

Schedule B

FACULTY SERVICE OFFICERS

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Article B1: Appointments

- B1.01.1 “Faculty Service Officer” (or “FSO Member”) means a person who has been appointed under this Schedule B to a position in which the FSO Member has been or may be granted a Continuing Appointment and who collaborates with Academic Faculty members in teaching and research. An FSO Member will normally have a post-graduate degree in the particular discipline to which they are attached. The tasks they are assigned may include an administrative and/or service component but this will not be a major component of the assignment. A position in this category shall be established under the same procedures as those used for Academic Faculty positions. FSO Members shall be counted with Academic Faculty in the staff count except for purposes of calculating the merit Increment pool for Academic Faculty and FSO Members.
- B1.01.2 The appointment of an FSO Member shall be made by the Dean who shall first receive a recommendation from an advisory selection committee established in accordance with procedures approved by GFC.
- B1.01.3 A letter of appointment, following the example in Appendix B.1, duly executed by the Dean and the FSO Member, shall confirm the appointment of an FSO Member.
- B1.01.4 The appointment of an FSO Member shall commence on the date set in the duly executed letter of appointment.
- B1.01.5 The employment of an FSO Member shall be for 12 months of each year.

Contingent appointments

- B1.02.1 Notwithstanding Article B1.01, a Dean may appoint an FSO Member to a position with a special condition that recognizes circumstances where the position is funded by external sources.
- B1.02.2 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.
- B1.02.3 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 FSO Member shall receive notice of not less than 12 months that the position will be discontinued.

Special conditions

- B1.03.1 A Dean may appoint an FSO 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.
- B1.03.2 The Provost may approve special conditions which are at variance with the terms of this Agreement and which are agreed to subsequent to the original appointment of an FSO Member provided:
- a) the variations have been recommended by a Dean and are approved in writing by the FSO Member; and
 - b) the Provost has consulted with the President of the Association prior to approval.

B1.03.3 Notwithstanding the provisions of Article B1.02, 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 Article B1.02 shall carry any expectation of continuance in the event that the external financial support for the position is discontinued.

Effective dates

B1.04 The normal effective date of a probationary appointment or of an original Continuing Appointment shall be July 1, but such appointments may be made at other times.

Removal allowances

B1.05.1 An FSO 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.

B1.05.2 An FSO 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 FSO Member is appointed to a Continuing Appointment, one year's service shall discharge the obligation to the University; if such an FSO Member leaves the University prior to having served one year, the obligation shall be reduced proportionally with each month served.

Academic Administrators

B1.06.1 The Board may employ administrative leaders ("Academic Administrators") in academic administration positions who are FSO Members and who are outside the scope of this Agreement while serving as an Academic Administrator. Where an Academic Administrator takes an administrative leave between two successive Academic Administrator appointments, the person also remains outside the scope of this Agreement during the leave. 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 B1.06.2 or B1.06.3 are diminished by reason of the position that they filled not being included on the list.

B1.06.2 An FSO Member who held a Continuing Appointment under this Agreement, prior to receiving an appointment as an Academic Administrator shall be immediately re-appointed to a Continuing Appointment upon termination of the academic administration appointment, unless the FSO Member has elected to resign or retire from their Continuing Appointment, in accordance with the following:

- a) The FSO 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 Continuing Appointment (the recommendation contemplated by Article B5.01.2 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 14 (Grievance) and Article 15 (Arbitration).

B1.06.3 An individual who did not hold a Continuing Appointment under this Agreement prior to receiving an appointment as an Academic Administrator shall be simultaneously appointed to a Continuing Appointment under this Agreement in accordance with Article B5.01.2, with the appointment to

take effect immediately upon termination of the academic administration appointment, unless the FSO Member has elected to resign or retire from their Continuing Appointment, 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 Continuing Appointment 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 14 (Grievance) and Article 15 (Arbitration).

B1.06.4 Re-appointment or appointment to a Continuing Appointment under Article B1.06.2 or B1.06.3 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 Continuing Appointment, the provisions of Article 7 (Discipline) shall apply notwithstanding that the conduct pre-dated the re-appointment or appointment to a Continuing Appointment.

Article B2: University Responsibilities

- B2.01 The Dean shall provide to the FSO Member, on appointment, a written job description of the general responsibilities of the position.
- B2.02 The Department Chair shall assign the specific duties of the FSO Member, in accordance with the written job description and general responsibilities, which may include service to their profession and/or the University.
- B2.03 An FSO Member shall submit to the Department Chair an annual report on their University responsibilities during the previous year. The requirements for the report shall be provided to the FSO Member by the Department Chair, and based on the written job description of the general responsibilities of the position.

Dispute resolution

- B2.04 In the event of a dispute with respect to the FSO Member's University responsibilities, an FSO Member shall have recourse to the Dean and the Provost, in that order.

Article B3: Supplementary Professional Activities (SPA)

Scope and context of SPA

- B3.01.1 An FSO Member is a full-time employee and has a primary obligation to fulfil University responsibilities. The FSO Member shall remain current with recent developments in the discipline through personal professional development.
- B3.01.2 Under certain circumstances it is appropriate for FSO Members to assume responsibilities at the University in addition to their regular duties and for which they may receive additional remuneration. These shall be duties which are performed outside regular office hours or while on vacation, e.g. lecturing in evening session, lecturing in Extension non-credit courses, etc. Requests to assume additional responsibilities shall be submitted, in writing, to the Dean.

Approval of SPA

- B3.02 An FSO Member who proposes to engage in activities outside the University which are related to their duties at the University or which are of a consulting nature, whether during regular University office hours or not, shall so inform their Supervisor. If the proposed activities are during regular office hours, the permission of the Supervisor, in writing, must be obtained prior to the

FSO Member undertaking the activities. If University facilities are proposed to be used in the conduct of the outside activities, the permission of the Supervisor, in writing, must be obtained prior to the FSO Member utilizing such facilities. If the FSO Member expects to make extensive use of such facilities, the FSO Member may be required to reimburse the University for such use.

Conditions

- B3.03.1 Care must be taken by the FSO Member that the outside activities are not in conflict of interest with the University duties.
- B3.03.2 Supplementary professional activities may be taken into account in the evaluation of an FSO Member's performance for Continuing Appointment, Increments and promotion.

Article B4: Professional Leave

Eligibility

- B4.01.1 An FSO Member may be granted professional development leave in accordance with this Article B4.
- B4.01.2 An FSO Member shall be eligible to apply for leave provided the FSO Member has a Continuing Appointment.
- B4.01.3 Leave shall be considered as a privilege and shall only be awarded to an FSO Member who has a carefully prepared program which, in some way, will be of benefit to the University.

Application Process

- B4.02.1 The proposal for leave shall be prepared by the FSO Member following consultation with the Department Chair.
- B4.02.2 The proposal for leave shall include a description of the activity proposed during the leave, a statement of the benefit of such activity to the applicant and its value to the University, the duration of leave and the salary level requested for the leave, such requests to be in accordance with Articles B4.03.1 - B4.03.5.
- B4.02.3 The FSO Member shall submit the proposal for leave to the Department Chair who shall append comments and forward the proposal to the Dean. The Dean shall consider the proposal and the comments of the Department Chair, append their own comments to the proposal and then submit it to the Provost for decision. The comments appended shall include a statement regarding the value of the leave to both the FSO Member and the University and the appropriate salary level for the leave.
- B4.02.4 The procedures set out in Articles B4.02.1 and B4.02.3 are those for an FSO Member in a departmentalized Faculty. In the case of an FSO Member in a non-departmentalized Faculty, the FSO Member consults with the Dean, submits the proposal to the Dean and the Dean submits the proposal, with appended comments, to the Provost for decision.
- B4.02.5 Upon consideration of the proposal and appended comments, the Provost shall decide and that decision is final. The Provost shall advise the FSO Member of the decision, in writing, and if the leave is approved, of the terms of the leave.

Terms and Conditions

- B4.03.1 In determining the salary level, the Provost shall follow the principle that the level of salary shall reflect the proportionate benefit of the leave to the University.

- B4.03.2 When the leave is determined to be of primary benefit to the FSO Member, the salary level shall be not less than 50% of full salary.
- B4.03.3 When the leave is determined to be of equal benefit to both the FSO Member and the University, the salary level shall be not less than 75% of full salary.
- B4.03.4 When the leave is determined to be of primary benefit to the University, the salary level shall be 100% of full salary.
- B4.03.5 The Provost may vary the salary level proposed but, before doing so, shall consult with the FSO Member prior to making a decision.
- B4.03.6 The FSO Member may receive grants or scholarships or other aid from outside agencies to assist in the financing of the leave program. Receipt of such assistance shall not serve to reduce the level of the University's leave salary unless the total of the assistance and the leave salary exceed the FSO Member's regular salary, in which case the leave salary shall be reduced so that the total of the outside assistance and the leave salary equal the regular full salary.
- B4.03.7 During the period of leave, the FSO Member shall be eligible to participate, in full, in the benefit programs set out in Article 20, with the University continuing to pay the regular employer costs.
- B4.03.8 The period of leave may be from one month to one year. Proposals for part time leave shall be acceptable.
- B4.03.9 During leave, the FSO Member shall not undertake alternative employment without the advance written approval of the Provost.
- B4.03.10 An FSO Member shall be required by the Provost to sign a return to service agreement prior to going on leave with the return period not to exceed the period of leave.
- B4.03.11 The FSO Member shall submit a report on the leave activities within two months of returning from leave with copies to be provided to the Department Chair, the Dean and the Provost.

Article B5: Probation and Continuing Appointment

Types of appointments

- B5.01.1 A person may be appointed in accordance with this Article B5 as an FSO Member with a Continuing Appointment, or as an FSO Member on probation leading to consideration for a Continuing Appointment.
- B5.01.2 No person shall be appointed as an FSO Member unless the Dean first receives a recommendation from an advisory selection committee established in accordance with procedures approved by GFC.

Probationary periods

- B5.02.1 A person appointed as an FSO 1 shall be on a probationary appointment.

B5.02.2 An FSO Member who is appointed without a Continuing Appointment shall serve a probationary period calculated in accordance with the following:

Effective Date of Appointment	Probationary Period
July 1	3 years
Between January 1 and the next June 30 (including January 1 and June 30)	3 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)	3 years minus the period between the effective date of appointment and the preceding July 1 (inclusive of both dates)

B5.02.3 The Dean, with the approval of the Provost may, in the initial appointment, reduce the length of the probationary period.

B5.02.4 If an FSO 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 FSO Member is to be assessed, then the probationary period shall be extended for one or more years.

B5.02.5 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 FSO Member.

B5.02.6 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.

B5.02.7 The decision of the Provost regarding extension of probationary period because of leave shall be final and binding.

Decision at the end of the probationary period

B5.03.1 At least 90 days before the expiry of the FSO Member’s probationary appointment the Dean shall recommend to FEC in writing with a copy to the FSO Member that:

- a) a Continuing Appointment be offered to the FSO Member; or
- b) that no further appointment be offered to the FSO Member.

B5.03.2 FEC shall consider a recommendation under Article B5.03.1 and shall make one of the following decisions:

- a) that a Continuing Appointment be offered to the FSO Member, or
- b) that no further appointment be offered to the FSO Member.

Severance

B5.04 If an FSO Member is not offered a Continuing Appointment (after appeal procedures, if any) the FSO Member shall receive a severance payment equal to one month’s salary for each year of service as an FSO Member.

Article B6: Evaluation

Authority

- B6.01 Each Faculty shall have a Faculty Evaluation Committee (FEC) which shall be authorized to:
- a) consider and decide on recommendations regarding probation and Continuing Appointment under Article B5;
 - b) consider and decide on recommendations for Increments;
 - c) determine procedures governing applications for promotion and granting of Continuing Appointment;
 - d) consider and decide on applications for promotion;
 - e) carry out such procedural rulings as are required of it under this Article B6.
- B6.02 [vacant]

Standards of performance

- B6.03.1 The review of an FSO Member's performance shall be based on consideration of the performance of the responsibilities of the FSO Member as outlined in Article B2.
- B6.03.2 The draft standards of performance for FSO Members in a Faculty shall be determined by FEC following consultation with all FSO Members in the Faculty. The standards of performance shall recognize the expectations for each rank and shall reflect the principles set out in Articles B6.036 - B6.03.7 and B6.05. The draft standards of performance shall be submitted to the Provost for advice and consideration. If the Provost approves the standards of performance, copies shall be sent to each FSO Member in the Faculty; a copy shall be provided to an FSO Member, on appointment.
- B6.03.3 At least 10 years from the date of each approval, the standards of performance shall be reviewed and reconsidered by FEC and then, in draft form, shall be submitted to the Provost for review and advice.
- 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.
- B6.03.4 A Faculty Council shall establish, and make public to all Staff Members, voting protocols, which may include the requirement to vote electronically, for matters considered by the Faculty Council, such as approving evaluation guidelines or standards of performance.
- B6.03.5 The standards of performance may vary from Faculty to Faculty.
- B6.03.6 The standards of performance shall be higher in the higher ranks and as progress through the ranks occurs.
- B6.03.7 The award of Increments and promotions shall be based on merit and not on length of service.
- B6.03.8 The decision to award Continuing Appointment shall be based on an indication that the FSO Member is and will in future be capable of contributing effectively as an FSO Member given the performance, while on probation, in the responsibilities of an FSO Member.
- B6.03.9 Standards for the award of Continuing Appointment shall not be changed during probation for an individual FSO Member unless the FSO Member agrees, in advance of the hearing of FEC, to the new standards.
- B6.04 [vacant]

Leaves

- B6.05.1 Discontinuance of professional responsibilities during periods of Maternity Leave, Parental Leave, and Medical Leave (when the total of such periods of leave is less than 6 months in an academic year) shall require the extrapolation of the quality of performance for work done in the year to the full year.
- B6.05.2 Periods of secondment, disability leave, Assisted Leave and other forms of leave with pay, with partial pay or with no pay (as well as periods of leave or combination of leaves which exceed 6 months) shall not be considered in the evaluation of performance.
- B6.05.3 Notwithstanding Article B6.05.2, an FSO Member may request the Department Chair and FEC to take into account professional activities while on leave. The onus shall be on the FSO Member in material appended to the Annual Report to demonstrate to the Chair why such activity should be recognized.

Composition of FEC

- B6.06.1 The composition of FEC shall be:
- a) In departmentalized Faculties, the Dean (as Chair), all Department Chairs, and at least two tenured Academic Faculty members from the Faculty elected by Faculty Council. Faculty Council shall determine the number of elected members, as well as the term of office of the Chair, and terms of office of elected members.
 - b) For non-departmentalized Faculties, and for departmentalized Faculties with fewer than 30 Academic Faculty members or fewer than 4 departments, one additional Academic Faculty member from another Faculty shall be added to FEC by the Provost from a list of Academic Faculty members appointed jointly by the President and the President of the Association. The role of the external member shall include monitoring the application of the Faculty's statement of standards from an external perspective.
 - c) An FSO Member from another Faculty, appointed by the Provost from a list of FSO Members approved jointly by the President and the President of the Association (with such member to participate only in FSO Member cases before FEC).
- B6.06.2 Faculty Council may recommend to ARC that Article B6.06.1 be varied. With the prior approval of ARC, such variations shall replace Article B6.06.1 subject to such conditions as ARC may require.

Responsibility for review of performance

- B6.07 FEC shall annually consider the performance of each FSO Member in the Faculty.

Distribution of Increments to FECs

- B6.08.1 The Provost, following consultation with the Association, shall establish guidelines for the distribution of Increments to FECs.
- B6.08.2 The number of Increments available to each FEC shall be determined in the negotiations in Article 2.
- B6.08.3 Each FEC will fully distribute the maximum number of Increments available for distribution each year, plus or minus the greater of: i) 2% of the number of Increments available for distribution, and ii.) 1.0 Increment. In special circumstances, the Provost, following consultation with AASUA, may permit an FEC to distribute Increments in an amount that is greater or less than that number.

Chair's Recommendation: The award of Increments

- B6.09.1 Each year, the Department Chair shall recommend to FEC whether an FSO Member should receive an Increment based on performance in the preceding year. Such a recommendation shall

be submitted to FEC for each FSO Member in the Department. 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 an FSO Member to the salary ceiling of the FSO Member's 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 an FSO Member to the salary minimum of the next higher rank; or
- 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).

B6.09.2 An incrementation award of less than 1.0 is appealable.

Chair's Recommendation: No Increment awarded

B6.10 If a Department Chair recommends that no Increment be awarded to an FSO Member, or if FEC decides that no Increment be awarded to an FSO 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; or
- d) that academic performance is unsatisfactory and unacceptable.

Pro-rated Increment

B6.11.1 An FSO Member whose appointment takes effect in the period July 1 to October 1, inclusive, is eligible to receive a full Increment at one of the values referred to in Article B6.09.1 on the next following July 1.

B6.11.2 An FSO Member whose appointment takes effect in the period October 2 to June 1, inclusive, is eligible to receive a pro-rated Increment on the next following July 1, the proportion of a full Increment depending on the number of months they will have served by July 1. An FSO Member whose appointment takes effect in the period June 2 to June 30, inclusive, will not be eligible to receive an Increment on the next following July 1.

Promotion and awarding Continuing Appointment

B6.12.1 An FSO Member shall be first eligible to apply for promotion when their current salary is within one increment of, or is higher than, the salary minimum of the next rank.

B6.12.2 When an FSO Member is eligible for promotion, the FSO 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 Article B6.12.4 (d)).

B6.12.3 FEC shall review the performance over the entire career in considering a case for promotion.

B6.12.4 FEC shall determine procedures governing applications for promotion and granting Continuing Appointment. 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 FSO 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 FSO 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.

B6.12.5 Upon receipt of the application and documentation under Article B6.12.2, the Department Chair shall decide either to support the application or to oppose the application at the FEC hearing and shall so advise the FSO Member through the Department Chair's submission to FEC under Article B6.14.1.

Annual review of performance

B6.13 In preparation for submission of a recommendation to FEC under this Article B6, the Department Chair shall review the performance of each FSO 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 B2 and to the standards of performance under Article B6.03. Each review shall include a meeting between the FSO Member and the Department Chair and such other consultation as the Department Chair deems necessary, provided that a meeting between the FSO Member and the Department Chair shall not be required if the FSO Member chooses not to meet.

Recommendation of the Department Chair

B6.14.1 Upon completion of the review under Article B6.13, and at least 15 days prior to the meetings of FEC, the Department Chair shall make a written submission to FEC with a copy to the FSO Member concerning one of the following, depending on the case:

- a) a recommendation for merit incrementation under Article B6.09.1; or
- b) a statement as to whether or not the Department Chair supports an application for promotion;

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

B6.14.2 Notwithstanding Articles B6.13 and B6.14.1, if an FSO 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 B5 as well as the year under review with respect to a recommendation to FEC under Article B6.09.1.

B6.14.3 During the period that the FSO Member is serving a probationary period, the Department Chair shall annually, following the meeting under Article B6.13, advise the FSO Member in writing of the FSO Member's progress.

Confidential material

B6.15.1 Unless there is a contrary decision of Faculty Council, confidential academic evaluations of the work of an FSO Member may be received by FEC. Such statements and material shall not be provided to the FSO Member; rather, where the FSO Member has the right to appear before FEC, the FEC Chair shall prepare a summary of the confidential material so received and provide the FSO Member and the Department Chair with a copy thereof at least 10 days prior to the FEC hearing. The summary statement so prepared shall be in sufficient detail to enable the FSO Member to know the case they have to meet.

B6.15.2 Under no circumstances shall confidential material rendered in proceedings under this Article B6 be used against the author thereof in collateral proceedings.

FEC procedures

B6.16.1 FEC shall use its best efforts to schedule its meetings so that:

- a) all decisions about renewal of probationary appointments and granting of Continuing Appointment 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.

B6.16.2 A quorum for FEC shall be not less than 80% of the members of FEC. When FEC is considering Continuing Appointment cases, the member added under Article B6.06.1(c) shall be present.

B6.16.3 All decisions of FEC are by majority vote of the members present and eligible to vote.

B6.16.4 FEC may permit resource persons to attend meetings to assist in the administration of its activities.

B6.16.5 FEC is authorized:

- a) to approve the recommendations of Department Chairs made under Articles B5 and B6; or
- b) not to approve such recommendations and to vary the outcome.

B6.16.6 FEC may adjourn from time to time.

B6.16.7 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 FSO Member at the FSO Member's University of Alberta email address. The decision shall take effect on the following July 1.

B6.16.8 The FSO Member may appeal the decision of FEC to the General Appeals Committee in accordance with Article B8.04.1.

Contested cases against Department Chair's recommendation

B6.17.1 A contested case is one where the FSO Member has the right to appear before FEC. An FSO Member has the right where:

- a) the Department Chair recommends that less than a single Increment be awarded, except where the FSO 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 an FSO Member;
- c) the FSO Member applies for promotion and the application is not supported by the Department Chair;
- d) cases arising pursuant to A6.19.1.

B6.17.2 At least 10 days before the hearing, the FSO Member shall advise the FEC Chair of the intention to appear or to submit material or both. Should the FSO 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 FSO Member intends to call before FEC.

B6.17.3 At least 5 days before the hearing, the Department Chair shall submit to the FEC Chair, with a copy to the FSO Member (subject to Article B6.15.1):

- a) a statement in reply to the FSO 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.

B6.17.4 Materials submitted to the FEC Chair shall be in electronic form, where feasible.

FEC hearings in contested cases against Department Chair's recommendation

- B6.18.1 FEC is not bound by rules of evidence or procedures applicable to courts of law.
- B6.18.2 Procedural rulings shall be made by the FEC Chair but are subject to reversal by majority vote of FEC.
- B6.18.3 Except for material received under Article B6.15.1, if written material is disputed by either the FSO 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.
- B6.18.4 Both the FSO Member and the Department Chair have the right to call and question witnesses, to question one another and to present oral arguments.
- B6.18.5 If an FSO Member chooses to appear before FEC to present a case, both the FSO Member and the Department Chair shall be entitled to be present during the presentation of the case.
- B6.18.6 The FEC Chair shall determine the order of presentation of materials, of directing questions and of oral arguments and shall advise the FSO Member prior to the hearing. The FEC Chair retains the right to revise the order during the hearing as may become necessary.
- B6.18.7 The FSO Member shall present the case personally, except when the FSO is on leave in which case the FSO Member may appoint another FSO Member to act as representative. The FSO Member has the right to be accompanied by an advisor, but not legal counsel nor the Association.
- B6.18.8 At the FEC hearing, additional material may be submitted by the FSO 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 FSO 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 Article B6.16.1. 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 FSO Member to respond to the material.
- B6.18.9 FEC has the right to request additional material and to call and compel the attendance of further witnesses.
- B6.18.10 The onus shall be on the Department Chair to satisfy FEC that, on the basis of the evidence submitted, the recommendation is appropriate.
- B6.18.11 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 FSO Member in which case the Department Chair shall attend the deliberation portion of the meeting and be allowed to vote.
- B6.18.12 FEC is required to issue reasons for its decision and shall convey the decision in accordance with Article B6.16.7.

Preliminary position of FEC

- B6.19.1 After initial consideration, FEC may not be prepared to endorse:
- a) a recommendation for a further appointment; or
 - 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.

- B6.19.2 In a case arising under Article B6.19.1, 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.
- B6.19.3 In a case arising under Article B6.19.1, the FEC Chair shall, within 5 days after the end of the FEC meeting, inform the FSO Member, in writing, of the Department Chair's position and of the preliminary position of FEC, provide the FSO Member with the issues of concern to FEC, and offer to meet with the FSO Member to discuss the case.

Reconsideration of preliminary position by FEC

- B6.20.1 The FSO Member may, within 5 days of receipt of the information under Article B6.19.3, inform the FEC Chair, in writing, whether or not the FSO Member wishes the case to be reconsidered by FEC. At the same time, the FSO Member shall send a copy to the Department Chair.
- B6.20.2 If the FSO Member does not request reconsideration by FEC, the preliminary position of FEC shall be the decision of FEC and that decision shall be final and binding.
- B6.20.3 If the FSO Member decides that the case shall be reconsidered by FEC, the FEC Chair shall advise the FSO Member of the time and place of the reconsideration.

FEC procedures for reconsideration hearing

- B6.21.1 A least 10 days before reconsideration by FEC, the FSO Member shall submit to the FEC Chair with a copy to the Department Chair:
- a) a statement advising FEC whether or not the FSO Member shall appear before FEC to present a case;
 - b) any material in response to the preliminary position of FEC as communicated to the FSO Member under Article B6.19.3 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 FSO Member; and
 - d) a statement indicating the FSO Member's minimum acceptable decision by FEC.
- B6.21.2 On receipt of the information/material under Article B6.21.1, the FEC Chair shall send copies to FEC.
- B6.21.3 At least 5 days before the reconsideration by FEC, the Department Chair shall submit to the FEC Chair, with a copy to the FSO Member:
- a) a statement in reply to the FSO Member's submission under Article B6.21.1 including a statement as to whether or not the Department Chair supports the minimum acceptable position of the FSO 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.
- B6.21.4 On receipt of the information/material under Article B6.21.3, the FEC Chair shall send copies to FEC and to the FSO Member.

- B6.21.5 The general procedures for FEC hearings in contested cases (Articles B6.17.1 to B6.18.12) shall generally apply to reconsideration cases (Articles B6.19.1 to B6.21.4). 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 FSO Member then presents their case;
 - c) The Department Chair then makes a statement in response;
 - d) FEC may then question the FSO 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 FSO Member shall not be present;
 - g) At the deliberation portion of the hearing, the Department Chair shall not be present unless they support the FSO 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 Article B6.16.7.

Article B7: Unacceptable Academic Performance

- B7.01 The FEC Chair shall refer the record of an FSO Member to the Provost with a recommendation that the FSO Member be disciplined for unacceptable academic performance if FEC has cited performance as unsatisfactory and unacceptable, provided that the FSO Member's performance has also been cited as unsatisfactory and unacceptable in either of the two preceding years and further provided that, if the FSO Member had appealed the FEC decision to GAC, such appeal was not upheld.
- B7.02 The record of the FSO Member shall include copies of all material about the FSO Member which had been before FEC in the last 3 years and before GAC in any appeals made by the FSO Member in those years and any additional material which the FEC Chair adds to support the recommendation.
- B7.03 The recommendation shall be filed with the Provost within 20 days of the decision of FEC or, if the decision has been appealed under Article B8, of the decision of GAC.
- B7.04 As soon as possible following receipt of the material under Articles B7.01 and B7.02, the Provost shall provide a copy of that material to the FSO Member except that which is confidential.
- B7.05 The FSO Member may submit material in response to that submitted under Articles B7.01 and B7.02, with such material to be submitted to the Provost within 15 days of receipt of the material under Articles B7.01 and B7.02.
- B7.06 The Provost shall offer to meet with the FSO Member within 20 days of the receipt of the recommendation under Article B7.03 or within 10 days of the receipt of the material under Article B7.05. The Provost may be accompanied by an Administration Advisor and the FSO Member may be represented by the Association but shall not be represented by their own legal counsel at such a meeting. Each shall, but not later than the day before the meeting, inform the other who the attendees will be.
- B7.07 Following any meeting under Article B7.06 and any other consultations the Provost chooses to have, the Provost shall, in writing:
- a) not approve the recommendation of the FEC Chair; or
 - b) penalize the FSO Member, which may include one or more of the following: by a letter of reprimand; suspension with or without pay; dismissal, or other appropriate penalty (but not a fine or a reduction of salary); stating the effective date of such penalty.
- B7.08 The Provost shall, as soon as possible after reaching a decision under Article B7.07, advise the FSO Member, the FEC Chair and the Association of the decision, in writing.

- B7.09 The onus shall be on the FEC Chair to establish that, on the balance of probabilities, that the academic performance of the FSO Member be declared unsatisfactory and unacceptable and that a penalty be assessed by the Provost.
- B7.10 The FSO Member may appeal the decision under Article B7.07 by so advising the Provost, in writing, within 10 days of the date of that decision.
- B7.11 Within 10 days of receipt of the notice of appeal under Article B7.10, the Provost shall establish a review board to consider the appeal. The membership of the review board shall be:
- a) one person who is familiar with the academic responsibilities of the FSO Member appointed by the FEC Chair;
 - b) one person who is familiar with the academic responsibilities of the FSO Member appointed by the FSO Member; and
 - c) one person appointed by the other two appointees to chair the review board.
- If the first two appointees fail to agree on a person to chair the review board, the Provost shall apply to the Chairman of the Labour Relations Board, Department of Labour, Province of Alberta, for the appointment of that person.
- B7.12 The review board shall consider the case and shall decide, on the balance of probabilities, whether or not the decision of the Provost under Article B7.07 should be upheld, varied or dismissed.
- B7.13 In its consideration of the appeal, the review board shall follow the procedures for arbitration in Article 15 except those set out in Articles 15.02, 15.05, 15.07.3, and 15.08.
- B7.14 Notwithstanding the provisions of Article 15.07.3, the onus shall be on the FSO Member to establish, on the balance of probabilities, that the decision of the Provost should be quashed or varied.
- B7.15 The decision of the review board shall be final and binding.
- B7.16 Each party shall bear the fees and expenses of their own appointee to the review board under Article B7.11 while the two parties shall share equally the fees and expenses of the review board chair.
- B7.17 If the review board upholds the appeal of the FSO Member and if FEC determines that the performance of the FSO Member is unsatisfactory and unacceptable in either the following year or the next following year, the conditions would again exist for another referral under Article B7.01.
- B7.18 All dates and times established by this Article B7 may be varied by the mutual written consent of the FSO Member, the FEC Chair and the Provost.

Article B8: Appeals

Definitions

B8.01 In this Article B8:

- a) "Advisor" means the person who will assist the Appellant or the Respondent at the hearing of the appeal. The Appellant or Respondent shall not have their own legal counsel at the hearing;
- b) "Appellant" means the Staff Member who has appealed;
- c) "Chair" means the Chair of the General Appeals Committee (GAC); and
- d) "Respondent" means the FEC Chair.

GAC membership

B8.02.1 Appeals under this Article B8 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 Academic Faculty members selected by the Provost from the list established in accordance with Article B8.02.2, none of whom shall be from the same Faculty as the Appellant; and
- c) subject to Article B8.02.3, two FSO Members selected jointly by the President and the President of the Association, for the particular case at hand and who shall be from the same Faculty as the Appellant.

B8.02.2 The list referenced in Article B8.02.1 (b), shall consist of at least 12 tenured Academic Faculty 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 3 years, staggered, and a member may be reappointed. Selection of the 3 Academic Faculty members to serve on a GAC 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.

B8.02.3 Where the Appellant is from a departmentalized Faculty, the two FSO Members referred to in Article B8.02.1(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.

B8.02.4 Notwithstanding the provisions of Articles B8.02.1 (c) and B8.02.3, 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 Articles is not appropriate, they may vary by agreement such membership, bearing in mind the principles of Articles B8.02.1 (c) and B8.02.3 and after consultation with the Appellant and the Respondent.

B8.02.5 No members of the FEC whose decision is being appealed may be members of GAC.

B8.02.6 Subject to Article B8.02.7, the quorum of GAC shall be all the members provided for in Article B8.02.1.

B8.02.7 If, after a hearing commences, one GAC member appointed under Article B8.02.1(b) or one GAC member appointed under Article B8.02.1(c), or both, cannot continue to serve due to circumstances beyond the member's control as determined by the Chair, a quorum shall exist notwithstanding the absence of such member or members for the balance of the proceedings.

Right to appeal

B8.03 A Staff Member may appeal the following decisions to GAC in accordance with the provisions of this Article A8, 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 Continuing Appointment upon the termination of a probationary appointment;

- b) [vacant]
- c) the decision of FEC not to award an Increment or to award an Increment which is less than single in value.

Pre-hearing procedures

- B8.04.1 As soon as reasonably possible after the receipt of appeal documents by the Chair, the members of GAC shall be selected in accordance with Article B8.02.
- B8.04.2 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 Articles B8.02.1 (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.
- B8.04.3 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 Article B8.02.
- B8.04.4 A decision of the Chair under Article B8.04.3 may be made without a hearing and shall be final and binding.
- B8.04.5 Within 10 days of the date the decision of FEC is mailed to a Staff Member, the Staff Member may commence an appeal. The Staff Member 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.
- B8.04.6 As soon as reasonably possible following receipt of the letter under Article A8.04.5, the Chair shall request of the Respondent a copy of all materials submitted to FEC.
- B8.04.7 Within 5 days of the date of the request in Article B8.04.6, the Respondent shall file with the Chair all materials submitted to FEC.
- B8.04.8 As soon as reasonably possible following the receipt of the materials in Article B8.04.7, the Chair shall send an indexed copy thereof to the Appellant.
- B8.04.9 Within 15 days of the date the material forwarded in Article B8.04.8 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 Article B8.07.3;
 - 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.
- B8.04.10 As soon as reasonably possible following the receipt of the materials in Article B8.04.9, the Chair shall send an indexed copy thereof to the Respondent.
- B8.04.11 Within 15 days of the date the material forwarded under Article B8.04.10 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 Article B8.04.9;

- 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 Article B6.03.1;
- f) as applicable, a copy of the position description and performance expectations;
- g) 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.

B8.04.12 Subject to Articles B8.09, as soon as reasonably possible following receipt of the material forwarded under Article B8.04.11, the Chair shall send an indexed copy thereof to the Appellant.

B8.04.13 Notwithstanding Articles B8.04.8 and B8.04.10, if the Chair is of the opinion that any of the material is too bulky for cost-effective reproduction, or is of no or of marginal relevance to the case, the Chair shall prepare a list of that material, together with a short summary of the content thereof, and shall forward such list and summary to the Appellant or Respondent, as the case may be. The original of the material shall be held available in the Chair's office for examination at any reasonable time by the Appellant, the Respondent and the members of GAC.

B8.04.14 Notwithstanding the time limits set out in Articles B8.04.9 and B8.04.11, 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.

B8.04.15 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 Articles B8.04.9 and B8.04.11, but no earlier than 6 weeks after filing of the notice of appeal.

B8.04.16 The Chair shall give at least 10 days written notice of hearing to the Appellant and the Respondent.

Hearing procedures

B8.05.1 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.

B8.05.2 GAC may adjourn the hearing from time to time.

B8.05.3 GAC may tape record the hearing and may use the tape recording during its deliberations. The Appellant and the Respondent, and their respective Advisors, may listen to the recording in the office of the Chair within 4 weeks of the issuance of the decision of GAC, but no copies may be made. The recording may be destroyed by the Chair at any time after 6 weeks of the date of issuance of the decision of GAC.

B8.05.4 The Chair shall make available to members of GAC a copy of all the materials filed with the Chair under this Article B8.

B8.05.5 At the hearing, GAC may not accept any written evidence that was not submitted in accordance with Articles B8.04.9 and B8.04.11 unless it is of the opinion that, with the exercise of reasonable diligence, the party seeking to adduce the evidence could not have done so in accordance with the said Articles.

B8.05.6 Subject to Article B8.09, GAC may accept any oral or written evidence that it, in its discretion, considers proper, whether admissible in a court of law or not.

- B8.05.7 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 Article B8.09.1.
- B8.05.8 GAC is not bound by rules of evidence or procedures applicable to courts of law.
- B8.05.9 Both the Appellant and the Respondent have the right to call and question witnesses, to question one another and to present oral arguments.
- B8.05.10 The order of presentation at the hearing shall be as follows:
- a) the Respondent's case;
 - b) the Appellant's case;
 - c) rebuttal by the Respondent;
 - d) material and/or witnesses of GAC under Article B8.05.7, if any;
 - e) closing argument by the Respondent; and
 - f) closing argument by the Appellant.
- B8.05.11 It shall be the responsibility of the Appellant and the Respondent to secure the attendance of the witnesses to be called by each.
- B8.05.12 The onus of proof, which shall be on the balance of probability, shall be on the Appellant.
- B8.05.13 Procedural rulings shall be made by the GAC Chair but are subject to reversal by majority vote of GAC.

Post-hearing procedures

- B8.06.1 Upon the conclusion of the hearing or within a reasonable time thereafter, GAC shall deliberate in private and render a decision by majority vote.
- B8.06.2 Subject to Article B8.02.7, all members of GAC shall vote, except for the Chair.
- B8.06.3 Where the vote of the members of GAC is a tie, the Chair shall vote.
- B8.06.4 The vote of the members of GAC shall be by secret ballot.
- B8.06.5 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.
- B8.06.6 The decision of GAC shall be final and binding.
- B8.06.7 The decision of GAC shall normally be made no later than June 30 next following the date of the FEC decision.
- B8.06.8 All binders of material are to be returned, except from the Appellant and Respondent, and destroyed. All notes are to be destroyed 6 weeks from the date of the decision.

Jurisdiction of GAC

- B8.07.1 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.
- B8.07.2 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.

B8.07.3 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 Continuing Appointment upon the termination of a second probationary period, to award such an appointment or to extend the probationary period by one year;
- b) in the case of an appeal of a decision by FEC to award less than a single Increment or no Increment, to replace FEC's decision with one which is more favourable 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 Article B6.10);
- c) 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 Article B6.10 to any other identification more favorable to the Appellant; and
- d) 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 .

B8.07.4 GAC shall be bound by the standards approved under Article B6.03.2.

Time limits

B8.08 Except for the times established in Articles B8.04.9 and B8.04.11, to which Article B8.04.14 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

B8.09.1 The Chair shall not forward any confidential material received under Article B8.04.11 (and described in Article B6.15.1) to the Appellant under Article B8.04.12 but, instead, shall send a copy of the summary of such material prepared under Article B6.15.1 to both the Appellant and Respondent. Similarly, the Chair shall not forward any confidential material received under Article B8.05.7 to the Appellant but, instead, shall send a copy of a summary prepared by the Chair to both the Appellant and the Respondent.

B8.09.2 A written instrument referred to in Article B8.09.1 shall be made available to members of GAC by the Chair, and may be taken into account by GAC in rendering a decision.

B8.09.3 Subject to Article B8.09.5, 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.

B8.09.4 Subject to Article B8.09.6, the deliberations of GAC shall be held in confidence by the members thereof and shall not be disclosed to any person.

B8.09.5 The confidential information described in Articles B8.09.3 and B8.09.4 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.

B8.09.6 Where disclosure of the confidential information described in Articles B8.09.3 and B8.09.4 is made in accordance with Article B8.09.5, the person disclosing the information shall do so only on the basis that it is disclosed to another person in confidence.

Article B9: Salaries and Benefits

Salaries

B9.01 The salary scale for FSO Members is set out in Appendix B.2.

Supplementary Health, Dental and Ancillary Benefits

B9.02 FSO Members are eligible to participate in the University benefit programs applicable to FSO members.

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

B9.03.1 FSO Members shall participate in the Universities Academic Pension Plan (UAPP).

B9.03.2 FSO Members are eligible to participate in the Academic Supplementary Retirement Plan (ASRP).

Vacation

B9.04.1 Each FSO Member shall be entitled to an annual vacation in accordance with the following table:

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

B9.04.2 An FSO 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 B10: Academic Reorganization

Preamble

B10.01 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 FSO Members.

B10.02 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.

B10.03 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 FSO Members, the procedures of this Article B10 shall apply.

Definitions

B10.04 For the purpose of this Article B10,

- 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 FSO 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 decrease in enrolment or a significant decrease in the length of a program. For the purpose of this definition, the reduction shall require a reduction of not fewer than 15% of the FSO Members in the Program or 25 FSO Members whichever is the lesser, but in no case shall the reduction of FSO 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 Learning.

Preliminary Procedures

- B10.05 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.
- B10.06 The Faculty Council shall have up to 4 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

- B10.07 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 B10.06 with the recommendation.
- B10.08 If the Reorganization may result in a Reduction of a Program, the Provost shall also instruct the Dean to establish the committee required in Article B10.23.
- B10.09 Upon receiving a recommendation for Reorganization, APC shall strike a sub committee which shall consider the recommendation. The sub committee shall have 6 members, 3 of whom shall be members of APC, and 3 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 6 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.
- B10.10 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.
- B10.11 A sub committee shall be struck for each recommendation for Reorganization.
- B10.12 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.
- B10.13 The sub committee shall submit a written report to APC within 30 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.

- B10.14 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.
- B10.15 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.
- B10.16 [Vacant]
- B10.17 Decisions at APC on recommendations for Reorganization shall be by secret ballot.
- B10.18 If APC is replaced by another committee of GFC, the replacement committee shall do what APC is required to do by this Article B10. The membership of the committees authorized to make decisions shall be as close to the membership anticipated by this Article B10 as possible.
- B10.19 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.
- B10.20 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*; or
 - b) return the recommendation to GFC for further consideration; or
 - c) reject the recommendation for Reorganization.
- B10.21 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

- B10.22 When GFC approves a Reorganization, the Provost shall:
- a) inform the Dean, in writing and, if required, inform the committee under Article B10.23 that procedures for implementation must be completed within 20 days of such notice; and
 - b) schedule a meeting with the FSO Members who may be affected by the Reorganization to inform them of the procedures of this Article B10 and to discuss plans and timelines for the implementation of the Reorganization. The Association shall be invited to send representatives to the meeting.

Procedures

- B10.23 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 FSO 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; 3 members shall be elected by Faculty Council from its members; 3 Department Chairs shall be elected by Faculty Council from the roster of Chairs. This committee shall be the same as that selected under Article A10.23(b)1.2.
 - 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 Article B10.22 (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.

B10.24 For a Reorganization which involves Deletion the Dean shall inform the FSO Members in the Reorganized Program of the number of positions which will be required for each year during which the Program is being deleted. FSO 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 FSO Members to teach the required courses.

B10.25 Within 15 days after the approval of the Minister under Article B10.20, the Provost shall convene a meeting of the FSO Members affected by a Reorganization to inform them of the ramifications of the Reorganization and the subsequent procedures of this Article B10. The Association shall be invited to attend this meeting.

FSO Member Options

B10.26 Each FSO 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

- B10.27 a) An FSO 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) (Article B11.08).
- 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. Articles B11.13 to B11.17 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

- B10.28 a) An FSO Member affected by a Reorganization shall be entitled to identify, in writing to the Provost, any Department or Faculty for which the FSO 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 FSO 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

- B10.29 a) An FSO Member affected by Reorganization may advise the Provost, in writing, of an interest in being reassigned to a position in another Department or Faculty for which the FSO Member is not currently qualified but could become qualified after a period of paid study leave. The FSO Member shall describe the study leave program, the qualifications to be obtained and an estimate of the time required to complete the program. The Provost shall consult the Dean and Department Chair of the identified Faculty (and Department) and with the Association. The Provost shall decide on the proposal, and shall advise the FSO Member, in writing.

Layoff

B10.30 If FSO 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 Article B10.23 to re-convene to determine the specific FSO Members to be laid-off; in doing so, the committee shall apply the procedures approved by the Provost under Articles B10.23(c) or B10.23(d). The committee shall submit a list of names of FSO Members to the Provost as its recommendation for specific layoffs. The Provost may establish a deadline for submission of such a list.

- B10.31 Layoffs shall only be considered if the number of positions affected by the Reorganization is greater than the total number of FSO Members who will reach normal retirement age in the academic year in which GFC makes the decision under Article B10.19 and the next two academic years.
- B10.32 The Provost shall layoff FSO Members on the recommendation of the committee under Article B10.30. 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 Articles B10.23(c) or B10.23(d). The Provost shall inform the FSO Members, in writing, with copies to the Association.
- B10.33 Layoff under this Article B10 shall not be considered nor represented as dismissal for cause.

Notice and Severance

- B10.34 The period of notice to individual FSO Members may vary depending on the need to complete teaching commitments in the Program.
- a) Notice of layoff shall be not less than 9 months.
 - b) An FSO Member who resigns before the end of a notice period shall receive not less than 9 months' salary.
 - c) An FSO Member who is given notice shall normally continue to perform regular responsibilities during that period. By mutual agreement, salary may be paid in lieu of notice.
 - d) The salary paid during a period of notice plus the severance shall not exceed the regular salary payable between the date of notice and normal retirement.
- B10.35 An FSO Member who is laid off shall receive a severance payment (in months of salary) of $18.67 - \underline{N}$, where N is the number of months of notice
- a) The minimum severance payment shall be 9 months' salary.
 - b) The maximum severance payment shall be 15 months' salary.
- B10.36 [Vacant]
- B10.37 The Board shall provide, on request of an FSO Member, relocation counselling 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.
- B10.38 Severance shall normally be paid in a lump sum. An FSO Member may request an alternative payment which may be arranged subject to applicable tax regulations and the approval of the Provost.

Recall

- B10.39 For a period of two full academic years following the Minister's decision under Article B10.25 the Provost shall not authorize the replacement of FSO 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) FSO 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 FSO Members apply than there are vacancies, the selection shall be made on the basis of the procedures in Article A10.23.
- c) If an FSO Member is reappointed, the period between the end of the notice period 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

B10.40 FSO 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 B10.

Article B11: Financial Emergency

Preamble

B11.00 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 B11 shall be followed.

Definitions

B11.01 In this Article B11:

- 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 an FSO Member who, on the Termination date, would be at or above (1) the mean age or (2) the median age, whichever index provides the greater number of Eligible staff members, plus FSO Members who, on the Termination date would be below the selected index age but who have at least 15 years of service at this University.
- 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 (Article B11.18).
- e) “Savings” means the annual cost of salary and benefits deleted from the operating budget when an FSO 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

B11.02 When the President is of the view that Financial emergency conditions exist, the President shall invite representatives of the Association to a meeting to discuss the University’s financial circumstances, providing them information supporting that view.

B11.03 The Association shall have up to 10 days to respond to the President and a second meeting between the President and representatives of the Association shall be convened to discuss that response.

B11.04 If, following the meeting under Article B11.03, the President concludes that a Financial emergency exists, the President shall initiate the procedures of this Article B11.

B11.05 If the Association does not meet under Articles B11.02 and B11.03, the President may nevertheless initiate the procedures.

B11.06 Concurrent procedural streams shall be initiated by the President: (a) a voluntary severance incentive plan (VSIP) (B11.07 - B11.18); and (b) determination of whether or not there is a Financial emergency (B11.19 - B11.36).

VSIP

B11.07 An Eligible staff member may apply for severance under the VSIP, such application to be in accordance with the procedures of Articles B11.14 - B11.17.

B11.08 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
2.5	50% of year's salary
3.0	60% of year's salary
3.5	70% of year's salary
4.0	80% of year's salary
4.5	90% of year's salary
5.0	100% of year's salary
5.5	105% of year's salary
6.0	110% of year's salary
6.5	115% of year's salary
7.0	120% of year's salary
7.5	125% of year's salary
8.0	130% of year's salary
8.5	135% of year's salary
9.0	140% of year's salary
9.5	145% of year's salary
10.0	150% of year's salary
Above 10.0	165% of year's salary

B11.09 [Vacant]

B11.10 [Vacant]

B11.11 The President shall announce implementation of the VSIP immediately following the decision under Article B11.04.

B11.12 When announcing the VSIP, the President shall, after consultation with the Association, advise of the amount of Savings predicted through the VSIP.

B11.13 Based on the predicted Savings under Article B11.12, 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.

B11.14 An Eligible staff member may apply for a VSIP payment to the Dean within the time limit set under Article B11.17.

- B11.15 The Dean is authorized to approve such applications provided the allocations under Article B11.13 are honored.
- B11.16 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.
- B11.17 Applications for VSIP payments must be submitted no later than 3 days following the submission of the report by the Commission (under Article B11.29) or 30 days from its establishment (under Article B11.22), whichever is the later.

B11.18 [Vacant]

Determination of Financial Emergency

- B11.19 The President shall, as soon as possible following the decision under Article B11.04, 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.
- B11.20 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 B11 shall apply. The declaration shall be issued within 10 days following receipt of the President's proposal.
- B11.21 Within 5 days following the declaration under Article B11.20, APC shall forward to the Association a copy of all financial documentation which was before APC.
- B11.22 Within 10 days following the declaration under Article B11.20, 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.
- B11.23 The Commission established under Article B11.22 shall consist of 5 persons agreed upon by the President and the Association. If the President and the Association cannot agree on the 5 persons, either party may apply to the Auditor-General of Alberta who shall select the persons needed to fill the membership on the Commission.
- B11.24 If either party fails to undertake its responsibility under Article B11.22, then the other may select the members of the Commission.
- B11.25 The Commission shall select its own chair from among its 5 members.
- B11.26 The Commission shall have the right to inspect relevant University financial records.
- B11.27 The Commission shall meet within 10 days of the appointment of its last member.
- B11.28 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.

- B11.29 Within 30 days of its establishment, the Commission shall submit a written report to the Board, with a copy to the Association and to APC.
- B11.30 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.
- B11.31 Within 10 days following the submission of the report by the Commission, the Board shall consider whether or not a Financial emergency exists and, following such consideration, it shall make a decision on the matter. In its consideration the Board shall take into account any Savings which are expected through the VSIP under Articles B11.07 - B11.18.

Implementation of Financial Emergency

- B11.32 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 FSO Members after application 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 10 days of the Board's declaration under Article B11.31.
- B11.33.1 If the discussions with the Association under Article B11.32 (c) do not result in agreement on a method of reduction, the Board shall, within 10 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 FSO Members applied in an equal percentage to all FSO Members; or
 - b) through the lay-off of FSO Members; or
 - c) at the Board's discretion, through a third option.
- B11.33.2 In order to prepare for the possibility of lay-off under Articles B11.33.1.(b) or B11.33.1.(c), each Faculty shall be assigned a reduction target dependent upon its proportion of the total salaries of FSO Members. Each departmentalized Faculty shall select the members of the committee to carry out the process under Article B11.23 with such selection to be completed within 15 days of the decision of APC under Article B11.20. The committee shall determine the procedures and submit these to the Provost, under Article B10.23 (c), within 30 days of the decision of APC under Article B11.20.
- B11.33.3 If the FSO Members opt for Article B11.33.1 (b) or B11.33.1 (c) (with layoffs), the Provost shall require the committee established under Article B11.33.1/B10.23 to re-convene to determine the specific FSO Members to be laid-off; in doing so, the committee shall apply the procedures approved by the Provost under Articles B10.23 (c) or B10.23 (d). The committee shall submit a list of names of FSO Members to the Provost as its recommendation for specific layoffs. The Provost may establish a deadline for submission of such a list.
- B11.33.4 The Provost shall decide on the recommendations submitted under Article B11.33.3 and advise the FSO Members affected, in writing, with a copy to the Association.
- B11.33.5 Severance and notice for FSO Members who are laid-off under Articles B11.33.3 and B11.33.4 shall be the same as for those who are laid-off under Article B10. The specific Termination dates under Article B10.01 (d) shall not apply.
- B11.34 The Board's proposals under Article B11.33.1 shall be put to a vote of FSO Members affected, with such a vote to be completed within 20 days of the Board's submission under Article B11.33.1. If more than two options are provided, the vote shall be by preferential ballot.
- B11.35 The vote of the FSO Members under Article B11.34 shall be final and binding upon the Board, the Association and the FSO Members.

B11.36 Any changes to salaries/salary scales and benefits of FSO Members resulting from application of Articles B11.32 - B11.35 shall be made notwithstanding the provisions of Articles 2.12 - 2.20 for the time specified in the proposals under Articles B11.32 - B11.35.

Exclusion

B11.37 FSO 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 B11.

Article B12: Delegation

B12.01 The Board confirms delegation of its powers, duties and functions for the performance of its responsibilities contemplated by the terms of the Common Agreement and this Schedule B (with the power to subdelegate as set out in this Article), including responsibilities assigned to a person or committee pursuant to:

- a) Article B1 – Appointments
- b) Article B5 - Probation and Continuing Appointment
- c) Article B6 - Faculty Evaluation
- d) Article B6 - Appeals
- e) Article 7 – Discipline
- f) Such other matters as the parties may mutually confirm in writing from time to time, and with power to delegate further as set out in this Article.

B12.02 The authority of any party described in Article B12 to delegate responsibilities under this Article includes the authority to revoke those delegated responsibilities and to exercise those directly. The revocation of a delegated responsibility does not nullify decisions, order, directions or recommendations made at the time the delegation of responsibilities remained in effect.

B12.03 A senior officer of the University (including a chair, a Dean, and the Provost) may delegate to another officer of the University or to an FSO 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 an FSO Member.

B12.04 "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 the Common Agreement and this Schedule B.

B12.05 The President of the Association may delegate any responsibility of the President to another member of the executive of the Association or the Executive Director of the Association.

B12.06 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.

B12.07 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.

B12.08 If, in the Common Agreement or this Schedule B 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.



[Name]
[Address]

[enter date]

Dear [Name]:

On behalf of the Governors of the University of Alberta, I am pleased to offer you a formal appointment to the academic staff of the University of Alberta in accordance with the terms set forth below. Should you accept this offer, your employment will be governed by the Collective Agreement, including Schedule B for Faculty Service Officers, a copy of which can be found at <https://www.ualberta.ca/faculty-and-staff/my-employment/collective-agreements-and-handbooks>. The Agreement may be amended in accordance with its terms and such amendments are binding upon you.

The specific terms of the appointment offer are:

1. Rank/Position/Title:
2. Faculty:
Department:
3. Effective Date:
Period of Probationary Appointment: _____ to June 30,
4. Initial salary rate: _____ \$
5. Special conditions:
6. You will be subject to all Rules, Regulations and Policies of the University as may be promulgated or amended from time to time.
7. You may be eligible for a removal allowance of \$ _____ in accordance with Article B1.05 of the Agreement.

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

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

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

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

Yours sincerely,

[Name]
[Title]

Received by University

ACCEPTANCE

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

Dated at _____
(City)
This _____ day of _____, _____
(Day) (Month) (Year)

Signature

Appendix B.2: FSO Member Salary Scales

Full-Time Faculty Service Officers
July 1, 2018 to June 30, 2020

Step on Scale	FSO 1	FSO 2	Promotion Transition Zone		FSO 4
			FSO 3		
			\$73,358	\$91,209	\$113,499
			\$74,634	\$92,845	\$115,423
			\$75,910	\$94,480	\$117,346
			\$77,186	\$96,116	\$119,270
1.0 (minimum)	\$66,322	\$78,462	\$97,751		\$121,193
1.5	\$67,404	\$79,738	\$99,387		\$123,117
2.0	\$68,486	\$81,014	\$101,022		\$125,040
2.5	\$69,568	\$82,290	\$102,658		\$126,964
3.0	\$70,650	\$83,566	\$104,293		\$128,887
3.5	\$71,732	\$84,842	\$105,929		\$130,811
4.0	\$72,814	\$86,118	\$107,564		\$132,734
4.5	\$73,896	\$87,394	\$109,200		\$134,658
5.0	\$74,978	\$88,670	\$110,835		\$136,581
5.5	\$76,060	\$89,946	\$112,471		\$138,505
6.0	\$77,142	\$91,222	\$114,106		\$139,852
6.5	\$78,224	\$92,498	\$115,742		\$141,488
7.0	\$79,306	\$93,774	\$117,377		\$143,123
7.5	\$80,388	\$95,050	\$119,013		\$144,759
8.0	\$81,470	\$96,326	\$120,648		\$146,394
8.5	\$82,552	\$97,602	\$122,284		\$148,030
9.0	\$83,634	\$98,878	\$123,919		\$149,665
9.5	\$84,716	\$100,154	\$125,555		
10.0	\$85,798	\$101,430	\$127,190		
10.5	\$86,880	\$102,706	\$128,826		
11.0	\$87,962	\$103,982	\$130,461		
11.5	\$89,044	\$105,258	\$132,097		
12.0	\$90,126	\$106,534	\$133,732		
12.5	\$91,208	\$107,810	\$135,368		
13 (maximum)	\$92,290	\$109,086	\$137,003		

<i>Single Increment</i>	\$2,164	\$2,552	\$3,271	4@ \$3,847 (Step 1 to Step 5) 4@ \$3,271 (Step 5.5 to Step 9)
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Located on the Human Resource Services website:

<https://cloudfront.ualberta.ca/-/media/hrs/pay-and-tax-information/salary-scales/fso-2018-2020.pdf>

Appendix B.3: Copyright Regulations

1. Ownership

- 1.1 Pursuant to Article 11.02, 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 paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, 3.1, 5.1, and 5.2 of this Appendix B.3.
- 1.2 For the purposes of this Appendix B.3 and Article 11, "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, 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 paragraphs 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 paragraph 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 paragraph 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 paragraph 2.1.
- 2.4 The licence contemplated by paragraph 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 their 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 paragraphs 2.7 to 2.9 inclusive, the licence contemplated by paragraph 2.1 does not apply to any Work created by a Staff Member to fulfill assigned course responsibilities under Articles B2.01 and B2.02.
- 2.7 The licence contemplated by paragraph 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 paragraph 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 paragraph 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 paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix B.3.
- 5.2 Subject to paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix B.3, 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 B.3 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 B.3, 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 B.3.

Appendix B.4: Definitions

1. "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.