

**UNIVERSITY OF ALBERTA**

**FACULTY SERVICE OFFICER AGREEMENT**

**July 1998**  
**(incorporating July 2000, July 2006 and June 2007 amendments)**

## Table of Contents

Recitals .....	1
Article 1 - Definitions and Abbreviations .....	1
Article 2 - Application, Academic Freedom and Access to Information .....	2
Article 3 - Association Recognition .....	3
Article 4 - Delegation and Substitution .....	3
Article 5 - Agreement Review and Amending Procedures .....	4
Article 6 - Appointments .....	5
Article 7 - University Responsibilities .....	6
Article 8 - Supplementary Professional Activities (SPA) .....	7
Article 9 - Professional Leave .....	7
Article 10 - Copyright .....	8
Article 11 - Patents .....	9
Article 12 - Probation and a Continuing Appointment .....	9
Article 13 - Faculty Evaluation of Performance .....	10
Article 14 - Unacceptable Academic Performance .....	18
Article 15 - Appeals .....	20
Article 16 - Discipline .....	25
Article 17 - Resignation .....	29
Article 18 - Retirement .....	29
Article 19 - Compensation Negotiations .....	31
Article 20 - Salaries and Benefits .....	32
Article 21 - Death in Service .....	34
Article 22 - Vacant .....	35
Article 23 - Medical Leave .....	35
Article 24 - Leaves .....	36
Article 25 - General Liability Insurance .....	40
Article 26 - Indebtedness to the University .....	40
Article 27 - Grievance .....	40
Article 28 - Interpretation .....	42
Article 29 - Arbitration .....	42
Article 30 - Effective Date .....	44
Article 31 - Academic Reorganization .....	44
Article 32 - Financial Emergency .....	50
Signatures .....	55
Appendices:	
Appendix A.1 - Appointment Letter .....	56
Appendix A.2 - Notice of Retirement .....	57
Appendix B - Copyright Regulations .....	58
Appendix C - Patent Policy (Revised 2007) .....	60
Appendix D - Academic Benefits Management Committee .....	63
Appendix E - Discipline Interpretation .....	65
Appendix F - Phased Retirement Benefit Programs .....	66

## **Recitals**

**WHEREAS** The Governors of the University of Alberta, of the first part, exercising authority given to it pursuant to sections 87(1) and 87(3) of the Post Secondary Learning Act, and

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

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

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

## **Article 1 Definitions and Abbreviations**

- 1.01 “Agreement” means this Agreement.
- 1.02 “Association” means the Association of the Academic Staff of the University of Alberta.
- 1.03 “Board” means the Governors of the University of Alberta.
- 1.04 “Continuing appointment” means an appointment to the staff without term, which may be terminated only by resignation, retirement, death, or in accordance with the terms of this agreement.
- 1.05 “Day” or “Days” means Monday through Friday, but does not include a day when the University buildings are closed. Reference in this agreement to week, month and year shall refer to the calendar period.
- 1.06 “Dean” means the chief executive officer of a Faculty.
- 1.07 “Department” means the academic unit of a Faculty, established as such by the Board.
- 1.08 “Department Chair” means the chief executive officer of a Department. Responsibilities assigned herein to a Department Chair shall be the responsibility of the Dean in Faculties in which there are no departments.
- 1.09 “Faculty” means the academic unit of the University established as such by the Board.
- 1.10 “Faculty member” means a person appointed under the Board-AAS:UA Faculty Agreement.
- 1.11 “Faculty Service Officer (FSO) category” means that group of academic staff who assist and collaborate with faculty members in teaching and research process. Such staff members 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 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 faculty positions and staff members shall be counted with faculty in the staff count.

- 1.12 “Increment” means the basic unit by which salary is increased in accordance with the salary schedule negotiated in 19.01 of this Agreement.
- 1.13 “President” means the President of the University.
- 1.14 “Provost” means the Provost and Vice President (Academic) of the University.
- 1.15 “Staff member” means a person who has been appointed to a faculty service officer position on the academic staff of the University in which the person has been or may be granted a continuing appointment; this term includes both full time and part time staff who hold such positions. In addition, for the purposes of Article 32, ‘staff member’ shall include faculty members whose employment is governed by the Faculty Agreement.
- 1.16 The following abbreviations are used in this Agreement:
- a) ARC means the Agreement Review Committee created in 30.01 and 30.02,
  - b) FEC means the Faculty Evaluation Committee created in 13.01 and 13.09,
  - c) GAC means the General Appeals Committee created in 15.02,
  - d) GFC means the General Faculties Council of the University of Alberta.
- 1.17 “University” means University of Alberta.

## **Article 2**

### **Application, Academic Freedom and Access to Information**

- 2.01 This agreement shall remain in effect and be binding upon the Board, the Association, and each staff member in accordance with its terms, subject only to amendment as herein provided.

#### **Academic Freedom**

- 2.02.1 The University of Alberta is committed to the pursuit of truth, the advancement of learning, and the dissemination of knowledge.
- 2.02.2 The University expects each staff member to engage in these endeavours.
- 2.02.3 The parties to this agreement subscribe to the principles of academic freedom, that is, the right to examine, to question, to teach, to learn, to investigate, to speculate, to comment, to criticize without deference to prescribed doctrine. Academic freedom does not confer legal immunity; nor does it diminish the obligation of members to meet their responsibilities to the University as set out in Article 7 (University responsibilities).
- 2.02.4 Members have the right to publish the results of their research without interference or censorship by the institution or its agents.

#### **Access to Information**

- 2.03 A staff member shall have access, with reasonable notice, to all personal information pertaining to the staff member and records of such information which is in the Directory, except:
- 1) to confidential evaluations regarding the staff member’s application for employment;

- 2) to confidential evaluations regarding career decisions about a staff member which are made in accordance with the procedures of Articles 13, 14 and 15;
  - 3) to portions of the record that would not be released under the provisions of the Freedom of Information and Protection of Privacy Act.
- 2.04 The staff member may request of the custodian of files that the staff member be permitted to examine the staff member's personal files in that office. Such examination shall be during working hours. During the examination, the staff member shall be accompanied by the custodian, or delegate. The staff member shall not remove the file from the office, and subject to 2.05, shall not change anything in the file.
- 2.05.1 A staff member may request that information in a record pertaining to the staff member be corrected.
- 2.05.2 If the information in the record is opinion, the staff member may submit an annotation which shall be linked to a record. If a request that information in a record be corrected is not accepted, the staff member may submit an annotation which shall be linked to the record.

### **Article 3 Association Recognition**

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

### **Article 4 Delegation and Substitution**

- 4.01 The Board confirms delegation of its powers, duties and functions for the performance of its responsibilities contemplated by the terms of this agreement (with the power to subdelegate as set out in this Article), including responsibilities assigned to a person or committee pursuant to:
- a) Article 6 – Appointments
  - b) Article 12 - Probation and Continuing Appointment
  - c) Article 13 - Faculty Evaluation
  - d) Article 15 - Appeals
  - e) Article 16 - 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.
- 4.02 The authority of any party described in Article 4 to delegate responsibilities under this Article includes the authority to revoke those delegated responsibilities and to exercise those 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.

- 4.03.1 A senior officer of the University (including a chair, a Dean, and the Provost) may delegate to another officer of the University or to a staff member any of the responsibilities assigned in this agreement to the senior officer, subject to approval in writing by the officer to whom the senior officer reports.
- 4.03.2 “Acting” when referring to an officer of the University (President, Vice-President, Dean, Department Chair or other officer) means a person designated to act for the officer during the officer’s absence; the person who is acting shall have the same authority and responsibility during appointment as the officer has under the terms of this Agreement.
- 4.04 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.
- 4.05 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.
- 4.06 The FEC Chair in a non-departmentalized Faculty may recommend, and the Provost may approve, delegation of any responsibility of an FEC Chair to the Dean of the Faculty.
- 4.07 If, in this Agreement, a decision is to be made by the Association, the decision shall be made by the President of the Association subject to such restriction as the Association, acting in accordance with its bylaws, may determine. Any Association policy which restricts the ability of the President of the Association to act shall be communicated in writing to the Provost.

## **Article 5**

### **Agreement Review and Amending Procedures**

- 5.01 There shall be an ARC which shall consider amendments to the Agreement and to the Appendices thereto except for those parts of the Agreement which are amended in accordance with the provisions of Article 19.
- 5.02 ARC shall also:
  - a) consider and reach agreement on interpretations to this Agreement (Article 28);
  - b) approve variations for an FEC upon the recommendation of a Faculty Council (13.11(e) and 13.12), and;
  - c) serve as a joint reference body for consideration of matters which affect the contracts of staff members.
- 5.03 ARC shall consist of four members appointed by the Board and four members appointed by the Association. The Board and the Association may vary their members from time to time and for particular matters under consideration. Each party shall inform the other in writing of the names of its appointed members and of changes thereto.
- 5.04 The Board and the Association shall each have one vote on ARC.
- 5.05 Matters referred to ARC under 5.02(c) may be brought forward by the Provost or by the President of the Association.
- 5.06 Both the Board members and the Association members of ARC may use the services of such consultants and resource persons as they may see fit and such persons may be invited to attend meetings of ARC.

- 5.07 ARC shall meet as frequently as necessary to consider any amendments proposed by either the Board members or the Association members or by other bodies or persons.
- 5.08 Amendments to the Agreement (excluding Appendices) which are agreed to by ARC shall be referred to each of the Board and the Association for ratification. Upon ratification by both parties or upon a date specified in the ratification, such amendments shall amend this Agreement and such amendments shall be applicable to all staff members.
- 5.09 In the event that either the Board or the Association fails to ratify an amendment either party may request that ARC be reconvened to attempt to resolve the matter.
- 5.10 Where ARC does not approve a proposed amendment or where no ratification of an amendment proposed by ARC occurs, the *status quo* shall prevail.
- 5.11 ARC is authorized to approve amendments to Appendices without ratification by the Board and the Association and such amendments shall take effect on the date specified by ARC.
- 5.12 Notwithstanding the foregoing, where pursuant to section 22(2) of the Post Secondary Learning Act, policies have been approved upon recommendation of GFC for various aspects of the terms and conditions of employment of staff members, any amendments affecting such policies shall also be submitted to GFC for approval.
- 5.13 Decisions reached by ARC shall be binding on the Board and the Association and on individual staff members. When this Agreement so requires, or if either party so requests, decisions of ARC may be subject to ratification by the party so requesting.

## **Article 6**

### **Appointments**

- 6.01 The appointment of a staff member shall be made by the Provost on the advice of the Dean who shall first receive a recommendation from an advisory selection committee established in accordance with procedures approved by GFC.
- 6.02.1 A letter of appointment, following the example in Appendix A.1, duly executed by the Dean and the staff member, shall confirm the appointment of a staff member.
- 6.02.2 The appointment of a staff member shall commence on the date set in the duly executed letter of appointment.

#### **Contingent appointments**

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

#### **Special conditions**

- 6.04 The Provost may appoint a staff member with special conditions which are at variance with the terms of this

Agreement provided:

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

### **Effective dates**

- 6.06 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**

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

## **Article 7 University Responsibilities**

- 7.01 The Dean shall provide to the staff member a written job description of the general responsibilities of the position.
- 7.02 The Department Chair shall assign the specific duties of the staff member.
- 7.03 A staff member shall submit to the Chair an annual report on university responsibilities during the previous year. The requirements for the report shall be provided to the staff member by the Chair.

### **Dispute resolution**

- 7.04 In the event of a dispute with respect to the staff member's University responsibilities, a staff member shall have recourse to the Dean and the Provost, in that order.

## **Article 8**

### **Supplementary Professional Activities (SPA)**

- 8.01 A staff member is a full-time employee and has a primary obligation to fulfil University responsibilities. The staff member shall remain current with recent developments in the discipline through personal professional development.
- 8.02 Under certain circumstances it is appropriate for staff members to assume responsibilities at the University in addition to their regular duties and for which they may receive additional remuneration. 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.
- 8.03 A staff member who proposes to engage in activities outside the University which are related to his or her duties at the University or which are of a consulting nature, whether during regular University office hours or not, shall so inform his or her immediate supervisor. If the proposed activities are during regular office hours, the permission of the immediate supervisor, in writing, must be obtained prior to the staff member undertaking the activities. If University facilities are proposed to be used in the conduct of the outside activities, the permission of the immediate supervisor, in writing, must be obtained prior to the staff member utilizing such facilities. If the staff member expects to make extensive use of such facilities, the staff member may be required to reimburse the University for such use.
- 8.04 Care must be taken by the staff member that the outside activities are not in conflict of interest with the University duties.
- 8.05 Supplementary professional activities may be taken into account in the evaluation of a staff member's performance for continuing appointment, increments and promotion.

## **Article 9**

### **Professional Leave**

- 9.01 A staff member may be granted professional development leave in accordance with the following procedures.
- 9.02 A staff member shall be eligible to apply for leave provided the staff member has a continuing appointment.
- 9.03 Leave shall be considered as a privilege and shall only be awarded to a staff member who has a carefully prepared program which, in some way, will be of benefit to the University.
- 9.04 The proposal for leave shall be prepared by the staff member following consultation with the Department Chair.
- 9.05 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 9.08 to 9.12.
- 9.06 The Staff 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 his or her 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 staff member and the University and the appropriate salary level for the leave.
- 9.07 The procedures set out in 9.04 and 9.06 are those for a staff member in a departmentalized Faculty. In the case of a staff member in a non-departmentalized Faculty, the staff 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.

- 9.08 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.
- 9.09 When the leave is determined to be of primary benefit to the staff member, the salary level shall be not less than fifty percent of full salary.
- 9.10 When the leave is determined to be of equal benefit to both the staff member and the University, the salary level shall be not less than seventy-five percent of full salary.
- 9.11 When the leave is determined to be of primary benefit to the University, the salary level shall be one-hundred percent of full salary.
- 9.12 The Provost may vary the salary level proposed but, before doing so, shall consult with the staff member prior to making a decision.
- 9.13 Upon consideration of the proposal and appended comments, the Provost shall decide and that decision is final. The Provost shall advise the staff member of the decision, in writing, and if the leave is approved, of the terms of the leave.
- 9.14 During the period of leave, the staff member shall be eligible to participate, in full, in the benefit programs set out in Article 20, with the University continuing to pay the regular employer costs.
- 9.15 The period of leave may be from one month to one year. Proposals for part time leave shall be acceptable.
- 9.16 The staff 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 staff 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.
- 9.17 During leave, the staff member shall not undertake alternative employment without the advance written approval of the Provost.
- 9.18 A staff 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.
- 9.19 The staff member shall submit a report on the leave activities within two months of returning from leave with copies to be provided to the Department Chair, the Dean and the Provost.

## **Article 10 Copyright**

- 10.01 The University shall be the owner of the copyright and of all copyright works produced by a staff member who has been engaged by the University to prepare such works for the University or part of whose normal responsibilities to the University is the preparation of such works.
- 10.02 Annexed hereto is Appendix B (Copyright Regulations) which sets forth the rights, duties, and obligations of the University and of the staff member with respect to the copyright and other rights in works produced by staff members.
- 10.03 Except for the cases referred to in 10.01 and subject always to the applicability of Appendix B, the University waives, disclaims and abandons all right, title, interest or estate in a copyright work produced by a staff member.

10.04 Staff members are encouraged to enter into separate copyright agreements with the University and Appendix B shall apply only in those cases where individual contracts have not in fact been negotiated and executed.

## **Article 11**

### **Patents**

11.01 A discovery or invention made by a staff member which has patent possibilities may be patented in accordance with the University Patent Policy (Appendix C) either through individual application or through the University.

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

## **Article 12**

### **Probation and Continuing Appointment**

#### **Types of appointments**

12.01 A staff member may be appointed in accordance with this article as a staff member with a continuing appointment, or as a staff member on probation leading to consideration for a continuing appointment.

12.02 No person shall be appointed as an FSO unless the Dean first receives recommendation from an advisory selection committee established in accordance with procedures approved by GFC.

12.03 A person appointed as an FSO I shall be on a probationary appointment.

#### **Probationary periods**

12.04 A staff member who is appointed without a continuing appointment shall serve a probationary period calculated in accordance with the following:

<b>Effective Date of Appointment</b>	<b>Probationary Period</b>
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)

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

12.06 a) If a staff member is granted one or more leaves during a probationary period and if the length or type of leave is such that it materially affects the performance on which the staff member is to be assessed, then the probationary period shall be extended for one or more years.

- b) An extension of a probationary period because of leave shall be made by the Provost on the recommendation of the Dean following consultation with the staff member.
  - c) In considering a recommendation for an extension of a probationary period because of leave, the Provost shall take into account the length of the leave period, the time of the year when the leave was taken and the purposes of the leave.
  - d) The decision of the Provost regarding extension of probationary period because of leave shall be final and binding.
- 12.07 At least ninety days before the expiry of the staff member's probationary appointment the Dean shall recommend to FEC in writing with a copy to the staff member that;
- a) a continuing appointment be offered to the staff member.
  - b) that no further appointment be offered to the staff member.
- 12.08 FEC shall consider a recommendation under 12.07 and shall make one of the following decisions:
- a) that a continuing appointment be offered to the staff member, or
  - b) that no further appointment be offered to the staff member.
- 12.09 If a staff member is not offered a continuing appointment (after appeal procedures, if any) the staff member shall receive a severance payment equal to one month's salary for each year of service as a staff member.

## **Article 13**

### **Faculty Evaluation of Performance**

#### **Authority**

- 13.01 Each Faculty shall have a FEC which shall be authorized to:
- a) consider and decide on recommendations regarding probation and continuing appointment under Article 12;
  - 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.

#### **Standards of performance**

- 13.02 The review of a staff members performance shall be based on consideration of the performance of the responsibilities of the staff member as outlined in Article 7.
- 13.03 The standards of performance for staff members in a Faculty shall be determined by FEC following consultation with all staff members in the Faculty. The statement of standards shall recognize the expectations for each rank. The statement of standards shall be submitted to the Provost for consideration. If the Provost approves such a

statement, copies shall be sent to each staff member in the Faculty; a copy shall be provided to a staff member, on appointment.

- 13.04 The standards of performance may vary from Faculty to Faculty.
- 13.05 The standards of performance shall be higher in the higher ranks and as progress through the ranks occurs.
- 13.06.1 The award of increments and promotions shall be based on merit and not on length of service.
- 13.06.2 Discontinuance of professional responsibilities during periods of childbirth leave, parental leave and medical leave (when the total of such periods of leave is less than six months in an academic year) shall require the extrapolation of the quality of performance for work done in the year to the full year.
- 13.06.3 Periods of secondment, disability leave, assisted leave and other forms of leave with pay, with partial pay or with no pay (as well as periods of leave or combination of leaves which exceed six months) shall not be considered in the evaluation of performance.
- 13.06.4 Notwithstanding 13.06.3, a staff member may request the Department Chair and FEC to take into account professional activities while on leave. The onus shall be on the staff member in material appended to the annual report to demonstrate to the Chair why such activity should be recognized.
- 13.07 The decision to award continuing appointment shall be based on an indication that the staff member is and will in future be capable of contributing effectively as a staff member given the performance, while on probation, in the responsibilities of a staff member.
- 13.08 The Faculty standards statements (under 13.03) shall reflect the principles set out in 13.05, 13.06, and 13.07.
- 13.09 Standards for the award of continuing appointment shall not be changed during probation for an individual staff member unless the staff member agrees, in advance of the hearing of FEC, to the new standards.
- 13.10 [vacant]

### **Composition of FEC**

- 13.11 The composition of FEC shall be:
  - a) Faculty Council may recommend to ARC that 13.11 be varied. With prior approval of ARC, such variations shall replace 13.11 subject to such conditions as ARC may require.
  - b) In departmentalized Faculties, the Dean (as Chair), all Department Chairs, and at least two tenured faculty members from the Faculty elected by Faculty Council Faculty Council shall determine the number of, and terms of office of, elected members as well as the term of office of the Chair.
  - c) For non-departmentalized Faculties, and for departmentalized Faculties with fewer than thirty faculty members or fewer than four departments, one additional faculty member from another Faculty shall be added to FEC by the Provost from a list of 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.
  - d) A staff member from another Faculty, appointed by the Provost from a list of staff members approved jointly by the President and the President of the Association (with such member to participate only in staff member cases before FEC).
- 13.12 Notwithstanding 13.11, FEC may delegate to a subcommittee its authority to make decisions about the award of continuing appointment. The composition of such a subcommittee shall be determined by FEC, subject to the

approval of ARC, but the subcommittee shall include representatives of FEC to ensure consistency in the application of standards and, on the decision of FEC at least one staff member.

### **Responsibility for review of performance**

13.13 FEC shall annually consider the performance of each staff member in the Faculty.

13.14 [vacant]

13.15 [vacant]

13.16 [vacant]

13.17 [vacant]

### **Distribution of increments**

13.18 The Provost, following consultation with the Association, shall establish guidelines for the award of increments.

13.19 The number of increments available to each FEC shall be determined in the negotiations in Article 19. In special circumstances the Provost, following consultation with the Association, may permit an FEC to exceed that number.

13.20 [vacant]

### **The award of increments**

13.21 Each year, the Department Chair shall recommend to FEC whether a staff member should receive an increment based on performance in the preceding year. Such a recommendation shall be submitted to FEC for each staff member in the Department. The recommendation shall be one of the following:

- a) a single increment;
- b) a multiple increment, which may be one and one-half, double, two and one-half, or triple a single increment;
- c) a one-half increment, which is one-half of a single increment;
- d) a partial increment, which is an increment that is less than a single increment but not a one-half increment and which will bring the salary of a staff member to the salary ceiling of the staff members present rank;
- e) a special increment, which is an increment that is greater than a single increment but not a multiple increment, which will bring the salary of a staff member to the salary minimum of the next higher rank;
- f) no increment.

13.22 If a Department Chair recommends that no increment be awarded to a staff member or if FEC decides that no increment be awarded to a staff member, in either or both cases, the decision shall be cited as one of the following:

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

d) that academic performance is unsatisfactory and unacceptable.

13.23 A staff member whose appointment takes effect in the period July 1 to October 1, inclusive, is eligible to receive a full increment at one of the values referred to in 13.21 on the next following July 1. A staff member whose appointment takes effect in the period October 2 to June 1, inclusive, is eligible to receive a pro-rated increment on the next following July 1, the proportion of a full increment depending on the number of months he or she will have served by July 1. A staff member whose appointment takes effect in the period June 2 to June 30, inclusive, will not be eligible to receive an increment on the next following July 1.

#### **Promotion and awarding continuing appointment**

13.24 [vacant]

13.25 [vacant]

13.26 A staff member shall be first eligible to apply for promotion when his or her current salary is within one increment of, or is higher than, the salary minimum of the next rank.

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

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

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

13.30 Upon receipt of the application and documentation under 13.27, the Department Chair shall decide either to support the application or to oppose the application at the FEC hearing and shall so advise the staff member through the Department Chair's submission to FEC under 13.33.

13.31 [vacant]

#### **Annual review of performance**

- 13.32 In preparation for submission of a recommendation to FEC under this Article, the Department Chair shall review the performance of each staff member in the Department in the year under review, the particular year being determined by Faculty Council. The performance shall be reviewed in relation to the responsibilities under Article 7 and to the standards under 13.03. Each review shall include a meeting between the staff member and the Department Chair and such other consultation as the Department Chair deems necessary, provided that a meeting between the staff member and the Department Chair shall not be required if the staff member is not available or refuses to meet.
- 13.33 Upon completion of the review under 13.32, the Department Chair shall make a written submission to the staff member and to FEC concerning one of the following, depending on the case:
- a) a recommendation for merit incrementation under 13.21;
  - b) a statement as to whether or not the Department Chair supports an application for promotion;
- 13.34 Notwithstanding 13.32 and 13.33, if a staff member is in the last year of the probationary appointment, the review of the Department Chair shall cover the entire probationary period with respect to a recommendation to FEC under Article 12 as well as the year under review with respect to a recommendation to FEC under 13.21.
- 13.35 During the period that a staff member is serving a probationary period, the Department Chair shall, following the meeting under 13.32, advise the staff member in writing of the staff member's progress.

**Confidential material**

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

**FEC procedures**

- 13.38 FEC shall use its best efforts to schedule its meetings so that:
- a) all decisions about renewal of probationary appointments and granting of tenure are reached by December 20; and
  - b) all decisions about increments and promotion are reached by March 10.

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

- 13.39 At least fifteen days prior to the meetings of FEC, the recommendations of the Department Chair shall be forwarded to the FEC Chair and to the staff member.
- 13.40 A quorum for FEC shall be not less than eighty percent of the members of FEC. When FEC is considering continuing appointment cases, the member added under 13.11 (d) shall be present.
- 13.41 All decisions of FEC are by majority vote of the members present and eligible to vote.
- 13.42 FEC may permit resource persons to attend meetings to assist in the administration of its activities.

- 13.43 FEC is authorized (a) to approve the recommendations of Department Chairs made under Articles 12 and 13 or (b) not to approve such recommendations and to vary the outcome.
- 13.44 FEC may adjourn from time to time.
- 13.45 When FEC has reached a decision, the FEC Chair shall, as soon as possible thereafter and normally within 15 days of the decision, convey the decision in writing to the staff member at the staff member's campus mail address. The decision shall take effect on the following July 1.

**Contested cases**

- 13.46 A contested case is one where the staff member has the right to appear before FEC. A staff member has the right where:
- a) the Department Chair recommends that less than a single increment be awarded, except where the staff member is within one increment from the salary maximum of the rank and has not applied for promotion;
  - b) the Department Chair recommends that no further appointment be offered to a staff member;
  - c) the staff member applies for promotion and the application is not supported by the Department Chair;
  - d) cases arise pursuant to 13.62
- 13.47 At least ten days before the hearing, the staff member shall advise the FEC Chair of the intention to appear or to submit material or both. In the submission the staff member shall submit to the FEC Chair with a copy to the Department Chair:
- a) a statement in reply to the recommendation of the Department Chair;
  - b) any written material relevant to the case; and
  - c) a list of names of persons the staff member intends to call before FEC.
- 13.48 At least five days before the hearing, the Department Chair shall submit to the FEC Chair, with a copy to the staff member (subject to 13.36):
- a) a statement in reply to the staff member's submission;
  - b) any written material relevant to the case; and
  - c) a list of names of persons the Department Chair intends to call before FEC.
- 13.49 If the FEC chair is of the opinion that any of the material is too bulky for cost effective reproduction, or is of no or of marginal relevance to the case, the FEC Chair shall prepare a list of that material together with a short summary of the content thereof, and shall forward such list and summary to the staff member, the Department Chair and FEC. The original of the material shall be held available in the FEC Chair's office for examination at any reasonable time by the staff member or the Department Chair, and shall be available at the FEC hearing.

**FEC hearings in contested cases**

- 13.50 FEC is not bound by rules of evidence or procedures applicable to courts of law.
- 13.51 Procedural rulings shall be made by the FEC Chair but are subject to reversal by majority vote of FEC.

- 13.52 Except for material received under 13.36, if written material is disputed by either the staff member or the Department Chair, FEC shall not receive the material unless the writer appears before FEC for questioning. If the writer is not available to appear, the FEC Chair shall rule on the admissibility of the material.
- 13.53 Both the staff member and the Department Chair have the right to call and question witnesses, to question one another and to present oral arguments.
- 13.54 If a staff member chooses to appear before FEC to present a case, both the staff member and the Department Chair shall be entitled to present during the presentation of the case.
- 13.55 The FEC Chair shall determine the order of presentation of materials, of directing questions and of oral arguments.
- 13.56.1 The staff member shall present the case personally, except when the staff member is on leave or sabbatical in which case the staff member may appoint another staff member to act as representative. The staff member has the right to be accompanied by an advisor, but not legal counsel.
- 13.56.2 At the FEC hearing, additional material may be submitted by the staff member and the Department Chair in exceptional circumstances, but FEC may, in its discretion, refuse such material where it is satisfied that the position of the Department Chair or the staff member will be unfairly prejudiced or that an adjournment to deal properly with the material would carry the proceedings beyond the time limits specified in 13.38. When FEC accepts the additional material, it may, at its discretion, elect to extend all time lines in order to permit the Department Chair or the staff member to respond to the material.
- 13.57 FEC has the right to request additional material and to call and compel the attendance of further witnesses.
- 13.58 The onus shall be on the Department Chair to satisfy FEC that, on the basis of the evidence submitted, the recommendation is appropriate.
- 13.59 The Department Chair shall withdraw from the hearing of the FEC which considers the case following the hearing of witnesses and presentation of materials, i.e., before the deliberation portion of the meeting, except where the Department Chair supports the position of the staff member in which case the Department Chair shall attend the deliberation portion of the meeting and be allowed to vote.
- 13.60 FEC is not required to issue reasons for its decision.
- 13.61 [vacant]

**Procedures when FEC does not support recommendations**

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

Such circumstances shall be considered as the preliminary position of FEC and the FEC Chair shall, within five days of the preliminary decision, inform the staff member, in writing, of the preliminary position, provide the staff member with the issues of concern to FEC and offer to meet with the staff member to discuss the case.

- 13.63 [vacant]
- 13.64 In a case arising under 13.62, within three days after the FEC meeting, the Department Chair shall inform the FEC Chair and the staff member, in writing, whether the Department Chair (i) continues to support the original recommendation to FEC or (ii) now supports the preliminary position of FEC or (iii) now supports some other position. In the case of (iii), the Department Chair shall specify what that new position is and the reasons for supporting it.
- 13.65 The staff member shall, within five days of receipt of the information under 13.62, inform the FEC Chair, in writing, whether or not the staff member wishes the case to be reconsidered by FEC; at the same time, the staff member shall send a copy to the Department Chair.
- 13.66 If the staff 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.
- 13.67 If the staff member decides that the case shall be reconsidered, the FEC Chair shall advise the staff member of the time and place of the reconsideration.
- 13.68.1 A least ten days before reconsideration by FEC, the staff member shall submit to the FEC Chair with a copy to the Department Chair:
- a) a statement advising FEC whether or not the staff member shall appear before FEC to present a case;
  - b) any material in response to the preliminary position of FEC as communicated to the staff member under 13.62 and any other material relevant to the case;
  - c) a list of names of persons who shall attend the reconsideration by FEC as witnesses for the staff member; and
  - d) a statement indicating the staff member's minimum acceptable decision by FEC.
- 13.68.2 On receipt of the information/material under 13.68.1, the FEC Chair shall send copies to FEC.
- 13.69.1 At least five days before the reconsideration by FEC, the Department Chair shall submit to the FEC Chair, with a copy to the staff member:
- a) a statement in reply to the staff member's submission under 13.68.1 including a statement as to whether or not the Department Chair supports the minimum acceptable position of the staff member;
  - b) any written material relevant to the case;
  - c) a list of names of any persons the Department Chair intends to call before FEC.
- 13.69.2 On receipt of the information/material under 13.69.1, the FEC Chair shall send copies to FEC and to the staff member.
- 13.70 The procedures for FEC hearings in contested cases (13.46 to 13.61) shall generally apply to reconsideration cases (13.62 - 13.69). However, the following special procedures shall apply to reconsideration cases:
- a) The FEC Chair shall open the proceedings by making a statement which summarizes the case to that point;

- b) the staff member then presents his or her case;
- c) the Department Chair then makes a statement in response;
- d) FEC may then question the staff member, the Department Chair and any witnesses;
- e) FEC then enters into the deliberation portion of the hearing.
- f) At the deliberation portion of the hearing, the staff member shall not be present;
- g) at the deliberation portion of the hearing, the Department Chair shall not be present unless he or she supports the staff member's minimum acceptable decision by FEC, or greater, in which case the Department Chair shall participate in the deliberation portion as a regular FEC member.

## **Article 14**

### **Unacceptable Academic Performance**

- 14.01 The FEC Chair shall refer the record of a staff member to the Provost with a recommendation that the staff member be disciplined for unacceptable academic performance if FEC has cited performance as unsatisfactory and unacceptable, provided that the staff member's performance has also been cited as unsatisfactory and unacceptable in either of the two preceding years and further provided that, if the staff member had appealed the FEC decision to GAC, such appeal was not upheld.
- 14.02 The record of the staff member shall include copies of all material about the staff member which had been before FEC in the last three years and before GAC in any appeals made by the staff member in those years and any additional material which the FEC Chair adds to support the recommendation.
- 14.03 The recommendation shall be filed with the Provost within twenty days of the decision of FEC or, if the decision has been appealed under Article 15, of the decision of GAC.
- 14.04 As soon as possible following receipt of the material under 14.01 and 14.02, the Provost shall provide a copy of that material to the staff member except that which is confidential.
- 14.05 The staff member may submit material in response to that submitted under 14.01 and 14.02, with such material to be submitted to the Provost within fifteen days of receipt of the material under 14.01 and 14.02.
- 14.06 The Provost shall offer to meet with the staff member within twenty days of the receipt of the recommendation under 14.03 or within ten days of the receipt of the material under 14.05. Each party may be accompanied by an advisor at such a meeting but each party shall, not later than the day before the meeting, inform the other who the advisor will be.
- 14.07 Following any meeting under 14.06 and any other consultations the Provost chooses to have, the Provost shall, in writing:
  - a) not approve the recommendation of the FEC Chair; or
  - b) penalize the staff member in accordance with 16.14, stating the effective date of such penalty.
- 14.08 The Provost shall, as soon as possible after reaching a decision under 14.07, advise the staff member, the FEC Chair and the Association of the decision, in writing.

- 14.09 The onus shall be on the FEC Chair to establish that, on the balance of probabilities, the academic performance of the staff member be declared unsatisfactory and unacceptable and that a penalty be assessed by the Provost.
- 14.10 The staff member may appeal the decision under 14.07 by so advising the Provost, in writing, within ten days of the date of that decision.
- 14.11 Within 10 days of receipt of the notice of appeal under 14.10, the Provost shall establish a review board to consider the appeal. The membership of the review board shall be:
- a) one person who is familiar with the academic responsibilities of the staff member appointed by the FEC Chair;
  - b) one person who is familiar with the academic responsibilities of the staff member appointed by the staff member; and
  - c) one person appointed by the other two appointees to chair the review board.
- If the first two appointees fail to agree on a person to chair the review board, the Provost shall apply to the Chairman of the Labour Relations Board, Department of Labour, Province of Alberta, for the appointment of that person.
- 14.12 The review board shall consider the case and shall decide, on the balance of probabilities, whether or not the decision of the Provost under 14.07 should be upheld, varied or dismissed.
- 14.13 In its consideration of the appeal, the review board shall follow the procedures for arbitration in Article 29 except those set out in 29.02, 29.03, 29.09, 29.10, 29.16, 29.23, and 29.24.
- 14.14 Notwithstanding the provisions of 29.16, the onus shall be on the staff member to establish, on the balance of probabilities, that the decision of the Provost should be quashed or varied.
- 14.15 The decision of the review board shall be final and binding.
- 14.16 Each party shall bear the fees and expenses of his or her own appointee to the review board under 14.11 while the two parties shall share equally the fees and expenses of the review board chair.
- 14.17 If the review board upholds the appeal of the staff member and if FEC determines that the performance of the staff member is unsatisfactory and unacceptable in either the following year or the next following year, the conditions would again obtain for another referral under 14.01.
- 14.18 All dates and times established by this Article may be varied by the mutual written consent of the staff member, the FEC Chair and the Provost.

## **Article 15**

### **Appeals**

#### **Definitions**

- 15.01 In this Article:
- a) “Advisor” means the person or persons who will assist the appellant or the respondent at the hearing of the appeal and shall include legal counsel if the appellant or the respondent elect to retain legal counsel;
  - b) “Appellant” means the staff member who has appealed;

- c) "Chair" means the Chair of the GAC; and
- d) "Respondent" means the FEC Chair.

**GAC membership**

- 15.02 Appeals under this Article shall be heard by a committee to be known as GAC, the membership of which shall be:
- a) the Provost, or designate, as Chair;
  - b) three tenured faculty members selected by the Provost from the list established in accordance with 15.03, none of whom shall be from the same Faculty as the Appellant; and
  - c) subject to 15.04, two staff members selected jointly by the President and the President of the Association, for the particular case at hand.
- 15.03 The three faculty members described in 15.02(b) shall be selected from a list to consist of at least twelve tenured faculty members who shall be appointed jointly by the President and the President of the Association. Membership on the list shall be for a term of three years, staggered, and a member may be reappointed. Selection of the three faculty members from the panel shall be on a rotation basis, provided that if a staff member selected by rotation is unable to serve, the Provost shall select the next person in the rotation.
- 15.04 No members of the committee whose decision is being appealed may be members of GAC.
- 15.05 Subject to 15.08, the quorum of GAC shall be all the members provided for in 15.02.
- 15.06 If, after a hearing commences, one GAC member appointed under 15.02(b) or one GAC member appointed under 15.02(c), or both, cannot continue to serve due to circumstances beyond the member's control as determined by the Chair, a quorum shall exist notwithstanding the absence of such member or members for the balance of the proceedings.

**Right to appeal**

- 15.07 A staff member may appeal the following decisions to GAC in accordance with the provisions of this Article, provided that the staff member has appeared before FEC to present a case or has submitted documentation to FEC to support a case:
- a) the decision of FEC not to offer a continuing appointment upon the termination of a probationary appointment;
  - b) the decision of FEC not to award an increment or to award an increment which is less than single in value.
- 15.08 [vacant]

**Pre-hearing procedures**

- 15.09 As soon as reasonably possible after the receipt of appeal documents by the Chair, the members of GAC shall be selected in accordance with 15.02 to 15.06.
- 15.10 Upon the selection of the members of GAC, the Chair shall notify the Appellant and the Respondent of the names of each member. Within one week of receiving notice of the names of the GAC members appointed under 15.02(b) or (c), the Appellant or the Respondent may file an objection in writing with the Chair to any such member sitting on the appeal on the ground of reasonable apprehension of bias, and such objection shall state the basis upon which it is made.

- 15.11 If the Chair is of the opinion that a reasonable apprehension of bias has been made out by the objector, the Chair shall take steps to have a replacement appointed in accordance with the procedures set out in 15.03 to 15.06.
- 15.12 A decision of the Chair under 15.11 may be made without a hearing and shall be final and binding.
- 15.13 Within ten days of the date the decision of FEC is mailed to the Appellant, the Appellant may commence an appeal. The Appellant shall file with the Chair a statement of appeal and enclose a copy of the letter advising the staff member of the FEC decision being appealed.
- 15.14 As soon as reasonably possible following receipt of the letter under 15.13, the Chair shall request of the Respondent a copy of all materials submitted to FEC.
- 15.15 Within five days of the date of the request in 15.14, the Respondent shall file with the Chair all materials submitted to FEC.
- 15.16 As soon as reasonably possible following the receipt of the materials in 15.15, the Chair shall send an indexed copy thereof to the Appellant.
- 15.17 Within fifteen days of the date the material forwarded in 15.16 is mailed to the Appellant, the Appellant shall file with the Chair a detailed written statement which shall include:
- a) the basis on which the appeal is lodged, including a statement of the grounds on which the decision of FEC is considered to be inappropriate;
  - b) the decision which the appellant requests the GAC to make, such decision to be consistent with the powers of GAC as set out in 15.55;
  - c) a list of those persons whom the Appellant wishes to appear before GAC as witnesses;
  - d) the name of any Advisor, if any, who will accompany the Appellant at the GAC hearing; and
  - e) such other material as the Appellant considers to be relevant that was not submitted in the proceedings before FEC recognizing that GAC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the Appellant could have presented the material or could have requested the Department Chair to have presented it to FEC.
- 15.18 As soon as reasonably possible following the receipt of the materials in 15.17, the Chair shall send an indexed copy thereof to the Respondent.
- 15.19 Within fifteen days of the date the material forwarded under 15.14 is mailed to the Respondent, the Respondent shall file with the Chair a detailed written statement which shall include:
- a) a statement in reply to the statement and materials submitted by the Appellant under 15.13;
  - 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 who will accompany the respondent at the GAC hearing;
  - e) a copy of the standards statement adopted by the Faculty Council of the Appellant in accordance with 13.03;

- f) such other material as the Respondent considers to be relevant that was not submitted in the proceedings before FEC, recognizing that GAC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the party seeking to adduce the evidence could have presented it to FEC.
- 15.20 Subject to 15.51 to 15.56, as soon as reasonably possible following receipt of the material forwarded under 15.19, the Chair shall send an indexed copy thereof to the Appellant.
- 15.21 Notwithstanding 15.14 and 15.20, if the Chair is of the opinion that any of the material is too bulky for cost-effective reproduction, or is of no or of marginal relevance to the case, the Chair shall prepare a list of that material, together with a short summary of the content thereof, and shall forward such list and summary to the Appellant or Respondent, as the case may be. The original of the material shall be held available in the Chair's office for examination at any reasonable time by the Appellant, the Respondent and the members of GAC.
- 15.22 Notwithstanding the time limits set out in 15.13 and 15.19, the Chair, on the application of the Appellant or the Respondent, may extend in writing any of the said time limits where the Chair is of the opinion that the applicant for an extension has a reasonable ground for requesting such extension. The decision of the Chair may be made without a hearing and shall be final and binding.
- 15.23 The Chair shall determine the time and place for a hearing of the appeal, such hearing to be held within a reasonable time after all materials have been filed pursuant to 15.13 and 15.19, but no earlier than six weeks after filing of the notice of appeal.
- 15.24 The Chair shall give at least ten days written notice of hearing to the Appellant and the Respondent.

**Hearing procedures**

- 15.25 GAC shall hold a hearing on the appointed date, time and place, and such hearing shall be restricted to GAC, Appellant, Respondent and Advisors and such resource personnel as GAC determines.
- 15.26 GAC may adjourn the hearing from time to time.
- 15.27 GAC may tape record the hearing and may use the tape recording during its deliberations. The Appellant and the Respondent, and their respective Advisors, may listen to the recording in the office of the Chair within four weeks of the issuance of the decision of GAC, but no copies may be made. The recording may be destroyed by the Chair at any time after six weeks of the date of issuance of the decision of GAC.
- 15.28 The Chair shall make available to members of GAC a copy of all the materials filed with the Chair under this Article.
- 15.29 At the hearing, GAC may not accept any written evidence that was not submitted in accordance with 15.13 and 15.19 unless it is of the opinion that, with the exercise of reasonable diligence, the party seeking to adduce the evidence could not have done so in accordance with the said clauses.
- 15.30 Subject to 15.51 to 15.56, GAC may accept any oral or written evidence that it, in its discretion, considers proper, whether admissible in a court of law or not.
- 15.31 GAC has the right to request additional material and to call and compel the attendance of further witnesses.
- 15.32 GAC is not bound by rules of evidence or procedures applicable to courts of law.
- 15.33 Both the Appellant and the Respondent have the right to call and question witnesses, to question one another and to present oral arguments.
- 15.34 The order of presentation at the hearing shall be as follows:

- a) the Respondent's case;
  - b) the Appellant's case;
  - c) rebuttal by the Respondent;
  - d) closing argument by the Respondent; and
  - e) closing argument by the Appellant.
- 15.35 It shall be the responsibility of the Appellant and the Respondent to secure the attendance of the witnesses to be called by each.
- 15.36 The onus of proof, which shall be on the balance of probability, shall be on the Appellant.
- 15.37 Procedural rulings shall be made by the GAC Chair but are subject to reversal by majority vote of GAC.

**Post-hearing procedures**

- 15.38 Upon the conclusion of the hearing or within a reasonable time thereafter, GAC shall deliberate in private and render a decision by majority vote.
- 15.39 Subject to 15.06, all members of GAC shall vote, except for the Chair.
- 15.40 Where the vote of the members of GAC is a tie, the Chair shall vote.
- 15.41 The vote of the members of GAC shall be by secret ballot.
- 15.42 The decision of GAC shall be set out in a written statement by the Chair in writing, with reasons, and a copy thereof shall be sent to the Appellant and to the Respondent within two weeks of the conclusion of the hearing.
- 15.43 The decision of GAC shall be final and binding.
- 15.44 The decision of GAC shall be made no later than June 30 next following the date of the FEC decision.
- 15.45 All binders of material are to be returned, except from the Appellant and Respondent, and destroyed. All notes are to be destroyed six weeks from the date of the decision.

**Jurisdiction of GAC**

- 15.46 GAC shall:
- a) allow the appeal if it finds the decision to have been inappropriate based on the evidence before it; or
  - b) dismiss the appeal.
- 15.47 If GAC finds that there has been non-compliance with the procedures of this Agreement in the proceedings before FEC or in proceedings before GAC it may, nevertheless, dismiss the appeal if it finds the decision of FEC to be appropriate.
- 15.48 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 merit increment, to award an increment which is greater than that awarded by FEC but which shall be one of a half increment, a partial increment or a single increment;
- 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 13.22 to any other identification more favourable 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.

15.49 GAC shall be bound by the standards approved under 13.03.

**Time limits**

15.50 Except for the times established in 15.13 and 15.19, to which 15.22 applies, all dates and times established by this Article may be varied by the mutual written consent of the Appellant, the Respondent and the Chair.

**Confidentiality**

15.51 The Chair shall not forward any confidential material received under 15.19 (and described in 13.36) to the Appellant under 15.20 but, instead, shall send a copy of the summary of such material prepared under 13.36 to both the Appellant and Respondent.

15.52 A written instrument referred to in 15.51 shall be made available to members of GAC by the Chair, and may be taken into account by GAC in rendering a decision.

15.53 Subject to 15.55, all written materials submitted in an appeal to GAC, together with all oral evidence and argument, shall be held in confidence by all persons involved in an appeal and shall not be disclosed to any person.

15.54 Subject to 15.56, the deliberations of GAC shall be held in confidence by the members thereof and shall not be disclosed to any person.

15.55 The confidential information described in 15.53 and 15.54 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.

15.56 Where disclosure of the confidential information described in 15.53 and 15.54 is made in accordance with 15.55, the person disclosing the information shall do so only on the basis that it is disclosed to another person in confidence.

**Article 16  
Discipline**

**Written complaints about staff members**

16.01.1 Any person may make a written complaint to the Provost about the conduct of a staff member, including in the

complaint a description of the act or omission complained about.

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

16.01.3 Use of this article 16 is inappropriate where there are other existing dispute resolution mechanisms. In such cases, disputes shall be resolved in accordance with these mechanisms. The Provost shall refer the case to the appropriate mechanism.

16.01.4 Initiation of actions under this article 16 shall be guided by the principles set out in Appendix E.

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

### **Notification and Preliminary Discussion**

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

The purpose of this meeting is to provide the respondent and the AAS:UA the opportunity to make representation to the Provost.

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

### **Duties of the Provost Following Acceptance of the Complaint**

16.04 The Provost shall, as soon as possible following receipt of the complaint, make one of the following decisions, and so advise the staff member and complainant, in writing:

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

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

16.06 [vacant]

### **The investigation**

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

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

16.08.2 The investigator may meet with such person who could provide information relevant to the complainant. The investigator may receive materials submitted, whether at the investigator's request or unsolicited, and shall not

be bound only by the original letter of complaint.

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

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

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

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

### **Response to the investigation report**

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

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

### **Meeting to discuss the report and responses**

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

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

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

### **Extension of deadlines**

16.12 The Provost may extend any deadlines under Article 16, advising the parties, in writing.

### **Decision of the Provost**

16.13 The Provost shall, in writing:

- a) dismiss the complaint; or
- b) penalize the respondent in accordance with 16.14, stating the effective date on which the penalty is imposed. Such decision shall be final and binding, subject to arbitration under 16.21.

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

- a) a letter of reprimand;

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

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

#### **Effect of procedures in alternative forums**

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

#### **Alternative dispute resolution**

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

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

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

#### **Communications**

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

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

16.21 [vacant]

#### **Association's options**

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

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

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

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

### **Effective date of penalty**

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

### **Publicity resulting from discipline case**

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

## **Article 17 Resignation**

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

## **Article 18 Retirement**

- 18.01 For the purpose of this Agreement, the "normal date of retirement" shall be the June 30 coincident with, or following, the attainment of age 65.

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

### **Phased Retirement Periods**

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

### **Phased Pre-Retirement Period**

18.11 For the purposes of this Agreement, “phased pre-retirement period” is defined as a period of leave without pay from a portion of duties, immediately preceding an early, normal, or deferred retirement date.

18.12 A staff member shall be entitled to a phased pre-retirement period, providing at least six (6) months written notice to the Dean of the commencement date of the phased pre-retirement period. The staff member shall agree to retire immediately upon completion of the phased pre-retirement period. This retirement date shall be irrevocable.

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

Options	Phased Pre-Retirement Basis	Maximum Period of Phased Pre-Retirement	Basis of salary	Irrevocable Written Notice of Intent to Retire shall be received
1	Leave without pay from 50% of duties	2 years	½ pay	6 months plus 2 years prior to date of retirement
2	Leave without pay from 66 2/3% of duties	3 years	1/3 pay	6 months plus 3 years prior to date of retirement

18.14 During the phased pre-retirement leave period, the staff member shall be eligible to participate in the benefit programs provided in this Agreement and as outlined in Appendix F with the Board paying the full premium cost of such programs.

18.15 Subject to the provisions of the Universities Academic Pension Plan, the staff member may choose to establish the phased pre-retirement period as pensionable service under that Plan and, if so, the Board and the staff member shall make the appropriate contributions calculated on the basis of the unreduced salary rate.

**Phased Post-Retirement Period**

18.16 For the purposes of this Agreement, “phased post-retirement period” is defined as a period of re-employment immediately following an early, normal, or deferred retirement date.

18.17 A staff member shall be entitled to a phased post-retirement period if the staff member has not taken a phased pre-retirement period and by providing as much notice as possible (eighteen (18) months is highly recommended).

18.18 The phased post-retirement period shall consist of one of the following sets of conditions:

Options	Phased Post-Retirement Basis	Maximum Period of Phased Post-Retirement	Basis of salary	Irrevocable Written Notice of Intent to retire shall be received
1	50% of full-time duties	2 years	½ pay	As much notice as possible (18 months highly recommended)
2	33 1/3% of full-time duties	3 years	1/3 pay	

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

## **Article 19**

### **Compensation Negotiations**

- 19.01 The Board and the Association shall negotiate:
- a) a salary schedule,
  - b) an increment structure,
  - c) a program of benefits.
- 19.02 The increment structure shall include provision for:
- a) an increment pool (ie the number of increments available) which shall be distributed to FECs on a basis proportional to the number of staff members in each Faculty; and
  - b) the value or values of the increment at each rank.
- 19.03 The Board and the Association may negotiate changes to the salary schedule, to the increment structure and to the benefit programs.
- 19.04 Negotiations shall normally be for one year agreements, but, with the consent of both parties to this Agreement, multiple year agreements may be negotiated.
- 19.05 By November 1 of each academic year in which negotiations are to be undertaken, each party shall inform the other of the names of three persons who shall be the negotiating team. Each team may invite consultants and resource persons to attend negotiating sessions.
- 19.06 By November 15 of each academic year in which negotiations are to be undertaken each negotiating team shall deliver to the other a list of items upon which it wishes to negotiate, setting forth its position on each item.
- 19.07 The negotiating teams shall meet as necessary to negotiate in good faith towards settlement of the items for negotiation and may amend or alter the lists of items in attempts to reach settlement.
- 19.08 During the course of negotiations, the negotiating teams may ask a mediation officer to join the negotiating sessions with a view to assisting the negotiators reach a settlement. Should it prove impossible to agree to a mediator, the negotiators shall make a joint request to the Director, Mediation Services, Department of Labour, Province of Alberta, requesting that a mediator be appointed in accordance with the procedures and the fee schedule established by Alberta Labour. The parties agree that the costs of the mediator shall be equally shared between the parties.
- 19.09 Benefit programs listed in Article 20 which are not amended in negotiations shall remain in effect in the following year.
- 19.10 Where a settlement has been reached, the negotiating teams shall refer it to the Board and to the Association for ratification.
- 19.11 If either the Board or the Association fails to ratify the settlement, the negotiating teams shall be reconvened to attempt to reach a revised settlement; such renegotiations shall not exceed four weeks from the date on which ratification failed.

19.12 If the negotiating teams fail to reach a settlement by March 1, or fail to reach a settlement after reconvening under 19.11, the parties shall refer outstanding issues for resolution by final offer selection in accordance with the procedures of Article 29.

19.13 All dates and times established by this Article and in 29.10 may be varied by the mutual written consent of the negotiating teams.

## **Article 20**

### **Salaries and Benefits**

20.01 The salary schedule, negotiated in accordance with Article 19, shall include four ranks.

20.02 Salaries shall be paid monthly in arrears.

20.03.1 Benefit programs, as negotiated from time to time in accordance with 19.01, shall be administered in accordance with the advice and decisions of the Benefits Joint Management Committee. (The detailed authority of the Committee is described in Appendix D).

20.03.2 The Benefit Programs shall be described in a Benefits Guide, approved by the Academic Benefits Review Task Force, and made available to each staff member.

20.03.3 A copy of all insurance contracts and benefit policies shall be provided to the Association.

#### **Statutory benefits**

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

#### **Universities Academic Pension Plan (UAPP)**

20.05 Each staff member shall participate in the UAPP. The Board and the staff member shall contribute to UAPP, the latter through payroll deduction, as required by the UAPP Sponsorship and Trust Agreement.

20.06 The level of benefits and contributory rates under the UAPP are determined in accordance with the Sponsorship and Trust Agreement.

#### **Alberta Health Care Insurance (AHC)**

20.07 Each staff member shall participate in the University group of AHC; the Board shall pay the premium cost for both the staff member and the Board.

20.08 Notwithstanding 20.09, if not restricted by law, the proportion of premiums paid to AHC as between the staff member and the Board may be negotiated under Article 19.

#### **Vacation**

20.09 Each staff member shall be entitled to an annual paid vacation of twenty two days.

20.10 The time of vacation shall be approved by the Dean. Disputes not resolved by the Dean shall be referred to the Provost for resolution and the decision of the Provost shall be final and binding.

20.11.1 Vacation is earned while on paid leave, with the vacation earned proportional to the length of the leave.

20.11.2 No vacation shall be earned during:

- a) leave without pay;
- b) disability leave; or
- c) that portion of leave with partial pay for which no salary is paid.

20.11.3 Salary in lieu of vacation shall not be paid to staff members who have not resigned or retired.

### **Negotiated benefits**

20.12 Current negotiated benefits include:

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

20.13 Negotiated benefits are subject to:

- a) the terms of any agreement reached between the Board and the Association in accordance with Article 19;
- b) the terms of contracts between the Board and a carrier or agent; and
- c) such regulations as may be determined by the Board after consultation with the Association.

### **Eligibility for Benefits**

20.14 A staff member who has reached the age of 65 shall not be eligible for benefits under 20.09 (Alberta Health Care) and 20.14(a) (Disability) and shall be required to coordinate other benefits with benefits provided by governments.

- 20.15 A staff member who has been granted leave with full pay, childbirth leave, parental leave, or who is on professional leave shall remain eligible for full participation in the benefit programs under this Article.
- 20.16 A staff member who has been granted leave without pay or with partial pay may remain eligible to participate under the Benefits Programs provided that the staff member makes arrangements to pay all or part of the Board's portion of the premium. The staff member must participate in the Disability Benefits Program and must pay the premiums of that program unless the staff member signs a waiver of benefits for any disability incurred during the leave.
- 20.17 A staff member who is on leave with partial pay shall be entitled to medical leave benefits (at the percentage of pay provided while on leave). If disability benefits are granted under 20.12(a), and the staff member has complied with the requirement of 20.16, the disability leave regulations shall apply based on nominal rates of pay.
- 20.18 A staff member who is on professional leave and who requires medical leave of greater than four weeks shall be entitled to full salary.

## **Article 21 Death in Service**

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

## **Article 22 Vacant**

## **Article 23 Medical Leave**

- 23.01 In this article:
- a) A medical leave includes leave for sickness, injury, short term disability, consultation with health care professionals and stays in hospitals or other institutions for prescribed medical care when such event prevents the staff member from performing the duties the staff member was performing immediately prior to the commencement of the sickness or injury; and
  - b) A medical certificate means a certificate verifying the medical condition signed by a qualified physician.
- 23.02 Medical leave for fewer than twenty days is a departmental matter. The staff member shall inform the Department Chair of the medical leave and provide an estimate of its duration. The Department Chair may require the staff member to provide a medical certificate.

- 23.03 If a staff member has been on medical leave and absent from duties for twenty days or if the staff member expects that the medical leave will result in an absence of more than twenty days, a medical certificate shall be filed with the Department Chair. The medical certificate shall specify the nature of the leave and provide an estimate of the duration of the absence.
- 23.04 The Department Chair shall provide a copy of the medical certificate to the Dean and to the Provost. Subject to 23.09, the Provost shall formally advise the staff member that he or she is on medical leave, with the effective date to be with the effective date of the leave to be the date the staff member was first absent from duties as a result of the illness or injury.
- 23.05 During medical leave, the staff member shall remain on full pay and benefits.
- 23.06 A staff member is eligible for medical leave under this Article for no longer than twenty-six weeks in aggregate for each sickness or injury. A new medical leave is deemed to have occurred if there has been a period of at least twenty-six consecutive weeks of service following a previously authorized medical leave.
- 23.07 If the medical leave is expected to exceed twenty-six weeks, in aggregate, the staff member shall apply for disability benefits pursuant to 20.14(a). If the staff member's application is approved, the staff member shall be placed on disability leave. If the application is not approved, the staff member shall return to regular responsibilities.
- 23.08 [vacant]
- 23.09 If there is doubt about the medical capability of the staff member to perform the regular University responsibilities, the staff member or the Dean may recommend to the Provost that the staff member be examined by a qualified physician. After consultation with the Association, the Provost may require that the staff member be examined by a qualified physician selected by the Provost.
- 23.10 Following examination of the staff member, the qualified physician shall submit a report to the Provost on the medical condition of the staff member, including a statement as to whether or not the staff member is medically capable of performing the responsibilities of a staff member and, if not, an estimate of when the staff member would be able to resume those responsibilities.
- 23.11 If a medical examination is required under 23.09, the staff member shall authorize the release of any medical records to the qualified physician selected from any previous medical examinations should the physician so request. The staff member shall also authorize the examining physician to release the medical report referred to in 23.10.
- 23.12 Upon receipt of the report of the qualified physician, the Provost shall take appropriate action including, but not restricted to, the following:
- a) placing the staff member on medical leave;
  - b) requiring the staff member to continue on medical leave;
  - c) requiring the staff member to perform regular University responsibilities;
  - d) requiring the staff member to apply for disability benefits;
  - e) requiring the staff member to participate in any treatment program prescribed by the qualified physician.

## **Article 24**

### **Leaves**

24.01 Leaves shall be awarded following application for leave to be made by the staff member and approved by the appropriate officer.

24.02 Should leave be granted to a staff member during the probationary appointment, the term of the probationary appointment may be extended in accordance with the provisions of 12.06.

## **POLITICAL LEAVE**

### **Purpose**

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

### **Eligibility**

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

### **Application**

24.05 A staff member who is eligible for political leave shall apply to the Provost who shall:

- a) obtain and consider the recommendation of the Dean about the leave; and
- b) determine whether or not the leave is to be granted, conditional on the staff member being elected.

The decision of the Provost shall be final and binding.

### **Length of political leave**

24.06 The length of political leave of a staff member who has been granted such leave under 24.05 shall be:

- a) in the case of election to the Provincial Legislature, for the period of each year when the legislature is sitting or for the life of the Provincial Legislature, if the latter is requested by the staff member and approved by the Provost;
- b) in the case of election to the House of Commons, for the life of the Federal Parliament;
- c) in the case of appointment as a Minister of the Crown, for the term of office; and
- d) in the case of election to municipal/local government, for a period appropriate to the circumstances.

### **Financial assistance**

24.07 Political leave shall be without pay.

### **Return to service**

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

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

## **CHILDBIRTH LEAVE**

24.10 For the purposes of 24.10 to 24.18, “EI” shall mean “Employment Insurance” or “Employment Insurance Commission” or “Employment Insurance of Canada.”

**Purpose**

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

**Length of leave**

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

**Application**

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

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

24.15 If EI does not approve the application under 24.14, Childbirth Leave shall not be granted with Top Up Benefits.

**Top Up Benefits Payments**

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

- a) If EI has determined that there shall be a two-week waiting period before EI Maternity Benefits begin, the staff member’s Top Up payments during the two-week period shall be 95% of regular salary (less deductions) to be funded, in full, by the University’s Top Up Benefits Plan. For the balance of the period of Childbirth Leave (up to ten weeks), the staff member’s Top Up payments shall consist of EI Maternity Benefits plus Top Up payments from the University with such supplementary salary to be sufficient to bring total benefits payments to 95% of regular salary.
- b) If EI has determined that there will not be a waiting period before EI Maternity Benefits begin, the staff member’s benefits payments (up to twelve weeks) shall consist of EI Maternity Benefits plus Top Up payments from the University with such Top Up payments to be sufficient to bring total benefits payments to 95% of regular salary.
- c) Full coverage under the benefits listed in 20.05 to 20.13.

24.17 A staff member who is in receipt of EI Maternity Benefits under 24.16 shall provide documentary evidence to the University of entitlement to such benefits. Such documentation shall be required to authorize release of Top Up payments under 24.16.

**Co-ordination with medial leave**

24.18 Notwithstanding the provisions of 24.12, a staff member whose physician certifies that, for medical reasons, the staff member should be absent from University duties for a period longer than 12 weeks, such additional leave shall be considered as Medical Leave under Article 23. Furthermore, if the staff member is eligible for additional EI Maternity Benefits, payments under the Top Up Benefits Plan shall continue until the expiry of EI Maternity Benefits. Such additional period shall be considered as Medical Leave, not as Childbirth Leave

## **PARENTAL LEAVE**

24.19 For the purposes of 24.19 to 24.27, “EI” shall mean “Employment Insurance” or “Employment Insurance Commission” or “Employment Insurance of Canada.”

### **Purpose**

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

### **Eligibility and length of leave**

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

### **Application**

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

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

24.24 If EI does not approve the application under 24.22, Parental Leave shall not be granted with Top Up Benefits.

### **Top Up Benefits Payments**

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

- a) If EI has determined that there will be a two-week waiting period before EI Parental Benefits begin, the staff member’s Top Up payments during the two-week period shall be 95% of regular salary (less deductions) to be funded, in full, by the University’s Top Up Benefits) Plan. For the balance of the period of Parental Leave (up to eight weeks), the staff member’s Top Up payments shall consist of EI Parental Benefits plus Top Up payments from the University with such payments to be sufficient to bring total benefits payments to 95% of regular salary.
- b) If EI has determined that there will not be a waiting period before EI Parental Benefits begin, the staff member’s benefits payments (up to ten weeks) shall consist of EI Parental Benefits plus supplementary salary from the University’s SUB Plan with such supplementary salary to be sufficient to bring total remuneration to 95% of regular salary.
- c) Full coverage under the benefits listed in 20.05 to 20.13.

24.26 A staff member who is in receipt of EI Parental Benefits under 24.16 shall provide documentary evidence to the University of entitlement to such benefits. Such documentation shall be required to authorize release of Top Up payments under 24.07.

### **Conditions**

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

#### **OTHER LEAVES**

- 24.31 The Provost may grant leave with pay, with partial pay, or without pay to staff members for prescribed periods and purposes.
- 24.32 The Provost may approve secondment of staff members to other employers or agencies.
- 24.33 A staff member may apply for such leave or for secondment to the Provost who shall:
- a) obtain and consider the recommendations of the Dean; and
  - b) determine whether or not to approve the application.

The decision of the Provost shall be final and binding.

### **Article 25 General Liability Insurance**

- 25.01 The Board shall have in place a General Liability Insurance Policy that shall include professional liability coverage for staff members engaged in their professional responsibilities to the University. The Board shall deliver a copy of the policy to the Association.
- 25.02 The Association shall have in place a General Insurance Policy. The Association shall deliver a copy of the policy to the Board.
- 25.03 Both the Board and the Association shall hold such policies, as delivered to them, confidential.
- 25.04 Notwithstanding the requirement to hold the policies confidential, the parties shall provide staff members with information about the nature of the coverage.

### **Article 26 Indebtedness to the University**

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

Board may deduct the amount owing from the salary due and payable to the staff member.

## **Article 27 Grievance**

- 27.01 A grievance is defined as an allegation or complaint that there has been a violation or improper application of the terms of this Agreement.
- 27.02 Disputes for which there are specific dispute resolution mechanisms provided in this agreement (University responsibilities, appeal of supplementary professional activity, unacceptable academic performance, appeal of decisions of FEC, discipline decisions, timing of vacations, and failure to agree on interpretations of the Agreement) shall be resolved by those mechanisms and not by the grievance procedures of this Article.
- 27.03 A grievance shall be presented within six months of the date on which the action or omission being grieved occurred, or within six months of the date on which the Association should reasonably have learned that the action or omission had occurred.
- 27.04.1 Before the Association presents a formal grievance, a representative of the Association shall meet with the administrative officer responsible for the act or omission alleged to be a violation or improper application of the terms of this Agreement.
- 27.04.2 Such a meeting shall take place within 15 days of the request for the meeting. If the meeting does not take place within that time, or within a later date mutually agreed upon, the Association may proceed to 27.07.
- 27.05 The administrative officer shall deliver a decision in writing to the Association within 15 days of the meeting.
- 27.06 If the issue is not resolved by the decision, the Association may proceed to formal grievance in accordance with 27.07.
- 27.07 If the matter is not resolved, the Association shall have sole authority to determine whether to submit a formal grievance.
- 27.08 The decision of the Association to submit a grievance or not to submit a grievance is final.
- 27.09 A grievance may be submitted:
- a) by the Association;
  - b) by the Association on behalf of a staff member; or
  - c) by the Association on behalf of a group of staff members.
- 27.10 In submitting a formal grievance the Association shall:
- a) state the grievance in writing;
  - b) refer to the Article or clause in the Agreement which has been violated or improperly applied;
  - c) summarize the facts giving rise to the dispute; and
  - d) state the relief or remedy sought.

- 27.11 The grievance shall be filed with the Dean, or if the administrative official in 27.04.1 was the Dean ,with the Provost.
- 27.12 If the grievance is filed with the Dean, the Dean shall:
- a) investigate the matter; and
  - b) submit a written report to the Association within fifteen days of filing the grievance by the Association, or such additional time as may be mutually agreed upon.
- 27.13 The report shall include a recommendation for resolution of the dispute.
- 27.14 The Association may accept the proposed resolution as satisfactory or, within fifteen days, refer the matter to the Provost.
- 27.15.1 If the matter is not resolved by the Dean in accordance with 27.13 and 27.14, or if the administrative official in 27.04.1 was the Dean, a Vice Provost or the Provost, the Association may request a meeting with the Provost.
- 27.15.2 The Provost, or a designate of the Provost, shall meet within 10 days to attempt resolution of the dispute.
- 27.16 If the Provost and the Association cannot resolve the dispute, either party may within forty days refer the matter to arbitration in accordance with the procedures of Article 29.
- 27.17 [vacant]
- 27.18 All dates and times in this Article may be varied by the mutual written consent of the parties.
- 27.19 Failure of the Association or the Provost to act within the time periods required by this Article or as altered by 27.18 may, within five days of such failure, be drawn to the attention of the party failing to act. If the Association does not respond within ten days, the failure to act shall indicate acceptance of the proposed resolution. If the Provost does not respond, the Association may proceed to arbitration.

## **Article 28 Interpretation**

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

## **Article 29 Arbitration**

### **Scope and authority**

- 29.01 The procedures in this Article shall apply to matters referred to arbitration in this Agreement as contemplated by section 87(3)(b and c) of the Post Secondary Learning Act. Specifically, these matters include disputes on

differences arising from the procedures of Article 19 (salary and benefit negotiations), Articles 14 and 16 (actions of discipline), Article 27 (grievances), and Article 28 (questions of interpretation).

### **Appointment of arbitrator**

- 29.02 A matter referred to arbitration under this Article shall be heard by a single arbitrator except for those matters where the Board and the Association agree, in referring a matter to arbitration, to a three person arbitration board. Hereinafter all references to “arbitrator” shall be deemed to include an arbitration board.
- 29.03 a) In the case of a single arbitrator, the arbitrator shall be appointed by agreement of the parties;
- b) In the case of a three-person arbitration board, each party shall select its nominee to the arbitration board and the two nominees shall appoint the third person (who shall be Chair);
- c) If the parties cannot agree in either (a) or (b), either party may apply to the Chairman of the Labour Relations Board, Department of Labour, Province of Alberta, for the appointment of the arbitrator/third person in accordance with the procedures and the fee schedule established by Alberta Labour.

### **Authority of the arbitrator**

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

### **Decisions of the arbitrator**

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

### **Arbitration arising from Article 19**

- 29.09 In disputes arising from Article 19, the arbitrator shall select one of the final positions submitted to arbitration by the negotiating teams unless both parties agree to conventional arbitration proceedings.
- 29.10 Within fifteen days of the date that the arbitrator has been appointed, each negotiating team shall deliver to each other and to the arbitrator a statement of its final position on unresolved items in negotiation and of any items resolved during the negotiations.

### **Timing of arbitration**

- 29.11 As soon as the arbitrator has been appointed, the arbitrator shall proceed to appoint a time and place for hearing the matter.
- 29.12 The arbitrator shall attempt to complete the hearing within thirty days of appointment, but shall give the parties not less than ten days notice of the time and place of the hearing.
- 29.13 The arbitrator shall furnish to the parties a written decision as soon after the conclusion of the hearings as possible.

### **Procedures of arbitration**

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

### **Costs of arbitration**

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

### **Enforcement of award**

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

## **Article 30 Effective Date**

- 30.01 This Agreement shall take effect on July 1, 1998, and shall replace the Agreement which took effect July 1, 1976 and which was amended July 1978, January 1983, January 1986, and July 1995.
- 30.02 Notwithstanding 30.01, if the parties agree, specific Articles or clauses of this Agreement may take effect on a date agreed to by the parties.

- 30.03 Any action under the Predecessor Agreement arising prior to the effective date which have not been completed by the effective date shall continue under the former procedures unless all parties to the case agree in writing to the modified procedures.

## **Article 31 Academic Reorganization**

### **Preamble**

- 31.01 The Board and the Association acknowledge
- a) the importance of long range and strategic academic planning.
  - b) that to serve the goals of the University of Alberta and to maintain an optimal learning and research environment, the University must have the flexibility to reorganize its academic programs and approaches to learning and to research; and
  - c) that changes in academic programs are normally achieved through processes which do not adversely affect the employment status of staff members.
- 31.02 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.
- 31.03 Academic planning, in accordance with the normal authority and procedures of GFC, may result in revisions to programs or restructuring of Departments or Faculties. For Academic planning which may result in the lay off of staff members, the procedures of this Article shall apply.

### **Definitions**

- 31.04 For the purpose of this Article,
- a) "Program" means a group of credit courses which, on completion, leads to the granting of a degree, diploma or certificate and shall be restricted to those Programs which require Ministerial approval in accordance with section 124(h) and regulations of the Post Secondary Learning Act.
  - b) "Reorganization" means the reduction, deletion or transfer of a Program within the meaning of section 124(h) and regulations of the Post Secondary Learning Act.
  - c) "Reduction" means a reduction in a Program and an anticipated reduction in the number of staff members in the Program which, in accordance with section 124(h) and regulations of the Post Secondary Learning Act, follows or will result in a significant 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 percent of the staff members in the Program or 25 staff members whichever is the lesser, but in no case shall the reduction of staff members be less than 5.
  - d) "Deletion" means the discontinuance of a Program and may include the closure of a Faculty or Department.
  - e) APC means the Academic Planning Committee of GFC or any successor committee of GFC with the same general responsibilities.
  - f) "Minister" means the Minister of Learning.

## **Preliminary Procedures**

- 31.05 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.
- 31.06 The Faculty Council shall have up to four months to consider and to respond to the information; the Dean shall present the response to the Provost at a special meeting of Faculty Council.

## **Process for Approval of Reorganization**

- 31.07 Following consideration of the Faculty Council's response, the Provost may prepare a recommendation for Reorganization of a Program to APC. The Provost shall include the response of the Faculty Council in 32.06 with the recommendation.
- 31.08 If the Reorganization may result in a Reduction of a Program, the Provost shall also instruct the Dean to establish the committee required in 31.23.
- 31.09 Upon receiving a recommendation for Reorganization, APC shall strike a sub committee which shall consider the recommendation. The sub committee shall have six members, three of whom shall be members of APC, and three of whom shall be appointed by agreement between the President and the President of the Association. No member shall be from the Program under consideration. The six members shall select one of their members to serve as chair, with power to vote. In the event of a failure to agree on the appointed members, either party may apply to the Chief Justice of the Court of Queen's Bench (who has the power to delegate) who shall select the members necessary to fill the membership.
- 31.10 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.
- 31.11 A sub committee shall be struck for each recommendation for Reorganization.
- 31.12 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.
- 31.13 The sub committee shall submit a written report to APC within thirty days of the day that its membership is complete; a copy of the report shall be provided to the Association and to the Dean. The Provost may extend the deadline.
- 31.14 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.
- 31.15 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.
- 31.16 [vacant]
- 31.17 Decisions at APC on recommendations for Reorganization shall be by secret ballot.

- 31.18 If APC is replaced by another committee of GFC, the replacement committee shall do what APC is required to do by this Article. The membership of the committees authorized to make decisions shall be as close to the membership anticipated by this Article as possible.
- 31.19 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.
- 31.20 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.
- 31.21 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**

- 31.22 When GFC approves a Reorganization, the Provost shall:
- a) inform the Dean, in writing and, if required, inform the committee under 31.23 that procedures for implementation must be completed within twenty days of such notice; and
  - b) schedule a meeting with the staff members who may be affected by the Reorganization to inform them of the procedures of this Article and to discuss plans and timelines for the implementation of the Reorganization. The Association shall be invited to send representatives to the meeting.

#### **Procedures**

- 31.23 For a Reorganization which involves the Reduction of a Program, the Faculty Council shall name an implementation committee to establish procedures and to select the necessary staff members to be laid-off.
- a) For non-departmentalized Faculties the committee shall be the FEC.
  - b) For departmentalized Faculties, the committee shall be either
    - 1.1) the FEC, or
    - 1.2) a committee of 7 members: the Dean shall serve as chair; three members shall be elected by Faculty Council from its members; three Department Chairs shall be elected by Faculty Council from the roster of Chairs. This committee shall be the same as that selected under clause 32.23 (b) (1.2) of the Faculty Agreement.

- 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 31.22 (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.
- 31.24 For a Reorganization which involves Deletion the Dean shall inform the staff members in the Reorganized Program of the number of positions which will be required for each year during which the Program is being deleted. Staff members may apply for their preferred length of continuation on staff. The Dean shall assign periods of notice in accordance with such requests subject to the qualifications of the staff members to teach the required courses.
- 31.25 Within fifteen days after the approval of the Minister under 31.20, the Provost shall convene a meeting of the staff members affected by a Reorganization to inform them of the ramifications of the Reorganization and the subsequent procedures of this article. The Association shall be invited to attend this meeting.

### **Staff Member Options**

- 31.26 Each staff member affected by the reorganization shall be considered, in order, for:
- a) a voluntary separation payment;
  - b) re-assignment to another position at the University;
  - c) retraining and subsequent re-assignment to another position at the University;
  - d) layoff.

### **Voluntary Separation**

- 31.27 a) A staff member affected by a Reorganization may apply for a severance package with the same severance formula and benefit eligibility as set out in the Voluntary Severance Incentive Plan (VSIP) (32.08 to 32.10).
- b) Applications shall be submitted to the Dean who, after consultation with the department chair, shall forward the application to the Provost, with recommendations for approval. Clauses 32.13 to 32.17 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**

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

### **Retraining and Reassignment**

- 31.29 a) A staff 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 staff member is not currently qualified but could become qualified after a period of paid study leave. The staff member shall describe the study leave program, the qualifications to be obtained and an estimate of the time required to complete the program.
- b) The Provost shall consult the Dean and Department Chair of the identified Faculty (and Department) and with the Association. The Provost shall decide on the proposal, and shall advise the staff member, in writing.

### **Layoff**

- 31.30 If staff members affected by a Reorganization do not accept voluntary severance and are not reassigned, they may be laid-off. In such a case, the Provost shall require the committee established under 31.23 to re-convene to determine the specific staff members to be laid-off; in doing so, the committee shall apply the procedures approved by the Provost under 31.23(c) or 31.23(d). The committee shall submit a list of names of staff members to the Provost as its recommendation for specific layoffs. The Provost may establish a deadline for submission of such a list.
- 31.31 Layoffs shall only be considered if the number of positions affected by the Reorganization is greater than the total number of staff members who will reach normal retirement age in the academic year in which GFC makes the decision under 31.19 and the next two academic years.
- 31.32 The Provost shall layoff staff members on the recommendation of the committee under 31.30. 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 31.23(c) or 31.23(d). The Provost shall inform the staff members, in writing, with copies to the Association.
- 31.33 Layoff under this article shall not be considered nor represented as dismissal for cause.

### **Notice and Severance**

- 31.34 The period of notice to individual staff members may vary depending on the need to complete teaching commitments in the Program.
- a) Notice of layoff shall be not less than nine months.
- b) A staff member who resigns before the end of a notice period shall receive not less than nine months' salary.
- c) A staff member who is given notice shall normally continue to perform regular responsibilities during that period. By mutual agreement, salary may be paid in lieu of notice.
- d) The salary paid during a period of notice plus the severance shall not exceed the regular salary payable between the date of notice and normal retirement.
- 31.35 A staff 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 nine months' salary.
- b) The maximum severance payment shall be fifteen months' salary.
- 31.36 [vacant]

31.37 The Board shall provide, on request of a staff 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.

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

### **Recall**

31.39 For a period of two full academic years following the Minister's decision under 31.25 the Provost shall not authorize the replacement of staff members by other instructional staff or new instructional staff to be appointed in the Program. Should the Program be reinstated within that period, or a new Program be established which requires instructional staff with similar qualifications, or if instructional staff are required to deliver the same or substantially similar courses, persons who received a severance payment shall be informed of all such new positions.

a) Staff members on the recall list, who choose to apply for such positions, shall have the right of first refusal for appointments for which they are qualified, provided they inform the Dean within forty days of notification.

b) If more staff members apply than there are vacancies, the selection shall be made on the basis of the procedures in 31.23.

c) If a staff 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**

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

## **Article 32 Financial Emergency**

### **Preamble**

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

### **Definitions**

32.01 In this Article:

a) "Financial emergency" means a condition in which the continued existence of the University of Alberta is placed in jeopardy by a deficit which has occurred or is predicted and projections show continuing deficits.

b) "Eligible staff member" means a staff member who, on the Termination date, would be at or above (1) the mean age or (2) the median age, whichever index provides the greater number of Eligible staff members,

plus staff members who, on the Termination date would be below the selected index age but who have at least fifteen years of service at this University.

- c) "VSIP" means a voluntary severance incentive plan.
- d) "Termination date" means June 30 or December 31, whichever is the earlier, next following the end-date for submission of applications for VSIP (32.18).
- e) "Savings" means the annual cost of salary and benefits deleted from the operating budget when a staff member's position is deleted.
- f) "APC" means the Academic Planning Committee of GFC (or any successor committee with the same general responsibilities).

### **Financial Emergency Procedures**

- 32.02 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.
- 32.03 The Association shall have up to ten days to respond to the President and a second meeting between the President and representatives of the Association shall be convened to discuss that response.
- 32.04 If, following the meeting under 32.03, the President concludes that a Financial emergency exists, the President shall initiate the procedures of this Article.
- 32.05 If the Association does not meet under 32.02 and 32.03, the President may nevertheless initiate the procedures.
- 32.06 Concurrent procedural streams shall be initiated by the President: (a) a voluntary severance incentive plan (VSIP) (32.07 - 32.18); and (b) determination of whether or not there is a Financial emergency (32.19 - 32.36).

### **VSIP**

- 32.07 An Eligible staff member may apply for severance under the VSIP, such application to be in accordance with the procedures of 32.14 - 32.17.
- 32.08 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.

<b>Number of Years to Normal Retirement</b>	<b>Amount of Severance</b>
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

32.09 [vacant]

32.10 [vacant]

32.11 The President shall announce implementation of the VSIP immediately following the decision under 32.04.

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

32.13 Based on the predicted Savings under 32.12, 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.

32.14 An Eligible staff member may apply for a VSIP payment to the Dean within the time limit set under 32.17.

32.15 The Dean is authorized to approve such applications provided the allocations under 32.13 are honored.

32.16 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.

32.17 Applications for VSIP payments must be submitted no later than three days following the submission of the report by the Commission (under 32.29) or thirty days from its establishment (under 32.22), whichever is the later.

32.18 [vacant]

### **Determination of Financial Emergency**

- 32.19 The President shall, as soon as possible following the decision under 32.04, 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.
- 32.20 If, after consideration, APC concludes that a Financial emergency exists, it shall so declare. From the date of the declaration, the procedures specified hereafter in this Article shall apply. The declaration shall be issued within ten days following receipt of the President's proposal.
- 32.21 Within five days following the declaration under 32.20, APC shall forward to the Association a copy of all financial documentation which was before APC.
- 32.22 Within ten days following the declaration under 32.20, 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.
- 32.23 The Commission established under 32.22 shall consist of five persons agreed upon by the President and the Association. If the President and the Association cannot agree on the five persons, either party may apply to the Auditor-General of Alberta who shall select the persons needed to fill the membership on the Commission.
- 32.24 If either party fails to undertake its responsibility under 32.22, then the other may select the members of the Commission.
- 32.25 The Commission shall select its own chair from among its five members.
- 32.26 The Commission shall have the right to inspect relevant University financial records.
- 32.27 The Commission shall meet within ten days of the appointment of its last member.
- 32.28 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.
- 32.29 Within thirty days of its establishment, the Commission shall submit a written report to the Board, with a copy to the Association and to APC.
- 32.30 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.
- 32.31 Within ten days following the submission of the report by the Commission, the Board shall consider whether or not a Financial emergency exists and, following such consideration, it shall make a decision on the matter. In its

consideration the Board shall take into account any Savings which are expected through the VSIP under 32.07 - 32.18.

### **Implementation of Financial Emergency**

32.32 If the Board declares that a state of Financial emergency exists, it shall:

- a) specify the amount required for reductions in salaries and benefits of staff members after 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 ten days of the Board's declaration under 32.31.

32.33.1 If the discussions with the Association under 32.32(c) do not result in agreement on a method of reduction, the Board shall, within ten days following such discussions, provide the Association with at least two possible methods of achieving the required reductions:

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

32.33.2 In order to prepare for the possibility of lay-off under this Article (32.33.1.(b), 32.33.1.(c)), each Faculty shall be assigned a reduction target dependent upon its proportion of the total salaries of staff members. Each departmentalized Faculty shall select the members of the committee to carry out the process under 31.23 with such selection to be completed within fifteen days of the decision of APC under 32.20. The committee shall determine the procedures and submit these to the Provost, under 31.23(c), within thirty days of the decision of APC under 32.20.

32.33.3 If the staff members opt for 32.33.1(b) or 32.33.1(c) (with layoffs), the Provost shall require the committee established under 32.33.1/31.23 to re-convene to determine the specific staff members to be laid-off; in doing so, the committee shall apply the procedures approved by the Provost under 31.23(c) or 31.23(d). The committee shall submit a list of names of staff members to the Provost as its recommendation for specific layoffs. The Provost may establish a deadline for submission of such a list.

32.33.4 The Provost shall decide on the recommendations submitted under 32.33.3 and advise the staff members affected, in writing, with a copy to the Association.

32.33.5 Severance and notice for staff members who are laid-off under 32.33.3 and 32.33.4 shall be the same as for those who are laid-off under Article 32. The specific Termination dates under 32.01(d) shall not apply.

32.34 The Board's proposals under 32.33.1 shall be put to a vote of staff members affected, with such a vote to be completed within twenty days of the Board's submission under 32.33.1. If more than two options are provided, the vote shall be by preferential ballot.

32.35 The vote of the staff members under 32.34 shall be final and binding upon the Board, the Association and the staff members.

32.36 Any changes to salaries/salary scales and benefits of staff members resulting from application of 32.32 - 32.35 shall be made notwithstanding the provisions of 19.01 - 19.13 of the Agreements for the time specified in the proposals under 32.32 - 32.35.

**Exclusion**

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

**SIGNED ON BEHALF OF THE GOVERNORS:**

---

Carl Amrhein  
Provost and Vice-President (Academic)

---

WITNESS

\* \* \*

**SIGNED ON BEHALF OF THE ASSOCIATION:**

---

Bob Campenot  
AAS:UA President

---

WITNESS

---

**DATED**



## Appendix A.2 Notice of Retirement

SURNAME	FIRST NAME	MIDDLE NAME	PREFERRED NAME
ID NUMBER	RANK/POSITION TITLE		
ACADEMIC UNIT			
THIS FORM SHALL BE USED TO PROVIDE YOUR OFFICIAL WRITTEN NOTICE OF RETIREMENT OR INTENTION TO DEFER RETIREMENT IN ACCORDANCE WITH ARTICLE 18. COMPLETE ALL SECTIONS THAT ARE APPLICABLE AT THIS TIME AND FORWARD TO YOUR DEPARTMENT			
<b>A. 1. Not Intending to Retire on Normal Retirement Date</b>			
<input type="checkbox"/> The effective date of my normal retirement is _____ and I <b>do not</b> intend to retire on that date. (Either indicate deferred retirement date below in section A.4. or complete a new form at a future date).			
<b>A. 2. Normal Retirement</b>			
Normal retirement is defined as the June 30 coincident with, or following, the attainment of age 65. <input type="checkbox"/> The effective date of my normal retirement is _____ and I intend to retire on that date.			
<b>A. 3. Early Retirement</b>			
Early retirement is defined as a decision to terminate employment at any date following the attainment of age 55 but prior to the normal date of retirement. <input type="checkbox"/> I intend to retire on _____			
<b>A. 4. Deferred Retirement</b>			
Deferred retirement is defined as any date beyond the normal date of retirement. <input type="checkbox"/> I intend to retire on _____			
<b>B. Phased Retirement (Article 18.09)</b>			
<b>Faculty and FSO Agreements:</b> A staff member shall be entitled to either a phased pre-retirement period of employment OR a phased post-retirement period of employment, provided the appropriate notice periods are complied with.			
<b>APO Agreement:</b> A staff member shall be entitled to either a phased pre-retirement period of employment OR a phased post-retirement period of employment, provided the appropriate notice periods are complied with and the staff member and the Supervisor have agreed in writing on the details regarding the responsibilities of the staff member.			
<b>Librarian Agreement:</b> The Provost may grant a staff member either a phased pre-retirement period of employment OR a phased post-retirement period of employment, provided the appropriate notice periods are complied with. A staff member who has not provided the appropriate notices may be eligible for phased retirement but the decision of such eligibility shall be made by the Chief Librarian.			
<b>ALL AGREEMENTS:</b> At least three (3) months prior to completing arrangements for a phased retirement period, the Department Chair (or Supervisor or Chief Librarian) shall provide in writing to the staff member the assignment of duties required under the part time status and the Department Chair (or Supervisor or Chief Librarian) and the staff member shall agree in writing on the expectations of the staff member in duties expected but not directly assigned.			
<b>INDICATE <u>ONE</u> TYPE OF PHASED RETIREMENT PERIOD OF EMPLOYMENT</b>			
<input type="checkbox"/> <u>Pre-retirement</u>			
<input type="checkbox"/> Option 1: Leave without pay from 50% of duties at 50% salary for maximum two years			
<input type="checkbox"/> Option 2: Leave without pay from 66 2/3% of duties at one-third pay for maximum three years			
<b>OR</b>			
<input type="checkbox"/> <u>Post-retirement</u>			
<input type="checkbox"/> Option 1: Part-time re-employment at 50% of full-time duties with 50% of salary for a maximum of two years			
<input type="checkbox"/> Option 2: Part-time re-employment at one-third of full-time duties with one-third pay for a maximum of three years			
INDICATE PERIOD OF:			
<input type="checkbox"/> PHASED <u>PRE</u> -RETIREMENT (END DATE COINCIDES WITH RETIREMENT DATE INDICATED IN PART A)		<input type="checkbox"/> PHASED <u>POST</u> -RETIREMENT (START DATE COINCIDES WITH RETIREMENT DATE INDICATED IN PART A)	
_____		_____	
START DATE		END DATE	
<b>DECLARATION:</b>			
<input type="checkbox"/> I UNDERSTAND THAT MY RETIREMENT DATE IS IRREVOCABLE; HOWEVER, THIS DATE MAY BE AMENDED TO AN <u>EARLIER DATE</u> WITH SUFFICIENT NOTICE.		<input type="checkbox"/> I WILL <b>NOT</b> BE RETIRING ON MY NORMAL RETIREMENT DATE.	
_____		_____	
SIGNATURE OF STAFF MEMBER		DATE	
<b>SIGNATURE INDICATES ACKNOWLEDGMENT:</b>			
NAME OF DEPARTMENT CHAIR OR SUPERVISOR		SIGNATURE OF DEPARTMENT CHAIR OR SUPERVISOR	
_____		_____	
		DATE	
<b>FORWARD TO THE DEAN OR VICE-PRESIDENT FOR SIGNATURE.</b>			
NAME OF DEAN OR VICE-PRESIDENT		SIGNATURE OF DEAN OR VICE-PRESIDENT	
_____		_____	
		DATE	
<b>FORWARD TO THE OFFICE OF THE PROVOST AND VICE-PRESIDENT (ACADEMIC) AT 2-10 UNIVERSITY HALL FOR SIGNATURE.</b>			
NAME OF PROVOST		SIGNATURE OF PROVOST	
_____		_____	
		DATE	
<b>FORWARD TO ACADEMIC AGREEMENT OPERATIONS AT 2-60 UNIVERSITY TERRACE.</b>			

## **Appendix B Copyright Regulations**

1. The University of Alberta recognizes that the copyright of a staff member in a work made in the course of employment at the University shall be recognized and the University waives, disclaims and abandons any and all right to all copyright in a work produced by that staff member subject to the principles in this agreement, provided however, that such waiver, disclaimer and abandonment shall not apply in the case of work produced by a staff member who has been engaged by the University to prepare works for the University or part of whose normal responsibilities to the University is to prepare such works.
2. Specific written agreements between the Board and the staff member are recommended in all cases where the copyright of a staff member in a work made in the course of employment is claimed.
3. A staff member agrees to make available to the University for its educational program without payment of royalty or other costs work produced by the staff member in the course of his employment. A staff member agrees to make every effort to make available to the University for its educational program without payment of royalty or other cost work produced by the staff member and with respect to which the staff member no longer has copyright or shares copyright with one or more persons or with respect to which there is some benefit or business arrangement which denies to the staff member the absolute right to comply with the intent hereof.
4. The University will do its utmost to make available to a staff member without cost production facilities and funds necessary to produce works in the University's educational program. Priority for the amount of funds and the kind of facilities will be determined as required by the administration of the University. The University shall maintain a record of the cost of producing a work and shall include therein sums of overhead and the like all in accord with good business practice and a sum so determined shall for the purpose hereof be the University's cost.
5. Where a staff member has copyright in a work produced in whole or in part with the assistance of University facilities or funds but the work is not required by the University for its educational program, then the staff member will enter into an arrangement with the University whereby the University's contribution in the production of the work may be compensated. Unless an arrangement contemplated by the foregoing sentence is agreed upon by the University and the staff member, the staff member will:
  - a) Grant to the University a licence to use the work including the right to grant others the right to use the work and/or to copy the same.
  - b) Establish with the University a fee or royalty to be charged to third parties wishing to use the work. In default of agreement such fee or royalty shall be set by the President.
  - c) Agree with the University that upon receipt of fees the same will be applied as to seventy-five percent thereof to the University and as to twenty-five percent thereof to the staff member until the University's costs as above-mentioned shall be fully paid and discharged and hereafter such fees shall be applied as to five percent to the University and as to ninety-five percent to the staff member.
  - d) Agree that, if the University licence is not exclusive, uses authorized by the staff member or other licences granted by the staff member will require a fee no less than that determined in b. above and that on receipt of such fees, that the same will be applied as in c. above.
6. The entitlement of a staff member to dispose of his or copyright in a work produced for use in the University's educational program or of any interest therein to a third party by sale, assignment or otherwise is conditional upon the staff member and such third party agreeing in such disposition.
  - a) to protect the University's right to use the work in its educational program as provided by clause 3 hereof, and

- b) to arrange for the payment by such third party to the University at the University's costs (if any) in the manner described in clause 5 hereof;

provided that, on application by the staff member to the University, the University administration may dispense with the conditions in whole or in part for such reasons as to the University administration seems fair in the circumstances.

- 7. The University has no obligation to maintain, store, or otherwise keep or care for works produced by a staff member, provided that the University may retain copies of works, if it sees fit, and will on the request of the staff member maintain a master of the final work for a period of time to be agreed upon between the University and the staff member. Masters of copies retained by the University will not be amended, edited, cut or changed in any way by the University without the consent of the staff member or other copyright owner.
- 8. A staff member, believing his or her work to be unsatisfactory for a proposed use due to dating or other good reason, may amend the work or require its use to be withheld.
- 9. A staff member warrants to the University that he or she is the owner of the work and of the copyright of the work, and that it is the original work with him or her. In cases where fees or licences for the use of copyright material used in the work are required, the staff member will provide the University with a list of the same and indemnify the University against any loss should the list be incomplete.
- 10. Nothing in this form of contract shall deny or be regarded as denying to the University the right to use copyright material without licence, cost, or fear of infringement where under the Copyright Act (Canada) the University may use copyright material without licence, cost or fear of infringement.

## Appendix C Patent Policy

### Overview

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

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

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

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

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

### Purpose

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

### POLICY

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

#### 1. Application

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

#### 2. PIP Created at the University

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

#### 3. Ownership

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

#### 4. Timely Disclosure and Availability

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

5. Commercialization

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

6. Commercialization by the University

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

7. Commercialization by the Inventor

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

8. Priority of Funds to Secure Legal Protection

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

9. Division of Net Revenue

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

10. Variation

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

#### 11. Education and Research Use

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

#### 12. Policy Review

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

#### 13. Application of Conflicts and Ethics Policy

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

#### 14. Delegation

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

#### 15. Non-Compliance

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

#### 16. Arbitration

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

### **DEFINITIONS**

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

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

**Appendix D**  
**Academic Benefits Management Committee**

**Excerpt from the Memorandum of Settlement Between the AAS:UA and the Board of Governors,  
July 1, 2002 to June 30, 2005**

Academic Benefits Review Taskforce

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

**Appendix A**  
**to**  
**MEMORANDUM OF SETTLEMENT**  
**Between AAS:UA and University**

**TERMS OF REFERENCE**  
**Academic Benefits Review Task Force**

Terms of Reference

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

- f. Provide a comprehensive set of recommendations consistent with the criteria for controlling cost increases.

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

Academic Benefits Management Committee

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

## **Appendix E**

### **Discipline Interpretation**

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

## **Appendix F Phased Retirement Benefit Programs**

### **PHASED POST RETIREMENT BENEFITS:**

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

Phased post retirement benefits are as follows:

**1. Alberta Health Care Insurance:**

Your coverage under the group plan continues during your post retirement contract as long as you reside in Alberta or until the 1<sup>st</sup> of the month following your 65<sup>th</sup> birthday

The cost of this benefit is paid by the University.

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

**2. Supplementary Health Care Insurance:**

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

The cost of this benefit is paid by the University.

**3. Health Spending Account:**

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

**4. Dental Insurance:**

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

**5. Employee Family Assistance Program:**

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

**6. Business Travel Insurance:**

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

**7. Academic Child Care Benefit:**

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

retirement contract.

**8. Compassionate Care & Emergency Leave:**

Coverage provided on reduced salary fully paid by the University.

**9. Professional Expense Reimbursement:**

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

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

**10. Tuition Remission:**

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

**PHASED PRE-RETIREMENT BENEFITS**

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

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