to call and question witnesses, to question one another and to present oral arguments.
- 13.56 If a staff member chooses to appear before FEC to present a case, both the staff member and the Department Chair shall be entitled to be present during the presentation of the case.
- 13.57 The FEC Chair shall determine the order of presentation of material, of directing questions and of oral arguments.
- 13.58 The staff member shall present the case personally, except when the staff member is on leave or sabbatical in which case the staff member may appoint another staff member to act as representative. The staff member has the right to be accompanied by an advisor, but not legal counsel.
- 13.59 At the FEC hearing, additional material may be submitted by the staff member and the Department Chair in exceptional circumstances, but FEC may, in its discretion, refuse such material where it is satisfied that the position of the Department Chair or the staff member will be unfairly prejudiced or that an adjournment to deal properly with the material would carry the proceedings beyond the time limits specified in 13.40. When FEC accepts the additional material, it may, at its discretion, elect to extend all time lines in order to permit the Department Chair or the staff member to respond to the material.
- 13.60 FEC has the right to request additional material and to call further witnesses.
- 13.61 The onus shall be on the Department Chair to satisfy FEC that, on the basis of the evidence submitted, the recommendation is appropriate.
- 13.62 The Department Chair shall withdraw from the hearing of the FEC which considers the case following the hearing of witnesses and presentation of materials, i.e., before the deliberation portion of the meeting, except where the Department Chair supports the position of the staff member in which case the Department Chair shall attend the deliberation portion of the meeting and be allowed to vote.
- 13.63 FEC is not required to issue reasons for its decision and shall convey the decision in accordance with 13.46.

Preliminary position of FEC

- 13.64 After initial consideration, FEC may not be prepared to endorse:
- a) a recommendation for a further appointment;
 - b) an application for promotion which has been supported by the Department Chair;
- or may be prepared:
- c) to award an increment which is less than a single increment or to award no increment when the recommendation of the Department Chair was greater than the FEC is prepared to endorse; or
 - d) to cite a no increment award as unsatisfactory and unacceptable when the recommendation of the Department Chair was not so to cite.

Such circumstances shall be considered as the preliminary position of FEC, and in the cases of 13.64 (a) and 13.64 (b), may be considered contentious decisions (under 13.82).

- 13.65 In a case arising under 13.64, within 3 days after the end of the FEC meeting, the Department Chair shall inform the FEC Chair, in writing, whether the Department Chair (i) continues to support the original recommendation to FEC or (ii) now supports the preliminary position of FEC or (iii) now supports some other position. In the case of (iii), the Department Chair shall specify what that new position is and the reasons for supporting it.
- 13.66 In a case arising under 13.64, the FEC Chair shall, within 5 days after the end of the FEC meeting, inform the staff member, in writing, of the Department Chair's position and of the preliminary position of FEC, provide the staff member with the issues of concern to FEC, and offer to meet with the staff member to discuss the case.
- 13.67 Notwithstanding 13.64 (b), if the recommendation of the Department Chair is that an appointment with tenure be offered to the staff 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 12.16(c)) or decides to offer a second probationary appointment (under 12.14(a)), then such a decision is final and binding and the provisions of 13.65 and 13.66 shall not apply.

Reconsideration of preliminary position by FEC or referral to PRC

- 13.68 The staff member may, within 5 days of receipt of the information under 13.66, inform the FEC Chair, in writing, whether or not the staff member wishes the case to be reconsidered by FEC or to be referred to PRC (under 13.84). At the same time, the staff member shall send a copy to the Department Chair.
- 13.69 If the staff member does not request reconsideration by FEC or referral to PRC, the preliminary position of FEC shall be the decision of FEC and that decision shall be final and binding.
- 13.70 If the staff member decides that the case shall be reconsidered by FEC, the FEC Chair shall advise the staff member of the time and place of the reconsideration.

FEC procedures for reconsideration hearing

- 13.71 At least 10 days before reconsideration by FEC, the staff member shall submit to the FEC Chair with a copy to the Department Chair:
- a) a statement advising FEC whether or not the staff member shall appear before FEC to present a case;
 - b) any material in response to the preliminary position of FEC as communicated to the staff member under 13.66 and any other material relevant to the case;
 - c) a list of names of persons who shall attend the reconsideration by FEC as witnesses for the staff member; and
 - d) a statement indicating the staff member's minimum acceptable decision by FEC.
- 13.72 On receipt of the information/material under 13.71, the FEC Chair shall send copies to FEC.
- 13.73 At least 5 days before the reconsideration by FEC, the Department Chair shall submit to the FEC Chair, with a copy to the staff member:
- a) a statement in reply to the staff member's submission under 13.71 including a statement as to whether or not the Department Chair supports the minimum acceptable position of the staff member;
 - b) any written material relevant to the case;
 - c) a list of names of any persons the Department Chair intends to call before FEC.
- 13.74 On receipt of the information/material under 13.73, the FEC Chair shall send copies to FEC and to the staff member.

- 13.75 The general procedures for FEC hearings in contested cases (13.52 to 13.63) shall apply to reconsideration cases. However, the following special procedures shall apply to reconsideration cases:
- a) The FEC Chair shall open the proceedings by making a statement which summarizes the case to that point;
 - b) The staff member then presents his or her case;
 - c) The Department Chair then makes a statement in response;
 - d) FEC may then question the staff member, the Department Chair and any witnesses;
 - e) FEC then enters into the deliberation portion of the hearing.
 - f) At the deliberation portion of the hearing, the staff member shall not be present;
 - g) At the deliberation portion of the hearing, the Department Chair shall not be present unless he or she supports the staff member's minimum acceptable decision by FEC, or greater, in which case the Department Chair shall participate in the deliberation portion as a regular FEC member.
 - h) FEC shall convey the decision in accordance with 13.46.

Composition and Responsibility of President's Review Committee

- 13.76 The PRC shall consist of a Chair, which shall be the President, and at least 12 persons appointed as PRC members under 13.13 (d).
- 13.77 Each PRC member will have a vote. Where the vote of the PRC members results in a tie, the PRC Chair shall vote.
- 13.78 Each year, PRC will review and compare the implementation of FEC standards of performance related to the award of tenure or promotion to professor.
- 13.79 PRC may review the standards of performance, and the implementation of those standards, in tenure or promotion to professor decisions in any specific FEC. Such decisions may be referred to PRC at the request of any of the following people: the FEC Chair, the Dean of the Faculty, or the PRC member.
- 13.80 PRC may make recommendations in writing to FECs regarding their standards of performance, and implementation of those standards, in tenure or promotion to professor decisions.
- 13.81 Following receipt of recommendations under 13.80, the FEC shall review its standards of performance, and the implementation of those standards, in tenure and promotion to 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 (13.09).

Contentious decisions

- 13.82 Under exceptional circumstances where any of the staff member, FEC Chair, Dean of the Faculty, or the PRC member consider that an FEC decision (in the case of granting tenure or promotion to professor) or preliminary position (in the case of terminal denial of tenure or denial of promotion to professor) is contentious because it is unfair or procedurally flawed, then the case may be referred to PRC for review. In cases where the preliminary position of FEC is terminal denial of tenure or denial of promotion to professor, the staff member's consent must be obtained prior to referral to PRC.
- 13.83 Such contentious decisions must be identified by the FEC Chair, Dean of the Faculty, or the PRC member by the end of the FEC meeting. The FEC Chair shall notify the staff member in writing of the contentious decision immediately following the end of the FEC meeting at the staff member's campus mail address. The FEC Chair shall notify the PRC Chair of the contentious decision within 5 days of the end of the FEC meeting (subject to the approval of the staff member in the case of denial of tenure or promotion to professor).
- 13.84 Such contentious decisions by FEC may also be referred to PRC by the staff member involved as an alternative to a direct request for reconsideration of the preliminary decision by FEC (13.68).

Referral shall be made by the staff member to the PRC Chair, in writing, within 5 days of receipt of a preliminary decision by the FEC Chair (under 13.66).

PRC review of contentious decisions

- 13.85 PRC will review contentious decisions based on all materials relevant to the case considered by FEC and based on the statement provided by the person referring the case to PRC (13.89 (a) or 13.91 (a)), and may either uphold the FEC decision (or preliminary decision) or recommend reconsideration by FEC.
- 13.86 PRC will schedule meetings to review contentious decisions no sooner than 20 days from the date of referral of the case to PRC.
- 13.87 The PRC Chair will notify the staff member, the Dean of the Faculty, and the FEC Chair of the timing of the PRC review meeting.
- 13.88 A panel for PRC review of contentious cases shall be 5 PRC members and the PRC Chair. Selection of the 5 panel members shall be on a rotation basis, provided that if a PRC member selected by rotation is unable to serve, the PRC Chair shall select the next PRC member in the rotation. The PRC member for the FEC involved shall not be present at the PRC review meeting.

Contentious denial of tenure or promotion

- 13.89 At least 10 days before the PRC review meeting:
- a) the person referring the case to PRC, subject to the approval of the staff member, shall submit to the PRC Chair, a statement outlining the reasons for referral to PRC; and
 - b) the FEC Chair shall submit all materials relevant to the case considered by FEC.
- 13.90 On receipt of information/material under 13.89, the PRC Chair shall send copies to the PRC members who will be reviewing the contentious case.

Contentious granting of tenure or promotion

- 13.91 At least 10 days before the PRC review meeting:
- a) the person referring the case to PRC shall submit to the PRC Chair, a statement outlining the reasons for referral to PRC; and
 - b) the FEC Chair shall submit all materials relevant to the case considered by FEC.
- 13.92 On receipt of information/material under 13.91, the PRC Chair shall send copies to the PRC members who will be reviewing the contentious case.

Decision of PRC and recommendation to FEC for reconsideration

- 13.93 Following the PRC review meeting, PRC may either uphold the FEC decision or recommend reconsideration by FEC. PRC's position, along with any reasoned recommendations, shall be submitted in writing to the FEC Chair within 10 days of the PRC review meeting. The staff member shall also be notified by the PRC Chair of PRC's decision, in writing and with reasons, within 10 days of the PRC review meeting. In the case that the PRC upholds an FEC decision to deny tenure or promotion to professor, the staff member may request reconsideration by FEC. In the case that PRC upholds an FEC decision to grant tenure or promotion to professor, the FEC decision shall take effect in accordance with 13.46.
- 13.94 The staff member may, within 5 days of the receipt of the information under 13.93, inform the FEC Chair, in writing, whether or not the staff member wishes the case to be reconsidered by FEC. At the same time, the staff members shall send a copy to the Department Chair.
- 13.95 If a case is referred to FEC for reconsideration under 13.94, FEC shall reconsider the contentious case in accordance with procedures outlined under 13.71 to 13.75 and taking into consideration PRC's recommendations.

Article 14: Unacceptable Academic Performance

- 14.01 The FEC Chair shall refer to the record of a staff member to the Provost with a recommendation that the staff member be disciplined for unacceptable academic performance if FEC has cited performance as unsatisfactory and unacceptable, provided that the staff members performance has also been cited as unsatisfactory and unacceptable in either of the two preceding years and further provided that, if the staff member had appealed the FEC decision to GAC, such appeal was not upheld.
- 14.02 The record of the staff member shall include copies of all material about the staff member which had been before FEC in the last three years and before GAC in any appeals made by the staff member in those years and any additional material which the FEC Chair adds to support the recommendation.
- 14.03 The recommendation shall be filed with the Provost within twenty days of the decision of FEC or, if the decision has been appealed under Article 15, the decision of GAC.
- 14.04 At the same time the FEC Chair shall provide to the staff member a copy of the material under 14.01 and 14.02 except that which is confidential.
- 14.05 The staff member may submit material in response to that submitted under 14.01, 14.02 and 14.04, with such material to be submitted to the Provost within fifteen days of receipt of the material under 14.01, 14.02 and 14.04.
- 14.06 The Provost shall offer to meet with the staff member within twenty days of the receipt of the recommendation under 14.03 or within ten days of the receipt of the material under 14.05. Each party may be accompanied by an advisor at such a meeting but each party shall, not later than the day before the meeting, inform the other who the advisor will be.
- 14.07 Following any meeting under 14.06 and any other consultations the Provost chooses to have, the Provost shall, in writing, within 10 days:
- a) not approve the recommendation of the FEC Chair; or
 - b) penalize the staff member in accordance with 16.14, stating the effective date of such penalty.
- 14.08 The Provost shall, as soon as possible, after reaching a decision under 14.07, advise the staff member, the FEC Chair and the Association of the decision, in writing.
- 14.09 The onus shall be on the FEC Chair to establish that, on the balance of probabilities, the academic performance of the staff member be declared unsatisfactory and unacceptable and that a penalty be assessed by the Provost.
- 14.10 The staff member may appeal the decision under 14.07 by so advising the Provost, in writing, within ten days of the date of that decision.
- 14.11 Within 10 days of receipt of the notice of appeal under 14.10, the Provost shall establish a review board to consider the appeal. The membership of the review board shall be:
- a) one person who is familiar with the academic discipline of the staff member appointed by the FEC Chair;
 - b) one person who is familiar with the academic discipline of the staff member appointed by the staff member; and
 - c) one person appointed by the other two appointees to chair the review board.
- 14.12 The review board shall consider the case and shall decide, on the balance of probabilities, whether or not the decision of the Provost under 14.07 should be upheld, varied or dismissed.
- 14.13 In its consideration of the appeal, the review board shall follow the procedures for arbitration in Article 29 except those set out in 29.02, 29.03, 29.09, 29.10, 29.16, 29.23 and 29.24.

- 14.14 Notwithstanding the provisions of 29.16, the onus shall be on the staff member to establish, on the balance of probabilities, that the decision of the Provost should be quashed or varied.
- 14.15 The decision of the review board shall be final and binding.
- 14.16 Each party shall bear the fees and expenses of his or her own appointee to the review board under 14.11 while the two parties shall share equally the fees and expenses of the review board chair.
- 14.17 If the review board upholds the appeal of the staff member and if FEC determines that the performance of the staff member is unsatisfactory and unacceptable in either the following year or the next following year, the conditions would again exist for another referral under 14.01.
- 14.18 All dates and times established by this Article may be varied by the mutual written consent of the staff member, the FEC Chair and the Provost.

Article 15: Appeals

Definitions

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

GAC membership

- 15.02 Appeals under this Article shall be heard by a committee to be known as GAC, the membership of which shall be:
- a) the Provost, or designate as Chair;
 - b) three tenured staff members selected by the Provost from the list established in accordance with 15.03, none of whom shall be from the same Faculty as the Appellant; and
 - c) subject to 15.04, two tenured staff 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.
- 15.03 The three staff members described in 15.02(b) shall be selected from a list to consist of at least twelve tenured staff members who shall be appointed jointly by the President and the President of the Association. Membership on the list shall be for a term of three years, staggered, and a member may be reappointed. Selection of the three staff members from the panel shall be on a rotation basis, provided that if a staff member selected by rotation is unable to serve, the Provost shall select the next person in the rotation.
- 15.04 Where the Appellant is from a departmentalized Faculty, the two staff members referred to in 15.02(c) shall not be from the same Department as the Appellant; however, if the President and the President of the Association agree, either or both of the staff members may be from the same Department as the Appellant.
- 15.05 Notwithstanding the provisions of 15.02(c) and 15.04, where the President and the President of the Association are of the opinion that, because of the limited size of the Faculty of the Appellant, the membership of GAC under those clauses is not appropriate, they may vary by agreement such membership, bearing in mind the principles of 15.02(c) and 15.04 and after consultation with the Appellant and the Respondent.
- 15.06 No members of the committee whose decision is being appealed may be members of GAC.

- 15.07 Subject to 15.08, the quorum of GAC shall be all the members provided for in 15.02.
- 15.08 If, after a hearing commences, one GAC member appointed under 15.02(b) or one GAC member appointed under 15.02(c), or both, cannot continue to serve due to circumstances beyond the members control as determined by the Chair, a quorum shall exist notwithstanding the absence of such member or members for the balance of the proceedings.

Right to appeal

- 15.09 A staff member may appeal the following decisions to GAC in accordance with the provisions of this Article, provided that the staff member has appeared before FEC to present a case or has submitted documentation to FEC to support a case:
- a) the decision of FEC not to offer a further appointment upon the termination of a probationary appointment;
 - b) the decision of FEC not to award promotion upon the application of the staff member; and
 - c) the decision of FEC not to award an increment or to award an increment which is less than single in value.
- 15.10 Where a staff member appeals under both 15.09(b) and (c), the appeals shall be consolidated and shall be heard and determined by GAC as one appeal.

Pre-hearing procedures

- 15.11 As soon as reasonably possible after the receipt of appeal documents by the Chair, the members of GAC shall be selected in accordance with 15.02 to 15.06.
- 15.12 Upon the selection of the members of GAC, the Chair shall notify the Appellant and the Respondent of the names of each member. Within one week of receiving notice of the names of the GAC members appointed under 15.02(b) or (c), the Appellant or the Respondent may file an objection in writing with the Chair to any such member sitting on the appeal on the ground of reasonable apprehension of bias, and such objection shall state the basis upon which it is made.
- 15.13 If the Chair is of the opinion that a reasonable apprehension of bias has been made out by the objector, the Chair shall take steps to have a replacement appointed in accordance with the procedures set out in 15.03 to 15.06.
- 15.14 A decision of the Chair under 15.13 may be made without a hearing and shall be final and binding.
- 15.15 Within ten days of the date the decision of FEC is mailed to the Appellant, the Appellant may commence an appeal. The Appellant shall file with the Chair a statement of appeal and enclose a copy of the letter advising the staff member of the FEC decision being appealed.
- 15.16 As soon as reasonably possible following receipt of the letter under 15.15, the Chair shall request of the Respondent a copy of all materials submitted to FEC.
- 15.17 Within five days of the date of the request in 15.16, the Respondent shall file with the Chair all materials submitted to FEC.
- 15.18 As soon as reasonably possible following the receipt of the materials in 15.17, the Chair shall send an indexed copy thereof to the Appellant.
- 15.19 Within fifteen days of the date the material forwarded in 15.18 is mailed to the Appellant, the Appellant shall file with the Chair a detailed written statement which shall include:
- a) the basis on which the appeal is lodged, including a statement of the grounds on which the decision of FEC is considered to be inappropriate;
 - b) the decision which the Appellant requests the GAC to make, such decision to be consistent with the powers of GAC as set out in 15.50;
 - c) a list of those persons whom the Appellant wishes to appear before GAC as witnesses;

- d) the name of any Advisor, if any, who will accompany the Appellant at the GAC hearing; and
 - e) such other material as the Appellant considers to be relevant that was not submitted in the proceedings before FEC recognizing that GAC 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 or could have requested the Department Chair to have presented it to FEC.
- 15.20 As soon as reasonably possible following the receipt of the materials in 15.19, the Chair shall send an indexed copy thereof to the Respondent.
- 15.21 Within fifteen days of the date the material forwarded under 15.20 is mailed to the Respondent, the Respondent shall file with the Chair a detailed written statement which shall include:
- a) a statement in reply to the statement and materials submitted by the Appellant under 15.19;
 - b) the minutes of FEC, if any, as they relate to the Appellant;
 - c) a list of those persons whom the Respondent wishes to appear before GAC as witnesses;
 - d) the name of any Advisor, if any, who will accompany the respondent at the GAC hearing;
 - e) a copy of the standards statement adopted by the Faculty Council of the Appellant in accordance with 13.03;
 - f) such other material as the Respondent considers to be relevant that was not submitted in the proceedings before FEC, recognizing that GAC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the party seeking to adduce the evidence could have presented it to FEC.
- 15.22 Subject to 15.53 to 15.58, as soon as reasonably possible following receipt of the material forwarded under 15.21, the Chair shall send an indexed copy thereof to the Appellant.
- 15.23 Notwithstanding 15.18 and 15.20, if the Chair is of the opinion that any of the material is too bulky for cost-effective reproduction, or is of no or of marginal relevance to the case, the Chair shall prepare a list of that material, together with a short summary of the content thereof, and shall forward such list and summary to the Appellant or Respondent, as the case may be. The original of the material shall be held available in the Chairs office for examination at any reasonable time by the Appellant, the Respondent and the members of GAC.
- 15.24 Notwithstanding the time limits set out in 15.19 and 15.21, the Chair, on the application of the Appellant or the Respondent, may extend in writing any of the said time limits where the Chair is of the opinion that the applicant for an extension has a reasonable ground for requesting such extension. The decision of the Chair may be made without a hearing and shall be final and binding.
- 15.25 The Chair shall determine the time and place for a hearing of the appeal, such hearing to be held within a reasonable time after all materials have been filed pursuant to 15.19 and 15.21, but no earlier than six weeks after filing of the notice of appeal.
- 15.26 The Chair shall give at least ten days written notice of hearing to the Appellant and the Respondent.

Hearing procedures

- 15.27 GAC shall hold a hearing on the appointed date, time and place, and such hearing shall be restricted to GAC, Appellant, Respondent, Advisors, Witnesses and such resource personnel as GAC determines.
- 15.28 GAC may adjourn the hearing from time to time.
- 15.29 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 four 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 six weeks of the date of issuance of the decision of GAC.

- 15.30 The Chair shall make available to members of GAC a copy of all the materials filed with the Chair under this Article.
- 15.31 At the hearing, GAC may not accept any written evidence that was not submitted in accordance with 15.19 and 15.21 unless it is of the opinion that, with the exercise of reasonable diligence, the party seeking to adduce the evidence could not have done so in accordance with the said clauses.
- 15.32 Subject to 15.53 to 15.58, GAC may accept any oral or written evidence that it, in its discretion, considers proper, whether admissible in a court of law or not.
- 15.33 GAC has the right to request additional material and to call and compel the attendance of further witnesses. If GAC obtains additional material it shall provide a copy to the Respondent and to the Appellant, subject to the confidentiality provisions of 15.53.
- 15.34 GAC is not bound by rules of evidence or procedures applicable to courts of law.
- 15.35 Both the Appellant and the Respondent have the right to call and question witnesses, to question one another and to present oral arguments.
- 15.36 The order of presentation at the hearing shall be as follows:
- a) the Respondents case;
 - b) the Appellants case;
 - c) rebuttal by the Respondent;
 - d) material and/or witnesses of GAC under 15.33, if any;
 - e) closing argument by the Respondent; and
 - f) closing argument by the Appellant.
- 15.37 It shall be the responsibility of the Appellant and the Respondent to secure the attendance of the witnesses to be called by each.
- 15.38 The onus of proof, which shall be on the balance of probability, shall be on the Appellant.
- 15.39 Procedural rulings shall be made by the GAC Chair but are subject to reversal by majority vote of GAC.

Post-hearing procedures

- 15.40 Upon the conclusion of the hearing or within a reasonable time thereafter, GAC shall deliberate in private and render a decision by majority vote.
- 15.41 Subject to 15.08, all members of GAC shall vote, except for the Chair.
- 15.42 Where the vote of the members of GAC is a tie, the Chair shall vote.
- 15.43 The vote of the members of GAC shall be by secret ballot.
- 15.44 The decision of GAC shall be set out in a written statement by the Chair, with reasons, and a copy thereof shall be sent to the Appellant and to the Respondent within two weeks of the conclusion of the hearing.
- 15.45 The decision of GAC shall be final and binding.
- 15.46 The decision of GAC shall be made no later than June 30 next following the date of the FEC decision.
- 15.47 All binders of material are to be returned, except from the Appellant and Respondent, and destroyed. All notes are to be destroyed six weeks from the date of the decision.

Jurisdiction of GAC

- 15.48 GAC shall:
- a) allow the appeal if it finds the decision to have been inappropriate based on the evidence before it; or
 - b) dismiss the appeal.
- 15.49 If GAC finds that there has been non-compliance with the procedures of this Agreement in the proceedings before FEC or in proceedings before GAC, it may, nevertheless, dismiss the appeal if it finds the decision of FEC to be appropriate.
- 15.50 Where GAC allows the appeal, it has the power:
- a) in the case of an appeal of a decision by FEC not to offer a second probationary appointment, to award such an appointment;
 - b) in the case of an appeal of a decision by FEC not to offer an appointment with tenure upon the termination of a second probationary period, to award such an appointment or to extend the probationary period by one year (but only if such an extension has not been approved for an earlier year by FEC or GAC);
 - c) in the case of an appeal of a decision by FEC to award less than a single increment or no increment, to replace FEC's decision with one which is more favorable to the staff member but such decision shall be restricted to: a single increment; a half increment; a partial increment; or an alternative citation of no increment (under 13.22); in the case of an appeal of a decision by FEC to award less than a single merit increment, to award an increment which is greater than that awarded by FEC but which shall be one of a half increment, a partial increment or a single increment;
 - d) in the case of an appeal of a decision by FEC to award no increment, to uphold the decision to award no increment but GAC may change any identification as to meaning in the decision made under 13.22 to any other identification more favorable to the Appellant; and
 - e) in the case of an appeal of a decision by FEC not to promote, to promote. If FEC had awarded the Appellant less than a single increment at the same time, the decision of GAC shall include the award of a single increment.
- 15.51 GAC shall be bound by the standards approved under 13.03.

Time limits

- 15.52 Except for the times established in 15.19 and 15.21, to which 15.24 applies, all dates and times established by this Article may be varied by the mutual written consent of the Appellant, the Respondent and the Chair.

Confidentiality

- 15.53 The Chair shall not forward any confidential material received under 15.21 (and described in 13.36) to the Appellant under 15.22 but, instead, shall send a copy of the summary of such material prepared under 13.36 to both the Appellant and Respondent. Similarly, the Chair shall not forward any confidential material received under 15.33 to the Appellant but, instead, shall send a copy of a summary prepared by the Chair to both the Appellant and the Respondent.
- 15.54 A written instrument referred to in 15.53 shall be made available to members of GAC by the Chair, and may be taken into account by GAC in rendering a decision.
- 15.55 Subject to 15.57, all written materials submitted in an appeal to GAC, together with all oral evidence and argument, shall be held in confidence by all persons involved in an appeal and shall not be disclosed to any person.
- 15.56 Subject to 15.58, the deliberations of GAC shall be held in confidence by the members thereof and shall not be disclosed to any person.
- 15.57 The confidential information described in 15.55 and 15.56 may only be disclosed by a person involved in an appeal to another person:
- a) when required to do so by law; or

- b) to the extent necessary for the proper performance of the duties of the person involved in the appeal, and for the purposes of the appeal as determined by the Chair.

15.58 Where disclosure of the confidential information described in 15.55 and 15.56 is made in accordance with 15.57, the person disclosing the information shall do so only on the basis that it is disclosed to another person in confidence.

Article 16: Discipline

Written complaints about staff members

16.01.1 Any person may make a written complaint to the Provost about the conduct of a staff member, including in the complaint a description of the act or omission complained about.

16.01.2 The Provost may exercise discretion not to authorize an investigation if the complaint is vexatious or frivolous.

16.01.3 Use of this Article is inappropriate where there are other existing dispute resolution mechanisms. In such cases, disputes shall be resolved in accordance with these mechanisms. The Provost shall refer the case to the appropriate mechanism.

16.01.4 Initiation of actions under this Article shall be guided by the principles set out in Appendix I.

16.02 If the written complaint is not received by the Provost within six months of the date the alleged conduct became known or ought reasonably to have been known to the complainant, the matter shall be considered as closed, and cannot be acted on by the Provost. Where circumstances reasonably warrant, the Provost, at his discretion, may waive this clause.

Notification and Preliminary Discussion

16.03.1 On acceptance of a complaint, the Provost shall immediately send a copy of it to the respondent; at the same time, the Provost shall advise the respondent of the availability of advice by the Association and send a copy of the complaint to the Association. In the notice of complaint, the Provost shall advise the respondent of his or her right to meet directly with the Provost or his designate to discuss the complaint.

16.03.2 The purpose of this meeting is to provide the respondent and the Association the opportunity to make representation to the Provost.

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

Duties of the Provost Following Acceptance of the Complaint

16.04 The Provost shall, within ten days following receipt of the complaint, make one of the following decisions, and so advise the staff member and complainant, in writing:

- a) to authorize an investigation of the complaint; or
- b) to dismiss the complaint; or
- c) to require the complainant and the staff member to follow, within 15 days following acceptance of the complaint, the alternative dispute resolution process of 16.17-16.19.

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

16.06 [vacant]

The investigation

16.07 If the Provost authorizes an investigation of the complaint, the Provost shall within twenty days appoint a person to carry out an investigation to be completed within a reasonable period of time.

Persons appointed to carry out investigations shall be selected from a list of investigators agreed to by the parties to this Agreement.

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

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

16.08.3 If the complainant or the respondent resides outside the Edmonton area, the investigator may make electronic/telecommunication arrangements with that person, or persons, to obtain a reasonably complete account of all particulars relevant and in response to the complaint.

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

16.08.5 In any meetings between the investigator and the respondent or the complainant, those parties may be accompanied by an adviser and, in such a case, the party shall inform the investigator of the name of the adviser not later than one day before the meeting.

16.09.1 Upon completion of the investigation, the investigator shall submit a written report to the Provost, with a copy to the respondent and the complainant.

Response to the investigation report

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

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

Meeting to discuss the report and responses

16.10.1 Before making a decision, the Provost shall offer to meet with the respondent and the complainant. The Provost may contact other persons if (s)he believes such contacts will be of assistance.

16.10.2 The Provost may require further investigation. If a supplementary report is submitted, a copy will be sent to the respondent and the complainant. The procedures of 16.09.2, 16.09.3, and 16.10.1 (responses, rebuttals and meetings) shall then apply.

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

Extension of deadlines

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

Decision of the Provost

16.13 The Provost shall, in writing:

- a) dismiss the complaint; or

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

16.14 The penalty may include one or more of the following:

- a) a letter of reprimand;
- b) a fine;
- c) a reduction in salary;
- d) suspension with or without pay;
- e) dismissal; or
- f) other appropriate penalty.

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

Effect of Procedures in Alternative Forums

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

Alternative dispute resolution

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

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

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

Communications

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

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

16.21 [vacant]

Association's options

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

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

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

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

Effective date of penalty

16.25 The effective date of the penalty shall be determined by the Provost, unless the Association has decided to submit the matter to arbitration under Article 16.26.

- 16.26 If the Association has decided to submit the matter to arbitration, the effective date shall be as determined by the Arbitrator unless the Provost imposes an earlier date, which the Provost is empowered to do:
- a) in cases involving suspension or dismissal, where health, safety or welfare of the University campus community is involved or the actions under review involve an immediate threat to the functioning of the University; or
 - b) in cases alleging abandonment of employment.

Publicity resulting from discipline case

- 16.27 Proceedings under this article shall be restricted and private to persons involved. When discipline is imposed, publicity shall be restricted to those persons who have a need to know about the case (including the Department Chair and the Dean). When discipline is not imposed, publicity shall be restricted to that which is necessary to correct information which may have become known. When a resolution is reached in accordance with the procedures of 16.17 to 16.19, both parties must agree before any publicity that refers to information provided in the process can be authorized. Prior to releasing any information beyond administrative officers of the University, the Provost shall consult with the President of the Association. In cases where discipline is not imposed, the Provost shall also consult with the respondent.

Article 17: Resignation

- 17.01 A staff member intending to resign shall submit a formal letter of resignation to the Dean with as much notice as possible before the effective date of resignation.
- 17.02 The Dean shall consult with the Department Chair and the Provost. The Dean shall accept the resignation on behalf of the University.
- 17.03 The normal date of resignation shall be June 30.
- 17.04 A staff member who resigns with an effective date of resignation between September 1 and May 1, and who has not been able to take any or all of the vacation time earned between the immediately preceding July 1 and the effective date of the resignation shall receive, on resignation, an amount in lieu of vacation time missed. This amount shall be calculated on the basis of two days salary for each month between the immediately preceding July 1 and the effective date of resignation.

Article 18: Retirement

- 18.01 For the purpose of this Agreement, the "normal date of retirement" shall be the June 30 coincident with, or following, the attainment of age 65.
- 18.02 For the purpose of this Agreement, "early retirement" is defined as a decision to terminate employment under the provisions of this Article, at any date following the attainment of age 55 but prior to the normal date of retirement.
- 18.03 A staff member shall, normally, provide six (6) months written notice of intent, in accordance with the format in appendix A.2, to take early retirement.
- 18.04 For the purpose of this Agreement "deferred retirement" is defined as a decision to terminate employment under the provisions of this Article beyond the normal date of retirement.
- 18.05 For the purpose of this Agreement, the "deferred date of retirement" shall be any date beyond the normal date of retirement.

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

Phased Retirement Periods

- 18.09 A staff member shall be entitled to either a phased pre-retirement period of employment or a phased post-retirement period of employment, provided the appropriate notice periods are complied with. A staff member who has not provided the appropriate notices may be eligible for phased retirement but the decision of such eligibility shall be made by the Dean.
- 18.10 At least three (3) months prior to completing arrangements for a phased retirement period, the Department Chair shall provide in writing to the staff member the assignment of duties required under the part time status and the Department Chair and the staff member shall agree in writing on the expectations of the staff member in duties expected but not directly assigned. Such assignment and statement of expectation shall be based on application of article 7, including 7.11. A staff 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 completed in the phased retirement period.

Phased Pre-Retirement Period

- 18.11 For the purposes of this Agreement, "phased pre-retirement period" is defined as a period of leave without pay from a portion of duties, immediately preceding an early, normal, or deferred retirement date.
- 18.12 A staff member shall be entitled to a phased pre-retirement period, providing at least six (6) months written notice to the Dean of the commencement date of the phased pre-retirement period. The staff member shall agree to retire immediately upon completion of the phased pre-retirement period. This retirement date shall be irrevocable.

- 18.13 The phased pre-retirement period shall consist of one of the following sets of conditions:

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

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

Phased Post-Retirement Period

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

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

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

Article 19: Collective Bargaining

Time Lines

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

Notice to Commence Collective Bargaining

- 19.02 By December 1 of the year preceding the Expiration Date, either party may give the other notice in writing of its intent to commence collective bargaining.
- 19.03 The written notice from one party to the other for the purpose of commencing collective bargaining shall contain or be accompanied by a statement showing the name and addresses of not more than seven (7) persons authorized to do all of the following on behalf of the Board or the Association:
- a) bargain collectively;
 - b) conclude an Agreement; and
 - c) sign an Agreement.

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

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

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

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

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

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

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

Commencement of Negotiations

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

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

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

Settlement and Ratification

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

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

19.13 The parties may mutually agree to a binding settlement of unresolved bargaining issues by referral to a binding interest arbitration board.

Effect of the Collective Agreement

19.14 The provisions of the Agreement are binding on:

- a) the Association and every staff member on whose behalf it has bargained collectively; and
- b) the Board.

19.15 If the Agreement is for an unspecified term, the Agreement is deemed to provide for its operation for a term of one year from the date on which operation commences. 19.16 When the terms and conditions to be included in the Agreement have been concluded by ratification or by binding

interest arbitration, the parties shall incorporate the terms and conditions into an Agreement, and each party shall sign the Agreement

Article 20: Salaries and Benefits

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

Statutory benefits

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

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

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

Alberta Health Care Insurance (AHC)

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

Vacation

- 20.09 Each staff member shall be entitled to an annual vacation of twenty-two days.
- 20.10 The Department Chair shall approve the time of vacation. Disputes concerning vacation time shall be referred to the Dean for resolution. The decision of the Dean shall be final and binding.
- 20.11.1 Vacation is earned while on paid leave, with the vacation earned proportional to the length of the leave.
- 20.11.2 No vacation shall be earned during:
- a) leave without pay;
 - b) disability leave; or
 - c) that portion of leave with partial pay for which no salary is paid.

20.11.3 Salary in lieu of vacation shall not be paid.

Negotiated benefits

20.12 Current negotiated benefits include:

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

Eligibility for Benefits

- 20.13 A staff member who has reached the age of 65 shall be required to coordinate benefits with benefits provided by governments.
- 20.14 A staff member who has been granted leave with full pay, childbirth leave, parental leave, or who is on sabbatical shall remain eligible for full participation in the benefit programs under this Article.
- 20.15 A staff member who has been granted leave without pay or with partial pay may remain eligible to participate under the Benefits Programs provided that the staff member makes arrangements to pay all or part of the Board's portion of the premium. The staff member must participate in the Disability Benefits Program and must pay the premiums of that program unless the staff member signs a waiver of benefits for any disability incurred during the leave.
- 20.16 A staff member who is on leave with partial pay shall be entitled to medical leave benefits (at the percentage of pay provided while on leave). If disability benefits are granted under 20.14(a), and the staff member has complied with the requirement of 20.15, the disability leave regulations shall apply based on nominal rates of pay.
- 20.17.1 A staff member who requires medical leave while on sabbatical shall be governed by the provisions of Appendix E, Section M.4.
- 20.17.2 A staff member who is on assisted leave shall remain eligible for full participation in the benefit programs under this Article except 20.12(e) and 20.12(f).
- 20.17.3 A staff member who is on disability leave is eligible for full participation in the benefit programs in this Article except 20.12(e).
- 20.18 A staff member who is granted leave under clauses 20.14, 20.15, 20.17.2 and 20.17.3 does not accrue vacation for the period of leave.

Article 21: Death in Service

- 21.01 In the event of the death of a staff member, the Board shall pay to the staff member's estate a death benefit equivalent in value to the staff member's salary for the month in which the staff

member dies plus one additional month's salary regardless of the month in which the staff member dies. Such payment shall be in full payment of salary and vacation entitlement.

- 21.02 Pending further decision of the Board with notice to staff members, the Board shall provide an insurance policy which shall pay to the estate of the staff member or to the staff member the sum of \$100,000.00 for any accident resulting in death or up to \$100,000.00 for any accident resulting in dismemberment or loss of sight in consequence of and during the course of any trip while on University business, subject always to the terms and conditions of the insurance policy. Details may be obtained from the Office of Financial Services.

Article 22: Special Travel

- 22.01 In special cases, travel allowances may be granted, upon application through the Department Chair and the Dean to the Provost, to assist staff members to complete the requirements for the degree of Ph.D. or its equivalent. An example of such leave is the case of a staff member who is required to defend a doctoral dissertation. This provision is for short periods, only. The staff member is required to make necessary arrangements with the Department Chair or Dean with regard to the period the staff member must be away from the campus.
- 22.02 The staff member shall sign an agreement undertaking to remain in the service of the University for six months following receipt of the travel allowance. The amount to be repaid in default of other arrangements may be deducted from the staff member's salary entitlement.

Article 23: Medical Leave

- 23.01 In this article:
- a) "Medical leave" includes leave for sickness, injury, short term disability, consultation with health care professionals and stays in hospitals or other institutions for prescribed medical care when such event prevents the staff member from performing the duties the staff member was performing immediately prior to the commencement of the sickness or injury; and
 - b) "Medical certificate" means a certificate verifying the medical condition signed by a qualified physician.
- 23.02 Medical leave for fewer than twenty days is a departmental matter. The staff member shall inform the Department Chair of the medical leave and provide an estimate of its duration. The Department Chair may require the staff member to provide a medical certificate.
- 23.03 If a staff member has been on medical leave and absent from duties for twenty days or if the staff member expects that the medical leave will result in an absence of more than twenty days, a medical certificate shall be filed with the Department Chair. The medical certificate shall specify the nature of the sickness or injury and provide an estimate of the duration of the absence.
- 23.04 The Department Chair shall provide a copy of the medical certificate to the Dean and to the Provost. Subject to 23.09, the Provost shall formally advise the staff member that he or she is on medical leave, with the effective date of the leave to be the date the staff member was first absent from duties as a result of the illness or injury.
- 23.05 During medical leave, the staff member shall remain on full pay and benefits.
- 23.06 A staff member is eligible for medical leave under this Article for no longer than twenty-six weeks in aggregate for each sickness or injury. A new medical leave is deemed to have occurred if there has been a period of at least twenty-six consecutive weeks of service following a previously authorized medical leave.
- 23.07 If the medical leave is expected to exceed twenty-six weeks, in aggregate, the staff member shall apply for disability benefits pursuant to 20.14(a). If the staff member's application is approved, the

staff member shall be placed on disability leave. If the application is not approved, the staff member shall return to regular responsibilities.

- 23.08 Absence due to medical leave shall be considered service for determining eligibility for a sabbatical but absence on disability leave shall not be so considered.
- 23.09 If there is doubt about the medical capability of the staff member to perform the regular University responsibilities, the staff member or the Department Chair may recommend to the Provost that the staff member be examined by a qualified physician. After consultation with the Association, the Provost may require that the staff member be examined by a qualified physician selected by the Provost.
- 23.10 Following examination of the staff member, the qualified physician shall submit a report to the Provost on the medical condition of the staff member, including a statement as to whether or not the staff member is medically capable of performing the responsibilities of a staff member and, if not, an estimate of when the staff member would be able to resume those responsibilities.
- 23.11 If a medical examination is required under 23.09, the staff member shall authorize the release of any medical records to the qualified physician selected from any previous medical examinations should the physician so request. The staff member shall also authorize the examining physician to release the medical report referred to in 23.10.
- 23.12 Upon receipt of the report of the qualified physician, the Provost shall take appropriate action including, but not restricted to, the following:
- a) placing the staff member on medical leave;
 - b) requiring the staff member to continue on medical leave;
 - c) requiring the staff member to perform regular University responsibilities;
 - d) requiring the staff member to apply for disability benefits;
 - e) requiring the staff member to participate in any treatment program prescribed by the qualified physician.

Article 24: Leaves

- 24.01 Leaves shall be awarded following application for leave to be made by the staff member and approved by the appropriate officer.
- 24.02 Should leave be granted to a staff member during the probationary appointment, the term of the probationary appointment may be extended in accordance with the provisions of 12.09.

ASSISTED LEAVE

Purpose

- 24.03 The purpose of assisted leave is to help staff members pursue advanced graduate study, keeping in mind the specific needs of the University.

Availability of assisted leaves

- 24.04 The Provost may limit the number of assisted leaves that may be granted in an academic year.

Eligibility

- 24.05 A staff member is eligible to apply for assisted leave but normally the leave will not be granted to a staff member serving a probationary period.

Application for assisted leave

- 24.06 Application for assisted leave shall be made to the Dean who shall:
- a) obtain the comments of the Department Chair about the leave; and

- b) determine whether or not the leave shall be granted. The decision of the Dean shall be final and binding.

Length of assisted leave

- 24.07 The normal length of assisted leave will be one year, but leave for six months may also be granted.
- 24.08 Assisted leave shall start on January 1 or July 1.

Financial assistance

- 24.09 The salary rate of a staff member on assisted leave shall be one-half of the salary rate to which the staff member is entitled on the date the leave starts. The salary paid shall be reduced by one half of the net amount of scholarships, bursaries or forgivable loans obtained by the staff member. Net amount means the total of such aid less any tuition and registration fees.

Conditions on assisted leave

- 24.10 The following conditions apply to assisted leave:
- a) a staff member may not be granted more than a total of one year's assisted leave during his or her employment as a staff member at the University;
 - b) a staff member on assisted leave may not undertake paid work for any other employer without the written consent of the Provost; and
 - c) a staff member shall give a written undertaking to return to University employment for at least two years as soon as practicable after completing the leave period, or to refund 1/24 of the financial assistance received from the University for each month of the two year period that is not served.
- 24.11 If no other arrangements are made, repayment of the assisted leave financial assistance may be accomplished by deducting the amount due from the staff members salary that would otherwise be payable.

POLITICAL LEAVE

Purpose

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

Eligibility

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

Application

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

Length of political Leave

- 24.15 The length of political leave of a staff member who has been granted such leave under 24.14 shall be:
- a) in the case of election to the Provincial Legislature, for the period of each year when the legislature is sitting or for the life of the Provincial Legislature, if the latter is requested by the staff member and approved by the Provost;
 - b) in the case of election to the House of Commons, for the life of the Federal Parliament;
 - c) in the case of appointment as a Minister of the Crown, for the term of office; and

- d) in the case of election to municipal/local government, for a period appropriate to the circumstances.

Financial assistance

24.16 Political leave shall be without pay.

Return to service

24.17 When a term of office expires, the staff member shall inform the Provost and make arrangements for return to active service and full pay.

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

CHILDBIRTH LEAVE

24.19 For the purposes of 24.19 to 24.28, "EI" shall mean Employment Insurance or Employment and Social Development Canada – Employment Insurance.

Purpose

24.20 The purpose of Childbirth Leave is to provide a female staff member with leave for the purpose of bearing a child.

Length of childbirth leave

24.21 A female staff member shall be entitled to Childbirth Leave of up to fifteen weeks in accordance with the provisions of this Article.

Application

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

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

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

Top Up Benefits Payments

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

- a) If EI has determined that there shall be a two-week waiting period before EI Maternity Benefits begin, the staff member's Top Up payments during the two-week period shall be 95% of regular salary (less deductions) to be funded, in full, by the University's Top Up Benefits Plan. For the balance of the period of Childbirth Leave (up to ten weeks), the staff member's Top Up payments shall consist of EI Maternity Benefits plus Top Up payments from the University with such payments to be sufficient to bring total benefits payments to 95% of regular salary.
- b) If EI has determined that there will not be a waiting period before EI Maternity Benefits begin, the staff member's benefits payments (up to twelve weeks) shall consist of EI Maternity Benefits plus Top Up payments from the University with such Top Up payments to be sufficient to bring total remuneration to 95% of regular salary.
- c) Full coverage under the benefits listed in 20.05 to 20.12.

24.26 A staff member who is in receipt of EI Maternity Benefits under 24.25 shall provide documentary evidence to the University of entitlement to such benefits. Such documentation shall be required to authorize release of Top Up payments under 24.25.

Co-ordination with Medical Leave

24.27 Notwithstanding the provisions of 24.21, a staff member whose physician certifies that, for medical reasons, the staff member should be absent from University duties for a period longer than 12 weeks, such additional leave shall be considered as Medical Leave under Article 23. Furthermore, if the staff member is eligible for additional EI Maternity Benefits, payments under the Top Up Benefits Plan shall continue until the expiry of EI Maternity Benefits. Such additional period shall be considered as Medical Leave, not as Childbirth Leave.

Designation as service

24.28 Childbirth Leave shall be considered as service for purposes of sabbatical eligibility.

PARENTAL LEAVE

24.29 For the purposes of 24.29 to 24.39, "EI" shall mean Employment Insurance or Employment Insurance Commission or Employment Insurance of Canada.

Purpose

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

Eligibility and length of parental leave

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

Application

24.32 A staff member who wishes to take parental leave shall inform the Department Chair in writing as soon as possible. The Department Chair shall so advise the Dean and the appropriate Vice-President and the latter shall formally advise the staff member that the staff member has been granted Parental Leave and the terms thereof.

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

24.34 If EI does not approve the application under 24.33, Parental Leave shall not be granted with Top Up Benefits.

Top Up Benefits Payments

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

- a) If EI has determined that there will be a two-week waiting period before EI Parental Benefits begin, the staff member's Top Up payments during the two-week period shall be 95% of regular salary (less deductions) to be funded, in full, by the University's Top Up Benefits Plan. For the balance of the period of Parental Leave (up to eight weeks), the staff member's Top Up payments shall consist of EI Parental Benefits plus Top Up payments from the University with such payments to be sufficient to bring total benefits payments to 95% of regular salary.
- b) If EI has determined that there will not be a waiting period before EI Parental Benefits begin, the staff member's benefits payments (up to ten weeks) shall consist of EI Parental Benefits plus Top Up payments from the University with such Top Up payments to be sufficient to bring total benefits to 95% of regular salary.
- c) Full coverage under the benefits listed in 20.05 to 20.12.

24.36 A staff member who is in receipt of EI Parental Benefits under 24.35 shall provide documentary evidence to the University of entitlement to such benefits. Such documentation shall be required to authorize release of Top Up payments under 24.35.

Conditions

- 24.37 Parental Leave shall be considered as service for purposes of sabbatical eligibility.
- 24.38 A staff member who has been granted parental leave shall give a written undertaking to the Provost either to return to the service of the University for six months following such leave or, alternatively, to reimburse the University for all salary payments made to or on behalf of the staff member while on Parental Leave.
- 24.39 [vacant]

OTHER LEAVES

- 24.40 The Provost may grant leave with pay, with partial pay, or without pay to staff members for prescribed periods and purposes.
- 24.41 The Provost may approve secondment of staff members to other employers or agencies.
- 24.42 A staff member may apply for such leave or for secondment to the Provost who shall:
- a) obtain and consider the recommendations of the Department Chair and the Dean; and
 - b) determine whether or not to approve the application. The decision of the Provost shall be final and binding.

Article 25: General Liability Insurance

- 25.01 The Board has in place a General Liability Insurance Policy to protect the University and its staff members against certain risks to certain limits. A copy of the Policy shall be delivered to the Association. The Board continues to review the Policy to vary coverages and limits. Staff members are encouraged to apprise themselves of the existing University coverage and, where University coverage is not adequate to the needs of individual staff members, such staff members shall make their own insurance arrangements. (*See GFC Policy Manual Section 120.9 Professional Liability*).

Article 26: Indebtedness to the University

- 26.01 A staff member may, from time to time, be under a financial obligation to the Board. Without restricting the generality of the foregoing, examples of such obligations may include travel advances not used or returned, unauthorized personal expenditures on University credit cards, and over expenditures on University accounts for which the staff member has signing authority.
- 26.02 The Board shall notify the staff member of such obligation by formal notice sent to the staff member's address of record in Human Resources.
- 26.03 If the staff member does not respond within 30 days to make arrangements to discharge the obligation, the Board may deduct the amount owing from the salary due and payable to the staff member.

Article 27: Grievance

- 27.01 A grievance is defined as an allegation or complaint that there has been a violation or improper application of the terms of this Agreement.
- 27.02 Disputes for which there are specific dispute resolution mechanisms provided in this agreement (University responsibilities, appeal of supplementary professional activity, unacceptable academic performance, appeal of decisions of FEC, discipline decisions, timing of vacations, and failure to agree on interpretations of the Agreement) shall be resolved by those mechanisms and not by the grievance procedures of this Article.

- 27.03 A grievance shall be presented within six months of the date on which the action or omission being grieved occurred, or within six months of the date on which the Association should reasonably have learned that the action or omission had occurred.
- 27.04.1 Before the Association presents a formal grievance, a representative of the Association shall meet with the administrative officer responsible for the act or omission alleged to be a violation or improper application of the terms of this Agreement.
- 27.04.2 Such a meeting shall take place within 15 days of the request for the meeting. If the meeting does not take place within that time, or within a later date mutually agreed upon, the Association may proceed to 27.07.
- 27.05 The administrative officer shall deliver a decision in writing to the Association within 15 days of the meeting.
- 27.06 If the issue is not resolved by the decision, the Association may proceed to formal grievance in accordance with 27.07.
- 27.07 If the matter is not resolved, the Association shall have sole authority to determine whether to submit a formal grievance.
- 27.08 The decision of the Association to submit a grievance or not to submit a grievance is final.
- 27.09 A grievance may be submitted:
- a) by the Association;
 - b) by the Association on behalf of a staff member; or
 - c) by the Association on behalf of a group of staff members.
- 27.10 In submitting a formal grievance the Association shall:
- a) state the grievance in writing;
 - b) refer to the Article or clause in the Agreement which has been violated or improperly applied;
 - c) summarize the facts giving rise to the dispute; and
 - d) state the relief or remedy sought.
- 27.11 The grievance shall be filed with the Dean, or if the administrative official in 27.04.1 was the Dean, with the Provost.
- 27.12 If the grievance is filed with the Dean, the Dean shall:
- a) investigate the matter; and
 - b) submit a written report to the Association within fifteen days of filing the grievance by the Association, or such additional time as may be mutually agreed upon.
- 27.13 The report shall include a recommendation for resolution of the dispute.
- 27.14 The Association may accept the proposed resolution as satisfactory or, within fifteen days, refer the matter to the Provost.
- 27.15.1 If the matter is not resolved by the Dean in accordance with 27.13 and 27.14, or if the administrative official in 27.04.1 was the Dean or a Vice Provost or the Provost, the Association may request a meeting with the Provost.
- 27.15.2 The Provost, or a designate of the Provost, shall meet within 10 days to attempt resolution of the dispute.
- 27.16 If the Provost and the Association cannot resolve the dispute, either party may within forty days of filing the grievance by the Association refer the matter to arbitration in accordance with the procedures of Article 29.
- 27.17 [vacant]

- 27.18 All dates and times in this Article may be varied by the mutual written consent of the parties.
- 27.19 Failure of the Association or the Provost to act within the time periods required by this Article or as altered by 27.18 may, within five days of such failure, be drawn to the attention of the party failing to act. If the Association does not respond within ten days, the failure to act shall indicate acceptance of the proposed resolution. If the Provost does not respond, the Association may proceed to arbitration.

Article 28: Interpretation

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

Article 29: Arbitration

Scope and authority

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

Appointment of arbitrator

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

Authority of the arbitrator

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

Decisions of the arbitrator

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

29.08 Where a matter is heard by an arbitration board, the decision of the majority shall be the decision of the arbitration board; if no majority exists, the decision of the person chairing the board shall be the decision of the board .

Voluntary Binding Interest

29.09 The Board and the Association may agree in writing to refer unresolved collective bargaining issues to a three-member binding arbitration board .

- 29.10 a) The binding arbitration board shall establish its own rules of procedure .
b) The award of the binding arbitration board is binding on the parties and on the members of the Association and shall be included in the terms of the Agreement .

Timing of arbitration

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

29.12 The arbitrator shall attempt to complete the hearing within thirty days of appointment, but shall give the parties not less than ten days notice of the time and place of the hearing.

29.13 The arbitrator shall furnish to the parties a written decision as soon after the conclusion of the hearings as possible.

Procedures of arbitration

29.14 Except as required by this Agreement, the arbitrator shall determine procedures for the arbitration.

29.15 The hearings before the arbitrator shall be in private.

29.16 The onus in cases of discipline shall be upon the representatives of the Board to establish, on the balance of probabilities, that the decision reached was appropriate under the circumstances.

29.17 An arbitrator may require that, prior to the hearing, the parties submit written statements of the facts supporting their position, the points at issue, and the relief sought.

29.18 Subject to the arbitrator's discretion in ruling on the admissibility and relevance of evidence, the parties may submit, with their statements, the documents they consider relevant or may refer to the documents or the evidence they intend to submit.

29.19 The parties may amend or supplement their statement during arbitration but the arbitrator may not accept such material:

- a) if it is the opinion of the arbitrator that, with the exercise of reasonable diligence, the party seeking to amend or supplement their statement could have presented it to the arbitrator at an earlier time or
b) if acceptance of the material would unduly prejudice the other party.

29.20 The parties may present their cases orally with the permission of the arbitrator.

29.21 The arbitrator is not bound by the laws of evidence and the procedures of court nor is the arbitrator required to have witnesses sworn and, not so as to restrict the generality of the foregoing, the arbitrator may, in the arbitrator's discretion and after the arbitrator is satisfied that it is not reasonably practical to have the witness give evidence in person, accept as evidence a statutory declaration from that witness.

29.22 The arbitrator shall have the right to call witnesses and procure materials in addition to the witnesses called or the materials submitted by the parties.

Costs of arbitration

29.23 The Board and the Association shall share equally the fees and expenses of the arbitrator.

29.24 Each party shall bear its own costs of presentation to the arbitrator.

Enforcement of award

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

Article 30: [Vacant]

Article 31: Transitional

31.01 A staff member who is a lecturer or assistant professor with tenure shall continue with tenure.

Article 32: Academic Reorganization

Preamble

32.01 The Board and the Association acknowledge

- a) the importance of long range and strategic academic planning.
- b) that to serve the goals of the University of Alberta and to maintain an optimal learning and research environment, the University must have the flexibility to reorganize its academic programs and approaches to learning and to research; and
- c) that changes in academic programs are normally achieved through processes which do not adversely affect the employment status of staff members.

32.02 Academic planning may result in the Reorganization of academic programs; such Reorganization may follow a restatement of the University's mission, changes in the nature and delivery of programs, or changes in the demand for or need for a program.

32.03 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 may result in the lay off of staff members, the procedures of this Article shall apply.

Definitions

32.04 For the purpose of this Article,

- a) Program means a group of credit courses which, on completion, leads to the granting of a degree, diploma or certificate and shall be restricted to those Programs which require Ministerial approval in accordance with section 124 (h) and regulations of the *Post Secondary Learning Act*.
- b) Reorganization means the reduction, deletion or transfer of a Program within the meaning of section 124 (h) and regulations of the *Post Secondary Learning Act*.
- c) Reduction means a reduction in a Program and an anticipated reduction in the number of staff members in the Program which, in accordance with section 124 (h) and regulations of the *Post Secondary Learning Act*, follows or will result in a significant decline in the number of students, or which follows or will result in a significant decline in the length of a Program. For the purpose of this definition, the reduction shall require a reduction of not fewer than 15 percent of the staff members in the Program or 25 staff members whichever is the lesser, but in no case shall the reduction of staff members be less than 5.
- d) Deletion means the discontinuance of a Program and may include the closure of a Faculty or Department.
- e) APC means the Academic Planning Committee of GFC or any successor committee of GFC with the same general responsibilities.

- f) Minister means the Minister of Advanced Education.

Preliminary Procedures

- 32.05 A Reorganization may originate only from a recommendation from a Faculty Council to the Provost, or from a proposal by the Provost. When the Provost initiates discussion of a Reorganization, the Provost shall inform the Dean, shall provide supporting information, and shall meet with the Faculty Council to discuss the proposal.
- 32.06 The Faculty Council shall have up to four months to consider and to respond to the information; the Dean shall present the response to the Provost (at a special meeting of Faculty Council.)

Process for Approval of Reorganization

- 32.07 Following consideration of the Faculty Council's response the Provost may prepare a recommendation for Reorganization of a Program to APC. The Provost shall include the response of the Faculty Council in 32.06 with the recommendation.
- 32.08 If the Reorganization may result in a Reduction of a Program, the Provost shall also instruct the Dean to establish the committee required in 32.23.
- 32.09 Upon receiving a recommendation for Reorganization, APC shall strike a sub committee which shall consider the recommendation. The sub committee shall have six members, three of whom shall be members of APC, and three of whom shall be appointed by agreement between the President and the President of the Association. No member shall be from the Program under consideration. The six members shall select one of their members to serve as chair, with power to vote. In the event of a failure to agree on the appointed members, either party may apply to the Chief Justice of the Court of Queen's Bench (who has the power to delegate) who shall select the members necessary to fill the membership.
- 32.10 The sub committee may add to its membership one or two persons from the community or profession served by the Program when, in the opinion of the sub committee, such participation will assist the sub committee in its review; such additional members shall have full voting rights.
- 32.11 A sub committee shall be struck for each recommendation for Reorganization.
- 32.12 The sub committee shall receive and consider submissions about the Program and prepare a report for APC. Persons making submissions shall have the right to appear before the sub committee in open session to present their submissions. In all other respects the sub committee shall be authorized to determine their own procedures.
- 32.13 The sub committee shall submit a written report to APC within thirty days of the day that its membership is complete; a copy of the report shall be provided to the Association and to the Dean. The Provost may extend the deadline.
- 32.14 APC shall consider the report and the recommendation of the sub committee and, either,
- a) return the recommendation for Reorganization to the Provost for further consideration, or
 - b) reject the recommendation for Reorganization.
- 32.15 If the sub committee fails to report, APC may proceed to consider the recommendation of the Provost for Reorganization without the benefit of a report.
- 32.16 [vacant]
- 32.17 Decisions at APC on recommendation for Reorganization shall be by secret ballot.
- 32.18 If APC is replaced by another committee of GFC, the replacement committee shall do what APC is required to do by this Article. The membership of the committees authorized to make decisions shall be as close to the membership anticipated by this Article as possible.
- 32.19 GFC shall consider the recommendation from APC and, either:

- a) approve the recommendation for Reorganization (with or without changes) and forward its recommendation to the Board;
- b) return the recommendation for Reorganization to the Provost for further consideration, or
- c) reject the recommendation for Reorganization.

32.20 The Board shall consider the recommendation from GFC and, either

- a) approve the Reorganization and submit the proposal to the Minister under section 124 (h) and regulations of the *Post Secondary Learning Act*.
- b) return the recommendation to GFC for further consideration, or
- c) reject the recommendation for Reorganization.

32.21 At each stage of the procedure, the Association shall be apprised of the proposals and recommendations and shall be permitted to submit advisory statements. At each stage of consideration of any Reorganization the Association may send one or two observers (voice but no vote) to APC and to the sub committee of APC when the Reorganization is discussed.

Notice to Members

32.22 When GFC approves a Reorganization, the Provost shall

- a) inform the Dean, in writing and, if required, inform the committee under 32.23 that procedures for implementation must be completed within twenty days of such notice; and
- b) schedule a meeting with the staff members who may be affected by the Reorganization to inform them of the procedures of this Article and to discuss plans and timelines for the implementation of the Reorganization. The Association shall be invited to send representatives to the meeting.

Procedures

32.23 For a Reorganization which involves the Reduction of a Program, the Faculty Council shall name an implementation committee to establish procedures and to select the necessary staff members to be laid-off.

- a) For non-departmentalized Faculties the committee shall be the FEC.
- b) For departmentalized Faculties, the committee shall be either
 - 1.1) the FEC, or
 - 1.2) a committee of 7 members: the Dean shall serve as chair; three members shall be elected by Faculty Council from its members; three Department Chairs shall be elected by Faculty Council from the roster of Chairs.
- c) The committee shall determine the procedures for layoffs. The committee shall forward the procedures to the Provost for approval with a copy to the Association. The Provost may refer the procedures back to the committee for reconsideration. The Provost may extend the deadline set in 32.22 (a), and shall not unreasonably deny a request for extension.
- d) If the committee fails to report, the Provost, in consultation with the Dean, shall establish the procedures.

32.24 For a Reorganization which involves Deletion, the Dean shall inform the staff members in the Reorganized Program of the number of positions which will be required for each year during which the Program is being deleted. Staff members may apply for their preferred length of continuation on staff. The Dean shall assign periods of notice in accordance with such requests subject to the qualifications of the staff members to teach the required courses.

32.25 Within fifteen days after the approval of the Minister under 32.20, the Provost shall convene a meeting of the staff members affected by a Reorganization to inform them of the ramifications of the Reorganization and the subsequent procedures of this article. The Association shall be invited to attend this meeting.

Staff Member Options

32.26 Each staff member affected by the reorganization shall be considered, in order, for:

- a) a voluntary separation payment;

- b) re-assignment to another position at the University;
- c) retraining and subsequent re-assignment to another position at the University;
- d) layoff.

Voluntary Separation

- 32.27 a) A staff member affected by a Reorganization may apply for a severance package with the same severance formula and benefit eligibility as set out in the Voluntary Severance Incentive Plan (VSIP) (33.08 to 33.10).
- b) Applications shall be submitted to the Dean who, after consultation with the Department Chair, shall forward the application to the Provost, with recommendations for approval. Clauses 33.15 to 33.19 dealing with eligibility quotas and timing do not apply.
- c) The Provost shall establish the timing and schedule for applications and decisions bearing in mind the circumstances of the particular Reorganization.

Reassignment

- 32.28 a) A staff member affected by a reorganization shall be entitled to identify, in writing to the Provost, any Department or Faculty for which the staff member is qualified, and request to be considered for reassignment.
- b) Following consultation with the Dean and Chair of the identified Faculty or Departments the Provost shall decide on the proposed assignment and shall advise the staff member of the decision, in writing.
- c) The Provost shall consult with the Association prior to making the decision.
- d) The decision shall not be conditional on staff vacancies in the unit.

Retraining and Reassignment

- 32.29 a) A staff member affected by Reorganization may advise the Provost, in writing, of an interest of being reassigned to a position in another Department or Faculty for which the staff member is not currently qualified but could become qualified after a period of paid study leave. The staff member shall describe the study leave program, the qualifications to be obtained and an estimate of the time required to complete the program.
- b) The Provost shall consult the Dean and the Department Chair of the identified Faculty (and Department) and with the Association. The Provost shall decide on the proposal, and shall advise the staff member, in writing.

Layoff

- 32.30 If staff members affected by a Reorganization do not accept voluntary severance and are not reassigned, they may be laid-off. In such a case, the Provost shall require the committee established under 32.23 to reconvene to determine the specific staff members to be laid-off; in doing so, the committee shall apply the procedures approved by the Provost under 32.23(c) or 32.23 (d). The committee shall submit a list of names of staff members to the Provost as its recommendation for specific layoffs. The Provost may establish a deadline for submission of such a list.
- 32.31 Layoffs shall only be considered if the number of positions affected by the Reorganization is greater than the total number of staff members who will reach normal retirement age in the academic year in which GFC makes the decision under 32.19 and the next two academic years.
- 32.32 The Provost shall layoff staff members on the recommendation of the committee under 32.30. If the committee fails to submit the recommendation, the Dean shall recommend to the Provost, with such a recommendation based on the procedures approved under 32.23(c) or 32.23(d). The Provost shall inform the staff members, in writing, with copies to the Association.
- 32.33 Layoff under this article shall not be considered nor represented as dismissal for cause.

Notice and Severance

- 32.34 The period of notice to individual staff members may vary depending on the need to complete teaching commitments in the Program.

- a) Notice of layoff shall be not less than nine months
- b) A staff member who resigns before the end of a notice period shall receive not less than nine month's salary.
- c) A staff 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.

32.35 A staff 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.

- a) The minimum severance payment shall be nine months' salary.
- b) The maximum severance payment shall be fifteen months' salary.

32.36 [vacant]

32.37 The Board shall provide, on request of a staff member, relocation counseling services at a cost not to exceed \$5,000. The Board may provide access to University facilities, including office space, library privileges and computer services for up to two years, subject to availability.

32.38 Severance shall normally be paid in a lump sum. A staff member may request an alternative payment which may be arranged subject to applicable tax regulations and the approval of the Provost.

Recall

32.39 For a period of two full academic years following the Minister's decision under 32.25 the Provost shall not authorize the replacement of staff members by other instructional staff or new instructional staff to be appointed in the Program. Should the Program be reinstated within that period, or a new Program be established which requires instructional staff with similar qualifications, or if instructional staff are required to deliver the same or substantially similar courses, persons who received a severance payment shall be informed of all such new positions.

- a) Staff members on the recall list, who choose to apply for such positions, shall have the right of first refusal for appointments for which they are qualified, provided they inform the Dean within forty days of notification.
- b) If more staff members apply than there are vacancies, the selection shall be made on the basis of the procedures in 32.23.
- c) If a staff member is reappointed, the period between the end of the notice and reappointment shall be considered as service at the University.
- d) Salary on reappointment shall be at the same rate as on termination adjusted for any scale adjustments in the interim.

Exclusion

32.40 Staff members who have appointments where continuation of appointment is contingent upon the continued funding of salary and benefits from an external granting agency (otherwise known as positions with "soft tenure") are not covered by this Article.

Article 33: Financial Emergency

Preamble

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

Definitions

33.01 In this Article:

- a) Financial emergency means a condition in which the continued existence of the University of Alberta is placed in jeopardy by a deficit which has occurred or is predicted and projections show continuing deficits.
- b) Eligible staff member means a staff 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 staff members who, on the Termination date, would be below the selected index age but who have at least fifteen years of service at this University.
- c) "VSIP" means a voluntary severance incentive plan.
- d) Termination date means June 30 or December 31, whichever is the earlier, next following the end-date for submission of applications for VSIP (33.18).
- e) Savings means the annual cost of salary and benefits deleted from the operating budget when a staff member's position is deleted.
- f) "APC" means the Academic Planning Committee of GFC (or any successor committee with the same general responsibilities).

Financial Emergency Procedures

- 33.02 When the President is of the view that Financial emergency conditions exist, the President shall invite representatives of the Association to a meeting to discuss the University's financial circumstances, providing them with information supporting that view.
- 33.03 The Association shall have up to ten days to respond to the President and a second meeting between the President and representatives of the Association shall be convened to discuss that response.
- 33.04 If following the meeting under 33.03, the President concludes that a Financial emergency exists, the President shall initiate the procedures of this Article.
- 33.05 If the Association does not meet under 33.02 and 33.03, the President may nevertheless initiate the procedures.
- 33.06 Concurrent procedural streams shall be initiated by the President:
 - a) a voluntary severance plan (VSIP) (33.07 – 33.18); and
 - b) determination of whether or not there is a Financial emergency (33.19 – 33.36).

VSIP

- 33.07 An Eligible staff member may apply for severance under the VSIP, such application to be in accordance with the procedures of 33.14 – 33.17.
- 33.08 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.

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
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
10.0	150% of year's salary
Above 10.0	165% of year's salary

33.09 [Vacant]

33.10 [Vacant]

33.11 The President shall announce implementation of the VSIP immediately following the decision under 33.04.

33.12 When announcing the VSIP, the President shall, after consultation with the Association, advise of the amount of Savings predicted through the VSIP.

33.13 Based on the predicted Savings under 33.12, the Provost shall allocate to each Faculty the number of applications which may be accepted for a VSIP severance payment. Such allocations shall be made following consultation with the Association. The total of such accepted applications shall be sufficient to allow the necessary Savings to be met.

33.14 An Eligible staff member may apply for a VSIP payment to the Dean within the time limit set under 33.17.

33.15 The Dean is authorized to approve such applications provided the allocations under 33.13 are honoured.

33.16 If applications exceed the number allocated to the Faculty, persons with the greatest number of years of service as a staff member shall be approved first.

33.17 Applications for VSIP payments must be submitted no later than three days following the submission of the report by the Commission (under 33.29) or thirty days from its establishment (under 33.22), whichever is the later.

33.18 As an alternative to the severance arrangement under 33.08, an Eligible staff member may choose to remain as a staff member for up to one year (not beyond the normal retirement date) with the duties of the staff member to be restricted to research activities; subject to regulations of Revenue Canada, salary during this period may be converted to a research grant.

Determination of Financial Emergency

33.19 The President shall, as soon as possible following the decision under 33.04, submit a proposal regarding Financial emergency to APC for its consideration; the Association shall have the right

to submit a statement to APC and to send one or two observers (voice but no vote) to APC meetings at which this matter is discussed.

- 33.20 If, after consideration, APC concludes that a Financial emergency exists, it shall so declare. From the date of the declaration, the procedures specified hereafter in this Article shall apply. The declaration shall be issued within ten days following receipt of the President's proposal.
- 33.21 Within five days following the declaration under 33.20, APC shall forward to the Association a copy of all financial documentation which was before APC.
- 33.22 Within ten days following the declaration under 33.20, the President and the Association shall establish a Commission which shall review the declaration of APC and either (a) confirm it or (b) reject it. At the same time, the President and Association shall jointly invite submissions to the Commission.
- 33.23 The Commission established under 33.22 shall consist of five persons agreed upon by the President and the Association. If the President and the Association cannot agree on the five persons, either party may apply to the Auditor-General of Alberta who shall select the persons needed to fill the membership on the Commission.
- 33.24 If either party fails to undertake its responsibility under 33.22, then the other may select the members of the Commission.
- 33.25 The Commission shall select its own chair from among its five members.
- 33.26 The Commission shall have the right to inspect relevant University financial records.
- 33.27 The Commission shall meet within ten days of the appointment of its last member.
- 33.28 Without restricting the generality of its authority and responsibilities, the Commission shall consider the following:
- a) whether the University's financial position (as evidenced from the total budget and not just the academic or salary components thereof) constitutes a budgetary crisis such that deficits projected are expected to continue;
 - b) whether in view of the primacy of academic goals at the University the reduction of academic staff is a reasonable type of cost-saving;
 - c) whether all reasonable means of achieving cost-saving in other areas of the University budget have been explored;
 - d) whether all reasonable means of improving the University's revenue position have been explored; and
 - e) whether enrolment projections are consistent with a proposed reduction in the academic staff complement.
- 33.29 Within thirty days of its establishment, the Commission shall submit a written report to the Board, with a copy to the Association and to APC.
- 33.30 If the Commission determines that a Financial emergency exists, its report shall include a recommendation on the amount of the reduction required in the budgetary allocation for the salaries and benefits of staff members.
- 33.31 Within ten days following the submission of the report by the Commission, the Board shall consider whether or not a Financial emergency exists and, following such consideration, it shall make a decision on the matter. In its consideration the Board shall take into account any Savings which are expected through the VSIP under 33.07 – 33.18.

Implementation of Financial Emergency

- 33.32 If the Board declares that a state of Financial emergency exists, it shall:
- a) specify the amount required for reductions in salaries and benefits of staff members after applications of the Savings;

- b) place a freeze on the hiring of instructional staff, with exceptions to the freeze to be agreed to by the Association;
- c) discuss with the Association possibilities of achieving the reductions required, with such discussions to be completed within ten days of the Board's declaration under 33.31.

33.33.1 If the discussions with the Association under 33.32(c) do not result in agreement on a method of reduction, the Board shall, within ten days following such discussions, provide the Association with at least two possible methods of achieving the required reductions:

- a) through a reduction in salaries and salary scales for all staff members applied in an equal percentage to all staff members; or
- b) through the lay-off of staff members; or
- c) at the Board's discretion, through a third option.

33.33.2 In order to prepare for the possibility of lay-off under this Article (33.33.1.b, 33.33.1.c), each Faculty shall be assigned a reduction target dependent upon its proportion of the total salaries of staff members. Each departmentalized Faculty shall select the members of the committee to carry out the process under 32.23 with such selection to be completed within fifteen days of the decision of APC under 33.20. The committee shall determine the procedures and submit these to the Provost, under 32.23(c), within thirty days of the decision of APC under 33.20.

33.33.3 If the staff members opt for 33.33.1(b) or 33.33.1(c) (with layoffs), the Provost shall require the committee established under 33.33.2/32.23 to re-convene to determine the specific staff members to be laid-off; in doing so, the committee shall apply the procedures approved by the Provost under 32.23(c) or 32.23(d). The committee shall submit a list of names of staff members to the Provost as its recommendation for specific layoffs. The Provost may establish a deadline for submission of such a list.

33.33.4 The Provost shall decide on the recommendations submitted under 33.33.3 and advise the staff members affected, in writing, with a copy to the Association.

33.33.5 Severance and notice for staff members who are laid-off under 33.33.3 and 33.33.4 shall be the same as for those who are laid-off under Article 32. The specific Termination dates under 33.01(d) shall not apply.

33.34 The Board's proposals under 33.33.1 shall be put to a vote of staff members affected, with such a vote to be completed within twenty days of the Board's submission under 33.33.1. If more than two options are provided, the vote shall be by preferential ballot.

33.35 The vote of the staff members under 33.34 shall be final and binding upon the Board, the Association and the staff members.

33.36 Any changes to salaries/salary scales and benefits of staff members resulting from application of 33.32 – 33.35 shall be made notwithstanding the provisions of 19.01 – 19.13 of the Agreements for the time specified in the proposals under 33.32 – 33.35.

Exclusion

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

Signatures

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



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

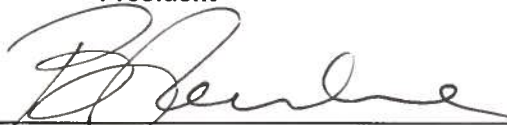


Witness

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



**Heather Bruce,
President**



Witness

DATED:

July 19, 2017

Appendix A.2: Notice of Retirement

NOTICE OF RETIREMENT AND/OR INTENTION TO DEFER RETIREMENT

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

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

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

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

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

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

Declaration:

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

SIGNATURE OF STAFF MEMBER

DATE

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

B.1. Normal Retirement

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

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

B. 2. Early Retirement

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

I intend to retire on _____

B. 3. Deferred Retirement

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

I intend to retire on _____

Declaration:

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

SIGNATURE OF STAFF MEMBER

DATE

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

Phased Retirement (Article 18.09)

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

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

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

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

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

Pre-retirement

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

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

OR

Post-retirement

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

C. 2. INDICATE PERIOD OF:

PHASED PRE-RETIREMENT

OR

PHASED POST-RETIREMENT

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

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

TO

START DATE

END DATE

SIGNATURE INDICATES ACKNOWLEDGMENT:

NAME OF DEPARTMENT CHAIR OR SUPERVISOR

SIGNATURE OF DEPARTMENT CHAIR OR SUPERVISOR

DATE

FORWARD TO THE DEAN OR VICE-PRESIDENT FOR SIGNATURE.

NAME OF DEAN OR VICE-PRESIDENT

SIGNATURE OF DEAN OR VICE-PRESIDENT

DATE

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

NAME OF PROVOST

SIGNATURE OF PROVOST

DATE

Appendix B: Copyright Regulations (2016)

1. Ownership

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

2. University Licence

General Principles

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

a condition of publication. In such a case, the staff member shall make best efforts to cause the third party to provide a licence to the University in relation to the Work, such licence containing terms that are analogous to those described in 2.1.

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

Limited Exception – Works Created to Fulfill Assigned Course Responsibilities

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

3. Computer Programs and the University Patent Policy

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

4. Conflict of Interest and Conflict of Commitment

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

5. Collaborative Works

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

- (c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix will apply to any interest held by the staff member, with the necessary changes.

6. Guidelines

- 6.1 The University may publish guidelines, recommendations, and explanatory notes which shall not form part of this Appendix, to assist staff members and others to structure collaborations in ways that maximize certainty and minimize conflicts respecting interests in Works, and to assist in the application or use of this Appendix.

Appendix C: Patent Policy

Overview

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

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

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

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

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

Purpose

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

POLICY

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

1. Application

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

2. PIP Created at the University

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

3. Ownership

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

4. Timely Disclosure and Availability

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

5. Commercialization

- a) Decisions regarding Commercialization of PIP shall be made with the consent of all its Inventors and the University. If any Inventor or the University does not consent, that decision shall be made through arbitration, with due regard to any ethical, moral, or religious objections of any Inventor and the University.

- b) The party that undertakes Commercialization, either the University or the Inventor, has a fiduciary obligation to all the interested parties.

6. Commercialization by the University

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

7. Commercialization by the Inventor

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

8. Priority of Funds to Secure Legal Protection

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

9. Division of Net Revenue

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

10. Variation

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

11. Education and Research Use

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

12. Policy Review

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

13. Application of Conflicts and Ethics Policy

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

14. Delegation

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

15. Non-Compliance

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

16. Arbitration

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

DEFINITIONS

Any definitions listed in the following table apply to this document only with no implied or intended institution-wide use.

Commercialization	Means the transfer or the commercialization or any combination of transfer and commercialization undertaken by a person with respect to PIP.
Patentable Intellectual Property	Includes patents; patentable ideas, including but not limited to plant cultivars, germ plasm, and computer software that is capable of being legally protected by patent, whether in Canada or elsewhere. This Policy does not apply to copyrights on work published or unpublished.
Inventor	Means the creator or creators of Patentable Intellectual Property.
Net Revenue	Means all consideration received by the Inventor or the University from third parties, from the sale or licensing of PIP, less the out-of-pocket costs paid by that party for obtaining the patent and granting, performing and enforcing any assignment or licensing of PIP. Any consideration not received in cash shall be valued by agreement between the University and the Inventor, failing which the value shall be determined by arbitration.

Appendix D: Annual Report

1. Requirement to Report

- 1.01 Each staff member shall submit an annual report. (7.10)
- 1.02 The report shall provide information on the University responsibilities during the reporting period.
- 1.03 Staff members on leave or on sabbatical for all or a portion of the reporting period shall include a report on activities while on leave or sabbatical. (See, for example, 9.09.)

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 report shall be submitted to the Dean.
- 2.03 Staff members who are in divisions of Faculties or Departments shall, in addition, submit a copy of the report to the division Chair or Head.
- 2.04 Department Chairs shall submit their reports to the Dean, with a copy to the Provost.

3. Format of the Report

- 3.01 The format of the Annual Report may vary by Faculty; the Faculty Council shall approve the format of the report. Reports shall provide at least the information required in 3.02 of this Appendix.
- 3.02 The report shall include, as a minimum:
 - 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.
- 3.03 Subject to the decision of the Faculty Council (pursuant to 8.20 (b), and 8.12 to 8.19), the report may include a section on supplementary professional activity.
- 3.04 The report shall be designed to permit reporting in ways which will assist in determining whether the standards of performance for the Faculty have been met (see 13.03 - 13.08).
- 3.05 The Faculty Council shall determine the time period to be reported on in the Annual Report and the date of submission.
- 3.06 The decision of the Faculty Council 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 8.
- 4.06 If the annual report is made available beyond the Faculty Evaluation Committee, the staff member shall be informed.

Appendix E: Detailed Procedures for Sabbaticals

A. Eligibility (Reference: clauses 9.01 and 9.02)

1. The staff member must have an appointment with tenure when he or she is on sabbatical. Staff members who anticipate having tenure prior to the proposed sabbatical period may apply for sabbatical provided that the number of years of eligible service requirement is met.
2. Regarding prior service at the University of Alberta:
 - a) In the event that a staff member had full-time academic service at this University prior to appointment as a tenurable faculty member, then such service will normally be counted as service in determining sabbatical eligibility. Such service would include service as a member of the full-time temporary academic staff, full-time research staff (paid from trust), etc. It does not include the following service: (a) as a post-doctoral fellow; and (b) as a part-time staff member.
 - b) In the event that a staff member had prior service as a full-time sessional lecturer and such service covered a full academic session (September 1 - April 30) then that period will be considered as one year in determining sabbatical eligibility.
 - c) The prior service referred to in 2.a) and 2.b), above, must have been in the academic year(s) immediately preceding the staff members appointment to the tenurable staff.
 - d) The prior service referred to in 2.a) and 2.b), above, shall not exceed two years. That is, sabbatical eligibility service shall include no more than two years of prior service.
3. A person who joins the full-time faculty of the University of Alberta directly from a tenured faculty position at another university is eligible to use up to two years of such service in determining sabbatical eligibility at this University. Such service may only be used for a first sabbatical and that sabbatical must be for one year. (This provision is not available to staff members who joined the staff before July 1, 1993).
4.
 - a) Leave periods are not normally counted as service in determining sabbatical eligibility. In no case will periods of sabbatical, assisted leave and leave without pay be counted as service.
 - b) In the event that a staff member was on leave without pay from a portion of duties, then the portion of service with pay during such a period will be counted as service, on a proportional basis, in determining sabbatical eligibility. For example, if a staff member is on leave without pay from one-third of duties for one year, then the staff member will be granted 0.67 years service for that year in determining sabbatical eligibility.
 - d) In the event that a staff members services were loaned to another institution through a secondment arrangement, then such period may be included as service in determining sabbatical eligibility depending on the nature of the secondment. If the loan-secondment arrangement has been entered into at the instigation of the University rather than that of the staff member, then such period will be counted as service. However, if the secondment arrangement had been entered into at the instigation of the staff member - as a convenience with respect to employee benefits, etc. - then the period will not be counted as service. This question should be determined prior to a staff member being approved for secondment.
5. A staff member who is eligible for a full year sabbatical but opts for a six month sabbatical and takes such sabbatical is not eligible for a full year sabbatical until the staff member has served for six years following the expiry of the six-month sabbatical. (But see point E.4. below.)
6. In the event of a dispute with respect to the eligibility of a staff member for sabbatical, such a dispute shall be referred to the Provost for decision.

B. Applications (Reference: clause 9.03)

1. Applications for sabbatical, via the prescribed application form, are to be in the hands of the Dean by October 15 - for sabbaticals to take effect in the next academic year.
2. In the case of departmentalized Faculties, an application is to be submitted to the Dean through the appropriate Department Chair who shall indicate his or her recommendation on the form and forward it to the Dean by October 15.
3. On receipt of the applications, the Dean provides copies to FEC.
4. The applicant may attach additional documentation to the application if it is felt that such material will be of assistance in the consideration of the application.
5.
 - a) If a staff member has a joint appointment in two (or more) departments in the same Faculty, the application for sabbatical shall be routed through each Department Chair to the Dean. Each Department Chair shall insert comments and recommendations on the application.
 - b) If a staff member has a joint appointment in two Faculties, the application for sabbatical shall be submitted to the Dean of the home Faculty for decision. However, the application shall be routed in such a way that each Department Chair involved shall insert comments and recommendations on the application form prior to it being sent to that Dean. (If the away portion of a staff members appointment is in a non-departmentalized Faculty, the application should be routed through the Dean of that Faculty prior to it being sent to the Dean of the home Faculty.)
6. The Council of the Faculty of Graduate Studies and Research adopted the following resolution in 1973:

Staff members who intend to take sabbatical during a period in which they have graduate students under their supervision shall submit to the Chair of their department and to the graduate student involved a written statement describing the arrangements which have been made to provide satisfactory supervision of their student(s) during the sabbatical, and as well nominate a member of the department who will be empowered to act on behalf of the supervisor in matters pertaining to the graduate student(s). After approval by the Chair of the department a copy of this statement should be forwarded to the Dean of the Faculty of Graduate studies and Research.

If possible, the staff member should make the above arrangements prior to applying for sabbatical and attach the relevant documentation to the application. If these arrangements are not completed prior to applying the staff member should include a statement in the application to the effect that the Graduate Studies procedure will be followed prior to the sabbatical.

7. Applications for sabbatical by Department Chairs, Associate Deans and Assistant Deans shall be submitted to the Dean and Assistant Deans shall be submitted to the Dean and considered in the same way as those for regular faculty, i.e), decision by the Dean on the recommendation of the FEC.
8. Applications for sabbatical by Deans shall be submitted to the Board through the Provost.
9. In the event that the staff member wishes to change the sabbatical program from that approved by the Dean, he or she must re-submit the application for reconsideration. The new application shall set out the details of the new program and the reasons for the revision.

C. Limitations on Number of Sabbaticals Awarded (Reference: clause 9.04)

1. The number of sabbaticals approved for a given academic year shall not exceed ten percent of the number of staff members in a given Faculty.

2.
 - a) The total number of staff members in a Faculty - on which the limit calculation is based - will be the number of full-time tenurable faculty positions (excluding Academic Administrators) in the approved budget for the Faculty in the year prior to the year in which the sabbaticals are to be taken. The Provost shall advise each Dean of this total (and therefore, of the maximum number of sabbaticals for each Faculty) by October 15. APO, Librarian and Faculty Service Officer positions will not be included in the count which determines the number of staff eligible for sabbatical.
 - b) The number of sabbaticals will be determined on an FTE basis. A full year leave - 1.0; a six-month - 0.5.
 - c) In the event that the ten percent maximum calculation provides a number which is neither a whole number nor a number which is exactly at a one-half interval, then the maximum number of sabbaticals will be taken to the next higher one-half interval. For example, if a Faculty had 66 positions, the exact calculation would provide 6.6 sabbaticals; in such a case, the effect of this rule is that the Faculty would have a maximum of 7.0 sabbaticals. Similarly, if the Faculty had 64 positions, although the exact calculation indicates 6.4 sabbaticals, the Faculty would be allowed 6.5 sabbaticals.
3. A staff member who has a joint appointment in two Faculties, will be counted as one in the home Faculty. The total number of Faculty positions in such a Faculty will be adjusted accordingly.
4. In the event that a Faculty does not fully utilize its sabbatical quota in a given year, the Faculty may carry-forward the under-utilization to subsequent sabbatical years provided that the carry-forward shall not exceed ten percent (10%) of the quota for the given year, with fractions taken to the next higher one-half (0.5) sabbatical in accordance with the following table:

Sabbatical Quota	Maximum Carry-Forward
1.0 - 5.0	0.5
5.5 - 10.0	1.0
10.5 - 15.0	1.5
15.5 - 20.0	2.0
20.5 - 25.0	2.5
25.5 - 30.0	3.0
30.5 - 35.0	3.5
35.5 - 40.0	4.0

D. Recommendations (Reference: clause 9.04)

1. In the case of a staff member in a departmentalized Faculty, application for sabbatical is to be submitted to the Dean through the appropriate Department Chair who, after reviewing the application, will attach his or her recommendation to it and send it to the Dean.
2. In making a recommendation to the Dean, the Department Chair can touch upon any aspect of the proposed sabbatical, e.g., the sabbatical program, the merit of the applicant, relative merits of

all the department's applicants and their sabbatical programs, needs of the department during sabbatical, arrangements for supervision of graduate students, financial considerations, etc.

3. In the case of a staff member whose appointment is held jointly in two (or more) departments, each Department Chair shall submit a recommendation with respect to the application.
4. The Department Chair must submit the application of a staff member to the Dean for consideration. The Department Chair may not reject an application for sabbatical.
5. The Dean provides a copy of the application to FEC.

E. Decision (Reference: clauses 9.04, 9.05 and 9.10)

1. Clause 9.04 provides that the FEC shall consider all applications for sabbaticals and recommend to the Dean as to which sabbaticals should be approved or not approved. Upon consideration of FEC's recommendations, the Dean makes a decision on the applications.
2. In their consideration of applications for sabbaticals, the FEC and Dean Ashall consider the proposed programs to determine whether they are meritorious and whether they will be to the mutual advantage of the staff member and the University. The FEC and Dean shall also take into account the effect which a sabbatical would have on the operations of the Faculty and/or department, the financial resources available for replacements of staff, the recommendation of the Department Chair, the arrangements made for covering graduate students being supervised by applicants and such other matters as the Dean feels are relevant in reaching decisions. It is clear that detailed procedures with respect to sabbatical decisions may vary from Faculty to Faculty so long as the general University-wide procedures are observed. For example, in Faculties where the number of applications exceeds the ten percent limit, the procedures for turning down applications so that the limit is not exceeded may well vary from Faculty to Faculty; some sort of ranking process will undoubtedly occur, perhaps within departments in the first instance and subsequently in the Faculty. In addition, different Faculties may have different ways of handling the matter of sabbatical replacement appointments - and these may have an effect on the sabbatical decision process.
3. Clause 9.10 of the Agreement states that when a staff member is granted sabbatical and the Department Chair or Dean, for the purposes of the normal operation of the Faculty/department, deems that the work of the Faculty/department would be unduly hampered, a staff member may be required to defer the sabbatical for six to twelve months. Such time shall nevertheless be counted toward eligibility for a succeeding sabbatical. The following rules shall apply in this case:
 - a) In order for the effect of the clause to be achieved, a staff member must actually apply for sabbatical. Simply being eligible is not sufficient.
 - b) The provisions of clause 9.10, i.e., deferral of sabbatical, do not apply in the case of a staff member whose application was denied due to the ten percent limit for the Faculty. The provision applies only in the case of a staff member whose application was denied because the work of the Department would be unduly hampered if the staff member were granted the sabbatical.
 - c) If a staff member is required to defer a full-year sabbatical for one year and takes it at that later time, then the staff member is eligible for a subsequent full year sabbatical five years after returning from the delayed sabbatical or for a subsequent six month sabbatical two years after returning from the delayed sabbatical. For example, assume that a staff member had applied for a sabbatical for the period July 1, 1993 - June 30, 1994 but was required to defer such sabbatical to the period July 1, 1994 - June 30, 1995. If the staff member went on the delayed sabbatical, he or she would be eligible for a subsequent full sabbatical in the period July 1, 2000 - June 30, 2001 and for a subsequent six month sabbatical in the period July 1, 1997 - June 30, 1998.

- d) If a staff member is required to defer a sabbatical under the provisions of clause 9.10 but chooses not to take such delayed sabbatical during the next sabbatical year, then there will be no reduction in the years of eligible service required for subsequent sabbaticals.
 - e) If a staff member is required to defer a sabbatical and chooses to accept such a delayed sabbatical, that will be considered as a first call on the sabbaticals to be awarded by the Faculty in that year. That is, such sabbatical will not be competition with other applications for that year.
 - f) If a staff member applies for sabbatical, is awarded it as requested and subsequently decides voluntarily not to take it, there will be no reduction in the years of eligible service required for future sabbaticals. In addition, the staff member would be required to re-apply in the regular manner for future sabbaticals.
 - g) If there are insufficient funds to enable adequate replacement of a staff member while on sabbatical and the staff member is thereby denied such sabbatical, this will be interpreted as falling within the intent of clause 9.10. That is, such a staff member will be placed on the deferred list and may take such sabbatical in the following sabbatical year.
 - h) If a staff member is required to change the dates of a six month sabbatical from July 1 - December 31 to the next succeeding January 1 - June 30 and takes such sabbatical, clause 9.10 shall not apply. That is, the deferred time of six months shall not be counted toward the eligibility for a succeeding sabbatical.
4. If a staff member is eligible for a full year sabbatical and applies for it but is offered a choice between a six month sabbatical and a deferred sabbatical (full-year) because the normal operations of the department would be hampered by a full-year sabbatical (clause 9.10) and if the staff member takes the six month sabbatical, then he or she is eligible for a full year sabbatical three years from the expiry of the six month sabbatical.
5. a) Decisions with respect to sabbatical in the next sabbatical year should be made no later than January 1.
- b) The decision reached regarding an application for sabbatical shall be one of the following:
- i) sabbatical is granted;
 - ii) sabbatical is denied;
 - iii) sabbatical is deferred to the next sabbatical year in accordance with the provisions of clause 9.10.
 - iv) application is placed on a waiting list - pending withdrawal by approved applicants. (Such a waiting list should be used in the event that the Faculty was at the ten percent limit for the number of sabbaticals.)
- Note: Should the reason for placing an application in category iii) cease to exist (e.g., additional replacement funds) the applicant may be offered a choice between immediate sabbatical and a deferred sabbatical.
- c) When the Dean has reached a final decision with respect to an application for sabbatical, the applicant shall be advised immediately by the Dean of that decision. In the case of approved sabbaticals, the Provost will formally advise the staff member of the approval; at the same time, he or she will send the staff member the various documents which are to be completed by the staff member and returned to the appropriate office.

F. Appeal of Sabbatical Decision (clause 9.04.5)

Clause 9.04.5 provides that a staff member may appeal the decision of the Dean not to approve a sabbatical application where FEC has recommended approval and if the quota for the Faculty has not been met or exceeded. Such appeal is submitted to the Provost within fifteen days following receipt of the Dean's letter advising that the sabbatical has not been approved. The decision of the Provost is final.

G. Outside Employment/Remuneration While on Sabbatical (Reference: clause 9.07)

Under the provisions of 9.07, a staff member on sabbatical may receive assistance in the form of grants or scholarships - with no effect on the sabbatical salary. Supplementary professional activities undertaken during sabbatical are covered by the provisions of Article 8 of the Agreement, as if the staff member were performing regular faculty responsibilities. For example, if a staff member proposed to teach at another institution, this would be considered as a major supplementary professional activity and, as such, permission to do so would be required from the Department Chair/Dean; in addition, the sabbatical program should make reference to the proposed activity.

H. Sabbatical Salary (Reference: clause 9.06)

Sabbatical salary is normally based on the level of the staff member's regular professorial salary and any market supplement and is at 82.5% of that salary rate. A staff member shall receive a salary of 85 % of the staff member's basic University salary for the staff member's first sabbatical in relation to their movement from Assistant Professor to Associate Professor. Other University stipends, such as administrative stipends, clinical income and honoraria paid in lieu of professional fees, etc. do not enter into the calculation of the sabbatical salary. Non pensionable salary supplements and stipends may or may not be paid during a sabbatical depending on the conditions set by the funding source.

I. Return to Service Obligation (Reference: clause 9.08)

1. Before the staff member will be paid any sabbatical salary or receive a sabbatical research grant, he or she must sign an agreement to return to the service of the University following the sabbatical.
2. The sabbatical agreement provides that if the staff member does not voluntarily return to the service of the University following sabbatical or if the staff member returns to the service but does not stay in such service for a period of six months, or longer, then the staff member must repay to the University twelve and one-half percent of the sabbatical remuneration received. By remuneration is meant the total of sabbatical salary, sabbatical research grant and any market supplement.

J. Report Following Sabbatical (Reference: clause 9.09)

1. The staff member is required to submit a report concerning his or her activities during sabbatical on return from such sabbatical. Copies of the report are to be submitted to the Dean and Department Chair. In non-departmentalized Faculties a copy is to be sent to the Dean and, where appropriate, to the staff members division Chair or Head.
2. The report is to be submitted within three months of return from sabbatical.
3. There is no set format for the sabbatical reports and these may vary from department to department and Faculty to Faculty. The staff member should check with the appropriate Dean and/or Department Chair in this regard prior to the preparation of the report.

K. Sabbatical Research Grants (Reference: clauses 9.11 and 9.12)

1. In accordance with policies of Revenue Canada (Taxation), a portion of the total remuneration to the staff member on sabbatical may be classed as a sabbatical research grant. It should be emphasized that such a grant is not in addition to sabbatical salary. Rather, the sabbatical salary (normally at 82.5 % of basic salary) is reduced to the extent of the research grant. The total of the two payments (salary + research grant), of course, would stay at the 82.5 % level. For example, if a staff member's basic salary were \$50,000, then the usual sabbatical salary would be 82.5 % of that amount or \$40,000. If the staff member received a \$4,000 sabbatical research grant, then the salary portion would be reduced to \$36,000.
2. A sabbatical research grant component of sabbatical remuneration will normally result in a reduction in income tax paid by the staff member. This is accomplished by the fact that expenses incurred from the research grant may be deducted from income from the research grant. If the remuneration is considered as all salary such a provision would not apply.
3. Application for a sabbatical research grant is submitted by the staff member to the Research Services Office as the delegate of the President with respect to the approval of research grants. The application is routed through the staff members Department Chair and Dean. If the Research Services Office approves the application, it is approved (or revised) on behalf of the President. The application should not be made until after the staff member has been awarded sabbatical by his or her Dean.
4. Once the sabbatical research grant has been approved, expense deductions for income tax purposes is a matter between the staff member and Revenue Canada (Taxation).
5. This is a complex matter and the staff member is encouraged to obtain detailed information and regulations from the Research Services Office. Applications for sabbatical research grants are also available from that office.

L. Period of Sabbatical (Reference: clauses 9.12 and 9.13)

1.
 - a) Clause 9.13 provides that six month sabbaticals shall be restricted to the periods July 1 - December 31 or January 1 - June 30 unless otherwise directed by the Provost. In effect, these sabbaticals are intended to cover no more than one academic (or teaching) term. Therefore, this principle would rule out a six month sabbatical of, say, October 1 - March 31 since such a period would encompass two academic terms.
 - b) Although provision is made in clause 9.13 for variations to the general rule, these will be made only in exceptional cases and where the abnormal sabbatical period is supported by each of the staff member, the Department Chair, the Dean and the Provost. In such cases, then, the Provost shall be the decision-maker with respect to the sabbatical.
2.
 - a) The Agreement is silent with respect to when a full year sabbatical may be taken. The normal - and recommended - period for such sabbaticals is July 1 - June 30. It should be pointed out that, in the past, many sabbaticals were taken for the period September 1 - August 31 because the staff member wished to teach in the summer session prior to going on sabbatical and it was not clear as to whether such paid employment was permissible during the sabbatical. This problem has been clarified and such employment is now permitted.
 - b) There may be cases where full year sabbaticals of other than July 1 - June 30 are advantageous. In the event that such periods are proposed, the following procedures shall apply:
 - i) Where the sabbatical is proposed to begin in the period May 1 - September 1, the Dean may approve such periods provided the period is supported by the staff member and the Department Chair.

- ii) Where the sabbatical is proposed to begin in the period September 2 - April 30, such a period may only be approved if supported by each of the staff member, the Department Chair, the Dean and the Provost. In such a case, then, the Provost shall be the decision-maker with respect to the dates.
- 3. In no case will the sabbatical be split into two (or more) sabbatical periods. For example, it is not possible to have a full year leave split into two six month periods of January 1, 1999 - June 30, 1999 and January 1, 2000 - June 30, 2000; similarly, it is not possible to split a full year leave into two periods of, say, May 1, 1999 - June 30, 1999 and September 1, 1999 - June 30, 2000.
- 4. Clause 9.13 provides that a full year sabbatical shall be inclusive of the annual one month vacation entitlement and a six month sabbatical shall be inclusive of one-half of the annual vacation entitlement, i.e), one-half of one month. The salary during the vacation will be at the sabbatical rate.
- 5.
 - a) If a staff member wishes to take a leave without pay following the termination of a six month sabbatical, such leave without pay will be for not less than six (6) months. The intent of this rule is to prevent staff members from taking leave without pay only for that period which encompasses a formal teaching term.
 - b) The principle enunciated above shall be applied in the case of applications for leave without pay following full year sabbatical.
- 6. Sabbatical periods of odd duration, e.g., ten months, five months, four months, etc. are not permitted.

M.Employee Benefits While on Sabbatical (Reference: clauses 20.14 and 20.17; Article 23)

- 1. While on sabbatical, the staff member may continue to participate in all those employee benefits covered in Article 20 of the Agreement. These benefit programs are: pension plans; disability insurance; medical insurance; professional expense; tuition remission (where the course is a University of Alberta course); group life insurance; dental care; and supplementary health care.
- 2.
 - a) Pension contributions while on sabbatical are based on regular University salary - not on sabbatical salary.
 - b) In the case of the Universities Academic Pension Plan (UAPP) the staff member may discontinue contributions while on sabbatical and make up such contributions, plus interest, on return to the service of the University.
 - c) Regulations governing UAPP (including pensionability of sabbaticals) is under review. If such regulations vary from the foregoing, the UAPP regulations will apply.
- 3. Procedures vary from Faculty to Faculty with respect to the eligibility of staff on sabbatical to obtain assistance from the Faculty Staff Travel Fund. In some Faculties such assistance is permitted; in others it is not. The Dean of the appropriate Faculty should be contacted in this regard.
- 4. If a staff member takes ill or is injured during a sabbatical and who, as a result, cannot complete the sabbatical program, he or she shall be placed on medical leave (Article 23), provided the illness/injury is for longer than twenty days. If a person is placed on medical leave, the following rules apply:
 - a) Salary while on medical leave will be at regular salary rate.
 - b) If the onset of illness/injury occurs before 50% of the sabbatical has been completed, the sabbatical will be considered to be cancelled and the staff member may take another sabbatical in the following sabbatical year (at no charge to the Faculty quota and, provided the sabbatical program is the same as the aborted one, without formal application). Eligibility for a subsequent sabbatical will be determined by the dates of the

second or replacement, sabbatical, not by the aborted one. Notwithstanding the fact that part of the original sabbatical has been cancelled, the 80% salary rate will not be adjusted for that period.

- c) If the onset of illness/injury occurs when 50% or more of the sabbatical has been completed, the sabbatical will be considered to be completed and eligibility for a subsequent sabbatical will be based on the regular end-date of the aborted sabbatical.

Appendix F: Academic Benefits Management Committee

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

Academic Benefits Review Taskforce

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

Appendix A
to
MEMORANDUM OF SETTLEMENT
Between AASUA and University

TERMS OF REFERENCE
Academic Benefits Review Task Force

Terms of Reference

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

**Excerpt from the Memorandum of Settlement Between the AASUA and the Board of Governors,
July 1, 2005 to June 30, 2008**

Academic Benefits Management Committee

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

Appendix G: Letter of Intent

In the event of the transfer of a Program the Board and the Association agree together to seek accords with the Boards of Governors and the Faculty Associations of the other Universities in the Province of Alberta to promote and facilitate the voluntary relocation of members of the academic staff at other Universities, under terms that will be to the mutual advantage of all parties and which will respect the Agreements in place.

Appendix H: Intersession Teaching

The following regulations govern teaching in the Intersession.

- a) No staff member will be required to teach in the Intersession.
- b) A staff member and Department Chair may agree that, in the best interests of the department, the staff member will be assigned a teaching load in the Intersession and will receive compensating teaching release time during the regular session; in such a case the staff member will not receive additional remuneration for the Intersession teaching.,
- c) A staff member and Department Chair may agree that the staff member will be assigned a teaching load in the Intersession without compensating release time during the regular session; normally, the staff member will receive additional compensation for the Intersession teaching.
- d) Nothing in this agreement limits the existing rights of the department chair to assign differential teaching loads (e.g. for limited research productivity) and a staff member and the department chair may agree that the staff member should be assigned a teaching load in the Intersession without additional compensation for the Intersession teaching as part of that differential teaching load.
- e) Each Faculty which offers courses in the Intersession shall be required to revise their statement of standards (clause 13.03 Faculty Agreement) to cover the evaluation of performance of staff members during Intersession assignments to ensure, inter alia, that differential assignment of responsibilities will be taken into account in the evaluation.
- f) Department chairs shall not normally assign Intersession teaching loads (under c), above) to provide income to staff members as a replacement for merit increments not received.

Appendix I: Discipline Interpretation

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

Appendix J: Phased Retirement Benefit Programs

PHASED POST RETIREMENT BENEFITS:

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

Phased post retirement benefits are as follows:

1. Alberta Health Care Insurance:

Your coverage under the group plan continues during your post retirement contract as long as you reside in Alberta or until the 1st of the month following your 65th birthday
The cost of this benefit is paid by the University.

Claims for Out-of-Country expenses under Alberta Health Care must be submitted within 12 months from the date incurred in order to be eligible for reimbursement.

2. Supplementary Health Care Insurance:

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

3. Health Spending Account:

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

4. Dental Insurance:

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

5. Employee Family Assistance Program:

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

6. Business Travel Insurance:

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

7. Academic Child Care Benefit:

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

8. Compassionate Care & Emergency Leave:

Coverage provided on reduced salary fully paid by the University.

9. Professional Expense Reimbursement:

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

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

10. Tuition Remission:

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

PHASED PRE-RETIREMENT BENEFITS

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

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