

# Reference Manual for Faculty Evaluation Committees

Revised September 2016

**Article 12** – Probation and Tenure

**Article 13** – Faculty Evaluation

**Article 14** – Unacceptable Academic Performance

**Article 15** – Appeals

## Revisions:

<i>Section 3.01</i>	<i>Provision of Standards of Performance to Staff Members</i>
<i>Section 4.01</i>	<i>Application for Staff Members and Administrators</i>
<i>Section 5.01</i>	<i>Increment Pool for Eligible Staff Members</i>
<i>Section 5.02</i>	<i>Definition of Staff Count</i>
<i>Section 5.05</i>	<i>Increment Pool for Each Faculty</i>
<i>Section 6.04</i>	<i>Advice re “Zero Increments”</i>
<i>Article VIII</i>	<i>Tenure</i>
<i>Article XIII</i>	<i>FEC Procedures</i>
<i>Section 14.10</i>	<i>Leaves: Childbirth/Parental Non-Adjudicated Adjustment to Base Salary</i>
<i>Section 14.11</i>	<i>Leaves: Sabbatical</i>
<i>Appendix J</i>	<i>Template Letters (17 to 24)</i>

## Questions:

Susan Buchsdruecker, Faculty Relations Officer	492-7813	susan.buchsdruecker@ualberta.ca
Donna Herman, Special Advisor	492-8690	donna.herman@ualberta.ca
David Johnson, Special Advisor	248-1246	david.johnson@ualberta.ca
Lise Warick, Employment Specialist	492-1917	lise.warick@ualberta.ca

*Persons making use of this Reference Manual are reminded that it has been prepared specifically for convenience of reference. We attempt to improve on the information provided each year and appreciate any advice/suggestions that you can provide.*

## Table of Contents

<b>Article I.</b>	<b>Introduction/General/Application .....</b>	<b>4</b>
Section 1.01	Use of Manual.....	4
Section 1.02	Source Document.....	4
Section 1.03	Abbreviations .....	4
Section 1.04	Application of Manual and Decision Authorities .....	4
Section 1.05	Time Periods.....	4
Section 1.06	Non-Departmentalized Faculties .....	4
<b>Article II.</b>	<b>Faculty Salary and Increment Structure .....</b>	<b>5</b>
Section 2.01	Rank Structure and Current Year Salary Scale and Increment Values.....	5
Section 2.02	Salary Adjustments.....	5
Section 2.03	Effective Dates of Decisions .....	5
<b>Article III.</b>	<b>Review of Performance; Standards of Performance .....</b>	<b>5</b>
Section 3.01	Provision of Standards of Performance to Staff Members .....	5
Section 3.02	Mandatory Annual Report and Review.....	5
Section 3.03	Progress through the Ranks .....	6
Section 3.04	Period of Review.....	6
Section 3.05	Retirement and Annual Review .....	7
<b>Article IV.</b>	<b>Authorities and Membership of FEC .....</b>	<b>7</b>
Section 4.01	Application for Staff Members and Administrators .....	7
Section 4.02	Joint Appointments .....	8
Section 4.03	Membership Eligibility for Faculty and FSOs .....	8
Section 4.04	Terms of Office .....	8
Section 4.05	Alternate Members .....	8
Section 4.06	Statutory Members .....	8
Section 4.07	Resource Staff .....	8
Section 4.08	Conflict of Interest.....	9
<b>Article V.</b>	<b>Increment Pool .....</b>	<b>9</b>
Section 5.01	Increment Pool for Eligible Staff Members .....	9
Section 5.02	Definition of Staff Count.....	9
Section 5.03	Effect of Retirements .....	10
Section 5.04	Effect of Terminations.....	10
Section 5.05	Increment Pool for Each Faculty.....	10
<b>Article VI.</b>	<b>Increments and Values of Increments .....</b>	<b>11</b>
Section 6.01	Increments on Promotion.....	11
Section 6.02	Increments in Professor Rank .....	11
Section 6.03	Pro-Rated Increments.....	11
Section 6.04	Advice re "Zero Increments" .....	12
Section 6.05	Clear Recommendations .....	12
<b>Article VII.</b>	<b>Promotion.....</b>	<b>13</b>
Section 7.01	Eligibility for Promotion .....	13
Section 7.02	Review of Complete Career - Promotion to Professor .....	13
Section 7.03	FEC Procedures-Promotion.....	13
Section 7.04	Partial Increment - Non-Promotion .....	13
Section 7.05	Application for Promotion and Advice of Department Chair .....	14
Section 7.06	Procedures When FEC Does Not Support Recommendations .....	14
Section 7.07	Review of Those at Ceiling .....	14
Section 7.08	Order of Consideration .....	14
<b>Article VIII.</b>	<b>Tenure.....</b>	<b>14</b>
Section 8.01	FEC Membership .....	14
Section 8.02	Authority of FEC in Tenure Cases .....	15
Section 8.03	Standards.....	15
Section 8.04	No Change in Standards .....	15
Section 8.05	Review of Complete Career - Tenure .....	15
Section 8.06	Not an Application - Tenure .....	15

Section 8.07	Special One-Year Extension of Second Probationary Appointment .....	15
Section 8.08	FEC Quorum .....	16
Section 8.09	Decision - Tenure .....	16
Section 8.10	Schedule of Events .....	16
<b>Article IX.</b>	<b>Review of Department Chairs .....</b>	<b>16</b>
Section 9.01	Interpretation of "Department Chair" .....	16
Section 9.02	Review by Dean or FEC .....	16
Section 9.03	Period of Review of Department Chairs and Special Cases .....	17
Section 9.04	Promotion of Department Chairs .....	17
<b>Article X.</b>	<b>Unacceptable Academic Performance .....</b>	<b>17</b>
Section 10.01	"Trigger Mechanism" .....	17
Section 10.02	Consideration of Case by Provost .....	18
Section 10.03	Discipline outside Article 14 .....	18
Section 10.04	Alteration of Schedule - GAC .....	18
<b>Article XI.</b>	<b>Contested Cases .....</b>	<b>18</b>
Section 11.01	Contested Case - Right to Appear .....	18
Section 11.02	Contested Case - Detailed Procedures .....	19
Section 11.03	Advance Notice re FEC Hearing .....	19
Section 11.04	Promotion Cases .....	19
Section 11.05	Exercising Right to Appear .....	19
Section 11.06	Special Contested Case .....	19
Section 11.07	Contested Case Procedures .....	19
Section 11.08	Advice to Department Chair .....	20
Section 11.09	Effect of Contested Cases on Schedule .....	20
<b>Article XII.</b>	<b>Contentious Decisions for Referral to the President's Review Committee (PRC) .....</b>	<b>20</b>
Section 12.01	PRC Review .....	20
Section 12.02	PRC Detailed Procedures .....	20
<b>Article XIII.</b>	<b>FEC Procedures .....</b>	<b>20</b>
Section 13.01	Documents for FEC .....	21
Section 13.02	Responsibility of FEC Chair re Material .....	21
Section 13.03	Witnesses .....	21
Section 13.04	Additional Detailed Procedures .....	21
Section 13.05	Notice in Terms of Number of Increments .....	22
Section 13.06	Motion Before FEC .....	22
Section 13.07	Alteration of Schedule - FEC .....	22
<b>Article XIV.</b>	<b>Leaves and Supplementary Professional Activity .....</b>	<b>22</b>
Section 14.01	Leaves: General Rule .....	22
Section 14.02	Leaves: Staff Member Requests that Academic Activities Undertaken While on Leave be Evaluated .....	23
Section 14.03	Leaves: Special Standards .....	23
Section 14.04	Leaves: Extension of Probationary Period .....	23
Section 14.05	Leaves: Documentation .....	24
Section 14.06	Leaves: No Automatic Increments .....	24
Section 14.07	Leaves: Delegate May Appear at FEC .....	24
Section 14.08	Leaves: Discussion of Recommendation to FEC .....	24
Section 14.09	Leaves: Medical and Disability .....	24
Section 14.10	Leaves: Childbirth and/or Parental Non-Adjudicated Adjustment to Base Salary .....	25
Section 14.11	Leaves: Sabbatical .....	26
Section 14.12	Consideration of Supplementary Professional Activities .....	26
<b>Article XV.</b>	<b>Administrative Details and Procedures .....</b>	<b>26</b>
Section 15.01	FEC Submission to Employment Services, Human Resource Services .....	26
Section 15.02	Deadline - Administration .....	27
<b>Article XVI.</b>	<b>Records Retention Schedules and Disposal for FEC Records .....</b>	<b>27</b>
Appendix A.	The Evaluation of Performance of Faculty Service Officers (FSOs) .....	28
Appendix B.	Increment/Promotion Authorities .....	30

Appendix C.	Actions at Application for Promotion .....	31
Appendix D.	Actions at the End of the Second Probationary Period.....	32
Appendix E.	Role of PRC in Contentious FEC Decisions .....	33
Appendix F.	FEC Process for Tenure and Promotion .....	34
Appendix G.	Promotion Based on Exceptional Service .....	35
Appendix H.	Schedule of Increment/Promotion/Tenure Events; Summary.....	37
Appendix I.	Process for Failure to Provide an Annual Report.....	39
Appendix J.	Template Letters .....	40
<b>Index</b>	.....	<b>67</b>

## **Article I. Introduction/General/Application**

### **Section 1.01 Use of Manual**

This document is a Reference Manual for use by Faculty Evaluation Committees (FECs), Department Chairs, Deans, and other administrators in the salary increment, promotion, and tenure process. FECs may, however, have additional procedures, rules, or regulations, as long as these are not in conflict with the Faculty Agreement. All members of FEC are reminded that FEC is a confidential process.

### **Section 1.02 Source Document**

- a. The principal source document for this Reference Manual is the Faculty Agreement. As individual FECs also are required to evaluate the performance of Faculty Service Officers (FSO), the FSO Agreement will also serve as a source document. Ensure you have the most recent versions found on the Human Resource Services website at <http://www.hrs.ualberta.ca/HiringandManaging/CollectiveAgreementAdmin/AcademicAgreementResources.aspx>.
- b. References shown in parentheses throughout this Reference Manual refer to articles and clauses of the Faculty Agreement, except where explicitly stated as otherwise.
- c. Appendix A covers differences in treatment of FSOs.
- d. Where there have been formal interpretations under the Faculty Agreement, these, too, serve as a source of information and authority in this Reference Manual.
- e. This Reference Manual should not be in conflict with the intent or regulations of the Agreements. Should such a conflict arise, the appropriate Agreement shall apply and not this Reference Manual.

### **Section 1.03 Abbreviations**

The following abbreviations are used throughout this Reference Manual:

- a. FEC - Faculty Evaluation Committee
- b. FSO – Faculty Service Officer
- c. GAC - General Appeals Committee
- d. PRC – President’s Review Committee
- e. Provost – Provost and Vice-President (Academic)

### **Section 1.04 Application of Manual and Decision Authorities**

Appendix B provides a listing of the senior administrators responsible for increment, promotion, and tenure decisions for tenured and tenure-track faculty and for FSOs.

### **Section 1.05 Time Periods**

In this manual, "day" or "days" means Monday through Friday, except a day when the University buildings are closed. That is, reference is to "working days". References to "week", "month" or "year", refers to the calendar period.

### **Section 1.06 Non-Departmentalized Faculties**

In this manual, the provisions and procedures set out refer to those of a departmentalized Faculty. In the case of a non-departmentalized Faculty, the term "Department Chair" is replaced by "Dean" and the term "Department" is replaced by "Faculty".

## **Article II. Faculty Salary and Increment Structure**

### **Section 2.01 Rank Structure and Current Year Salary Scale and Increment Values**

The faculty salary scale and steps can be found at <http://www.hrs.ualberta.ca/PayandTaxInfo/SalaryScales.aspx>.

- a. For the rank of Assistant Professor, there is a minimum salary level, a series of salary steps (increments), and a maximum salary level; however, the maximum salary for Assistant Professors does not apply to those on probation.
- b. For the rank of Associate Professor, there is a minimum salary level, a series of salary steps (increments), and a maximum salary level.
- c. The maximum salary level for an Assistant Professor is greater than the minimum salary level for an Associate Professor and the maximum for an Associate Professor is greater than the minimum for a Professor.
- d. For the rank of Professor, there is a minimum salary level and a series of salary steps but there is no salary maximum. In addition, the dollar value of increments awarded to Professors decreases as salaries increase. Note: the salaries indicated on the Salary Scale also include the Promotion Transition Zone which is used in awarding increments and in determining the eligibility of a staff member to apply for promotion to Professor.

### **Section 2.02 Salary Adjustments**

A change in salary as a result of negotiations between the Board and the AASUA is referred to as a "Salary Adjustment."

### **Section 2.03 Effective Dates of Decisions**

Increments and promotions are effective July 1 following decisions by the FEC.

## **Article III. Review of Performance; Standards of Performance**

### **Section 3.01 Provision of Standards of Performance to Staff Members**

- a. In keeping with the tenets of natural justice, each staff member should be apprised of the standards of performance expected within his or her Faculty. Accordingly, each staff member should be provided with a copy of his/her Faculty's standards statement.
- b. Standards for the award of tenure 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)
- c. The work performed by a staff member under review for the year following promotion to Professor should be evaluated against the "upper" standards for an Associate Professor because the staff member was an Associate Professor for the year under review. For the calculation of increment refer to §6.01b.

### **Section 3.02 Mandatory Annual Report and Review**

- a. Each staff member is required to submit an Annual Report.
- b. A notice should be sent to all staff members advising of the deadline date for submission of the Annual Report.
- c. An email reminder should be sent to those staff members who fail to submit their Annual

Report by the deadline. Refer to Appendix I of this Reference Manual for the process when staff fail to provide an Annual Report.

- d. The Reports shall be used by the Department Chair in preparing recommendations to FEC and by FEC in evaluating those recommendations. (§7.10; Appendix D §4.01 and §4.02)
- e. The performance of each staff member must be reviewed annually by the FEC and a statement concerning the performance of the staff member must be submitted to FEC by the Department Chair (in departmentalized Faculties) or the Dean (in non-departmentalized Faculties). For non-compliant faculty members, the Department Chair will submit a letter to FEC indicating that s/he are unable to evaluate or make a recommendation. This provision applies regardless of the location of the staff member in the salary/rank grid. A staff member does not have the right to ask that his or her performance not be evaluated. (§13.15; §13.23; §13.34)
- f. Refer to §14 of this Reference Manual regarding annual review for staff members on medical leave, childbirth leave, etc.

### **Section 3.03 Progress through the Ranks**

Refer to the Faculty Agreement for standards of performance clauses. (§13.04 through §13.07)

### **Section 3.04 Period of Review**

FEC reviews the performance of staff members "in the year under review." Each Faculty Council determines the particular 12-month review period. This is usually either the "academic year" (July 1 to June 30) or the calendar year – but other "years" are permitted. (§13.34)

#### **July to June Review Period**

Arts  
Augustana  
Business  
Education  
Extension  
Law  
Medicine & Dentistry  
Native Studies  
Nursing  
Pharmacy & Pharmaceutical Sciences  
Physical Education & Recreation  
Public Health  
Rehabilitation Medicine  
Saint-Jean  
Science

#### **January to December Review Period**

Agricultural, Life & Environmental Sciences

#### **September to August Review Period**

Engineering

### **Section 3.05 Retirement and Annual Review**

- a. Staff lists for FECs are prepared on the basis of information known at the time. If a Faculty receives information about a retirement between the preparation of the staff list and consideration by FEC, the staff list and increment pool will be amended accordingly. (see §5.02 of this manual)
- b. Staff members who are retiring or ending a phased pre-retirement employment period in the year after the current year, will be subject to the following interpretations:
  - I. Staff member who will retire on June 30th or earlier will not submit an annual report to FEC and there will be no recommendation to FEC by Department Chair or Dean for incrementation.
  - II. Staff member who will retire after June 30<sup>th</sup> will submit an annual report to FEC and there will be a recommendation to FEC by Department Chair or Dean for incrementation.
  - III. During the phased pre-retirement period, the staff member is on a partial leave without pay and remains a continuing staff member and will submit an annual report to FEC and there will be a recommendation to FEC for incrementation by Department Chair or Dean.
- c. Staff members who are retiring and beginning a phased post-retirement employment period in the year after the current year will be subject to the following interpretations:
  - I. Regardless of the specific retirement date, staff member will submit an annual report to FEC and there will be a recommendation to FEC for incrementation by Department Chair or Dean in order to establish the starting salary rate for the phased post-retirement period. This will be the final time that the staff member will be considered by FEC.
  - II. Any incrementation will be a charge to the Faculty's increment pool.

## **Article IV. Authorities and Membership of FEC**

### **Section 4.01 Application for Staff Members and Administrators**

- a. FEC considers the performance of all staff members in the Faculty except that of the Dean and Department Chairs (§13.15), subject to Faculty Council requirements for Chairs (§13.17) and/or Deans (§13.19).
- b. Vice-Deans, Associate Deans, Assistant Deans (faculty members), Associate Department Chairs, and similar administrative positions are considered by the appropriate FEC. **For these administrative positions within departmentalized Faculties, the formal recommendation to the FEC shall normally be made by the Department Chair. The Department Chair shall consult with the Dean prior to making the formal recommendation.**
- c. Whenever the Dean is the officer making a formal recommendation to the FEC and the Dean is also the Chair of the FEC, the Dean would step down as Chair of the FEC for that case, with another FEC member serving as Chair. Where the duties of the Associate Dean/Assistant Dean are divided equally between the Office of the Dean and the Department, the formal recommender will be either the Dean or the Department Chair, with such a procedure to be determined in advance. In all such cases, the officer who makes the formal recommendation must consult with the "other" officer prior to making the formal recommendation.



- d. In the case of a staff member on a full-time secondment to an external agency or serving in a “central” University administrative position, the annual evaluation will, normally, be completed outside of the FEC process with input to the evaluator, as appropriate, from the staff member’s Department Chair.

#### **Section 4.02 Joint Appointments**

- a. In the case of a staff member whose appointment is split between two Faculties, the FEC which will consider the case is that in which the staff member has the majority appointment. If the split between the two Faculties is 50-50, one of the two will be designated as the “home” Faculty in the letter of appointment and that FEC will consider the case. In all joint appointments, the appropriate officers in the “home” Faculty must consult with the other Faculty prior to making the formal recommendation to FEC.
- b. In departmentalized Faculties, it is the responsibility of the staff member's Department Chair in the "home" Faculty to obtain a written statement from the staff member's Department Chair in the other Faculty as to his or her performance since the last meetings of the FEC, prior to the "home" Department Chair submitting the recommendation to the FEC.

#### **Section 4.03 Membership Eligibility for Faculty and FSOs**

- a. Notwithstanding clause 13.13 (a) allowing variations for membership, members of FEC must be those tenured staff members whose appointments are governed by the Faculty Agreement.
- b. When the cases of FSOs are considered by an FEC, the membership of the FEC will be increased by the addition of a FSO from another Faculty, with such person appointed by the Provost under clause 13.11 (d) of the FSO Agreement. That person is a full voting member for FSO cases - but should not be present at FEC hearings for other than FSO cases.

#### **Section 4.04 Terms of Office**

A Faculty Council may provide for elected members to be appointed to varying term lengths so as to provide some continuity of membership.

#### **Section 4.05 Alternate Members**

A Faculty Council may determine that the FEC composition should include an elected alternate member who would serve as a voting member in the absence of another elected member, e.g. when the case of an elected member is being discussed or in any cases where a conflict may be declared. The alternate member should be present for the discussion of all cases (other than his/her own) and not just for those cases in which s/he becomes a voting member.

#### **Section 4.06 Statutory Members**

The statutory members of an FEC are the Dean and Department Chairs and these members may not be replaced by alternates should they be absent from a meeting of the FEC unless approval for such delegation has been granted by the appropriate officer. In the case of Deans, this is the Provost; in the case of Department Chairs, this is the Dean. (§4.03.1)

#### **Section 4.07 Resource Staff**

Support or resource staff, e.g., Associate Deans, Administrative Officers, Administrative Assistants, etc. may attend meetings of an FEC, at the invitation of the FEC, but do not play a significant role in the discussions. They are not to be considered as members of FEC. (§13.43)

## **Section 4.08 Conflict of Interest**

At the beginning of each session, FEC members should be asked to consider whether they have a conflict of interest, or may be perceived to have a conflict, with respect to any of the individuals who are being reviewed at that session.

A conflict, in this situation, may include the following:

- Personal relationship – spouse/partner, close friend, relative;
- Professional association – internal or external to the University;
- Graduate supervisor;
- Past or present inter-personal conflict;
- Co-researcher, co-author, co-editor – past or present.

These conflicts should be self-declared, or alternatively, the FEC member could be challenged by another FEC member or by a staff member who is being reviewed.

Having declared the conflict of interest, the FEC Chair shall determine whether the FEC member needs to refrain from participation in discussions or voting related to the individual staff member who is being reviewed.

In exceptional cases only (e.g. in the event of a personal relationship), the FEC member may be required to withdraw physically from all participation in the staff member's review.

## **Article V. Increment Pool**

### **Section 5.01 Increment Pool for Eligible Staff Members**

The number of increments in the increment pool will be equal to 1.2 times the number of eligible staff members within each Faculty. Eligible staff members under this provision are those staff members in the Faculty whose employment is covered either by the Faculty Agreement or the FSO Agreement. An email is sent out annually from Employment Services to the Dean and the Faculty HR Contact advising of the number of staff on record and the number of increments to be allocated. **Unused increments in one pool cannot be used or transferred to another pool.**

### **Section 5.02 Definition of Staff Count**

In determining the number of staff eligible to be considered for increments by the FEC, the following rules apply:

- a. All eligible staff members covered either by the Faculty or FSO Agreements are to be included in the number generating the increment pool.
- b. **Staff members who are at the salary cap (i.e. Associate Professors and FSO 1, 2, 3 on step 13 and FSO 4b on step 5) are not counted in the increment pool. In the case of a capped staff member who comes forward for promotion, however, the pool will need to be increased by 1.2.**
- c. Staff members who joined the University on July 1<sup>st</sup> through October 1<sup>st</sup> (inclusive) receive a 1.0 increment effective the next July 1<sup>st</sup>. They are counted as one in the staff count and contribute 1.2 increments to the pool. These staff members are included in the Increment Merit Report generated by Employment Services.
- d. Staff members who joined the University on October 2<sup>nd</sup> through June 1<sup>st</sup> (inclusive) receive a 1.0 pro-rated increment effective the next July 1<sup>st</sup> (see §6.03 of this Reference Manual). They are not counted in the staff count as “one” and do not contribute 1.2 increments to the pool. Therefore, they are not included on the Increment Merit Report generated by

Employment Services. The *Summary of Approved Salary Increments Report* within the Faculty for that review period should reflect that 1.0 (PRO) increment was awarded to that new staff member effective the next July 1<sup>st</sup>.

In the next review year, these staff members shall be counted as “one” in the staff count and, therefore, shall contribute **1.2** increments to the pool. Such new staff members, in the current period under review, are minimally awarded a 1.0 increment. Each Faculty has practices that determine whether the annual report is reviewed in the usual manner or whether a 1.0 increment is automatically awarded following July 1<sup>st</sup>.

- e. Staff members who are on full or partial disability leave at the time Employment Services generates the *Summary of Approved Salary Increments Report* are not included in the report and, therefore not counted in the increment pool. See §14.09 of this Reference Manual for additional information on medical and disability leave.
- f. **The increments for staff members who are on Childbirth or Parental Leave and opt for a non-adjudicated adjustment to base salary are removed from the increment pool prior to determining the total increments available for FEC to award. If you have questions on processes specific to your Faculty, please call Donna Herman.**
- g. Refer to §3.05 of this Reference Manual for details related to staff members resigning or retiring at the end of the current academic year (i.e. June 30<sup>th</sup>).

### **Section 5.03 Effect of Retirements**

See §3.05 of this Reference Manual to determine effects of retirement on the increment pool.

### **Section 5.04 Effect of Terminations**

- a. If no formal termination has been received by the time the Increment Merit List is generated by Employment Services if the staff member concerned will be included in the list report and in the staff count which determines the number of increments to be awarded. If a formal termination has been received by that time, the staff member will be excluded from the list report and the count.
- b. If a staff member's name appears on the staff list (and, therefore, included in the count which determines the number of increments available to a Faculty) and submits his or her termination before the meeting of the FEC, the Dean shall remove the staff member's name from the list and revise the staff count and number of increments available accordingly before the FEC considers the case.
- c. If a staff member is awarded an increment and subsequently terminates, that increment may not be awarded to another staff member.

### **Section 5.05 Increment Pool for Each Faculty**

Each FEC is authorized to approve merit increments whose number is less than or equal to the **1.2** increment pool. The Provost, following consultation with the AASUA, may permit an FEC to exceed the number. (§13.21) If the FEC exceeds its limit and appeals to the Provost for relief from the limit, the Provost will either (a) allow such relief and ratify the increment awards, or (b) require the FEC to modify its awards to conform to the limit. If the Provost decides on the latter course, the FEC will be so advised and the FEC must reconvene. Note: The Provost automatically approves excesses of a one-half increment, or less, above the **1.2** increment pool.

## **Article VI. Increments and Values of Increments**

### **Section 6.01 Increments on Promotion**

The following rules apply to increments on promotion to Associate Professor or Professor:

- a. If a staff member is promoted to Associate Professor or Professor, he or she must be awarded no less than a single increment at the same time. (§13.33)
- b. If a staff member who is being promoted has a current salary which is below the salary minimum for the next-higher rank, the value of the increment will be determined as follows:
  - I. The value of that portion of the increment which is sufficient to take the staff member's salary to the salary minimum of the next-higher rank will be at the current rank;
  - II. The remainder of the increment (if any) will be at the value of the next-higher rank.

Example: An Associate Professor's base salary is currently at \$117,257. The minimum salary for a Professor is \$119,402. The staff member has been awarded a 1.0 increment. The first increment will be calculated using the current rank increment value for an Associate Professor which will bring the staff member's salary up to the minimum of a Professor ( $\$3,223 \times 66.57\% = \$2,145$ ). The rest of the increment will be calculated using the current rank increment value for a Professor 1 ( $\$3,790 \times 33.43\% = \$1,267$ ), bringing the salary up to \$120,669.
- c. If a staff member who is being promoted has a current salary which is at or above the salary minimum for the next-higher rank, the value of the increment awarded on promotion will be at the value of the next-higher rank.
- d. A staff member may be awarded a special increment (§13.23.e) upon promotion. The value of such increment will be just sufficient to bring the salary, on promotion, to the salary minimum of the next higher rank; the value will be at an odd number, e.g. 1.23, 1.75, etc.

### **Section 6.02 Increments in Professor Rank**

The increment awards to Professors reduce in value as the salary of the Professor increases.

The current year values can be found on the Human Resources website at

<http://www.hrs.ualberta.ca/en/PayandTaxInfo/SalaryScales.aspx>.

The same principle as set out for promotion (in §6.01(b) above) applies to the value of increments to Professors. The value of the increment will be at the value of the current salary area unless the increment takes the salary of the staff member into the next salary area. In that event, the value of that portion of the increment which is sufficient to take the staff member's salary to the minimum of the next salary area will be the value of the current salary area and the remainder will be at the value of the next salary area.

### **Section 6.03 Pro-Rated Increments**

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

Further to §13.25, the value of pro-rated increments for individuals who join the University between October 2<sup>nd</sup> to June 1<sup>st</sup> (inclusive) will be in accordance with the following:

Date of Appointment	% of Single Increment
October 2 - November 1	66.7%
November 2 - December 1	58.3%
December 2 - January 1	50.0%
January 2 - February 1	41.7%
February 2 - March 1	33.3%
March 2 - April 1	25.0
April 2 - May 1	16.7%
May 2 - June 1	8.3%

Note that staff who join the University between October 2<sup>nd</sup> to June 1<sup>st</sup> (inclusive) are not counted in the staff count as “one” and do not contribute **1.2** increments to the pool (§5.02(c) of this Reference Manual).

**Section 6.04 Advice re “Zero Increments”**

The Agreement provides for the identification of "zero increments". If the Department Chair recommends a zero increment for a staff member, the recommendation shall specifically label the increment with one of the identifying labels (see below). Similarly, if the FEC awards a zero increment, it shall be specifically labelled and the staff member will be advised. (§13.24). Note that 0.0 B to 0.0D are appealable.

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

For those staff members who are at maximum salary level (i.e. 0.0 a), FEC should only make a qualitative evaluative comment and should not refer to a numerical increment which cannot be given (i.e. do not award a “phantom” increment).

**The awarding of a 0.0 b can simply mean that all responsibilities undertaken are “acceptable”. However, a 0.0 b may reflect a deficit in one of the areas of teaching, research or service; may be used to indicate that a staff member needs to improve one, or more, area(s); and/or that the staff member may be in risk of a future 0.0 d.**

**Section 6.05 Clear Recommendations**

The recommendation submitted to the FEC should be clear and unequivocal in terms of the number of increments recommended and promotion (where appropriate). Refer to Appendix J of this Reference Manual for Template Letters.

## **Article VII. Promotion**

Refer to Appendix C of this Reference Manual for the "Actions at Application for Promotion" Flow Chart.

### **Section 7.01 Eligibility for Promotion**

- a. The only true promotion cases before FEC are those from the rank of Associate Professor to Professor. The award of tenure to an Assistant Professor automatically assigns the rank of Associate Professor to that staff member. (Article VIII – Tenure)
- b. An Associate Professor is eligible to apply for promotion to Professor when the current salary (of the staff member) is within one increment of, or is higher than, the salary minimum of the Promotion Transition Zone of Professor. (§13.28(b)).
- c. The minimum salary rate to be used for applying for promotion is calculated by taking the current minimum salary of the Promotion Transition Zone for Full Professor and subtracting the rate of the current increment value for Associate Professor.
- d. Of course, a staff member whose salary is higher than the minimum shown above is also eligible. See §13.30 for special eligibility for promotion.
- e. A staff member appointed as an Associate Professor without tenure is eligible to make a joint application for tenure and promotion to Professor when the current salary is within one increment of, or is higher than, the salary minimum of the promotion transition zone of Professor. In this case, FEC may decide not to consider the application for promotion. (§13.28(a))

### **Section 7.02 Review of Complete Career - Promotion to Professor**

- a. Promotion to the rank of Professor is to be regarded not merely as another increment step but recognition of distinction. The review required to promote to Professor will, therefore, receive treatment different from that accorded other increments in a staff member's career, and the complete career will be considered. (§13.26)
- b. The complete career is interpreted to mean right up to the latest submission to the FEC at which time the promotion is considered. In certain Faculties, this may result in a longer period of review than that for staff members whose cases for promotion are not being considered. For example, if a Faculty has decided that the period of review is to be July 1 of the previous year to June 30 of the current year, when it considers performance in December of the current year, the "complete career" of the staff member up for promotion could be inclusive of performance between July 1 (of the previous year) and mid-November of the current year.

### **Section 7.03 FEC Procedures-Promotion**

The question of what constitutes "satisfactory documentation" in the case of promotion is left up to the individual FECs. (§13.31)

### **Section 7.04 Partial Increment - Non-Promotion**

A staff member whose salary is less than one increment from the salary maximum for Associate Professor and who is not promoted, may be awarded a partial increment by FEC which will take the salary to the maximum for the current rank of Associate Professor. The remainder of that partial increment is available for awarding within the Faculty increment pool.

### **Section 7.05 Application for Promotion and Advice of Department Chair**

Promotions from Associate Professor to Professor are to be on the basis of an application by the staff member to FEC. (§13.29). Where a staff member applies to FEC for promotion to Professor, the Department Chair, in his or her evaluation statement to FEC about the staff member, shall indicate support or non-support for the application. Such a statement shall include the reasons for the position taken. (§13.32)

### **Section 7.06 Procedures When FEC Does Not Support Recommendations**

Where the FEC is not prepared to support an application for promotion to Professor which has been supported by the Department Chair, the position of the FEC shall be considered a preliminary position. (§13.64).

### **Section 7.07 Review of Those at Ceiling**

The performance of all staff members must be evaluated by the FEC. This includes staff members who are at the salary ceiling of the Associate Professor rank - even though the staff member does not apply for promotion. See §3.02 above. (§13.34)

### **Section 7.08 Order of Consideration**

It is suggested that when the FEC has a case for promotion to consider, it first considers the question of promotion and subsequently considers the question of the number of increments to award the staff member. Also, it is recommended that all promotion cases be considered at one point in the FEC agenda rather than interspersed throughout the agenda.

## **Article VIII. Tenure**

**In cases where a staff member has been offered a first probationary period which is less than four years, Faculty and Staff Relations must first consult the AASUA. It is important to note that the staff member is still entitled to a four year first probationary period with all the rights and privileges that involves, regardless of the shortened time period mentioned in the appointment letter.**

Refer to Appendix D of this Reference Manual for the "Actions at the End of the Second Probationary Period" Flow Chart.

### **Section 8.01 FEC Membership**

When FEC deals with tenure cases, there are two special provisions regarding membership of that body:

- a. In departmentalized Faculties, when FEC is considering a staff member for renewal of a probationary appointment or for tenure, the staff members in the Department of the candidate shall elect one of the tenured staff members of the Department to serve as an additional member of FEC to hear the case. (§13.13(e))
- b. An FEC may delegate to a sub-committee its authorities in tenure (and related) cases. FEC decides on the composition of such a sub-committee. However, such a sub-committee must include representatives of FEC to ensure consistency in the application of standards and, as a minimum; it must have at least two representatives of the candidate's Department, viz. the Department Chair and one other. Proposals to establish sub-committees are considered by the Agreement Review Committee. (§13.14)

## **Section 8.02 Authority of FEC in Tenure Cases**

- a. FEC is authorized to make the following decisions in tenure cases:
  - I. At the end of a first probationary period: authorized to (1) offer a second probationary period, (2) grant tenure, or (3) termination of appointment. (§12.14)
  - II. In years other than the last year of a probationary period: authorized to (1) grant tenure or (2) continue the present probationary appointment to its contracted end-date. (Note that, under this case, FEC does not have authority to terminate the appointment or to extend the appointment beyond the contracted end-date.) (§12.17)
  - III. At the end of the second probationary appointment: authorized to (1) grant tenure, (2) termination of appointment, or (3) extend the probationary appointment for one year. (§12.16)
- b. Cases where the Department Chair has recommended a second probationary period and that are approved by the Dean do not go forward to be heard by FEC. (§12.12(a))
- c. A Faculty Council may determine that all cases at the end of a first probationary period be considered by FEC. That is, the Dean would not be authorized to offer a second probationary appointment to a staff member under §12.12(a) of the Agreement; rather, this would have to go to FEC for decision. (§12.13)

## **Section 8.03 Standards**

In evaluating the performance of a staff member for tenure, FEC shall take into account the standards established for the Faculty under §13.04 through §13.07 of the Agreement.

## **Section 8.04 No Change in Standards**

The standards for tenure shall not be changed from those which were in place when the staff member was appointed for the probationary period unless the staff member agrees to a change. (§13.10)

## **Section 8.05 Review of Complete Career - Tenure**

When evaluating the performance of a staff member for tenure/second probationary period, FEC will review the staff member's performance over the complete career (§13.26). See also §7.02(b) above.

## **Section 8.06 Not an Application - Tenure**

Unlike the situation with promotion from Associate Professor to Professor where the staff member applies to FEC for promotion, a decision on tenure (and related matters) is made by FEC after consideration of a recommendation by the Department Chair. (§13.27)

## **Section 8.07 Special One-Year Extension of Second Probationary Appointment**

Under §6.06 of the Faculty Agreement, in extraordinary circumstances, a Department Chair (with the written approval of the staff member) may recommend a special one-year extension of the second probationary appointment to the Dean, who then recommends to the Provost. Under §6.05 of the FSO Agreement, in extraordinary circumstances, a Department Chair (with the written approval of the staff member) may recommend a special one-year extension of the second probationary period appointment to the Dean, who then recommends to the Provost. The Provost, in consultation with the President of the AASUA, may then grant the special one-year extension.

Note: A Special extension is an option that is in addition to those available under §12.09 and



§12.16 (c) of the Faculty Agreement.

**Example 1:** Staff member is nearing end of first probationary period and has encountered a delay in receipt of grant funding through no fault of his own, hence affecting the progress of his research program. Rather than the Department Chair recommending a second probationary period, the Department Chair could recommend a special extension to the first probationary period in order to allow the staff member an additional year to make progress within the first probationary period.

**Example 2:** Staff member is nearing end of second probationary period and has experienced a series of family-related matters over the past few years that have impacted her progress. There were no leaves requested/ required over these years. Rather than the Staff Member preparing a tenure application package, the Department Chair could recommend a special extension to the second probationary period in order to allow the staff member an additional year to make progress towards tenure and promotion.

### **Section 8.08 FEC Quorum**

The quorum for tenure cases before FEC is the same as that for increment/promotion cases, 80% of the FEC membership. However, the departmental member added under §13.13.e of the Agreement shall be present during consideration of the case. (§13.41)

### **Section 8.09 Decision - Tenure**

As soon as FEC has reached a decision in a tenure case, the FEC Chair shall advise the staff member of the decision, in writing (§13.46). In non-departmentalized Faculties, this task may be delegated to the Dean. Refer to Appendix J of this Reference Manual for Template Letters.

### **Section 8.10 Schedule of Events**

See §11 of this manual for the schedule of events in tenure cases.

## **Article IX. Review of Department Chairs**

The roles and responsibilities of a Department Chair are outlined in the University of Alberta's Policy and Procedures On Line (UAPPOL) under [Recruitment Policy - Selection of Department Chairs Procedure \(Appendix A\): Roles and Responsibilities.](#)

### **Section 9.01 Interpretation of "Department Chair"**

The term "Department Chair" will include the following: Department Chairs on campus; Department Chairs on leave of absence; Acting or Interim Department Chairs; Department Chairs resigning as Chair at the end of the current academic year but continuing on staff; and Department Chairs who also serve as Associate or Assistant Deans. Note: heads of "divisions" are not to be considered as Department Chairs.

### **Section 9.02 Review by Dean or FEC**

- a. FEC does not normally consider the performance of Department Chairs (§13.15). The Dean annually reviews the performance of all Department Chairs and submits recommendations to the Provost who awards incrementation. (§13.16)
- b. Faculty Council may require that the performance of Department Chairs be considered by FEC for the award of increments (§13.17) and all rules and procedures of FEC for regular cases will apply.

### **Section 9.03 Period of Review of Department Chairs and Special Cases**

The terms and conditions of a Department Chair are outlined in the University of Alberta's Policy and Procedures On Line (UAPPOL) under [Recruitment Policy - Selection of Department Chairs Procedure \(Appendix B\): Terms and Conditions for Department Chairs](#).

- a. Appendix B of this Reference Manual states that Deans shall conduct the annual reviews of Department Chairs and provide an increment recommendation to the Provost for decision.
- b. Specifically, with respect to the review period, the [Selection of Department Chairs Procedure \(Appendix B\): Terms and Conditions for Department Chairs](#) states the following alternate review options:
  - I. If administrative leave is taken immediately following the end of the term as Department Chair, the Dean could be responsible for the annual review and recommendation to the Provost in the first year following the end of the term, as well as the succeeding term (at the request of the staff member).
  - II. If there is no immediate administrative leave following the end of the term as Department Chair, the Dean could be responsible for the annual review and recommendation to the Provost in the succeeding year.
- c. If the staff member chooses an option under §9.03 (b), s/he should submit that request to the Dean, copied to the Department Chair and to the Provost.
- d. If the staff member does not choose an option under §9.03 (b), the position held by the staff member at the time of the hearing of the appropriate FEC determines whether or not the staff member's performance is completed by FEC or the Provost. For example, if a particular Faculty's period of review is July 1 of the previous year to June 30 of the current year, and its FEC meets in December of the current year, the Dean will consider the cases of all those persons who are Department Chairs as of July 1 of the current year. By the same token, in that same Faculty those persons who were Department Chairs in the period of review but who are now regular staff members would have their cases heard by the FEC notwithstanding the fact that they were Department Chairs during the period under review.

### **Section 9.04 Promotion of Department Chairs**

FEC will consider applications for promotion to Professor by Department Chairs (§13.16) and all rules and procedures of FEC for "regular" cases will apply.

## **Article X. Unacceptable Academic Performance**

### **Section 10.01 "Trigger Mechanism"**

- a. 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 members performance has also been cited as unsatisfactory and unacceptable in either of the two preceding years and further provided that, if the staff member had appealed the FEC decision to GAC, such appeal was not upheld. (§14.01). **Note:** FEC Chair recommends that the staff member be disciplined but does not recommend the specific discipline.
- b. 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. (§14.02)

- c. 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. **Note:** Balance of probabilities is the standard of proof required in civil law cases (i.e. it is more probable than not that what the person says happened is true).

### **Section 10.02 Consideration of Case by Provost**

Upon submission of the recommendation by the FEC Chair under §10.01 above, the Provost will consider the case under the detailed procedures of §14 of the Agreement.

### **Section 10.03 Discipline outside Article 14**

If a Department Chair is of the opinion that the performance of a staff member is sufficiently unsatisfactory that he or she believes that cause exists for the discipline of a staff member then it is not mandatory that such a case be considered under the provisions of §14 of the Agreement. Rather, the matter may be submitted, as a complaint, to the Provost under the provisions of §16 of the Agreement.

### **Section 10.04 Alteration of Schedule - GAC**

In the case of appeals of decisions made by FEC to GAC, there is some flexibility possible regarding the schedule set out in the Agreement. (a) Under §15.24 of the Agreement, the GAC Chair may extend the deadlines for submission to GAC by the appellant or respondent. (b) Under §15.52 of the Agreement, all deadlines regarding an appeal other than those regarding submission of materials to GAC "may be varied by the mutual written consent of the Appellant, the Respondent and the Chair (of GAC)."

## **Article XI. Contested Cases**

### **Section 11.01 Contested Case - Right to Appear**

A contested case is one where the staff member has the right to appear before FEC (§13.48). 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; and
- d. Cases arise pursuant to §13.64.

## **Section 11.02 Contested Case - Detailed Procedures**

Upon the staff member advising the FEC Chair of his/her intention to contest a decision under §10.01 above, the detailed procedures beginning at §13.49 of the Agreement will apply.

Example: A Department Chair recommended a 0.0d merit. The staff member contested the recommendation of the Chair and appeared before FEC. The FEC outcome of the Chair's recommendation was a 0.75 increment. Since the FEC already raised the Chair's recommended merit, there is no reconsideration by FEC. However, since the increment is still less than 1.0, the staff member can appeal to GAC.

## **Section 11.03 Advance Notice re FEC Hearing**

To enable the staff member to challenge a recommendation of the Department Chair to FEC, he or she must know the date of the FEC hearing - so that the material can be submitted by the deadline under §13.49. Therefore, staff members must be apprised of the date when FEC will hear the case. Refer to Appendix J of this Reference Manual for Sample Template Letters.

## **Section 11.04 Promotion Cases**

Where a staff member has applied for promotion to Professor but the application is not supported by the Department Chair, the staff member has the right to appear before the FEC to present a case. Where the increment recommendation of the Department Chair is for single or greater, the challenge of the staff member shall be restricted to promotional considerations and shall not address the increment recommendation. If, however, the increment recommendation of the Department Chair is for less than single, then the case of the staff member can be addressed both to promotional and increment considerations.

## **Section 11.05 Exercising Right to Appear**

Clause 13.48 of the Agreement provides that a contested case "is one where the staff member has the right to appear before FEC" and then goes on to describe those cases. This phrase has been interpreted to the effect that a contested case is one where the staff member has the right to appear before FEC or to submit material to FEC and has chosen to exercise that right, i.e. has decided to challenge the recommendation before FEC.

## **Section 11.06 Special Contested Case**

If a recommendation is submitted to FEC which is not included in the list of contested cases in §13.48 but FEC, upon initial consideration, decides that the decision of FEC should be one which is lesser than that anticipated in the recommendation and if that lesser decision is of a type that is included in §13.64 then that "decision" is to be considered as the "preliminary position" of FEC and that position may then be considered as a "contested case." Under such a circumstance, the staff member has the right to appear before a subsequent meeting of FEC and/or to submit materials to FEC and, if he or she chooses to do so, this will be a contested case and the regular rules for a contested case will apply.

## **Section 11.07 Contested Case Procedures**

If a staff member has contested the recommendation of a Department Chair to FEC, the Department Chair will be present only for that portion of the FEC hearing at which the evidence is presented. The Department Chair will not be present for the deliberation part of the hearing and, of course, will not vote on the case. (§13.62) If a staff member has the right to contest a recommendation but neither appeared before FEC nor submitted material to FEC, then, in such a case, the Department Chair remains for the full FEC hearing, may participate in the deliberations and may vote on the case.

### **Section 11.08 Advice to Department Chair**

If an original recommendation of a Department Chair is formally contested and, therefore, the Department Chair did not participate in the deliberation part of the FEC hearing and did not vote and if FEC decided on a preliminary position which reduced the original recommendation, the FEC will ask the Department Chair to re-join the FEC meeting and advise him/her of the reason for reducing the original recommendation. This is necessary to enable the Department Chair to take a position on the matter under §13.64 of the Agreement.

### **Section 11.09 Effect of Contested Cases on Schedule**

Clause 13.40 of the Agreement provides: "The schedule shall provide for sufficient time for the consideration of contested cases." In establishing the FEC schedule, it should be kept in mind that cases which are not originally contested ones can become such cases by virtue of FEC not approving a recommendation of a Department Chair and preferring a decision which would then become "contested." In such a case, the staff member must be given the same rights as if the original recommendation had been a "contested" one. That is, the staff member has the right to submit materials and appear before FEC, etc. All of this takes time - and the schedule of FEC should be set keeping such possible extensions in mind. This is especially important in tenure cases, where the deadline for decision is December 20.

## **Article XII. Contentious Decisions for Referral to the President's Review Committee (PRC)**

### **Section 12.01 PRC Review**

*Under exceptional circumstances where any of the staff member, FEC Chair, Dean of the Faculty, or the PRC member consider that an FEC decision (in the case of granting tenure or promotion to Professor) or preliminary position (in the case of terminal denial of tenure or denial of promotion to Professor) is contentious because it is unfair or procedurally flawed, then the case may be referred to PRC for review. In cases where the preliminary position of FEC is terminal denial of tenure or denial of promotion to Professor, the staff member's consent must be obtained prior to referral to PRC. (§13.82)*

### **Section 12.02 PRC Detailed Procedures**

Upon the referral to PRC under §11.01 above, the detail procedures beginning at §13.83 of the Agreement will apply. Refer to Appendix E of this Reference Manual for the "Role of PRC in Contentious FEC Decisions" Flow Chart.

## **Article XIII. FEC Procedures**

**All members of the Faculty are expected to carry out their duties with a high standard of academic professional conduct and, where appropriate, also conform to the standards of professional conduct of their related discipline.**

**The consideration of problematic academic/professional conduct and the consequences for the individual are not within the purview of FEC. Problematic and unprofessional behaviour are addressed through disciplinary procedures as outlined in the Faculty Agreement. FEC must set aside the consideration of problematic conduct and will proceed to evaluate the staff member's performance in Teaching, Research or Service.**

### **Section 13.01 Documents for FEC**

The FEC Chair should ensure that each FEC member has or has available for use:

- a. A copy of the Faculty Agreement (<http://www.hrs.ualberta.ca/MyEmployment/Agreements.aspx>);
- b. A copy of this FEC Manual (<http://www.hrs.ualberta.ca/HiringandManaging/CollectiveAgreementAdmin/AcademicAgreementResources.aspx>); and
- c. A copy of the standards statement(s) approved in accordance with the provisions of §13.04 of the Faculty Agreement (inclusive of the procedures statement regarding promotion as required under §13.31 of the Agreement).

### **Section 13.02 Responsibility of FEC Chair *re* Material**

The FEC Chair is responsible for making copies of material submitted to the FEC and distributing copies of that material to the members of FEC, to the Department Chair (where material has been submitted by the staff member), and to the staff member (where the Department Chair has submitted material in contested cases). However, when the material submitted is inclusive of confidential material, the FEC Chair's responsibility is to prepare a summary of that confidential material and provide copies of it to the members of FEC, the Department Chair, and the staff member.

### **Section 13.03 Witnesses**

Where a staff member and Department Chair have provided the FEC Chair with a list of persons who are asked to appear before the FEC as witnesses, it is the duty of the FEC Chair to invite such witnesses to appear before the FEC at the stated time and place.

Staff member witnesses appear after both staff member and Department Chair have made their statements, then Department Chair's witnesses.

The Staff member and the Department Chair are questioned by FEC before the first witness appears.

The witness may also be questioned by the Department Chair and the staff member.

- a. Witnesses are only to be present at the FEC hearing when they have been called into the room by the FEC Chair. They are to make their presentation, answer questions from the members of FEC, the respondent and appellant and then leave the room;
- b. Witnesses are thereafter excluded from proceedings unless specifically recalled by the FEC to answer further questions;
- c. Witnesses shall not be present to hear the opening or closing statements nor shall they hear any other witness testimony or discussion; and
- d. The handling of witness testimony shall be done in a manner that protects the identity of the witnesses from each other as much as is reasonably possible.

### **Section 13.04 Additional Detailed Procedures**

Article 13 of the Faculty Agreement includes procedures which govern the conduct of the hearing of an FEC. An FEC may wish to develop a set of procedures of its own which go beyond the specified rules and such a development is permissible so long as whatever regulations, policies, etc., that are approved are not in conflict with the terms and conditions of the Faculty Agreement. For example, an FEC may decide on the type of ballot to use in vote situations, secret or open.

### **Section 13.05 Notice in Terms of Number of Increments**

The decisions of the FEC regarding increments shall be conveyed to the staff member in terms of the number of increments awarded and not in terms of the value of such increments, e.g. single increment, half increment, zero increment, double increment, etc. If a zero increment decision has been reached, the advice to the staff member shall specify which of the four zero types apply. If a promotion decision is involved, this information shall also be conveyed.

### **Section 13.06 Motion Before FEC**

There is no need for a formal motion in an individual case where there is a recommendation by a Department Chair for merit incrementation or tenure; the recommendation itself is the "motion." Under no circumstances can the Department Chair make a "motion" before FEC which varies the original, formal recommendation which was communicated to the staff member. However, under §13.64 of the Agreement, there is a possibility that the Department Chair accepts the "preliminary position" of FEC in a case and, if so, the subsequent recommendation before FEC will be different from that originally communicated to the staff member.

### **Section 13.07 Alteration of Schedule - FEC**

There is no specific provision in the Agreement for the alteration of the time limits and schedule for FEC (or events leading up to FEC) under §13 of the Agreement. Therefore, administrators must be rigorous in their setting of dates and in their application of deadlines under that Article. If it becomes apparent that certain deadlines cannot be met, the Dean/Department Chair should immediately contact the Vice-Provost and Associate Vice-President (Human Resources).

## **Article XIV. Leaves and Supplementary Professional Activity**

### **Section 14.01 Leaves: General Rule**

A staff member who is on leave during the period of review will be assessed by FEC as follows (§13.12):

- a. Discontinuance of academic responsibilities during periods of childbirth leave, parental leave, compassionate leave, and medical leave (when the total of such periods of full-time leave is six months or less or part-time leave of 50% or less over the 12 months of an academic year) shall require the extrapolation of the performance for work done in the year to a full year. Increments will be awarded in accordance with §13.23;

Example: A staff member takes a medical leave for the month of August and childbirth leave from Sept 1 to Dec 31. FEC will evaluate the staff member's performance based on extrapolation of her work done in July and January 1<sup>st</sup> to June 30<sup>th</sup> (7 months).

- b. Periods of secondment, disability leave, assisted leave and other forms of leave with pay, with partial pay or with no pay of any length (as well as periods of any form of leave, or combination of leaves, which exceed six months of an academic year) shall not be considered in the evaluation of performance;

Example: A staff member is on a 40% disability leave from July 1<sup>st</sup> to February 28<sup>th</sup> (8 months). FEC will evaluate the staff member's performance based on an extrapolation of the staff member's work that was completed from July to February at 60% FTE and March to June (4 months) at 100% FTE. In other words, the staff member would be evaluated at 75% (approximately) for the year ( $8/12 \text{ times } 60\% + 4/12 \text{ times } 100\% = 73\%$ ).

- c. Notwithstanding §13.12(b), a staff member may request the Department Chair and FEC to

take into account academic activities while on leave. The onus shall be on the staff member in material appended to the annual report to demonstrate to the Chair why such activity should be recognized.

Example: A staff member takes childbirth and parental leave for more than six months. Her research productivity was such that the staff member requested that her work for the period while on leave be reviewed (e.g. book published or results of impressive article). Department Chair and FEC agreed that it was important to give credit for the years' work.

Example of Extrapolation: The goal of extrapolation is to ensure that the staff member is kept "whole" in the eyes of FEC, since the Staff Member had experienced an approved leave during the review period. In the case of a leave that was five months in length, FEC will evaluate the activity which occurred within the remaining seven months of the review period. FEC should consider the seven months of activity as 7/12 of a normal year's activity. FEC makes the assumption that the staff member would have achieved the same level of productivity in each month of the leave as was achieved during the seven month active period. All increment values are still possible with extrapolation, but the increment values need to be determined based upon the estimate of a full year's work.

#### **Section 14.02 Leaves: Staff Member Requests that Academic Activities Undertaken While on Leave be Evaluated**

- a. A staff member who requests under §13.12(c) that the Department Chair and FEC take into account academic activities while on leave shall demonstrate to the Department Chair that such activity should be recognized through appending materials to his or her annual report. A Department Chair who agrees to recognize academic activities completed while on leave should be prepared to justify this decision to FEC.
- b. When FEC evaluates activities undertaken while on leave, such consideration shall be restricted to activities undertaken during the current period of review.

#### **Section 14.03 Leaves: Special Standards**

Notwithstanding the provisions of §14.01 above, an FEC may establish special criteria and standards for the performance of staff members during leave and such special measures may be established for the particular leave program of a staff member.

#### **Section 14.04 Leaves: Extension of Probationary Period**

- 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.* (§12.09)



Further to §12.09, the request for an extension can be made at any time in the first or second probationary period.

Note: An extension is normally not required in the event of a leave less than three months.

Example: A staff member is on a 50% medical leave for six months with research duties only. The staff member may receive a one-year extension to their probationary period.

#### **Section 14.05 Leaves: Documentation**

A staff member may be requested by his or her Department Chair/Dean and/or FEC to provide special documentation covering activities and performance during a leave period. Such documentation may be in addition to that which is normally required of a staff member to aid the Department Chair/Dean and FEC in the recommendation and decision process with respect to increments and promotions. Such documentation (or lack of it) will be taken into account in that process.

#### **Section 14.06 Leaves: No Automatic Increments**

Except in the case of Non-Adjudicated Increments associated with Childbirth and/or Parental Leaves, there shall be no automatic increments awarded to staff members for performance during leave periods. The Agreement makes no differentiation between staff members "on campus" and those "on leave" and states that increments and promotions are awarded "... on merit and not on length of service."

#### **Section 14.07 Leaves: Delegate May Appear at FEC**

In the event that a staff member who is on leave at the time the FEC or Provost is considering the case of the staff member and it is a case where he or she has the right to appear, the staff member may designate another staff member to represent him/her at the hearings. The staff member shall advise the Dean of such delegation, in writing. (§13.58)

#### **Section 14.08 Leaves: Discussion of Recommendation to FEC**

Notwithstanding the general rule that the administrator who makes the recommendation to the FEC or Provost is required to discuss that recommendation with the staff member prior to submitting it, provision is made in the Agreement that such a discussion is not required if the staff member is on leave and is spending that leave off campus. (§13.34)

#### **Section 14.09 Leaves: Medical and Disability**

- a. If a staff member requests that the Department Chair and FEC take into account academic activities while on a full or partial medical or disability leave and the Department Chair agrees to do so, Faculty Relations and Employment Services should be notified and will assist in determining the suitability of such a request. A staff member's ability to submit an annual report while on partial leave, and whether s/he should be evaluated, would be dependent upon the medical assessment. If it is determined that the FEC should consider the annual report, the staff member will be added to the staff count which generates the number of increments available to the FEC.
- b. A 0.0c increment recommendation may be recorded where the staff member submits an annual report and that report represents a period of medical or disability leave which exceeds six months of an academic year (i.e, the staff member is reporting on activities of six months or less).
- c. A 0.0c may also be recorded when a staff member is on a medical or disability leave at the time that an annual report is requested and, as such, is not required to submit an annual

report. In this instance, the staff member may wish to be reassured that there could be an adjustment made when the staff member becomes well enough to submit an annual report. In such cases, any increment recommendation will be made available as an addition to the pool.

## **Section 14.10 Leaves: Childbirth and/or Parental Non-Adjudicated Adjustment to Base Salary**

### **Standard Practice per Office of the Provost and Vice-President (Academic)**

- 1.1 A childbirth/parental leave (and any related medical leave) may have an effect on one or two reporting years;
- 1.2 For each occurrence of a childbirth/parental leave (and any related medical leave), regardless of the duration, a staff member may choose to receive a non-adjudicated adjustment to base salary, equivalent to the average increment received in the past years (to a maximum of three (3) years), as long as the staff member is otherwise eligible to receive merit increments.
  - a. The average increment will be rounded up, where applicable, to the next appropriate level **(i.e. average increment is 1.33; rounded up to 1.50)**; and
  - b. In the case of a leave taken in the first or second year of employment, when there is no average increment history available, the principle of §13.25 will apply (eligibility to receive 1.0 increment). **For example, a staff member who was hired on July 1<sup>st</sup> and went on a childbirth/parental leave in September will receive an automatic 1.0 increment in the first year, and then a non-adjudicated adjustment could be applied in the next year.**

**For the calculation related to increment pool, refer to §5.02.f.**

- 1.3 A staff member shall submit an annual report by the Faculty's stated deadline (unless unable to do so due to medical leave) and shall indicate whether s/he opts to:
  - a. Receive a non-adjudicated adjustment to base, regardless of the duration of the leave; or
  - b. Request an FEC review in accordance with §13.12.a. or §13.12.c.

If the staff member does not submit a report and is not on an approved medical leave, it is incumbent upon the FEC contact to enquire whether the staff member is aware of the availability of the non-adjudicated increment.

In accordance with §14.09 of the *Reference Manual for FECs*, if the staff member is on an approved medical leave, the staff member may be reassured that there could be an adjustment made when the staff member becomes well enough to submit an annual report.

### **Implementation Information (see Template 16)**

1. Eligible staff member is notified of the option of a non-adjudicated adjustment to base and also provided with the value of the average increment
2. The staff member is also reminded about Clause 13.12.c of the Faculty Agreement which indicates that the staff member may ask that academic activities while on leave be evaluated. [Note, that this was an important part of the discussion leading up to the final version of the new practice given that, while many felt that those on childbirth/parental leaves should not be working, we could not dictate that to staff members.]

3. The staff member submits the annual report and indicates whether s/he is opting for a non-adjudicated increment OR is opting for an FEC review.
4. The Chair confirms the value of the non-adjudicated adjustment or makes his/her increment recommendation as per standard process.
5. If the staff member opts for a non-adjudicated adjustment, s/he can claim any achievements from the year in which s/he did not report on the next report that s/he submits. In this manner, all important scholarly activities will be duly considered by FEC in a reasonable time frame.

### **Section 14.11 Leaves: Sabbatical**

Sabbaticals that Span Two Reporting Periods

The Faculty Agreement contemplates this situation in article 9.09: “The staff member shall submit a report concerning activities while on sabbatical to the Dean and, where appropriate, the Department Chair. The report shall be part of the annual report for the year(s) under consideration.”

The sabbatical leave should be taken into account at FEC for both reporting periods. In the first year affected (the one that covers the first months of a sabbatical), the staff member is not expected to teach or to undertake service duties during the sabbatical leave but is, of course, expected to undertake duties approved in the sabbatical program. The sabbatical report is not yet available in this first year, but the annual report is, and it is recommended that Chairs ensure they obtain additional information from the staff member, e.g. if the sabbatical has an impact on their year that needs to be explained, or a sabbatical-in-progress update. In the second year affected by the latter portion of the sabbatical leave, FEC will take into account the sabbatical report as well as that year's annual report.

### **Section 14.12 Consideration of Supplementary Professional Activities**

Normally, a staff member's supplementary professional activities (SPA) will be taken into account by FEC in evaluating the performance of that person. However, if authorized by the Provost, a Faculty Council may modify the application of that principle. (§8.16)

## **Article XV. Administrative Details and Procedures**

### **Section 15.01 FEC Submission to Employment Services, Human Resource Services**

FEC's are required to submit the following documentation to Employment Services, with respect to its increment and promotion awards. The basic lists are prepared by Employment Services and distributed to the Dean's Office in the fall. The Dean's Office should check the lists for errors or omissions.

- a. Academic Increment Promotion Report: a list of staff members showing the type of increment awarded. If a zero increment decision had been made, the type of zero should be specified on the form; see §13.22 of the Agreement.
- b. Summary of Approved Salary Increments.
- c. Summary of Promotions

- d. Confirmation of the Provost's approval for exceeding the **1.2** increment pool limit (if applicable).

### **Section 15.02 Deadline - Administration**

Although the formal deadline for the submission of the material is March 31, it is recommended that the submission be made as soon as the work of the FEC has been completed, regardless of the date.

## **Article XVI. Records Retention Schedules and Disposal for FEC Records**

The University of Alberta's Records Management Office (RMO) is currently developing an overarching records management framework to strategically guide the creation, use, management and disposition of the University's valuable information assets. Through this process, updated records retention schedules and disposal authorities will be produced.

In the meantime, FEC records should be kept for a minimum of Current Year plus 2 years (C+2). Sound University business practices require the disposition of records in an organized and authorized manner. When FEC records have met their specified approved minimum retention periods, they can be destroyed. No records should be destroyed prior to the minimum retention period established by your Faculty's approved Records Retention Schedules.

If you have questions about establishing Schedules within your Faculty, please contact: Andrea Hare, University Records Officer, Records Management Office 492-3202, [ahare@ualberta.ca](mailto:ahare@ualberta.ca)

## **Appendix A. The Evaluation of Performance of Faculty Service Officers (FSOs)**

The terms and conditions of employment of FSOs are as set out in the FSO Agreement. That Agreement is very much like the Faculty Agreement - but differs in certain respects, especially regarding the evaluation of performance of FSOs by the FECs:

1. The current year FSO salary scale, increment values and minimum salaries for promotion eligibility can be found on the Human Resource Services website at <http://www.hrs.ualberta.ca/PayandTaxInfo/SalaryScales.aspx>.
2. The standards of performance of FSOs are set out in §13.03 to §13.09 of the FSO Agreement:

### **Standards of Performance**

- 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.*

3. Promotion procedures for FSOs are set out in §13.26 to §13.30 of the FSO Agreement:
- 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.*

With the above exceptions, FSOs shall be treated in the same way as faculty by the FEC in the evaluation of performance. FSOs are included in the staff count which determines the increment pool available for distribution by an FEC.

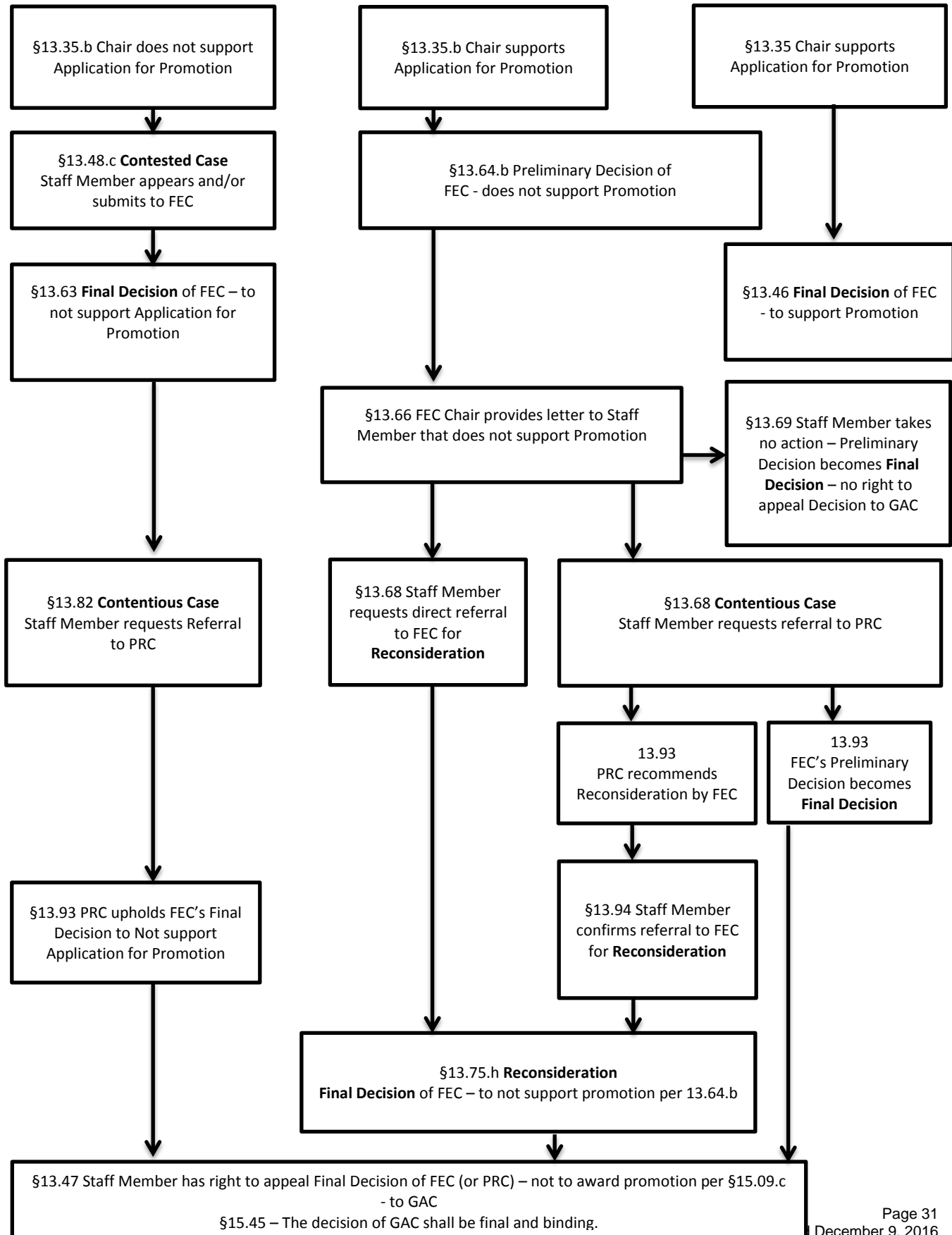
## Appendix B. Increment/Promotion Authorities

Type of Staff	Recommendation Initiated by	Reviewed by	Individual Decision by	Ratification of Totals by
<i>A. Senior Administrators</i>				
1. President	Board Chair	N/A	Board	N/A
2. Vice-President	President	N/A	Board	N/A
3. Assoc VP's (Faculty)	Appropriate VP	President	Board	N/A
4. Deans	Provost & VP (Acad)	President	Board	N/A
5. Chief Librarian	Provost & VP (Acad)	President	Board	N/A

<i>B. Staff Covered by Faculty and FSO Agreements in Faculties</i>				
1. Department Chairs	Dean	N/A	Provost & VP (Acad)	N/A
2. All Other Staff				
a. Departmentalized Faculties	Chair	N/A	FEC	Provost & VP (Acad)
b. Non-Departmentalized Faculties	Dean	N/A	FEC	Provost & VP (Acad)

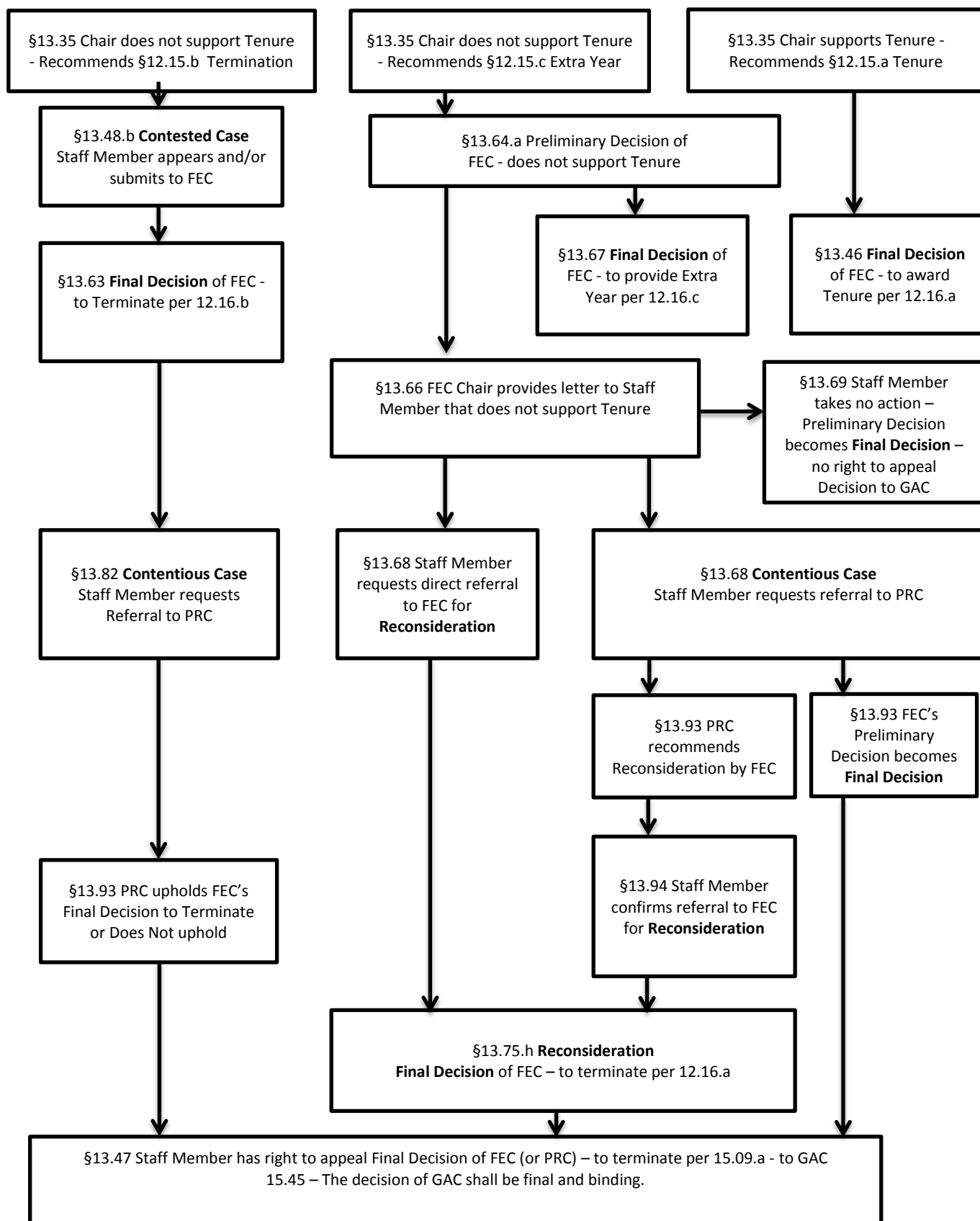
**\* Deans shall submit their recommendations for Department Chair incrementation to Employment Services, Human Resource Services, by January 15<sup>th</sup> for Provost and Vice-President (Academic) approval.**

## Appendix C. Actions at Application for Promotion

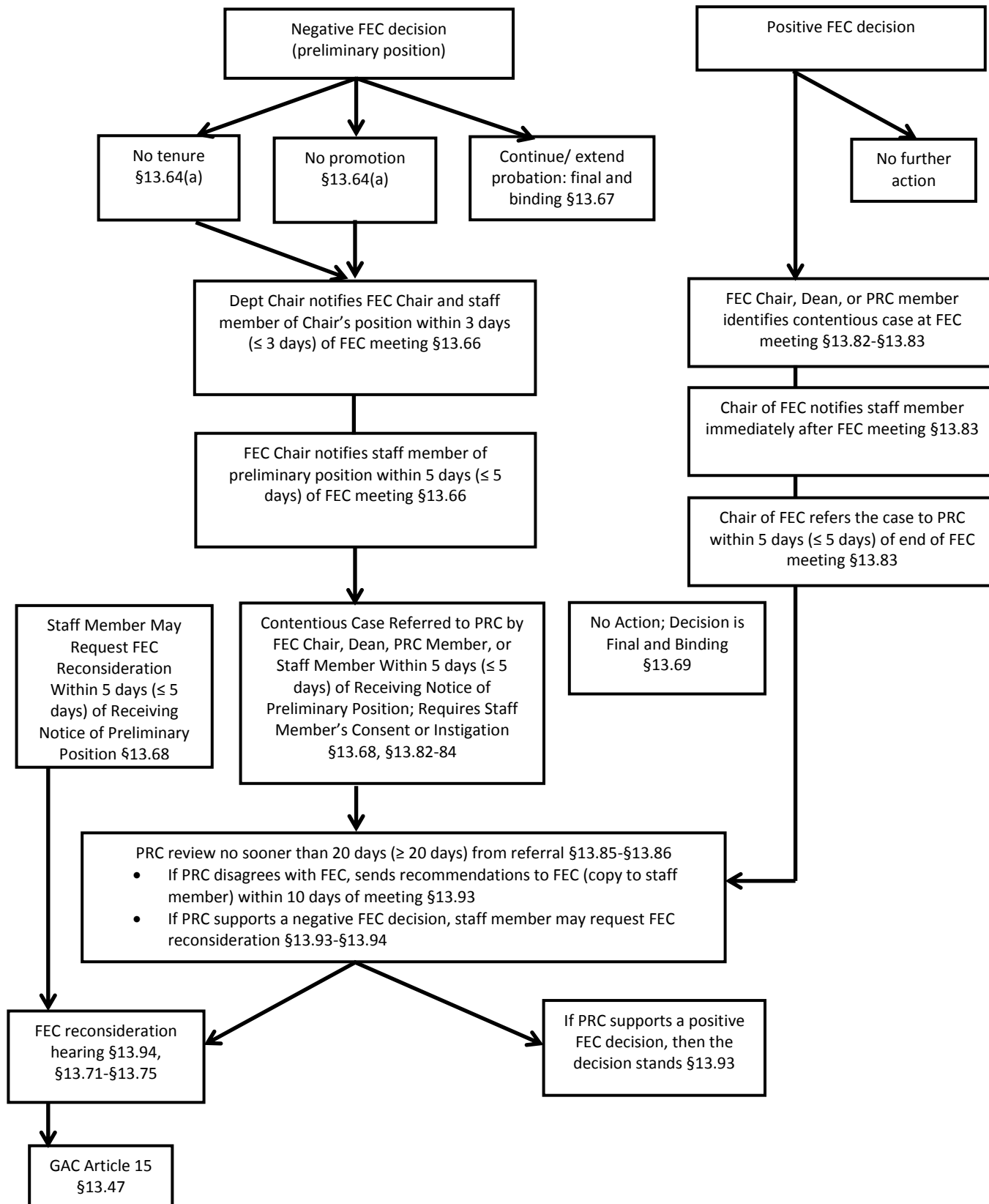




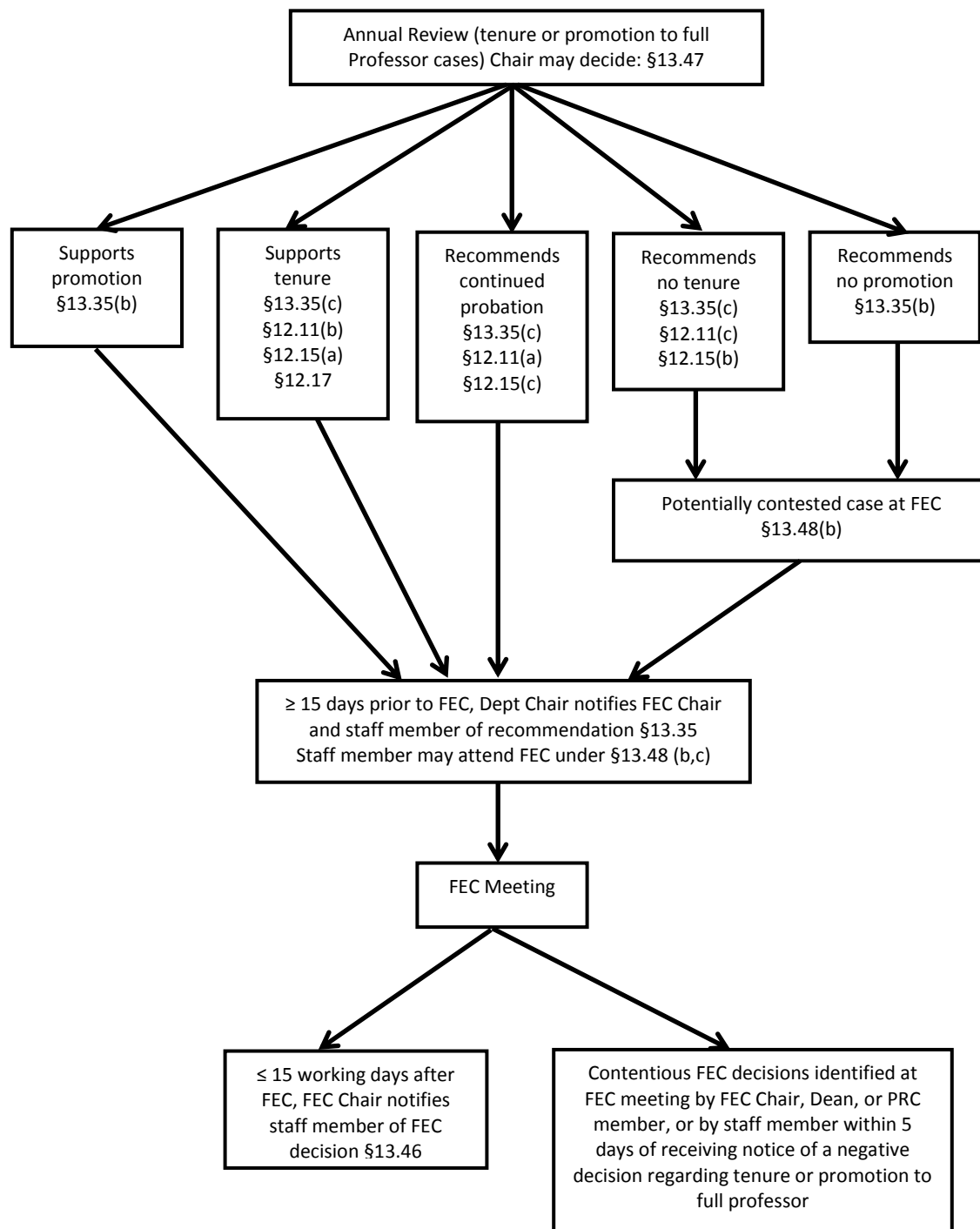
## Appendix D. Actions at the End of the Second Probationary Period



## Appendix E. Role of PRC in Contentious FEC Decisions



## Appendix F. FEC Process for Tenure and Promotion



## **Appendix G. Promotion Based on Exceptional Service**

### **Context**

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

The University has considered ways to emphasize the essential nature of high quality service. In considering quality, it became clear that associate professors were being called upon to serve, and this could not be done to the detriment of their career progress and promotion. In July 2008, Article 13 of the Faculty Agreement was amended with the approval of the University and the AASUA, specifically to address the concerns above. Previous to this change, the only routes to promotion to professor were by demonstrating strength in all areas with excellence in research and/or teaching. The significant change in Clause 13.05.d made it possible to promote a staff member based on exceptional service because high quality performance is vital to the institution. The ability to promote with an emphasis on service helps validate such a significant contribution to the University, facilitates recruitment and enables other staff members to be more successful.

### **Exceptional Service**

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

## **Variance of Responsibilities**

It is understood by the administration and the AASUA that there will be times in an academic's career where it is in the interests of the staff member and the University to vary responsibilities for a period of time. This was recognised in Clause 13.03.3 of the July 1998 edition of the Faculty Agreement which was renewed in 2003 and is now Clause 13.11 of our current Faculty Agreement. The variations were designed to increase responsibilities in an area while reducing them in another. The Article clearly contemplated that service was a major reason for creating variations. i.e. 13.11 b) "...shall be for periods of ...in the case (of) appointment to administrative responsibilities, for the duration of such appointment." 13.11 c) "...increased responsibilities in one area, e.g. ...specified administrative responsibilities..."

Clause 13.11 f) states clearly that variances shall be taken into account in evaluating performance. As part of our Faculty Agreement, observance of variances is requisite. Variations, while considered by FEC on an annual basis, must also be taken into account in any holistic consideration of a career. To not do so would be concomitant to penalizing a faculty member for doing what her/his chair or dean requested. A variance where the majority of duties involved service cannot be discounted in consideration for promotion because that would negate the record of past achievement and decontextualize the record of achievement in the other two areas.

The three traditional areas are all important in promotion. The essential question is whether the record is one of achievement sufficient to support promotion to a full professor rank, bearing in mind the variation of duties.

## Appendix H. Schedule of Increment/Promotion/Tenure Events; Summary

The following is the schedule of events which occur during the evaluation of performance process under articles 12 and 13 of the Faculty Agreement. Some of the deadlines listed are required under the Agreement whereas others are suggested or flexible.

Event	Time(s)
<b>A. Increments/Promotion</b>	
1. Dean advises staff members of their "eligibility" to be considered for promotion in the up-coming hearings of the FEC.	Deadline is 3 months before FEC hearing.
2. Department Chair meets with "eligible" staff regarding promotional situation.	At least 2 months before FEC hearing.
3. Department Chair advises staff who are "eligible" for promotion of his/her intention <i>re</i> promotion, i.e. whether or not to support promotion to FEC.	At least 2 months before FEC hearing.
4. Where Department Chair does not intend to support promotion, the staff member advises Department Chair of whether or not an application for promotion will be submitted.	Within 2 weeks following notification in the event 3, above.
5. Department Chair meets with staff (other than those "eligible" for promotion) to review performance in the year under review.	Prior to submitting FEC documentation.
6. Staff member who is "eligible" for promotion but is not supported by Department Chair submits application for promotion.	At least 4 weeks prior to FEC hearing.
7. Department Chair submission of recommendation statements to FEC <i>re</i> . all staff.	At least 15 days prior to FEC hearing (13.35).
8. Meeting of FEC	Dates must bear in mind the requirement that tenure/probation decisions must be made by December 20 (13.40.a) and all increment/ promotion decisions must be made by March 10 (13.40.b).
9. FEC submission to Employment Services.	As soon as possible following FEC meetings; deadline is March 31.
10. Increment/promotion decisions	As soon as possible following decisions; appealable cases to be conveyed first.
<b>B. Tenure</b>	
1. Department Chair meets annually with the staff member on probation and advises of progress toward tenure (13.34; 13.37).	In the Fall of each year.
2. Department Chair submits recommendation to Dean or FEC, copy to staff member (13.35).	At least 15 days before hearing of FEC (mid-November at the latest).
3. In the last year of a probationary appointment, the Department Chair meets with the staff member and advises of the recommendation s/he will make regarding continuation of appointment.	By mid-November at the latest.
4. In contested cases (where recommendation is for no further appointment), staff member advises of intent to appear at FEC hearing and/or submits material to FEC. (13.49)	At least 10 days before hearing of FEC.
5. Department Chair submits material in response to submission of staff member. (13.50)	At least 5 days before hearing of FEC.
6. Decision a. by Dean, if decision is to grant a staff member a second probationary appointment (12.12.a).	By December 20, at the latest (13.40.a).

Event	Time(s)
b. by FEC, in all other cases (12.14, 12.16, 12.17).	
7. Advice to staff member of the decision of Dean or FEC.	As soon as possible after decision is reached, and normally within 15 days of the decision (13.46).
<i>C. Appeals</i>	
1. Submission of statement of appeal to GAC by the staff member <i>re.</i> decision of FEC. (15.15)	No later than 10 days after the decision by FEC is mailed to the staff member.
2. Chair of GAC shall request of respondent copy of all materials submitted to FEC (15.16).	"As soon as reasonably possible" following receipt of letter under 1.
3. Respondent submits to Chair of GAC all material submitted to FEC (15.17).	Within 5 days of the request under 2.
4. Chair of GAC provides indexed copy of respondent's material under 3 to appellant (but not confidential material). (15.18)	"As soon as reasonably possible" upon receipt of material under 3.
5. Hearing of GAC (15.25 & 15.26)	No earlier than 6 weeks after filing of appeal by appellant under 1. GAC Chair gives at least 10 days' written notice to appellant and respondent.
6. Decision of GAC (15.46).	Not later than June 30.

## **Appendix I. Process for Failure to Provide an Annual Report**

1. Notice is sent to all staff providing the date when all Annual Reports are to be submitted;
2. An email reminder is sent to any faculty member who fails to submit by the deadline;
3. Should the faculty member fail to comply, then a letter will be sent to the faculty member indicating that disciplinary action may ensue (see Template 25);
4. The staff member will be called to a meeting with the Dean (and someone from Faculty Relations). The staff member should be advised of their right to have an AASUA advisor since discipline may be involved.
5. The department chair will submit a letter to FEC indicating that they are unable to evaluate or make a recommendation for the non-compliant faculty member;
6. A 1.0 merit increment is removed from the increment pool of the department chair and the FEC proceeds as usual;
7. FEC deliberations proceed without consideration of the non-compliant faculty member;
8. An Article 16 complaint for a non-compliant faculty member should be issued either before or at the start of the FEC deliberations.



## Appendix J. Template Letters

*It is the Faculty's preference to use either letter or memo format*

### Template 1

**End of a First Probationary Period**  
*Department Chair Recommends Second Probationary Period*  
*Dean Supports Recommendation*

To: Staff Member  
From: Faculty Dean  
Subject: **Second Probationary Period**

I am pleased to inform you that I support your Department Chair's recommendation that you be granted a second probationary period. As per Clause 12.12(a) of the Faculty Agreement, this decision is final and binding.

In accordance with the provisions of Clause 12.10 of the Faculty Agreement, your second probationary appointment will be for the two-year period July 1, 20xx to June 30, 20xx. Your appointment will be governed by the Faculty Agreement, as amended from time to time.

As per Clause 13.10 of the Faculty Agreement the standards for the award of tenure and concurrent designation as associate professor applicable to you shall not be changed unless you have agreed to the change. I encourage you to continue to be familiar with the standards for tenure and promotion of the Faculty and understand the expectations of your Department Chair.

- **it is highly recommended to insert specific comments**

Let me thank you for your contributions to the University during your previous probationary appointment, and wish you great success during the coming year.

c Department Chair  
Faculty Personnel File  
Employment Services, HRS

## Template 2

### **End of a First Probationary Period** *Department Chair Recommends Tenure* *FEC Offers a Second Probationary Period*

To: Staff Member  
From: Chair, Faculty Evaluation Committee  
Subject: **Second Probationary Period**

This is to inform you that the Faculty Evaluation Committee (FEC) did not support your Department Chair's recommendation that you be awarded tenure. Instead, you will be granted a second probationary period. As per Clause 13.67 of the Faculty Agreement, this decision is final and binding.

In accordance with the provisions of Clause 12.10 of the Faculty Agreement your second probationary appointment will be for the two-year period July 1, 20xx to June 30, 20xx. Your appointment will be governed by the Faculty Agreement, as amended from time to time.

As per Clause 13.10 of the Faculty Agreement the standards for the award of tenure and concurrent designation as associate professor applicable to you shall not be changed unless you have agreed to the change. I encourage you to continue to be familiar with the standards for tenure and promotion of the Faculty and understand the expectations of your Department Chair.

- it is highly recommended to insert specific comments

Thank you for your contributions to the University during your previous probationary appointment, and I wish you great success during the coming year.

c Department Chair  
Faculty Personnel File  
Employment Services, HRS

## Template 3

### End of a First Probationary Period

*Department Chair Recommends that No Further Appointment be Offered  
Staff Member is Advised of the Right to Appear before FEC and Contest the Decision*

To: Staff Member  
From: Faculty Dean  
Subject: **FEC Preliminary Position on Tenure**

This is to inform you that as Dean, I have received your Department Chair's recommendation that no further appointment be offered to you. As such, the decision regarding the granting of a second probation period has been referred to FEC. Under Clause 13.48 of the Faculty Agreement, you have a right to appear before FEC and contest the recommendation.

It is advisable that you consult the Association of Academic Staff University of Alberta (AASUA).

Please be advised that the date for your case has been scheduled for **mm/dd** in **location**.

Should you wish to provide a submission to contest the recommendation, the following information is to be included in your package by **mm/dd**:

- a) a statement advising FEC whether or not you will be appearing before FEC to present a case;
- b) any material in response to the Chair's recommendation as communicated to you under Clause 12.11 of the Faculty Agreement and any other material relevant to the case;
- c) a list of names of persons who shall attend the contested hearing as witnesses for you; and
- d) a statement indicating your minimum acceptable decision by FEC.

At the same time, a copy of this material must be provided to your Department Chair.

If FEC supports your Department Chair's recommendation, you have the right to appeal this decision to the General Appeals Committee (GAC) under Clause 15.09 of the Faculty Agreement. A request must be made to the Chair of the GAC (Provost, cc'd to Faculty and Staff Relations), in writing, within 10 days from the receipt of the letter confirming FEC's decision.

As per Clause 13.82 of the Faculty Agreement, if you believe that the FEC's decision is contentious because it is unfair or procedurally flawed, you have the right to request that your case be referred to the President's Review Committee (PRC) for review. A request must be made to the Chair of the PRC (Deputy Provost, cc'd to Faculty and Staff Relations), in writing, within 5 days from the receipt of this letter.

If you have any procedural questions, please contact the Secretary to FEC, **Name**, at 780-492-xxxx.

- c. Department Chair  
Faculty Personnel File  
Faculty and Staff Relations

## Template 4

### End of a First Probationary Period

*Department Chair Recommends that no Further Appointment be Offered  
Staff Member Appears before FEC to Contest the Dept Chair's Decision  
Final Decision of FEC is that No Further Appointment be Offered*

To: Staff Member  
From: Chair, Faculty Evaluation Committee  
Subject: **FEC Position on Tenure**

This is to inform you that the Faculty Evaluation Committee (FEC) supports the Chair's recommendation and has made the decision that you receive no further appointment at the end of your first probationary period. Thus, your appointment with the Department at the University of Alberta will terminate effective June 30, 20xx.

The issues of concern to FEC were as follows:

- it is highly recommended to insert specific comments

You may wish to consider the following options:

- As per Clause 13.65 of the Faculty Agreement, your Department Chair continues to support/not support his/her original recommendation <n.b. used only if you know the Chair's decision when you send the letter out – otherwise this could be in a separate letter.>
- As per Clause 13.66 of the Faculty Agreement, I am offering to meet with you during the week of mm/dd to discuss your individual case, as it was presented before FEC. Please contact my office at 780-492-xxxx for an appointment.
- As per Clause 13.82 of the Faculty Agreement, if you believe that the FEC's decision is contentious because it is unfair or procedurally flawed, you have the right to request that your case be referred to the President's Review Committee (PRC) for review. A request must be made to the Chair of the PRC (Deputy Provost, cc'd to Faculty and Staff Relations), in writing, within 5 days from the receipt of this letter.
- Given that you appeared before the FEC to contest your case, under Clause 13.47 of the Faculty Agreement, you have the right to appeal this decision to the General Appeals Committee (GAC). A request must be made to the Chair of the GAC (Provost, cc'd to Faculty and Staff Relations), in writing, within 10 days from the receipt of this letter in accordance with Clause 15.15.

It is advisable that you consult the Association of Academic Staff University of Alberta (AASUA).

Should you choose not to appeal your case through PRC, GAC, or if GAC does not uphold the appeal, you are entitled as per Clause 12.18 of the Faculty Agreement, to receive a severance equal to one month's salary for each year of service as a staff member. Please contact Name at 780-492-xxx in Payroll Operations, Human Resource Services to determine the amount of your severance and to discuss how you would like to receive payment.

If you have any procedural questions, please contact the Secretary to FEC, Name, at 492-xxxx.

c. Dean  
Department Chair  
Faculty Personnel File  
Faculty and Staff Relations  
Employment Services, HRS

## Template 5

### End of a First Probationary Period

*FEC Makes Preliminary Decision that No Further Appointment be Offered  
Staff Member appears before FEC's Reconsideration Meeting to Contest Decision  
FEC Upholds Preliminary Decision that No Further Appointment be Offered*

To: Staff Member  
From: Chair, Faculty Evaluation Committee  
Subject: **Reconsideration of FEC Preliminary Position that No Further Appointment Be Offered**

This is to inform you officially that, following reconsideration on mm/dd of its preliminary position established at its meeting on mm/dd, the Faculty Evaluation Committee (FEC) has reconfirmed its preliminary position that you receive no further appointment at the end of your probationary period. Thus, your appointment with the Department at the University of Alberta will terminate effective June 30, 20xx.

Given that you appeared before the FEC at the reconsideration meeting on mm/dd to contest your case, under Clause 13.47 of the Faculty Agreement, you have the right to appeal this decision to the General Appeals Committee (GAC). A request must be made to the Chair of the GAC (Provost, cc'd to Faculty and Staff Relations), in writing, within 10 days from the receipt of this letter in accordance with Clause 15.15.

It is advisable that you consult the Association of Academic Staff University of Alberta (AASUA) for advice.

Should you choose not to appeal your case through GAC, you are entitled, in either case, as per Clause 12.18 of the Faculty Agreement, to receive a severance equal to one month's salary for each year of service as a staff member. Please contact Name at 780-492-xxx in Payroll Operations, Human Resource Services to determine the amount of your severance and to discuss how you would like to receive payment.

- c. Department Chair  
Faculty Personnel File  
Faculty and Staff Relations  
Employment Services, HRS

## Template 6

### End of a First or Second Probationary Period

*Department Chair Recommends Tenure*

*FEC Supports Recommendation*

To: Staff Member  
From: Chair, Faculty Evaluation Committee  
Subject: **Awarding of Tenure**

This is to inform you officially that the Faculty Evaluation Committee has now considered your application for tenure and, in accordance with its decision, your appointment has been changed from a probationary appointment to a tenured appointment effective July 1, 20xx. Your appointment will continue to be governed by the Faculty Agreement, as amended from time to time.

The granting of tenure also constitutes designation as Associate Professor, the rank which you will hold from July 1, 20xx.

I would like to take this opportunity to congratulate you on your attainment of tenure and I wish you continued success and satisfaction in your duties in the Department.

- c. Department Chair  
Employment Services, HRS  
Faculty Personnel File

## Template 7

### **End of a Second Probationary Period** *Department Chair Recommends Tenure* *FEC's Preliminary Position is that No Further Appointment be Offered*

To: Staff Member  
From: Chair, Faculty Evaluation Committee  
Subject: **FEC Preliminary Position on Tenure**

This is to inform you that the Faculty Evaluation Committee (FEC) did not support the Chair's recommendation to award tenure and has made the preliminary decision that you receive no further appointment at the end of your probationary period. Thus, your appointment with the Department at the University of Alberta will terminate effective June 30, 20xx.

The issues of concern to FEC were as follows:

- it is highly recommended to insert specific comments

You may wish to consider the following options:

- As per clause 13.65 of the Faculty Agreement, your Department Chair continues to support/not support his/her original recommendation <n.b. used only if you know the Chair's decision when you send the letter out – otherwise this could be in a separate letter.>
- As per Clause 13.66 of the Faculty Agreement, I am offering to meet with you during the week of mm/dd to discuss your individual case, as it was presented before FEC. Please contact my office at 780-492-xxxx for an appointment.
- As per Clause 13.68 of the Faculty Agreement, you have the right to request reconsideration of the FEC's preliminary decision by informing me, in writing, within 5 days from the receipt of this letter.
- As per Clause 13.82 of the Faculty Agreement, if you believe that the FEC's preliminary decision is contentious because it is unfair or procedurally flawed, you have the right to request that your case be referred to the President's Review Committee (PRC) for review. A request must be made to the Chair of the PRC (Deputy Provost, cc'd to Faculty and Staff Relations), in writing, within 5 days from the receipt of this letter.

It is advisable that you consult the Association of Academic Staff University of Alberta (AASUA) for advice.

If you have your case reconsidered by FEC and they stand by their preliminary decision, you have the right to appeal this decision to the General Appeals Committee (GAC) under Clause 15.09 of the Faculty Agreement. A request must be made to the Chair of the GAC (Provost, cc'd to Faculty and Staff Relations), in writing, within 10 days from the receipt of the letter confirming FEC's reconsideration decision.

Should you choose not to appeal your case through FEC or PRC, you are entitled as per Clause 12.18 of the Faculty Agreement, to receive a severance equal to one month's salary for each year of service as a staff member. Please contact Name at 780-492-xxxx in Payroll Operations, Human Resource Services to determine the amount of your severance and to discuss how you would like to receive payment.

If you have any procedural questions, please contact the Secretary to FEC, Name, at 780-492-xxxx.

- c. Department Chair  
Faculty and Staff Relations  
Employment Services, HRS  
Faculty Personnel File

## Template 8

### End of a Second Probationary Period

*FEC Reconsidered the Case*

*FEC Upholds Preliminary Decision that No Further Appointment be Offered*

To: Staff Member  
From: Chair, Faculty Evaluation Committee  
Subject: **Reconsideration of FEC Preliminary Position that No Further Appointment Be Offered**

This is to inform you officially that, following reconsideration on mm/dd of its preliminary position established at its meeting on mm/dd, the Faculty Evaluation Committee (FEC) has reconfirmed its preliminary position that you receive no further appointment at the end of your probationary period. Thus, your appointment with the Department at the University of Alberta will terminate effective June 30, 20xx.

Given that you appeared before the FEC at the reconsideration meeting on mm/dd to contest your case, under Clause 13.47 of the Faculty Agreement, you have the right to appeal this decision to the General Appeals Committee (GAC). A request must be made to the Chair of the GAC (Provost, cc'd to Faculty and Staff Relations), in writing, within 10 days from the receipt of this letter.

It is advisable that you consult the Association of Academic Staff University of Alberta (AASUA) for advice.

Should you choose not to appeal your case through GAC, you are entitled as per Clause 12.18 of the Faculty Agreement, to receive a severance equal to one month's salary for each year of service as a staff member. Please contact Name at 780-492-xxxx in Payroll Operations, Human Resource Services to determine the amount of your severance and to discuss how you would like to receive payment.

- c. Department Chair  
Faculty and Staff Relations  
Employment Services, HRS  
Faculty Personnel File



## Template 9

### **End of the Second Probationary Period** *Department Chair Recommends a One-Year Extension* *FEC Supports Recommendation*

To: Staff Member  
From: Chair, Faculty Evaluation Committee  
Subject: **Extension of Second Probationary Period**

This is to inform you that the Faculty Evaluation Committee (FEC) supports the recommendation of your Department Chair and in accordance with the provisions of Clause 12.16(c) of the Faculty Agreement, your second probationary period has been extended by one year to June 30, 20xx.

As per Clause 13.67 of the Faculty Agreement, this decision is final and binding. Your appointment will be governed by the Faculty Agreement, as amended from time to time.

It will be important to address the following issues during your extension period:

- it is highly recommended to insert specific comments

Thank you for your contributions to the University during your previous probationary appointments, and I wish you great success during the coming year.

c. Department Chair  
Employment Services, HRS  
Faculty Personnel File

## Template 10

**End of the Second Probationary Period**  
*Department Chair Recommends Tenure*  
*FEC Extends Second Probationary Period by One-Year*

To: Staff Member  
From: Chair, Faculty Evaluation Committee  
Subject: **FEC's Position on Tenure**

This is to inform you that the Faculty Evaluation Committee (FEC) did not support your Department Chair's recommendation to award you tenure and has made the decision that your second probationary period be extended by one year. As per Clause 13.67 of the Faculty Agreement, this decision is final and binding.

In accordance with the provisions of Clause 12.16(c) of the Faculty Agreement, your second probationary appointment will be extended to June 30, 20xx. Your appointment will be governed by the Faculty Agreement, as amended from time to time.

The issues of concern to FEC were as follows:

- it is highly recommended to insert specific comments

I encourage you to continue to be familiar with the standards for tenure and promotion of the Faculty and understand the expectations of your Department Chair.

Thank you for your contributions to the University and I wish you great success during the coming year.

c. Department Chair  
Employment Services, HRS  
Faculty Personnel File

## Template 11

### External Evaluator Application for Promotion to Professor

Evaluator  
Address

Thank you for agreeing to be an external assessor with regard to **staff member's** application for promotion to Professor. Please find attached **staff member's** CV and a selection of **his/her** publications. It would be most helpful if you would review these papers and indicate your opinion of their quality and importance as a scholarly contribution. In addition, I would appreciate your comments on the standing of **staff member** in the community of scholars in **his/her** field.

The **Dept/Faculty** encourages faculty to publish in top-tier journals; such as **examples**. More information about the Department can be found at **web link**.

Your reply will be treated as strictly confidential since our Faculty Agreement expressly provides that confidential academic evaluations "shall not be provided to the staff member". The staff member is provided with a list of potential referees, at least double the number of the referees selected. We also provide the staff member with a redacted version of the reviews to preserve the anonymity of the writer.

Under the Alberta Freedom of Information and Protection of Privacy Act, the University has the discretion not to disclose any evaluative or opinion material compiled solely for the purpose of determining a candidate's qualifications for employment when the information is provided in confidence.

It would be most helpful, given deadlines to be met, if you would be good enough to send your comments by **mm/dd**. We would also appreciate receiving your own CV for the benefit of those members of the Faculty Evaluations Committee who are not familiar with the **discipline**.

We appreciate your taking the time to provide us with your valuable input. If you prefer a hard copy of the material, just let me know and I will courier it to you.

c. Faculty Personnel File

## Template 12

**Promotion to Professor**  
*Department Chair Supports Application for Promotion*  
*FEC Awards Promotion*

To: Staff Member  
From: Chair, Faculty Evaluation Committee  
Subject: **Application for Promotion**

I am pleased to inform you that the Faculty Evaluation Committee (FEC) has approved your Department Chair's recommendation to award you promotion to Full Professor, effective July 1, 20xx.

Congratulations on meeting this important achievement in your career. Welcome to the rank of Full Professor and very best wishes for continued success in your University career.

c. Department Chair  
Employment Services, HRS  
Faculty Personnel File

## Template 13

### Promotion to Professor *Department Chair Supports Application for Promotion FEC Does Not Award Promotion*

To: Staff Member  
From: Chair, Faculty Evaluation Committee  
Subject: **FEC Preliminary Decision –Application for Promotion to Professor Denied**

This is to inform you that the Faculty Evaluation Committee (FEC) does not support the recommendation of your Department Chair and has made a preliminary decision not to approve your application for promotion to Full Professor. Although FEC values your contributions in many areas, the following issues are of concern to the Committee:

- it is highly recommended to insert specific comments

You may wish to consider the following options:

- As per Clause 13.66 of the Faculty Agreement, I am offering to meet with you during the week of mm/dd to discuss your individual case, as it was presented before FEC. Please contact my office at 780-492-xxxx for an appointment.
- As per Clause 13.68 of the Faculty Agreement, you have the right to request reconsideration of this FEC decision by informing me, in writing, within 5 days from the receipt of this letter.
- As per Clause 13.82 of the Faculty Agreement, if you believe that FEC's decision is contentious because it is unfair or procedurally flawed, you have the right to request that your case be referred to the President's Review Committee (PRC) for review. A request must be made to the Chair of the PRC (Deputy Provost, cc'd to Faculty and Staff Relations), in writing, within 5 days from the receipt of this letter.

It is advisable that you consult the Association of Academic Staff University of Alberta (AASUA) for advice.

If you have your case reconsidered by FEC and they stand by their original decision, you have the right to appeal this decision to the General Appeals Committee (GAC) under Clause 15.09 of the Faculty Agreement. A request must be made to the Chair of the GAC (Provost, cc'd to Faculty and Staff Relations), in writing, within 10 days from the receipt of the letter confirming FEC's reconsideration decision.

Should you have any procedural questions, please contact the Secretary to FEC, Name, at 780-492-xxxx.

c. Department Chair  
Faculty and Staff Relations  
Faculty Personnel File

## Template 14

**Promotion to Professor**  
*Department Chair Opposes Promotion*  
*FEC Supports Recommendation to Deny Promotion*

To: Staff Member  
From: Chair, Faculty Evaluation Committee  
Subject: **FEC Preliminary Decision – Application for Promotion to Professor Denied**

This is to inform you that the Faculty Evaluation Committee (FEC) supports the recommendation of your Department Chair and has made a preliminary decision not to approve your application for promotion to Full Professor.

You may wish to consider the following options:

- As per Clause 13.66 of the Faculty Agreement, I am offering to meet with you during the week of mm/dd to discuss your individual case, as it was presented before FEC. Please contact my office at 780-492-xxxx for an appointment.
- As per Clause 13.82 of the Faculty Agreement, if you believe that FEC's decision is contentious because it is unfair or procedurally flawed, you have the right to request that your case be referred to the President's Review Committee (PRC) for review. A request must be made to the Chair of the PRC (Deputy Provost, cc'd to Faculty & Staff Relations), in writing, within 5 days from the receipt of this letter.
- As per Clause 13.47 of the Faculty Agreement, you have the right to appeal this decision to the General Appeals Committee (GAC). As per Clause 15.15 a request must be made to the Chair of the GAC (Provost, cc'd to Faculty & Staff Relations), in writing, within 10 days from the receipt of this letter.

It is advisable that you consult the Association of Academic Staff University of Alberta (AASUA).

Should you have any procedural questions, please contact the Secretary to FEC, Name, at 780-492-xxxx.

c. Department Chair  
Faculty and Staff Relations  
Faculty Personnel File

## Template 15

**Promotion to Professor**  
*Department Chair Opposes Application for Promotion*  
*FEC Awards Promotion*

To: Staff Member  
From: Chair, Faculty Evaluation Committee  
Subject: **Application for Promotion**

This is to inform you that the Faculty Evaluation Committee (FEC) does not support your Department Chair's recommendation and has decided to award you promotion to Full Professor effective July 1, 20xx.

Congratulations on meeting this important achievement in your career. Welcome to the rank of Full Professor and very best wishes for continued success in your University career.

c. Department Chair  
Employment Services, HRS  
Faculty Personnel File

## Template 16

### Annual Evaluations of Staff who take Childbirth/Parental Leaves

<Eligible staff members should receive this information at the time of their leave>

To: Staff Member  
From: Dean/Vice-Dean/Chair (or designate)  
Subject: **Childbirth/Parental Leaves**

I am writing to advise you of a new University-wide standard practice for Annual Evaluations of Staff who take Childbirth/Parental Leaves:

Standard Practice per Office of the Provost and Vice-President (Academic)

- 1.4 A childbirth/parental leave (and any related medical leave) may have an effect on one or two reporting years;
- 1.5 For each occurrence of a childbirth/parental leave (and any related medical leave), regardless of the duration, a staff member may choose to receive a non-adjudicated adjustment to base salary, equivalent to the average increment received in the past years (to a maximum of 3 years), as long as the staff member is otherwise eligible to receive merit increments.
  - a. The average increment will be rounded up to 1.0 where applicable; and
  - b. In the case of a leave taken in the first or second year of employment, when there is no average increment history available, the principle of Clause 13.25 will apply (eligibility to receive 1.0 increment).
- 1.6 A staff member shall submit an annual report by the Faculty's stated deadline (unless unable to due to medical leave) and shall indicate whether s/he opts to:
  - a. Receive a non-adjudicated adjustment to base, regardless of the duration of the leave; or
  - b. Request an FEC review in accordance with Clause 13.12.a. or 13.12.c.

If the staff member does not submit a report and is not on an approved medical leave, it is incumbent upon the FEC contact to enquire whether the staff member is aware of the availability of the non-adjudicated increment.

In accordance with Section 14.09 of the *Reference Manual for FECs*, if the staff member is on an approved medical leave, the staff member may be reassured that there could be an adjustment made when the staff member becomes well enough to submit an annual report.

If you opt for a non-adjudicated adjustment, you can claim any achievements from the year in which you did not report on the next report that you submit. In this manner, all important scholarly activities will be duly considered by FEC in a reasonable time frame.

The Faculty Agreement includes general policies with respect to evaluation options related to leaves:  
Evaluation Options under the Faculty Agreement related to Leaves:

*13.12 A staff member who is on leave during the period of review will be assessed by FEC as follows:*

- a) *Discontinuance of academic responsibilities during periods of childbirth leave, parental leave, compassionate leave, and medical leave (when the total of such periods of full-time leave is six months or less or part-time leave of 50% or less over the 12 months of an academic year) shall require the*



*extrapolation of the performance for work done in the year to a full year. Increments will be awarded in accordance with 13.23;*

- b) Periods of secondment, disability leave, assisted leave and other forms of leave with pay, with partial pay or with no pay of any length (as well as periods of any form of leave, or combination of leaves, which exceed six months of an academic year) shall not be considered in the evaluation of performance;*
- c) Notwithstanding 13.12 (b), a staff member may request the Department Chair and FEC to take into account academic activities while on leave. The onus shall be on the staff member in material appended to the annual report to demonstrate to the Chair why such activity should be recognized.*

The details of your eligibility for a non-adjudicated adjustment to base salary are as follows:

Dates of Leave: mm/dd/my to mm/dd/yy

Annual Review Year(s) Affected: years

Average Increment Received over the Past 3 years: increment value

Actions for you:

When you submit your annual report, please indicate whether you are opting for a non-adjudicated increment OR whether you are opting for an FEC review (either under Clause 13.12.a or 13.12.c above).

Your Chair will then complete the 'Summary Assessment' and confirm the value of the non-adjudicated adjustment or will make his/her recommendation as per standard process.

Please let me know if you have any questions.

- c Department Chair  
Faculty Personnel File  
Employment Services, HRS

## Template 17

### **Merit Increment** *Department Chair Recommends Single/Multiple Increment* *FEC Supports Recommendation*

To: Staff Member  
From: Chair, Faculty Evaluation Committee  
Subject: **FEC Decision Regarding Merit**

I am writing to inform you that the Faculty Evaluation Committee (FEC) has accepted the recommendation of your Department Chair and awarded you value merit increment in recognition of your achievements during the past evaluation period. The award takes effect on July 1, 20xx.

Each year, the FEC is charged with the responsibility of awarding merit increments to its faculty from an increment pool that is currently equal to 1.2 of the eligible staff within the Faculty.

I would like to take this opportunity to thank you on your year's work and to wish you continued success in your teaching, research and service.

c. Department Chair  
Faculty Personnel File

## Template 18

### Merit Increment

*Department Chair Recommends Single/Multiple Increment  
FEC Decides on Higher Increment*

To: Staff Member  
From: Chair, Faculty Evaluation Committee  
Subject: **FEC Decision Regarding Merit**

This is to inform you that the Faculty Evaluation Committee (FEC) has approved the award of a **value** merit increment rather than the **value** merit increment recommended by your Department Chair. FEC was impressed by your contributions to the Faculty in relation to your colleagues in the past year and wishes you well in the coming year.

Each year, the FEC is charged with the responsibility of awarding merit increments to its faculty from an increment pool that is currently equal to **1.2** times the number of eligible staff within the Faculty.

I wish to thank you for your dedication and outstanding contribution to the Faculty.

c. Department Chair  
Faculty Personnel File

## Template 19

### Merit Increment

#### *Department Chair Recommends Less than a Single Increment*

To: Staff Member  
From: Department Chair  
Subject: **Merit Recommendation**

Based on my review of your academic activities and your annual report, and our meeting to review such on mm/dd, I am writing to advise you that I will be making a recommendation to the Faculty Evaluation Committee (FEC) for a merit increment of value.

My issues of concern are as follows:

- it is highly recommended to insert specific comments

You may wish to consider the following option:

- As per Clause 13.48 of the Faculty Agreement, you have the right to appear before FEC to contest the recommendation. As per Clause 13.49 of the Faculty Agreement, you must indicate to the FEC Chair, in writing, whether you intend to appear or submit materials or both at least 10 days before the hearing which is on mm/dd.

It is advisable that you consult the Association of Academic Staff University of Alberta (AASUA).

If FEC stands by the decision that you receive a value merit increment, you have the right to appeal this decision to the General Appeals Committee (GAC) under Clause 15.09 of the Faculty Agreement. A request must be made to the Chair of the GAC (Provost, cc'd to Faculty and Staff Relations), in writing, within 10 days from the receipt of the letter confirming FEC's decision.

If you choose not to appear before FEC to present your case or submit documentation in support of your case, the decision will be final and binding. As per Clause 15.09 you may not appeal this decision to the General Appeals Committee (GAC).

If you have any procedural questions, please contact the Secretary to FEC, Name, at 780-492-xxxx.

c. Dean  
Faculty Personnel File

## Template 20

### Merit Increment

*Dept Chair Recommends Less than a Single Increment  
FEC's Preliminary Position is Less than the Chair's Recommendation  
(e.g., from .75 Chair recommendation to .50 FEC preliminary)*

To: Staff Member  
From: Chair, Faculty Evaluation Committee  
Subject: **Preliminary Position of FEC Regarding Merit**

Each year, the Faculty Evaluation Committee (FEC) is charged with the responsibility of awarding merit increments to its faculty, from an increment pool that is currently equal to 1.2 times the number of eligible staff within the Faculty.

As per Clause 13.66 of the Faculty Agreement, I am informing you that at its meeting of mm/dd, the FEC did not support the recommendation of a value increment made by your Department Chair and instead, is prepared to award an increment of value. Under clause 13.64 of the Faculty Agreement, this becomes the preliminary position of FEC. The Chair now supports the preliminary position of FEC. This decision was based on the following:

- it is highly recommended to insert specific comments

You may wish to consider the following options:

- I am offering to meet with you during the week of mm/dd to discuss your individual case as it was presented before FEC. Please contact my office at 780-492-xxxx for an appointment.
- As per clause 13.68 of the Faculty Agreement, you have the right to request reconsideration of the FEC's preliminary decision by informing me, in writing, within 5 days from the receipt of this letter.

It is advisable that you consult the Association of Academic Staff University of Alberta (ASSUA).

If you have your case reconsidered by FEC and they stand by their preliminary decision, you have the right to appeal this decision to the General Appeals Committee (GAC) under clause 15.09 of the Faculty Agreement. A request must be made to the Chair of the GAC (Provost, cc'd to Faculty and Staff Relations), in writing, within 10 days from the receipt of the letter confirming FEC's reconsideration decision.

**If you choose not to appear before FEC to present your case or submit documentation in support of your case, the decision will be final and binding. As per Clause 15.09 you may not appeal this decision to the GAC.**

Should you have any procedural questions, please contact the Secretary to FEC, Name, at 780-492-xxxx.

c. Department Chair  
Faculty Personnel File

## Template 21

### Merit Increment

*Dept Chair Recommends Less than a Single Increment  
FEC at Reconsideration Lowers the Chair's Recommended Increment  
(i.e., from .75 Chair recommended to .50 FEC preliminary to 0b or 0d at FEC  
reconsideration)*

To: Staff Member  
From: Chair, Faculty Evaluation Committee  
Subject: FEC Decision Regarding Merit

Each year, the Faculty Evaluation Committee (FEC) is charged with the responsibility of awarding merit increments to its faculty, from an increment pool that is currently equal to 1.2 times the number of eligible staff within the Faculty.

As per Clause 13.46 of the Faculty Agreement, I am informing you that at its reconsideration meeting of mm/dd, the FEC did not support your minimal acceptable decision and the reconsidered recommendation made by your Department Chair of a value increment and instead, is prepared to award an increment of value. This decision was based on the following:

- it is highly recommended to insert specific comments

You have the right to appeal this decision to the General Appeals Committee (GAC) under clause 15.09 of the Faculty Agreement. A request must be made to the Chair of the GAC (Provost, cc'd to Faculty and Staff Relations), in writing, within 10 days from the receipt of the letter confirming FEC's reconsideration decision.

**If you choose not to appear before FEC to present your case or submit documentation in support of your case, the decision will be final and binding. As per Clause 15.09 you may not appeal this decision to the GAC.**

It is advisable that you consult the Association of Academic Staff University of Alberta (AASUA).

Should you have any procedural questions, please contact the Secretary to FEC, Name, at 780-492-xxxx.

c. Department Chair  
Faculty Personnel File

## Template 22

### **Merit Increment** *FEC Concurs with Dept Chair's Increment Recommendation of Less than a Single Increment*

To: Staff Member  
From: Chair, Faculty Evaluation Committee  
Subject: **FEC Decision Regarding Merit**

Each year, the Faculty Evaluation Committee (FEC) is charged with the responsibility of awarding merit increments to its faculty, from an increment pool that is currently equal to **1.2** times the number of eligible staff within the Faculty.

At its meeting of mm/dd, the FEC supported the recommendation of a value increment made by your Department Chair.

Since you chose to appear before FEC to present your case or submit documentation in support of your case, as per Clause 13.47 of the Faculty Agreement, you have the right to appeal this decision to the General Appeals Committee (GAC) under Clause 15.09 of the Faculty Agreement. A request must be made to the Chair of the GAC (Provost, cc'd to Faculty and Staff Relations), in writing, within 10 days from the receipt of the letter confirming FEC's reconsideration decision.

It is advisable that you consult the Association of Academic Staff University of Alberta (AASUA).

Should you have any procedural questions, please contact the Secretary to FEC, Name, at 780-492-xxxx.

c. Department Chair  
Faculty Personnel File

## Template 23

### **Merit Increment** *Department Chair Recommends Single/Multiple Increment* *FEC Decides on Less than a Single Increment*

To: Staff Member  
From: Chair, Faculty Evaluation Committee  
Subject: **Preliminary Position of FEC**

Each year, the Faculty Evaluation Committee (FEC) is charged with the responsibility of awarding merit increments to its faculty, from an increment pool that is currently equal to **1.2** times the number of eligible staff within the Faculty.

As per Clause 13.66 of the Faculty Agreement, I am informing you that at its meeting of mm/dd, the FEC did not support the recommendation of a value increment made by your Department Chair and instead, is prepared to award an increment of value. The Chair continues to support the original recommendation OR the Chair now supports the preliminary position of FEC. Under Clause 13.64 of the Faculty Agreement, this becomes the preliminary position of FEC. This decision was based on the following:

- it is highly recommended to insert specific comments

You may wish to consider the following options:

- I am offering to meet with you during the week of mm/dd to discuss your individual case as it was presented before FEC. Please contact my office at 780-492-xxxx for an appointment.
- As per Clause 13.68 of the Faculty Agreement, you have the right to request reconsideration of the FEC's preliminary decision by informing me, in writing, within 5 days from the receipt of this letter.

It is advisable that you consult the Association of Academic Staff University of Alberta (AASUA).

If you have your case reconsidered by FEC and they stand by their preliminary decision, you have the right to appeal this decision to the General Appeals Committee (GAC) under Clause 15.09 of the Faculty Agreement. A request must be made to the Chair of the GAC (Provost, cc'd to Faculty and Staff Relations), in writing, within 10 days from the receipt of the letter confirming FEC's reconsideration decision.

**If you choose not to appear before FEC to present your case or submit documentation in support of your case, the decision will be final and binding. As per Clause 15.09 you may not appeal this decision to the GAC.**

Should you have any procedural questions, please contact the Secretary to FEC, Name, at 780-492-xxxx.

c. Department Chair  
Faculty Personnel File



**Template 24**

**Merit Increment**

*Department Chair Recommends Multiple Increment  
FEC Decides on Lower Increment but Not Less than a Single Increment*

To: Staff Member  
From: Chair, Faculty Evaluation Committee  
Subject: **FEC Decision Regarding Merit**

This is to inform you that the Faculty Evaluation Committee (FEC) has approved the award of a value merit increment for you, rather than the value merit increment recommended by your Department Chair.

Each year, the FEC is charged with the responsibility of awarding merit increments to its faculty, from an increment pool that is currently equal to 1.2 times the number of eligible staff within the Faculty. This decision was made within this context.

FEC would like to thank you for your contributions to the Faculty in the past year and wishes you well in the coming year.

- c. Department Chair  
Faculty Personnel File

## Template 25

### Failure to Provide an Annual Report

To: Staff Member  
From: Department Chair (or Dean)  
Subject: Annual Report Not Provided

Annual reports are required to be submitted by all Academic Staff. All faculty members were notified of this requirement and provided the most recent form approved by Faculty Council in mm/dd/yy. You were subsequently reminded of this requirement. Failure to submit an annual report is subject to disciplinary action.

You have until mm/dd to submit your report. After that date, appropriate action will be taken.

c Department Chair  
Faculty and Staff Relations  
Employment Services, HRS

## Template 26

### **Sabbatical** *FEC Recommends Approval of Sabbatical* *Dean Accepts FEC's Recommendation*

To: Staff Member  
From: Faculty Dean  
Subject: **Sabbatical Request**

This is to inform you that your application for a 12/6 month sabbatical from mm/dd/yy to mm/dd/yy has been approved.

Further information concerning your sabbatical will be sent to you by Employment Services, Human Resources Services. Please ensure that you have read Article 9 and Appendix E of the Faculty Agreement for full sabbatical details.

I hope your sabbatical is satisfying and rewarding, and look forward to receiving your report on the sabbatical program that was approved by FEC in accordance with Clause 9.09 of the Faculty Agreement.

c. Department Chair  
Faculty Personnel File

# Index

Abbreviations .....	4
Additional Detailed Procedures.....	22
Advance Notice re FEC Hearing.....	19
Advice re "Zero Increments" .....	12
Advice to Department Chair.....	20
Alteration of Schedule - FEC .....	22
Alteration of Schedule - GAC.....	18
Alternate Members.....	8
Application for Promotion and Advice of Department Chair .....	14
Application for Staff Members and Administrators.....	7
Authority of FEC in Tenure Cases .....	15
Clear Recommendations .....	13
Conflict of Interest .....	9
Consideration of Case by Provost .....	18
Consideration of Supplementary Professional Activities .....	27
Contested Case - Detailed Procedures .....	19
Contested Case - Right to Appear .....	18
Contested Case Procedures.....	20
Deadline - Administration.....	27
Decision - Tenure.....	16
Definition of Staff Count .....	9
Discipline outside Article 14 .....	18
Documents for FEC.....	21
Effect of Contested Cases on Schedule .....	20
Effect of Retirements.....	10
Effect of Terminations .....	10
Effective Dates of Decisions .....	5
Eligibility for Promotion .....	13
Exercising Right to Appear .....	19
FEC Membership .....	14
FEC Procedures-Promotion.....	13
FEC Quorum .....	16
FEC Submission to Employment Services, Human Resource Services .....	27
Increment Pool for Each Faculty.....	10
Increment Pool for Eligible Staff Members .....	9
Increments in Professor Rank.....	11
Increments on Promotion.....	11
Interpretation of "Department Chair" .....	16
Joint Appointments.....	8
Leaves: Childbirth/Parental Non-Adjudicated Adjustment to Base Salary .....	25
Leaves: Delegate May Appear at FEC .....	24
Leaves: Discussion of Recommendation to FEC .....	24
Leaves: Documentation .....	24
Leaves: General Rule .....	22
Leaves: Medical and Disability.....	25
Leaves: No Automatic Increments.....	24
Leaves: Sabbatical.....	26
Leaves: Special Standards .....	23
Leaves: Staff Member Requests that Academic Activities Undertaken While on Leave be Evaluated .....	23
Mandatory Annual Report and Review .....	5
Membership Eligibility for Faculty and FSOs .....	8
Motion Before FEC.....	22
No Change in Standards.....	15
Non-Departmentalized Faculties.....	4

Not an Application - Tenure .....	15
Notice in Terms of Number of Increments .....	22
Order of Consideration.....	14
Partial Increment - Non-Promotion .....	14
Period of Review .....	6
Period of Review of Department Chairs and Special Cases .....	17
PRC Detailed Procedures .....	20
PRC Review .....	20
Procedures When FEC Does Not Support Recommendations .....	14
Progress through the Ranks .....	6
Promotion Cases.....	19
Promotion of Department Chairs .....	17
Pro-Rated Increments .....	12
Provision of Standards of Performance to Staff Members.....	5
Rank Structure and Current Year Salary Scale and Increment Values.....	5
Resource Staff .....	8
Responsibility of FEC Chair re Material.....	21
Retirement and Annual Review .....	7
Review by Dean or FEC .....	17
Review of Complete Career - Promotion to Professor.....	13
Review of Complete Career - Tenure .....	15
Review of Those at Ceiling .....	14
Salary Adjustments .....	5
Schedule of Events .....	16
Special Contested Case .....	19
Special One-Year Extension of Second Probationary Appointment.....	16
Standards.....	15
Statutory Members.....	8
Terms of Office.....	8
Time Periods .....	4
Trigger Mechanism .....	18
Witnesses.....	21